

**SPECIAL MEETING AGENDA
THURSDAY, JANUARY 12, 2023
REDWOODS ROOM AHMC
6:00 PM
700 RIVER DRIVE, FORT BRAG, CA 95437
<https://www.mchcd.org>**

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
MENDOCINO COAST HEALTH CARE DISTRICT**

NOTICE IS HEREBY GIVEN in accordance with Section 54956 of the Government Code that a Special Session of the Board of Directors of the Mendocino Coast Health Care District is called to be held January 12, 2023 at 6:00 p.m. in the Redwoods Room at Adventist Health Mendocino Coast Hospital, 700 River Drive, Fort Bragg, California

This Board Meeting is being held in person. Meeting attendees may also join virtually using the Zoom link below. See Attachment A for other links and phone numbers to access this meeting.

<https://us02web.zoom.us/j/82842564996?pwd=bE9hUDVXSXhxaU1wemNSeHNsT3dSZz09>

Meeting ID: 828 4256 4996

Passcode: 8MyUVG

CONDUCT OF BUSINESS:

OPEN SESSION

1. **Call to Order:** Returning Incumbent Sara Spring
2. **Roll Call:** Sara Spring
3. **Welcome:** 4th District Supervisor Dan Gjerde and 5th District Supervisor Ted Williams
4. **Swearing in of the Board:** Dan Gjerde and Ted Williams

ELECTION OF OFFICERS

1. **Election of the Chair:** Sara Spring
2. **Election of Vice Chair, Secretary, Treasurer:** Elected Chair

APPROVAL OF AGENDA

BOARD AND COMMUNITY COMMENTS

1. **Board Comments**
2. **Comments from the Community**

This portion of the meeting is reserved for persons desiring to address the Board of Directors on any matter which the District has jurisdiction. You must state your name and

address for the record. Time is limited to 3 minutes per speaker with a 20-minute total time limit for all comments. The Board of Directors can take no action on your presentation, but can seek clarification to points made in your presentation or comments.

RULES OF ORDER

1. ***Discussion/Action Adoption*** of Rules of Order - 3 minutes
2. ***Discussion/Action Minutes Format*** – 5 minutes

OLD BUSINESS

1. ***Discussion/Action Retirement Savings Accounts*** – 5 minutes
Resolution to transfer administration of 401(a) retirement account of prior Mendocino Coast District Hospital employees. Authorize the Chair to pursue agreement with AH regarding future management of 403(b) retirement account currently managed by AH.
2. ***Discussion/Action – Seismic Retrofit/New Hospital*** – 5 minutes
Request and schedule an updated report from the Deveney Group
3. ***Discussion/Action Minutes of Prior Board meetings:*** – 10 minutes
Missing information, minutes and dates on website calendar – Sara Spring
4. ***Discussion/Action Presence and Consultation of Attorney:*** – 5 minutes
Board authorization for attorney Alexander T. Henson as interim District Counsel to be present and offer consultation for District Board meetings.

NEW BUSINESS

1. ***Organizational Discussion:*** Paul Katzeff – 15 minutes
General Discussion among Board Members.
Topics to include, not necessarily in this order;
 - a. What is the scope of our mandate?
 - b. What is our perception of the community we are serving (demography) and from that, what are its needs in the short term (1-5 years)?
 - c. What assets do we have both public and private, and what assets do we need to develop?
 - d. What are our immediate needs;
 - i. Organizational
 - ii. Administrative and Finance
2. ***Discussion/Action Resolution Authorizing Bank Signers*** – 5 minutes **TAB 1**
 - a. Bank of America
 - b. Savings Bank of Mendocino County
 - c. Tri-Counties Bank
 - d. Local Agency Investment Fund (LAIF)

3. **Discussion/Action Fiscal Controls** – 5 minutes **TAB 2**
 Approve Board Policy establishing maximum expense amounts that Board members and the Chair may incur or encumber without Board approval and procedure for incidental expenses between Board meetings.
4. **Discussion Standing Committee assignments** – 5 minutes
- a. Planning Committee
 - b. Finance Committee
5. **Discussion/Action Creation of Ad Hoc Committees**
- a. Ad hoc By-laws Committee
 - b. Ad hoc District Office Committee
 - i. Research job description and hiring process for office manager
6. **Discussion/Action Audit** – 10 minutes
 Assign responsibility for completing preparation for currently planned audits. Consideration a complete forensic audit of MCHCD finances for FYs 2020-2021, and 2021-2022
7. **Discussion/Action Assignment of Board Responsibilities** – 5 minutes
- a. Website manager
 - b. Manager of Office 365 accounts and One Drive storage
8. **Discussion/Action District General Counsel** – 10 minutes
- a. Form Ad Hoc Committee to research and recommend permanent General Counsel
9. **Discussion/Action Board Health Savings Account** – 5 minutes
 Transfer administration of Board Medical Reimbursement Account.
10. **Discussion Board Calendar** – 5 minutes
 Regular monthly meeting days .
11. **Discussion/Action Board Retreat** – 10 minutes
 Set date and location and authorize engaging a consultant to facilitate retreat
12. **Discussion/Action Service choices for remote attendance** – 5 minutes
 Zoom or Microsoft Teams?
13. **Discussion/Action Pelican Storage** – 5 minutes **TAB 3**
 Transfer lease for surplus equipment storage into MCHCD name.
14. **Comments from the Community**
 This portion of the meeting is reserved for persons desiring to address the Board of Directors on any matter which the district has jurisdiction. You must state your name and address for the record. Time is limited to 3 minutes per speaker with a 20-minute total time limit for all comments. The Board of Directors can take no action on your presentation, but can seek clarification to points made in your presentation or comments.

15. Comments from Board of Directors

16. Adjourn

James Jade Tippett Board Member

Date

STATE OF CALIFORNIA)
COUNTY OF MENDOCINO) §

I declare under penalty of perjury that I am a duly elected member of the Mendocino Coast Health Care District Board of Directors; and that I posted this notice at the North and Patient Services Building Lobby entrances to Adventist Health Mendocino Coast hospital on January 3, 2019

James Jade Tippett Board Member

Date

*Per District Resolution, each member of the public who wishes to speak shall be limited to three minutes each per agenda item. Please identify yourself prior to speaking. Thank you

Attachment A

Mendocino Coast Health Care District Special Meeting, January 5, 2023 6:00 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/82842564996?pwd=bE9hUDVXSXhxaU1wemNSeHNsT3dSZz09>

Meeting ID: 828 4256 4996

Passcode: 8MyUVG

One tap mobile

+16694449171,,82842564996#,,,,*141916# US

+16699006833,,82842564996#,,,,*141916# US (San Jose)

Dial by your location

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

Meeting ID: 828 4256 4996

Passcode: 141916

Find your local number: <https://us02web.zoom.us/u/kd3M7vhsaN>

T

A

B

1

**MENDOCINO COAST HEALTH CARE DISTRICT
RESOLUTION NO. 2023-01**

WHEREAS, the Mendocino Coast Health Care District (hereinafter "District") maintains various bank accounts with the **Bank of America**; and

WHEREAS, due to the District having new Board of Director Officers and no Chief Executive Officer, it is necessary to notify Bank of America of the needed changes of signatory authority; and

WHEREAS, all persons who act as authorized signatories for the District are required to be covered under the BETA Directors & Officers Healthcare Insurance Program for government entities for the benefit of Mendocino Coast Health Care District;

A complete list of the District's accounts (last three numbers) at Bank of America is attached to this Resolution as EXHIBIT A and incorporated by reference herein as though set forth in full.

NOW, THEREFORE, IT IS ORDERED AND RESOLVED that the following District Officers and/or Directors of the District have authority to disburse or withdraw funds from the District's bank accounts with Bank of America: _____, Chair of the Board of Directors or _____, Secretary of the Board of Directors or _____, Treasurer of the Board Directors. Disbursement or withdrawals of District funds in excess of \$10,000.00 require the authorization of at least two (2) of the Officers/ Directors identified in this Resolution.

The Board of Directors of the Mendocino Coast Health Care District at a regularly scheduled meeting of the Board passed this Resolution on January 5, 2023 by the following vote.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____, Chair of the Board of Directors

ATTEST:

_____, Secretary of the Board of Directors

MENDOCINO COAST HEALTH CARE DISTRICT
BANK ACCOUNTS

ACCOUNT	ACCT#
<hr/>	
BANK OF AMERICA	
MASTER	xxxxx-xx263
ACCTS PAYABLE	xxxxx-xx268
PAYROLL	xxxxx-xx82
CORE	xxxxx-xx155
HOME HEALTH ACCTS PAYABLE	xxxxx-xx743
HOME HEALTH PAYROLL	xxxxx-xx680

EXHIBIT A

**MENDOCINO COAST HEALTH CARE DISTRICT
RESOLUTION NO. 2023-02**

WHEREAS, the Mendocino Coast Health Care District (hereinafter "District") maintains various bank accounts with the **Savings Bank of Mendocino County**; and

WHEREAS, due to the District having new Board of Director Officers and no Chief Executive Officer, it is necessary to notify the Savings Bank of Mendocino County of the needed changes of signatory authority and

WHEREAS, all persons who act as authorized signatories for the District are required to be covered under BETA Directors & Officers Healthcare Insurance Program for government entities for the benefit of Mendocino Coast Health Care District

A complete list of the District's accounts (last four numbers) at the Savings Bank of Mendocino County is attached to this Resolution as EXHIBIT A and incorporated by reference herein as though set forth in full.

NOW, THEREFORE, IT IS ORDERED AND RESOLVED that the following District Officers and/or Directors of the District have authority to disburse or withdraw funds from the District's bank accounts with Savings Bank of Mendocino County: _____, Chair of the Board of Directors or _____, Secretary of the Board of Directors or _____, Treasurer of the Board Directors. Disbursement or withdrawals of District funds in excess of \$10,000.00 require the authorization of at least two (2) of the Officers/ Directors identified in this Resolution.

The Board of Directors of the Mendocino Coast Health Care District at a regularly scheduled meeting of the Board passed this Resolution on November 11, 2021 by the following vote.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST: _____,
_____, Chair of the Board of Directors

_____, Secretary of the Board of Directors

MENDOCINO COAST HEALTH CARE DISTRICT
BANK ACCOUNTS

ACCOUNT

ACCT#

SAVINGS BANK OF MENDOCINO

GIFT & MEMORIAL	*x686
PLAN FUND	*xx748
CORPORATE ACCOUNT	*xx660
HOME HEALTH & HOSPICE	*xx678

EXHIBIT A

**MENDOCINO COAST HEALTH CARE DISTRICT
RESOLUTION NO. 2021-07**

WHEREAS, the Mendocino Coast Health Care District (hereinafter "District") maintains various bank accounts with Tri-Counties Bank; and

WHEREAS, the District's accounts (last three numbers) at Tri-Counties Bank are:

MASTER	xxxx-x207
DEPOSIT ACCOUNT	xxxx-x219
ACCTS PAYABLE	xxxx-x244
PAYROLL	xxxx-x232
MCHCD CERTIFICATE OF DEPOSIT	xxxx-x039
HOME HEALTH ACCTS PAYABLE	xxxx-x888
HOME HEALTH PAYROLL	xxxx-x256
HELP II	xxxx-x827
PARCEL TAX	xxxx-x861

WHEREAS, due to the District having new Board of Director Officers and no Chief Executive Officer, it is necessary to notify Tri-Counties Bank of the needed changes of signatory authority.

WHEREAS, all persons who act as authorized signatories for the District are required to be covered under BETA Directors & Officers Healthcare Insurance Program for government entities for the benefit of Mendocino Coast Health Care District

NOW, THEREFORE, IT IS ORDERED AND RESOLVED that the following District Officers and/or Directors of the District have authority to disburse or withdraw funds from the District's bank accounts with Tri-Counties Bank: _____, Chair of the Board of Directors or _____, Secretary of the Board of Directors or _____, Treasurer of the Board Directors. Disbursement or withdrawals of District funds in excess of \$10,000.00 require the authorization of at least two (2) of the Officers/ Directors identified in this Resolution.

The Board of Directors of the Mendocino Coast Health Care District at a regularly scheduled meeting of the Board passed this Resolution on March 25, 2021 by the following vote.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: 1 _____

_____, Chair of the Board of Directors

ATTEST:

_____, Secretary of the Board of Directors

MENDOCINO COAST HEALTH CARE DISTRICT
RESOLUTION NO. 2023-04

AUTHORIZING INVESTMENT OF MONIES
IN THE LOCAL AGENCY INVESTMENT FUND; ACCOUNT NO 20-23-001

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code Section 16429.1 et seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code Section 16429.1 et seq. for the purpose of investment as provided therein is in the best interests of the Mendocino Coast Health Care District;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of Mendocino Coast Health Care District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code Section 16429.1 et seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Mendocino Coast Health Care District officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

_____, Chair of the Board of Directors

_____, Secretary of the Board of Directors

_____, Treasurer of the Board of Directors

Section 2. This resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office. This resolution rescinds any previous resolution pertaining to the District's LAIF account.

The Board of Directors of the Mendocino Coast Health Care District at a regularly scheduled meeting of the Board passed this Resolution on January 5, 2023 by the following vote.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

ATTEST: _____,
_____, Chair of the Board of Directors

_____, Secretary of the Board of Directors

T

A

B

2

Mendocino Coast Health Care District

Board Policy 2023-01

Fiscal Controls

1. The Board and the Chair shall be responsible for authorizing all expenses and encumbrances on District funds.
2. No Board member shall spend, or cause to be encumbered or spent, any District funds without the prior consent of the Chair or vote of the Board. Consent must be documented in writing in the minutes of a meeting, or by email and shall become part of the District permanent record.
3. District vendors, in particular vendors who bill by the hour, shall be notified that contact with any Board member other than the Chair, must be authorized by the Chair directly to the vendor prior to such contact, in writing or by email. Bills for services without prior authorization by or through the Chair will not be honored.
4. The Chair shall be limited to \$2,500 USD per month for discretionary expenses in the service of the District without prior approval of the Board, with the following exceptions:
 - a. Legal expenses where a deadline provided by law requires engaging legal services before the Board can be consulted at a Regular or Special Board Meeting.
 - b. Accounting services required for audit or other legally required services.
5. The Treasurer shall include a list of all expenses encumbered and paid by the District since the last Regular meeting, as part of the Treasurer's report at each Regular Meeting.

T
A
B
3

PELICAN STORAGE LEASE AGREEMENT
Month-to-Month Tenancy

Gate Code: * [redacted] #



Occupant's Name Mendocino Coast Healthcare District Home Phone () _____ SS No. _____
Occupant's Name _____ Home Phone () _____ SS No. _____
Mailing Address 775 River Drive City Fort Bragg State CA Zip 95437
E-mail _____ Employer _____ Bus Phone () _____
Car License No. _____ Auto Yr. _____ Make _____ Color _____ Driver Lic. No. _____

REFERENCE: Another person or relative to whom any Preliminary Lien Notice and subsequent notices may be sent.

Name _____ Phone () _____ Address _____

Notice: Your stored property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days. This lien and its enforcement are authorized by chapter 10 (commencing with section 21700) of the California Business and Professions Code.

THIS LEASE is executed in duplicate and shall commence this _____ day of _____, 2022, by and between Pelican Storage ("Owner") and ("Occupant") whose address is set forth above, for the purpose of leasing or renting certain space as hereinafter described and with express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Occupant hereby rents from Pelican Storage (Owner) on a month-to-month basis, those certain premises described as **Space No.:** [redacted] located at 17700 or 18350 N. Hwy. 1 Fort Bragg CA 95437, hereinafter referred to as "premises" or "space" on the following terms and conditions:

- 1. **RENT:** The rent shall be \$ 720 .00 per month.
 - A. Upon execution of this lease occupant shall pay one month's rent in advance.
 - B. On the first day of the following month in which this lease is executed, Occupant shall pay the sum of \$ 720 .00 being the proportionate amount necessary to bring the rent payment up to date through the last day of the second calendar month of the lease.
 - C. Beginning with the third calendar month of the term, rent shall be paid monthly in advance on the first day of each and every calendar month of the term.
 - D. Occupant shall give at least 10 days written notice before vacating premises.
 - E. There is no refund of rent. Non-climate-controlled units have a 1 month minimum. Climate controlled units have a 3 month minimum.

In the event that rent is not paid within 10 days after the due date, or in the event of a dishonored bank check from Occupant to Owner, because actual damage for said late payments and dishonored bank checks are extremely difficult to ascertain, Occupant agrees to pay \$10.00 as liquidated damages for said late payment, and \$10.00 as liquidated damages for said dishonored bank checks as additional rent. In addition, Owner may charge Occupant for any other charges incurred by Owner in obtaining late payments. The monthly rental rate may be changed at any time by Owner giving written notice to Occupant at the address(es) provided above thirty (30) days before expiration of any month of this tenancy.

2. **DEPOSITS:** Occupant shall pay in advance a security, cleaning, and damage deposit in the amount of \$ 720 .00 to be held by Owner for Occupant's faithful performance of the terms of this agreement, and for cleaning and repair of the space after surrender by Occupant. Upon Occupant's surrender of space to Owner, Occupant has 14 days to claim deposit refund from Owner, less all charges for cleaning, repairing, and replacement of any missing items, if any. In addition, at Owner's sole option, Owner may retain any amounts necessary to compensate Owner for rent due and un paid under this agreement.

3. **USE:** Occupant may only store personal property owned by Occupant. Occupant has exclusive control of the storage space during the terms of this agreement, and specifically agrees that Owner is not concerned with the quality or value of any goods stored. Storage of food, perishable items, flammables, explosives, dangerous or illegal materials are prohibited. Trash or other discarded materials shall not be allowed in or near this space. Occupant shall not do or permit to be done any act which creates or may create a nuisance in connection with Occupant's occupancy of the space.

4. **ACCESS:** In Owner's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of occupant's identity, and requiring Occupant to sign in and out upon entering and leaving premises.

5. **RULES:** Owner shall have the right from time to time to establish or change hours of operation or to promulgate amendments and make additional rules and regulations for the safety, care and cleanliness of the premises, or preservation of good order. Occupant agrees to follow all Owner's rules now in effect or that may be put in effect from time to time.

6. **PREMISES:** Occupant accepts the space in good condition and will pay owner for repairs necessary due to negligence or misuse while under Occupant's control. Occupant shall not build or attach anything to building or common walls.

7. **INSPECTION:** Owner may enter the space for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition or nuisance has been created, or is occurring in the space, or for repairs to the interior or door, or inspections by government authorities.

8. **TERMINATION:** With 14 days written notice given by Owner to occupant, Owner has the right to terminate this tenancy.

9. **ASSIGNMENT:** Occupant shall not sublet or assign the storage space nor store property owned by others without the written consent of Owner.

10. **INDEMNITY:** Occupant will indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action, (including attorney's fees, and all costs whatsoever) that are hereafter made or brought about as a result or arising out of Occupant's use of the premises.

11. **RELEASE OF OWNER'S LIABILITY:** As further consideration for the use and occupancy of the space and premises, Occupant agrees that Owner, his agents, employees and assigns shall not be liable to Occupant, his agents, guests, licensees or invitees for any loss or damage, injury or death caused to them or their property, as the result of the use and occupancy of the space and premises. It is further agreed that any stored property is placed in this space at Occupant's sole risk, and Owner and Owner's agents, employees and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever. Occupant acknowledges that owner does not warrant or represent that stored property will be safely kept, nor that it is agreed by Occupant that this release of Owner's liability is a bargained for condition of the rent as set forth herein, and that were Owner not released from liability as set forth here, a much higher rent would have to be agreed upon. By placing his initials here _____, Occupant acknowledges that he has read and understands paragraph 11.

12. **INSURANCE:** Owner does not provide insurance covering Occupant's stored property. Occupant acknowledges that insurance is available from independent insurance companies to protect Occupant in the event of theft, damage, or destruction of his stored property. In the event Occupant now has or later acquires insurance coverage on his stored property, Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, or Owner's agents or employees for any liability released herein. Occupant agrees to indemnify and hold harmless Owner from any expense, costs, or damage incurred by reason of any claim or action based in whole or in part upon such subrogation, including all attorney's fees incurred by Owner in connection with such claim or action. By placing his initials here _____, Occupant acknowledges that he has read and understands paragraph 12.

13. **SECURITY OF SPACE:** Occupant agrees to be solely responsible for providing such locks, as Occupant desires, for securing access to the space. In the event such locks or security devices are rendered ineffectual of their intended purpose from any cause, or the space is rendered insecure in any manner, Owner may, at its sole option, take whatever measures deemed reasonably necessary by Owner to resecure the access to Occupant's space. Owner is not responsible for taking any measures whatsoever, nor for notifying Occupant that access to the space has become insecure. The fact that Owner has taken measures to resecure the access to Occupant's space under this paragraph shall not alter the limitations upon Owner's liability as set forth in paragraph 11 of this agreement, not shall such measures be deemed a conversion of Occupant's stored property.

14. **NOTICES:** Change in terms, Change of Address: All notices required or permitted by law, or by this agreement, may be sent to Occupant at any of the addresses given by Occupant above. In the event that any of the addresses given above change, such change shall not be binding upon Owner unless Occupant has given Owner written notification of the change, and Owner has acknowledged its receipt in writing. Any of the terms of this agreement may be changed by Owner by giving of written notice to Occupant thirty days prior to the expiration of any month of this tenancy.

15. **NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Owner and Occupant and no oral agreements shall be of any effect whatsoever. Occupant agrees that he is not relying and will not rely, upon any oral representations made by Owner or any of Owner's agents or employees purporting to modify or add to this agreement in any manner.

16. **SUCCESSION:** All provisions of this lease shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors, and assigns of the parties hereto.

17. **VALIDITY:** If any part of this agreement is unenforceable for any reason whatsoever, it shall not affect the balance of the agreement otherwise found to be valid and enforceable.

18. **RECOVERY OF ATTORNEY FEES AND COSTS:** In the event any action be instituted, or other proceedings taken, to enforce any covenant herein contained or to recover possession of the premises for any default or breach of this lease by Occupant, Occupant shall pay Owner's reasonable attorney fees, costs and expenses in connection therewith.

This agreement has been created this _____ day of _____, 2022. PELICAN STORAGE By _____

Occupant _____ **Occupant** _____

Pelican Storage ~ 18350 N. Highway 1 ~ Fort Bragg, CA 95437

(707)964-9067 ~ pelicanstorage@comcast.net

PELICAN STORAGE COMPANY POLICIES

No statements are sent. Rent is due and payable on the first day of the month to:
Pelican Storage 18350 N. Highway 1 Fort Bragg, CA 95437.
Include your space # with any payment.

Optional monthly checking account deduction is highly recommended and available.

You will be charged a **\$10 late fee after the 10th** and/or for any returned NSF check.
After 14 days of default in rent, you and your Reference will receive a Preliminary Lien Notice by Certificate of Mailing with a \$10 charge per unit. 14 days later, an Auction Notice will be sent again by Certificate of Mailing, with a \$10 charge for the mailing plus \$50 for advertising for the sale. **After the 63rd day, your stored items will then be sold on the day specified in the Auction Notice to satisfy the lien.**

Gate hours are 7 AM - 7 PM seven days a week. Access will be denied unless rent is current. If you stay after 7 PM be prepared to spend the night! Always type your gate code. Do not follow behind cars in another party. Entering your gate code disarms the alarm on your unit. **If I have to run back to see why your alarm is going off, I'll yell.**

Please notify us of any changes in your mailing address or phone number. This notice must include your signature and the date you signed it.

Deposits are refundable only if Occupant is current in all obligations and has given at least a 10-day intent to vacate notice. Also, units must be left clean; this includes any oil spills or stains on the cement. All personal trash & **your lock must be removed.**

There will be no refund of rent for any reason. One full month's rent is minimum; **we do not prorate your last month.** There is a **3-month minimum for climate-controlled units.**

Maximum truck length permitted is 50' at 18350 N Hwy 1 & 60' at 17700 N Hwy 1. No eighteen-wheelers. Longer trucks may be allowed only if escorted by our management.

The speed limit is 5 miles per hour.

No animals or children allowed outside of vehicles due to hazards.

We are strictly storage. Rebuilding of autos or engines, painting, sanding, fabricating etc. is not allowed.

There will be **NO SMOKING** on the premises. Also, no drugs, alcohol, explosives, greasy engines, ammunition, flammables, motor vehicles, mowers, batteries, dangerous chemicals, paint, gasoline, spoilable foods, sleeping in the units or yard sales.

I have read the above Pelican Storage Policies and agree to abide by them.

Signature: _____ Date: _____



**PELICAN STORAGE
CUSTOMER BANK AUTHORIZATION AGREEMENT**

*If you would like to enjoy the convenience of automatic bill payment along with saving the trees and the environment, simply complete the Checking Account information section below and sign this form. Pelican Storage agrees that the banking information supplied will only be used to draft your account for amounts due for services rendered, and for no other purpose. You may cancel this authorization at any time. Please remind us to discontinue your debit at least 10 days before you vacate. If you place a stop payment on your account without telling us, there will be a \$35 charge. **The debit will be withdrawn on the 3rd of the month, unless that falls on a weekend or holiday – then it will be withdrawn just after.***

Customer Name: Mendocino Coast Healthcare District Unit #: 

I authorize Pelican Storage to automatically create a bank draft on the account described below as specified:

Amount: \$ 720 Monthly starting : 01 /03/2023

End billing when customer provides 10 day written cancellation.

Should the bank listed below dishonor any authorized bank draft for any reason, I authorize a second draft in the amount of the original draft plus a \$10 non-sufficient funds fee.

(Please attach a voided check here. Do not use a deposit slip.)

*This authorization becomes valid when signed and returned to:
Pelican Storage 18350 N Highway 1, Fort Bragg, CA 95437.*

Agreed to by: _____ date: _____