

MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

"Providing Quality Emergency Response And Fire Protection For The Public"

Minutes

Mi-Wuk Sugar Pine Fire Protection District

Board of Directors

Special Meeting, 6:00 PM, Thursday, February 16, 2023

Mi-Wuk Sugar Pine Fire Protection District

24247 Highway 108, Mi Wuk Village, California

1. Call to Order – 6:01
2. Pledge of Allegiance
3. Roll Call
 - a. President McDonald - Present
 - b. Vice President Afshar - Present
 - c. Director Doss - Present
 - d. Director Schwarz - Present
 - e. Also Present:
 - i. Chief Klyn - Present
 - ii. Office Manager/Board Clerk Dahlin - Present
 - iii. Guests: Friends and family of Intern Firefighters Bollinger and Trine.

At this time President McDonald moved up agenda item 15a:

The board reviewed an application for the vacant seat on the Board of Directors received from Pauline Costa. She shared with the board her personal background and professional qualifications. Vice President Afshar moved to appoint Pauline Costa as a Director on the board. President McDonald seconded.

Ayes: 4 Noes: 0 Absent: 0 Abstain: 0

4. Swearing in of Director Schwarz who was appointed as if elected to a four-year term beginning December 2, 2022, and ending December 4, 2026, and of Director Costa, for the remainder of a term ending December 6, 2024, was conducted by Board Clerk, Bonnie Dahlin. Director Costa then took her seat with the board.
5. Board selection of the 2023 offices. After a brief discussion, Director Doss moved that the positions be filled as follows:
 - a. President - Jim McDonald
 - b. Vice President - Carol Afshar
 - c. Treasurer – Pauline Costa
 - d. Clerk to the Board – Bonnie Dahlin

Seconded by Director Costa

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

6. Board appointment of 2023 standing committee chairs and members was made by President McDonald as follows:
 - a. Budget Committee
Chair: Treasurer Costa – with President McDonald as Co-Chair initially
Members: President McDonald, Chief Klyn, Office Manager/Board Clerk Dahlin, Joan Walton
 - b. Policy and Procedures Committee
Chair: Director Doss
Members: Director Schwarz, Chief Klyn, David Straub
 - c. Proposal for new Personnel Review Ad Hoc Committee was withdrawn.
7. Reconsideration of date, time, and place of Regular Board Meetings for 2023. After a brief discussion regarding the time of the meeting, Vice President Afshar moved that they retain the 6:00 PM meeting time, second Tuesday of each month at the station to also remain the same. Seconded by Director Schwarz
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
8. Announcement of Firefighter of the Year for 2022; Chief Klyn informed the board that he is restarting the program after many years and that he conducted a vote by everyone currently on staff at the station with the result being:
Firefighter of the Year for 2022 – David Straub
9. Swearing in and badge pinning of Firefighters; Chief Klyn swore in Intern Firefighters Kaleb Trine and Robert Bollinger. Family and friends pinned their badges.
10. Oral Communications: This is the time for the public to address the Board of Directors on any matter not on the agenda, but within the jurisdiction of the Board of Directors. Each person shall be permitted to speak for no more than 5 minutes; persons speaking on the behalf of an organization may speak for no more than 15 minutes. Those wishing to speak on a matter that is on the agenda may do so at the time the item is taken up by the Board of Directors. There were none.
11. Approval of the Minutes of the December 13, 2022, Regular Meeting. Bonnie Dahlin, Office Manager/Board Clerk noted that the date of approval on the copies provided incorrectly shows the original meeting date. The minutes that President McDonald will sign have the date of February 16, 2023.
Moved to Approve by: Director Doss Seconded: Director Schwarz
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
12. Written Communications:
 - a. Notification of Nominations – 2023 Election: SDRMA Board of Directors
 - b. CSDA Board of Directors Call For Nominations Seat C
13. Reports:
 - a. Auxiliary Report: Ann Coleman, MWSPFPD Auxiliary President, was not present. Joan Walton, Auxiliary Treasurer, read and elaborated on the written report that is in the meeting record.
 - b. CAL FIRE Report: No report.
 - c. Chief's Reports: James Klyn, Fire Chief, read and elaborated on the written report that is in the meeting record. He also reported that Columbia Fire is becoming a CAL FIRE Schedule A station and that he is in the process of updating the SAM registration.

14. Standing Committee Reports for Discussion and Action:

- a. District Policies & Procedures Committee: Director Doss reported that the IEC training program has earned approximately \$2000.00 so far.
- i. Update and possible draft revision to Policy and Procedures Administrative Manual: Chapter 2.18, which is in the meeting record, regarding distribution of strike team administrative fee; Director Doss gave some background on the 10% administrative fee paid to the District by OES and the reasoning behind paying a portion of it, with a proposed cap of \$20,000.00 to the Office Manager. Chief Klyn added that the portion to be paid to the Office Manager would be what remains after the Districts' FICA on strike team wages is deducted from the administrative fee paid by OES.
- Director Doss moved to approve the revision to Policy and Procedures Administrative Manual: Chapter 2.18.
Seconded by Vice President Afshar
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
- b. Treasurers Report on Budget Committee and November and December Financial Summary; President McDonald reported that the Budget Committee met and developed the Recognition of Unanticipated Revenue and the Budget Transfer which are on the agenda as items, 15e and 15f. He also reviewed the financial reports.
- i. Receive Tuolumne County Financial Reports
1. Tuolumne County Trial Balance for Month Ending November 30, 2022
 2. Tuolumne County Budget vs Actual for Month Ending November 30, 2022
 3. Tuolumne County Trial Balance for Month Ending December 31, 2022
 4. Tuolumne County Budget vs Actual for Month Ending December 31, 2022
- Moved to Receive by: Director Schwarz Seconded: Director Doss
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

15. Discussion and Action Items:

- a. Review applications for the vacant seat on the Board of Directors or, if no applications have been received, extension of application deadline; This item was moved up and acted upon immediately following roll call.
- b. Planning and scheduling of Fire Chief annual performance evaluation and employment contract review and revision; After some discussion, Vice President Afshar moved to approve Draft 1 of the evaluation, which is in the meeting record.
Seconded by Director Doss
Ayes: 5 Noes: 0 Absent: 0 Abstain: 0
The evaluation will be held in a closed session during the March meeting.
- c. Possible increase to District contribution towards medical coverage; Chief Klyn gave some background on the current status of the cost of medical benefits, which is dependent on strike team revenue. Currently, the District pays up to \$1080 for the medical portion and 75% of dental and vision, with a cap on the total of \$1250, per employee per month. He would like to increase the amount that the District contributes towards the medical portion by \$350. A summary of current and proposed costs is in the meeting record.

Director Doss moved to approve increasing the cap on the total District contribution, per employee per month, from \$1250 to \$1600.

Seconded by Director Schwarz

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

- d. Possible purchase of carport for tractor; Chief Klyn - Tabled
- e. Recognition of unanticipated revenue in the amount of approximately \$219,750 to be received from OES for strike team deployments, which will be credited to 235 459119 State Emergency Firefighting. Various expense accounts will be increased to cover strike team expenses. The remaining funds will be used to increase Appropriations for Contingencies. (4/5 vote required)

Moved to Approve by: Director Schwarz Seconded: Vice President Afshar

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

- f. Budget Transfer for FY23 to increase various accounts for unanticipated expenses. (4/5 vote required) Office Manager Dahlin noted that Draft 1 includes the increase to medical benefits approved in item 15c, Draft 2 does not.

Vice President Afshar moved to approve Draft 1 of the Budget Transfer

Seconded by Director Doss

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

- g. Local Ordinance for Cost Recovery Committee Report and possible draft resolution; Director Doss reported that he still has unanswered questions for the billing company and that he, Chief Klyn and David Straub are still working on determining the what the charges for various services will be. There was general discussion as to who, and what types of calls, may be subject to the fees. No action was taken.
- h. Acquisition of a 2015 Ford Explorer from the Federal Excess Personal Property (FEPP) program; Chief Klyn reported that he acquired the vehicle with the intention to have it be used by the Office Manager as a take-home vehicle. There was no cost to the District except for the cost of travel to Dallas, TX to pick it up.
- i. Proposed Take-Home Vehicle Agreement between the District and Bonnie Dahlin, Office Manager/Board Clerk; Chief Klyn informed the board that the agreement covers the basic parameters of the vehicles use.

Moved to Approve by: Director Schwarz Seconded: Vice President Afshar

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

- j. Proposal from Assurance Development, authorized representative for Vertical Bridge, to lease District property for a cell phone tower; Chief Klyn reported that the company approached him with the proposal and that he let them know that the District would need time for public input. There will be a representative from the company at the next meeting.

16. Continuing Business – Discussion Only. No Action Items:

- a. Staffing Levels and Recruitment – Chief Klyn reported that Firefighters David Straub and Kaleb Trine went to the Sonora City Job Fair to promote the District and recruit and had a lot of interest.
- b. Fleet – Chief Klyn reported that E776 batteries are wearing out. CAST is looking into installing trickle chargers in the app bay.

17. Director's Comments and Requests: There were none.

- Directors may report about various matters involving the District.
- Directors may request matters to be included on subsequent meeting agenda(s) for discussion and/or action. The Director may be asked to make a **brief** clarification.
- No discussion will be allowed.
- No action will be taken.

18. Final audience comments: There were none.

19. Adjournment – 8:05 PM

Approved by the District Board of Directors in the meeting assembled March 14, 2023.

Jim McDonald, Board President

January 31, 2023
FEFS017TC Trial Balance
 Ledger: GL - General Ledger
 All Account Types
 Fiscal Period 07/2023

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Fund: 9030 - Mi-Wuk Fire District

	Balance Forward	Debit	Credit	Net Amount	Ending Balance
Type - 10 - Assets					
100100 - Claim on Pooled Cash	18,798.99	426,182.28	47,620.73	378,561.55	397,360.54
100150 - Petty Cash	500.00	0.00	0.00	0.00	500.00
102000 - Accounts Receivable	0.00	0.00	0.00	0.00	0.00
102900 - Property Tax Receivable	0.00	0.00	0.00	0.00	0.00
102905 - Allowance for Uncollect Taxes	0.00	0.00	0.00	0.00	0.00
106980 - Due From Other Governments	0.00	0.00	0.00	0.00	0.00
110000 - Prepaid Expenses	0.00	0.00	0.00	0.00	0.00
120000 - Land	73,132.00	0.00	0.00	0.00	73,132.00
122000 - Structures & Improvements	753,846.64	0.00	0.00	0.00	753,846.64
124000 - Equipment	370,583.88	0.00	0.00	0.00	370,583.88
129100 - Accum Depreciation-Structures	(359,388.00)	0.00	0.00	0.00	(359,388.00)
129200 - Accum Depreciation-Equipment	(145,528.92)	0.00	0.00	0.00	(145,528.92)
10 Type Total	711,944.59	426,182.28	47,620.73	378,561.55	1,090,506.14
Type - 20 - Liabilities					
202100 - Accounts Payable	0.00	8,697.69	8,697.69	0.00	0.00
202200 - Sales Tax Payable	(389.98)	390.00	1.94	388.06	(1.92)
203100 - Salaries Payable	0.00	0.00	0.00	0.00	0.00
203200 - Federal Withholding Payable	0.00	0.00	0.00	0.00	0.00
203210 - FICA Payable	0.00	0.00	0.00	0.00	0.00
203220 - State Withholding Payable	0.00	0.00	0.00	0.00	0.00
203230 - State Disability Payable	0.00	0.00	0.00	0.00	0.00
203310 - Deferred Compensation Payable	0.00	0.00	0.00	0.00	0.00
203400 - Health Insurance Payable	0.00	0.00	0.00	0.00	0.00
203420 - Workers Compensation Payable	0.00	0.00	0.00	0.00	0.00
203910 - Accrued Vacation	(9,424.00)	0.00	0.00	0.00	(9,424.00)
203920 - Accrued Sick	(8,745.00)	0.00	0.00	0.00	(8,745.00)
205310 - Advances From Other	0.00	0.00	0.00	0.00	0.00

FEFS017TC Trial Balance
Ledger: GL - General Ledger
All Account Types
Fiscal Period 07/2023

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	Balance Forward	Debit	Credit	Net Amount	Ending Balance
Funds					
20 Type Total	(18,558.98)	9,087.69	8,699.63	388.06	(18,170.92)
Type - 30 - Fund Balance					
331200 - Agency Obligation	(216,952.16)	0.00	0.00	0.00	(216,952.16)
380600 - Capital Assets, Net	(692,645.60)	0.00	0.00	0.00	(692,645.60)
30 Type Total	(909,597.76)	0.00	0.00	0.00	(909,597.76)
Type - 40 - Revenues					
411110 - Ppty Taxes-Current Secured	(116,409.39)	0.00	0.00	0.00	(116,409.39)
412110 - Ppty Taxes-Current Unsecured	(4,347.65)	0.00	0.00	0.00	(4,347.65)
416110 - Ppty Taxes-Supplemental	(1,910.38)	0.00	0.00	0.00	(1,910.38)
441110 - Interest Income	413.36	0.00	0.00	0.00	413.36
458110 - State-Homeowners Property Tax	(171.44)	0.00	730.32	(730.32)	(901.76)
459119 - State-Emergency Fire Fighting	(91,035.56)	0.00	421,722.35	(421,722.35)	(512,757.91)
471211 - Benefit Assessments-Fire Assmt	(164,714.93)	0.00	0.00	0.00	(164,714.93)
483111 - Misc Income- Reimbursements	0.00	0.00	0.00	0.00	0.00
483450 - Refunds-Insurance Premiums	(658.13)	0.00	0.00	0.00	(658.13)
496060 - Donations-Auxiliary Utilities	(1,308.78)	0.00	1,120.05	(1,120.05)	(2,428.83)
496065 - Donations-Auxiliary Misc	(1,508.21)	0.00	230.32	(230.32)	(1,738.53)
40 Type Total	(381,651.11)	0.00	423,803.04	(423,803.04)	(805,454.15)
Type - 50 - Expenditures					
511110 - Salaries-Reg	388,439.47	22,578.22	0.00	22,578.22	411,017.69
511115 - Salaries-Part Time	0.00	48.00	0.00	48.00	48.00
511120 - Salaries-Reserve	14,634.27	3,634.39	0.00	3,634.39	18,268.66
511125 - Salaries-Overtime	30,924.90	2,052.00	0.00	2,052.00	32,976.90
511140 - Salaries-Termination	2,166.72	0.00	0.00	0.00	2,166.72
512115 - FICA	32,668.29	2,165.91	0.00	2,165.91	34,834.20
512120 - Unemployment Insurance	750.00	125.00	0.00	125.00	875.00
512305 - Employees Group Insurance	25,682.52	6,961.74	879.24	6,082.50	31,765.02
512325 - Life Insurance	2,432.00	33.75	0.00	33.75	2,465.75
512330 - Workers Comp Insurance	15,070.48	0.00	0.00	0.00	15,070.48

FEFS017TC Trial Balance
Ledger: GL - General Ledger
All Account Types
Fiscal Period 07/2023

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	Balance Forward	Debit	Credit	Net Amount	Ending Balance
512510 - Recruitment Expense	1,274.60	97.00	0.00	97.00	1,371.60
521145 - Small Tools	69.78	53.58	0.00	53.58	123.36
521150 - Expendable Equipment	169.98	0.00	0.00	0.00	169.98
521180 - Clothing & Personal Supplies	2,856.42	1,984.10	1,500.00	484.10	3,340.52
521190 - Household Expense	1,462.77	122.51	0.00	122.51	1,585.28
521310 - Communications	2,024.96	429.14	0.00	429.14	2,454.10
521610 - Insurance	17,674.00	0.00	0.00	0.00	17,674.00
522125 - Maint-Equipment	2,148.47	1,243.30	0.00	1,243.30	3,391.77
522130 - Maint-Equip Vehicles	25,287.04	464.88	0.00	464.88	25,751.92
522205 - Maint-Buildings & Improvements	1,041.33	297.62	0.00	297.62	1,338.95
522225 - Maint-Grounds	133.72	0.00	0.00	0.00	133.72
523210 - Dues & Memberships	2,228.43	0.00	0.00	0.00	2,228.43
525110 - Office Expense	448.17	35.36	0.00	35.36	483.53
525140 - Office-Photocopy	241.34	32.23	0.00	32.23	273.57
525150 - Office-Postage	121.76	27.60	0.00	27.60	149.36
526110 - PS&S-Professional Services	9,343.68	0.00	0.00	0.00	9,343.68
526116 - PS&S-Legal	2,337.50	170.00	0.00	170.00	2,507.50
526124 - PS&S-Auditor-Controller	1,016.75	183.75	0.00	183.75	1,200.50
527210 - Rents-Equipment	624.25	193.25	0.00	193.25	817.50
528000 - SDE Special Department Expense	91.35	0.00	0.00	0.00	91.35
528205 - SDE-Refunds	658.13	0.00	0.00	0.00	658.13
529105 - Travel	363.05	300.90	0.00	300.90	663.95
529110 - Travel & Trans-Fuel	8,936.23	291.49	0.00	291.49	9,227.72
529112 - Travel & Trans-Priv Auto	249.94	38.50	0.00	38.50	288.44
529116 - Training-Travel	0.00	500.00	0.00	500.00	500.00
529210 - Utilities	4,290.96	3,168.45	0.00	3,168.45	7,459.41
50 Type Total	597,863.26	47,232.67	2,379.24	44,853.43	642,716.69
9030 - Mi-Wuk Fire District Total	0.00	482,502.64	482,502.64	0.00	0.00

Dept. 230
Budget vs Actual
Tuolumne County of Tuolumne
Mi-Wuk Fire District

For 2023 Period Jan

Run Date: Mar 8, 2023 12:06:57 PM

GL Key	Object	Description	Budget	Current Period	Encumbrances	Year to Date	Remaining	Percent Remaining	Target
9030204230 - Mi-Wuk Fire District									
9030204230	411110	Ppty Taxes-Current Secured	205,453.00	0.00	0.00	116,409.39	89,043.61	43%	
9030204230	412110	Ppty Taxes-Current Unsecured	4,538.00	0.00	0.00	4,347.65	190.35	4%	
9030204230	414110	Ppty Taxes-Prior Unsecured	80.00	0.00	0.00	0.00	80.00	100%	
9030204230	416110	Ppty Taxes-Supplemental	5,158.00	0.00	0.00	1,910.38	3,247.62	63%	
Total Taxes			215,229.00	0.00	0.00	122,667.42	92,561.58	43%	
9030204230	441110	Interest Income	1,500.00	0.00	0.00	-413.36	1,913.36	128%	
Total Use of Money & Property			1,500.00	0.00	0.00	-413.36	1,913.36	128%	
9030204230	458110	State-Homeowners Property Tax	2,030.00	730.32	0.00	901.76	1,128.24	56%	
Total State Revenue			2,030.00	730.32	0.00	901.76	1,128.24	56%	
9030204230	469840	Other Govts-San Francisco	613.00	0.00	0.00	0.00	613.00	100%	
Total Other Governments			613.00	0.00	0.00	0.00	613.00	100%	
9030204230	471211	Benefit Assessments-Fire Assmt	302,526.00	0.00	0.00	164,714.93	137,811.07	46%	
Total Charges for Services			302,526.00	0.00	0.00	164,714.93	137,811.07	46%	
9030204230	483450	Refunds-Insurance Premiums	659.00	0.00	0.00	658.13	0.87	0%	
Total Miscellaneous Revenue			659.00	0.00	0.00	658.13	0.87	0%	
Total Revenue			522,557.00	730.32	0.00	288,528.88	234,028.12	45%	
9030204230	511110	Salaries-Reg	282,180.00	22,578.22	0.00	135,750.39	146,429.61	52%	
9030204230	511115	Salaries-Part Time	0.00	48.00	0.00	48.00	-48.00		
9030204230	511120	Salaries-Reserve	75,600.00	3,634.39	0.00	18,268.66	57,331.34	76%	
9030204230	511125	Salaries-Overtime	25,000.00	2,052.00	0.00	32,976.90	-7,976.90	-32%	
9030204230	511140	Salaries-Termination	2,167.00	0.00	0.00	2,166.72	0.28	0%	
9030204230	512115	FICA	29,352.00	2,165.91	0.00	14,045.16	15,306.84	52%	
9030204230	512120	Unemployment Insurance	1,500.00	125.00	0.00	875.00	625.00	42%	
9030204230	512305	Employees Group Insurance	50,000.00	6,082.50	0.00	31,765.02	18,234.98	36%	
9030204230	512325	Life Insurance	2,662.00	33.75	0.00	2,465.75	196.25	7%	
9030204230	512330	Workers Comp Insurance	15,071.00	0.00	0.00	15,070.48	0.52	0%	
9030204230	512505	Employee Physicals	450.00	0.00	0.00	0.00	450.00	100%	
9030204230	512510	Recruitment Expense	2,000.00	97.00	0.00	1,371.60	628.40	31%	
Total Salaries and Benefits			485,982.00	36,816.77	0.00	254,803.68	231,178.32	48%	
9030204230	521145	Small Tools	500.00	53.58	0.00	123.36	376.64	75%	
9030204230	521150	Expendable Equipment	2,200.00	0.00	0.00	169.98	2,030.02	92%	
9030204230	521173	Food-Other	255.00	0.00	0.00	0.00	255.00	100%	
9030204230	521180	Clothing & Personal Supplies	1,500.00	484.10	0.00	3,340.52	-1,840.52	-123%	
9030204230	521190	Household Expense	2,100.00	0.00	0.00	438.09	1,661.91	79%	
9030204230	521310	Communications	4,500.00	429.14	0.00	2,454.10	2,045.90	45%	
9030204230	521610	Insurance	17,674.00	0.00	0.00	17,674.00	0.00	0%	
9030204230	522120	Maint-Internal Vehicles	5,000.00	0.00	0.00	0.00	5,000.00	100%	
9030204230	522125	Maint-Equipment	6,000.00	1,243.30	0.00	3,391.77	2,608.23	43%	
9030204230	522130	Maint-Equip Vehicles	20,000.00	464.88	0.00	25,729.04	-5,729.04	-29%	
9030204230	522205	Maint-Buildings & Improvements	3,000.00	297.62	0.00	1,058.95	1,941.05	65%	
9030204230	522225	Maint-Grounds	1,500.00	0.00	0.00	133.72	1,366.28	91%	
9030204230	522600	Fire Extinguisher Testing	340.00	0.00	0.00	0.00	340.00	100%	
9030204230	523210	Dues & Memberships	4,273.00	0.00	0.00	2,228.43	2,044.57	48%	
9030204230	525110	Office Expense	1,000.00	35.36	0.00	289.62	710.38	71%	
9030204230	525140	Office-Photocopy	700.00	32.23	0.00	273.57	426.43	61%	
9030204230	525150	Office-Postage	400.00	27.60	0.00	149.36	250.64	63%	
9030204230	525200	Publications & Legal Notices	175.00	0.00	0.00	0.00	175.00	100%	
9030204230	526106	PS&S-Tax Admin Fee	5,100.00	0.00	0.00	0.00	5,100.00	100%	
9030204230	526107	PS&S-Tax Parcel Fee	4,000.00	0.00	0.00	0.00	4,000.00	100%	
9030204230	526110	PS&S-Professional Services	13,239.00	0.00	0.00	9,343.68	3,895.32	29%	
9030204230	526116	PS&S-Legal	500.00	170.00	0.00	2,507.50	-2,007.50	-402%	
9030204230	526124	PS&S-Auditor-Controller	2,000.00	183.75	0.00	1,200.50	799.50	40%	
9030204230	527210	Rents-Equipment	1,410.00	193.25	0.00	817.50	592.50	42%	

Budget vs Actual
Tuolumne County of Tuolumne
Mi-Wuk Fire District

For 2023 Period Jan

Run Date: Mar 8, 2023 12:06:57 PM

GL Key	Object	Description	Budget	Current Period	Encumbrances	Year to Date	Remaining	Percent Remaining
9030204230	527310	Rents-Buildings & Improvements	135.00	0.00	0.00	0.00	135.00	100%
9030204230	528000	SDE Special Department Expense	1,200.00	0.00	0.00	91.35	1,108.65	92%
9030204230	528184	SDE-Awards & Certificates	50.00	0.00	0.00	0.00	50.00	100%
9030204230	528205	SDE-Refunds	659.00	0.00	0.00	658.13	0.87	0%
9030204230	529105	Travel	1,000.00	300.90	0.00	300.90	699.10	70%
9030204230	529110	Travel & Trans-Fuel	14,000.00	291.49	0.00	8,192.95	5,807.05	41%
9030204230	529112	Travel & Trans-Priv Auto	550.00	38.50	0.00	288.44	261.56	48%
9030204230	529116	Training-Travel	3,500.00	500.00	0.00	500.00	3,000.00	86%
9030204230	529134	Travel & Trans-Rent Payment	22,821.00	0.00	0.00	0.00	22,821.00	100%
9030204230	529210	Utilities	9,300.00	2,031.20	0.00	4,889.09	4,410.91	47%
Total Services and Supplies			150,581.00	6,776.90	0.00	86,244.55	64,336.45	43%
9030204230	691110	Appropriation-Contingencies	194,808.00	0.00	0.00	0.00	194,808.00	100%
9030204230	691114	Contingency-Employee Health Be	18,750.00	0.00	0.00	0.00	18,750.00	100%
Total Contingencies			213,558.00	0.00	0.00	0.00	213,558.00	100%
Total Expenditures			850,121.00	43,593.67	0.00	341,048.23	509,072.77	60%
Total Net Mi-Wuk Fire District			-327,564.00	-42,863.35	0.00	-52,519.35	-275,044.65	

Dept. 235
Budget vs Actual
Tuolumne County of Tuolumne
Mi-Wuk Fire Special Projects

For 2023 Period Jan

Run Date: Mar 8, 2023 12:06:57 PM

GL Key	Object	Description	Budget	Current Period	Encumbrances	Year to Date	Remaining	Percent Remaining
9030204235 - Mi-Wuk Fire Special Projects								
9030204235	459119	State-Emergency Fire Fighting	295,765.00	421,722.35	0.00	512,757.91	-216,992.91	-73%
Total State Revenue			295,765.00	421,722.35	0.00	512,757.91	-216,992.91	-73%
9030204235	496060	Donations-Auxiliary Utilities	4,900.00	1,120.05	0.00	2,428.83	2,471.17	50%
9030204235	496065	Donations-Auxiliary Misc	14,600.00	230.32	0.00	1,738.53	12,861.47	88%
Total Other Finance Sources			19,500.00	1,350.37	0.00	4,167.36	15,332.64	79%
Total Revenue			315,265.00	423,072.72	0.00	516,925.27	-201,660.27	-64%
9030204235	511110	Salaries-Reg	154,927.00	0.00	0.00	275,267.30	-120,340.30	-78%
9030204235	511147	Salaries-Emergency Admin	8,499.00	0.00	0.00	0.00	8,499.00	100%
9030204235	512115	FICA	11,852.00	0.00	0.00	20,789.04	-8,937.04	-75%
9030204235	512330	Workers Comp Insurance	9,175.00	0.00	0.00	0.00	9,175.00	100%
Total Salaries and Benefits			184,453.00	0.00	0.00	296,056.34	-111,603.34	-61%
9030204235	521150	Expendable Equipment	10,600.00	0.00	0.00	0.00	10,600.00	100%
9030204235	521173	Food-Other	600.00	0.00	0.00	0.00	600.00	100%
9030204235	521190	Household Expense	2,000.00	122.51	0.00	1,147.19	852.81	43%
9030204235	522130	Maint-Equip Vehicles	0.00	0.00	0.00	22.88	-22.88	
9030204235	522205	Maint-Buildings & Improvements	560.00	0.00	0.00	280.00	280.00	50%
9030204235	525110	Office Expense	300.00	0.00	0.00	193.91	106.09	35%
9030204235	528000	SDE Special Department Expense	540.00	0.00	0.00	0.00	540.00	100%
9030204235	529105	Travel	0.00	0.00	0.00	363.05	-363.05	
9030204235	529110	Travel & Trans-Fuel	700.00	0.00	0.00	1,034.77	-334.77	-48%
9030204235	529210	Utilities	4,900.00	1,137.25	0.00	2,570.32	2,329.68	48%
Total Services and Supplies			20,200.00	1,259.76	0.00	5,612.12	14,587.88	72%
Total Expenditures			204,653.00	1,259.76	0.00	301,668.46	-97,015.46	-47%
Total Net Mi-Wuk Fire Special Projects			110,612.00	421,812.96	0.00	215,256.81	-104,644.81	
Total Revenues			837,822.00	805,454.15	0.00	805,454.15	32,367.85	1.96
Total Expenditures			1,054,774.00	642,716.69	0.00	642,716.69	412,057.31	0.39
Net Total			-216,952.00	162,737.46	0.00	162,737.46	-379,689.46	175%

January 2023 Financial Summary

Significant January Financial Activity and Budget Status

Target of 41.67% Remaining Budget for FY23

Many accounts show balances that are over budget - The adjustments approved in February are not reflected in the January reports.

- As of January 31 reports, have received \$512,757.91 in OES reimbursements
Have yet to receive another \$2,678.52
- Received \$730 in property tax revenue
- Paid Anthem Blue Cross Premium of \$6,962 (February invoice included \$1,151 for January for newly covered employee)
- Paid \$1,243 Maint-Equipment - Includes \$473 for BK radio batteries in addition to regular expenses
- Paid \$3,168.45 for Utilities - Includes \$2,402 for December propane, of which the Auxiliary reimbursed \$961
- Overall Salaries and Benefits (Dept 230) has 48% remaining
- Overall Services and Supplies (Dept 230) has 43% remaining

(Line items over budget due to annual payments are not included)

Cash Balance History

	FY 22/23	FY 21/22	FY 20/21	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 14/15
Jul 31	\$167,585.32	\$253,303.84	\$ 139,966.78	\$ 202,670.42	\$ 160,788.10	\$ 125,178.72	\$ 102,836.45	\$ 91,027.21	\$ 98,475.15
Aug 31	\$38,504.33	\$ 186,690.69	\$ 109,571.47	\$ 158,568.34	\$ 77,662.37	\$ 90,372.49	\$ 65,207.79	\$ 56,481.78	\$ 55,133.05
Sep 30	\$55.08	\$ 93,563.21	\$ 94.93	\$ 97,354.43	\$ 30,713.08	\$ 64,183.33	\$ 46,469.69	\$ 26,082.37	\$ 15,583.75
Oct 31	\$77.12	\$ 22,257.21	\$ 73.81	\$ 43,783.05	\$ 51.87	\$ 35,625.92	\$ 20,695.14	\$ 54.93	\$ 91.48
Nov 30	\$53.41	\$ 1,691.61	\$ 72.42	\$ 59.18	\$ 72.52	\$ 25,495.92	\$ 28,413.14	\$ 117.19	\$ 33.08
Dec 31	\$18,798.99	\$ 215,046.09	\$ 89.36	\$ 140,891.71	\$ 185,032.02	\$ 197,024.76	\$ 174,746.43	\$ 150,895.35	\$ 143,297.01
Jan 31	\$397,360.54	\$ 364,986.75	\$ 41.62	\$ 87,320.27	\$ 172,709.26	\$ 198,245.16	\$ 148,725.48	\$ 123,196.88	\$ 107,361.47
Feb 28		\$ 270,328.59	\$ 47.06	\$ 101,410.30	\$ 129,344.83	\$ 161,654.76	\$ 113,087.15	\$ 93,346.87	\$ 80,807.04
Mar 31		\$ 270,259.11	\$ 66,178.68	\$ 120,130.72	\$ 137,982.68	\$ 135,241.04	\$ 66,058.64	\$ 27,117.75	\$ 51,204.32
Apr 30		\$ 393,006.91	\$ 406,275.87	\$ 264,014.83	\$ 275,251.54	\$ 272,357.19	\$ 214,194.29	\$ 98,760.14	\$ 165,464.83
May 31		\$ 308,662.07	\$ 285,520.93	\$ 224,705.05	\$ 271,468.33	\$ 245,512.31	\$ 193,849.35	\$ 69,401.49	\$ 150,907.81
Jun 30		\$ 259,482.59	\$ 326,741.77	\$ 209,376.59	\$ 256,825.82	\$ 225,419.40	\$ 180,850.91	\$ 166,612.59	\$ 147,732.11



March 8, 2023

MI WUK SUGAR PINE FIRE DIST
PO BOX 1359
MI WUK VILLAGE, CA 95346-1359

Subject: Vertical Bridge's Lease Interest: Address: 24243 STATE HWY 108, MI WUK VILLAGE, CA 95346-9732 / APN: 047-060-023-000 | Site ID: CA-5423

MI WUK SUGAR PINE FIRE DIST:

Assurance Development is an authorized representative for Vertical Bridge. Vertical Bridge is researching properties in the area to locate a wireless communications facility (cell-site) in-order to improve the wireless cell phone coverage in the surrounding commercial and residential areas on behalf of T-Mobile.

This letter confirms Vertical Bridge's interest to lease space on the property located at **Address: 24243 STATE HWY 108, MI WUK VILLAGE, CA 95346-9732 / APN: 047-060-023-000** for the purposes of installing a wireless telecommunications facility (cell-site). The following information represents the general lease terms proposed.

- 1) **Lease Premises:** Proposed lease area of 40' x 40' (approximately) for equipment plus antenna placement.
- 2) **Use:** Construction, operation and maintenance of a cell-site for the transmission and reception of radio communications signals.
- 3) **Term:** Vertical Bridge proposes an initial term of five (5) years plus nine (9) automatic renewal options of five (5) years for a total of fifty (50) years. Lessee may terminate the lease at each annual anniversary by providing Lessor with thirty (30) days' notice.
- 4) **Option Terms:** Two (2) Option Periods to be provided to tenant prior to rent commencement in order to obtain permits; the first Option Period to be twenty-four (24) months with a fee payable to property owners in the amount of eight thousand dollars (\$8,000). The second Option Period to be twelve (12) months with a fee payable to property owners in the amount of four thousand dollars (\$4,000).
- 4) **Rent:** Vertical Bridge proposes an amount of Twenty-Four Thousand 00/100 dollars (**\$24,000.00**) annual rent to be paid in monthly installments beginning upon the start of construction. Rent to commence upon issuance of building permit.
- 5) **Revenue Share:** Revenue sharing of 25% from subleased tower space for tenants after the second subtenant.
- 6) **Rent Escalation:** Annual rent amount shall increase 2% per year.
- 7) **Testing:** Prior to lease commencement, Landowner shall provide access allowing Vertical Bridge to conduct any necessary inspections, surveys, and tests to determine the suitability of the property for Vertical Bridge.
- 8) **Access:** 24 hours a day, 7 days a week.
- 9) **Utilities:** At Vertical Bridge's expense, power and telco will be brought to the leased premises.
- 10) **Title:** A Memorandum of Lease will be recorded.

- 11) **Non-Disturbance Attornment (SNDA)** A Subordination, Non-Disturbance Agreement must be obtained from the current deed of trust holders. If this cannot be obtained, Vertical Bridge will not enter into a lease agreement.
- 12) **Contingency:** The lease is contingent upon Vertical Bridge's ability to obtain permits and use the premises as a communications facility.
- 13) **Signing Authority:** Documents will be required evidencing the signors authority to encumber the property.
- 14) **Confidentiality:** Landlord will keep the terms and conditions contained herein, and the details of ensuing negotiations confidential between the parties.

This letter is intended to be a nonbinding letter of interest entered into solely to reflecting the interest of the parties in negotiating with one another and to summarize the basic business terms being proposed for the lease agreement.

No portion of this letter is to be considered legally binding nor shall the provisions of this letter constitute any form of representation or warranty from one party to the other. The final lease agreement is subject to Vertical Bridge's review and approval, and contingent upon Vertical Bridge's signature.

If the terms of this letter of interest are acceptable concerning the proposed lease, please sign below in the place provided to evidence your agreement and return a copy of this letter so that we can begin the process of preparing mutually acceptable legal documents for yours and Vertical Bridge's signature.

We are working with some aggressive timelines and ask that you respond no later than March 17th, 2023. I look forward to your response regarding this proposal and would be happy to provide additional information. I can be reached at 323-627-6139 or at nvotaw@Assurance-Realty.com

Warm regards,

Nick Votaw
 Site Acquisitions
 Authorized Representative for Vertical Bridge

 Signature of Landlord

 Date

 Contact Number



Proposed 20' x 76' Access
& Utility Easement

Overhead Power/Telco
Approx 185' SW of Lease Area

Tower @ 38.060964°, -120.199375'

H-Frame

Lease Area: 40' x 40'
T-Mobile Area: 10' x 15'

108

108

Sugarpine Rd

Sugarpine Cutoff

Pine Lake Dr

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on March 9, 2023, between the **Mi-Wuk / Sugar Pine Fire Protection District**, (“District”) and **SCI Consulting Group** (“Consultant” or “SCI”), a California Corporation, who agree as follows:

1. **Scope of Work (“Work”).** Consultant shall perform the work and render the services described in the Scope of Work shown below (the “Work”). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
2. **Payment.**
 - a. In exchange for the Work, District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant’s fee shall include all of the Consultant’s costs and expenses related to the Work.
 - b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.
3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
4. **Insurance.**
 - a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.

- c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.
5. **Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
6. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
7. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
8. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
9. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
10. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
12. **Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
13. **Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for

all Work performed by the Consultant through the date of the notification of cancellation.

- 14. Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:
Mi-Wuk/Sugar Pine FPD
24247 Highway 108
Mi-Wuk Village, CA 95346

Consultant:
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____

SCOPE OF WORK

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for Mi-Wuk/ Sugar Pine Fire Protection District.

DEFINITIONS

District:	Mi-Wuk/ Sugar Pine Fire Protection District, staff and Directors.
Assessment:	Fire Suppression and Protection Services Assessment
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of assessment revenues.

CONFIRMATION OF DISTRICT PARCELS AND LEVY CALCULATION

1. In the first quarter of the year, create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Obtain upcoming fiscal year estimated cost information from the District to use as a basis for the budget in the Engineer's Report.
3. On a parcel-by-parcel basis, calculate and verify the proposed specific assessment amount for each parcel and prepare the preliminary assessment roll.

ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Update the previous Engineer's Report as necessary, including upgrades to improve compliance with Proposition 218 and other requirements.
2. File the final Engineer's Report with the District.
3. Prepare any needed resolutions and staff reports for the Assessment.
4. Prepare and assist with the publication of any notices for the continuation of the Assessment.
5. Attend District Board meetings as needed, including those at which the Engineer's Report is approved and the public hearing is held.

LEVY RE-CALCULATION, RE-VERIFICATION AND SUBMITTAL

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Roll from the County and create an updated District database.

2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.
3. Finalize the Assessment Roll, other documents and supporting materials for the assessments.
4. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

DISTRICT INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.
2. Develop and make available to the District an Internet based website or computer program that will allow District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the District and District legal counsel.

FEE SCHEDULE

SCI shall be compensated for the performance of the Scope of Work as follows:

1. For Fiscal Year 2023-24 , the total compensation for the Scope of Work shall be \$7,380 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$4,200 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
2. For Fiscal Year 2024-25 , the total compensation for the Scope of Work shall be \$7,600 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$4,300 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
3. For Fiscal Year 2025-26 , the total compensation for the Scope of Work shall be \$7,830 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$4,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
4. The Scope of Work includes one meeting with the District. Any additional meetings shall be billed at the rate of \$550 per person per meeting.
5. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.
6. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed \$600 per year, without prior authorization from the District. Publication of the legal notice of public hearing will be billed separately as incurred.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

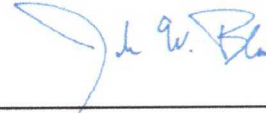
The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.

SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:



James Klyn
Fire Chief
Mi-Wuk/Sugar Pine FPD

John W. Bliss
President
SCI Consulting Group

Date

March 9, 2023
Date



MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

"Providing Quality Emergency Response And Fire Protection For The Public"

Fire Chief Evaluation:

Fire Chief:

Evaluator: _____

Criteria:

Score: 1 (lowest) - 5 (highest)

- | | |
|---|-------|
| <input type="checkbox"/> Employee self-evaluation | _____ |
| <input type="checkbox"/> Relationship with the Board | _____ |
| <input type="checkbox"/> Relationship with the community | _____ |
| <input type="checkbox"/> Overall Fire District leadership | _____ |
| <input type="checkbox"/> Fire District business and operations leadership | _____ |
| <input type="checkbox"/> Personnel leadership | _____ |
| <input type="checkbox"/> Personal qualities and development. | _____ |

Additional Comments:

Fire Chief Signature

Evaluator Signature