

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, 5:30 PM, Tuesday, August 13, 2019
Mi-Wuk Sugar Pine Fire Protection District
24247 Highway 108, Mi Wuk Village, California

- 1. Call to Order 5:35 PM
- 2. Pledge of Allegiance
- 3. Roll Call
 - a. President Klipple Present
 - b. Vice President Doss Present
 - c. Treasurer Massman Present
 - d. Director McDonald Present
 - e. Director Afshar Present
 - f. Also Present:
 - i. Chief McClintock Present
 - ii. Office Manager Dahlin Present
 - iii. Guests:
- 4. 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. Assistant Chief Krussow addressed the Board in support of the performance of Chief McClintock over the past year.
- CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) Title: Fire Chief - At Chief McClintock's request and the Boards agreement, Bonnie Dahlin, Office Manager and James Klyn, Battalion Chief were also present in Closed Session.
- 6. Report on action taken in closed session President Klipple reported that an informative and productive review and discussion of the Fire Chief Performance Evaluation was conducted.
- 7. Adjournment: 6:53 PM

Approved by the District Board of Directors in the meeting assembled September	10,	2019.

Blythe Klipple, President



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
Regular Meeting, 7:00 PM, Tuesday, August 13, 2019
Mi-Wuk Sugar Pine Fire Protection District
24247 Highway 108, Mi Wuk Village, California

- 1. Call to Order 7:05 PM
- 2. Pledge of Allegiance
- 3. Roll Call
 - a. President Klipple Present
 - b. Vice President Doss Present
 - c. Treasurer Massman Present
 - d. Director McDonald Present
 - e. Director Afshar Present
 - f. Also Present:
 - i. Chief McClintock Present
 - ii. Office Manager Dahlin Present

		San Mark	
	Guests:		
111	f illecte:		

- 4. 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.
- Approval of the Minutes of the July 9, 2019 Regular Meeting.
 Moved to Approve: Director McDonald Seconded: Director Afshar Ayes: __5__ Noes: __0__ Absent: __0__ Abstain: __0__
- 6. Written Communications:

SDRMA 'Risk Management News' Email dated August 7, 2019

- 7. Reports:
 - a. Auxiliary Report: Sherry Blake, MWSPFPD Auxiliary President, read and elaborated on the written report that is in the meeting record.
 - b. USFS Report; No report.

At 7:37 PM, during 7c, Director Doss excused himself from the meeting for personal reasons and did not return.

- c. CAL FIRE Report; Chief Murphy gave an update on the County Board of Supervisors and Tuolumne County Fire Chiefs Association discussions on county fire services and the Matrix Report. He noted that due to the late rains fire conditions are about a month behind, but everything is drying out. Copter 404 out of Columbia participated in 8 air rescues in the last 5 weeks. He also gave an update on fuel breaks throughout the County.
- d. Highway 108 FireSafe Council Report; No report.
- e. Chief's Report; Steve McClintock, Fire Chief, read and elaborated on the written report that is in the meeting record. He also reported that the CAST Team met, a security camera has been installed on the app bay. Their top priorities are to fix the flooding and cover the ac units. He asked David Straub to give the update on the status of VIP defensible space inspections. He reported that they have completed first inspections on every structure in the District and in the next six weeks hope to complete all of the second inspections. He also reported that there are efforts being made by County Supervisor Anaiah Kirk and Tim Wallace to require inspections, at a state level, on vacant lots.
- f. District Policies & Procedures Committee; Director Doss. No report.
- g. Treasurers Report on Budget Committee and Financial Reports; Treasurer Massman presented an 18/19 Budget Analysis (Based on 6/30 Closeout) which is in the meeting record.

Financial Reports for Month Ending June 30, 2019:

- i. Tuolumne County Trial Balance
- ii. Tuolumne County Budget Status

Moved to Approve: Director McDonald Seconded: Director Massman

Ayes: __4_ Noes: 0 Absent: 1 Abstain: 0

Fire Protection Agreement #7FG19074 under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2019-20 for an amount not to exceed \$2,908.01 on a 50/50 matching funds basis; Chief McClintock.

- 9. Director's Comments and Requests: Directors may report about various matters involving the District or may request matters be included on subsequent meeting agenda(s) for discussion and/or action. Discussion will be limited to that necessary to clarify an issue or request. No action will be taken. There were no reports and no requests for future agenda items.
- 10. Final audience comments: Mike Welch informed everyone that County Supervisor Anaiah Kirk will be at MAHA Annual Meeting on Saturday, September 7th.

11.	Adjournment:	
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Approved by the District Board of Directors in the meeting assembled September 10, 2019.

Blythe Klipple, President

Report of the Auxiliary President September 2019

- -Our monthly Potluck was held on September 4, 2019
- -Our monthly lunch/meeting will be held tomorrow, September 11, here at the fire station.
- -Our Spaghetti Dinner fundraiser was held on August 31, 2019. Over three hundred people attended with firefighters eating for free. The final total is not yet available. Over 55 pints of spaghetti sauce were sold as well as 17 tee shirts. Our 50/50 raffle netted \$1090. Michelle Delaney was the lucky winner and will receive a check for \$545.

Many of our firefighters were on hand and were most very helpful both on setup day and the dinner day! We've got the best!!

Huge thanks to Russ and Blythe Klipple for chairing this event for the last twelve years! You will be so missed! And nobody beats Russ's secret spaghetti sauce recipe!

-Another Enchilada Take and Bake is coming up in October with pickup on October 9, 12-3 pm at the firehouse. Orders will be taken in advance only between October 8 and 16. Call Mary Schneiderman at 209-586-3815.

Looking ahead, the Auxiliary will be hosting a Thanksgiving Potluck on Saturday, November 9 at 4:00 pm.

-Blythe Klipple is hosting the dessert tonight.

Sherry Blake

Sherry Blake, Auxiliary President

Report ID TCGL0008 TRIAL BALANCE
BY FUND Page 1

Selection Criter	ia:			
Fiscal Year	2020 Period 1 (July)			
Fund	9030 Mi-Wuk Fire District			
Account	Description	Beginning	Net Activity	Ending
100100	Equity In Treasurers Pooled Ca	256,954.82	-54,284.40	202,670.42
100400	Petty Cash	500.00	0.00	500.00
102000	Accounts Receivable	4,267.30	-4,267.30	0.00
106950	Property Tax Receivable	185.03	-185.03	0.00
106955	Allow For Uncollectible Taxes	-1.85	1.85	0.00
106980	Due From Other Governments	5,859.01	-5,859.01	0.00
120000	Land	73,132.00	0.00	73,132.00
122000	Buildings And Improvements	731,393.11	0.00	731,393.11
124000	Equipment	495,679.72	0.00	495,679.72
127000	Accum Depreciation-Bldgs & Imp	-285,632,00	0.00	-285,632.00
129100	Accum Depreciation-Equipment	-191,570.00	0.00	-191,570.00
	Total Assets	1,090,767.14	-64,593.89	1,026,173.25
201210	Notes Payable-Current	0.01	0.00	0.01
202100	Accounts Payable	-3,217.88	3,217.88	0.00
202200	Sales Tax Payable	-141.59	0.00	-141.59
203150	Payroll Clearing Account	0.00	0.00	0.00
203210	Salaries & Benefits Payable	-5,769.13	-1,896.99	-7,666.12
203215	Accrued Vacation	-6,590.00	0.00	-6,590.00
203225	Accrued Sick	-2,634.00	0.00	-2,634.00
203500	Federal Withholding Payable	-754.41	-231.70	-986.11
203600	FICA Payable	-1,078.73	-432.17	-1,510.90
203700	State Withholding Payable	-227.43	-41.54	-268.97
203935	Deferred Compensation Benefits	-62.50	-37.50	-100.00
203945	SDI Payable	-70.50	-28,26	-98.76
221005	Notes Payable-Long Term	-212,456.65	0.00	212,456.65
	Total Liabilities	-233,002.81	549.72	-232,453.09
262010	Agency Obligation	-263,679.48	0.00	-263,679,48
280600	Capital Assets, net	-594,084.85	0.00	-594,084.85
	Total Fund Balance	-857,764.33	0.00	-857,764.33
412110	Ppty Taxes - Current Unsecured	0.00	183.18	183.18
469207	Fed- VFA Grant	0.00	1,591.70	1,591.70
483111	Misc Income - Reimbursements	0.00	-151.26	-151.26
491110	Sale Of Fixed Assets	0.00	-10,000.00	-10,000.00
496060	Donations- Auxiliary-Utilities	0.00	-99.46	-99.46
496065	Donations- Auxiliary- Misc	0.00	-243.12	-243.12
	Total Revenue	0.00	-8,718.96	-8,718.96
511110	Regular Salaries	0.00	21,119.79	21,119.79
511153	Part-Time/Reserve Salaries	0.00	6,954.79	6,954.79
511160	Overtime Salaries	0,00	3,634.35	3,634.35
512225	Life Insurance	0.00	20.25	20.25
512310	Workers Compensation Insurance	0.00	21,297,26	21,297,26
512410	F.I.C.A.	0.00	2,415.64	2,415.64
512420	Unemployment Insurance	0.00	125.00	125.00
521210	Clothing & Personal Supplies	0.00	129.55	129.55
521425	Food - Other	0.00	82.58	82.58
521510	Household Expense	0.00	204.90	204.90
521610	Insurance	0.00	5,637.00	5,637.00
522110	Maintenance Equipment	0.00	112.89	112.89
522120	Maint Equip-Vehicles	0.00	1,976.05	1,976.05
522510	Maintenance - Buildings & Imps	0.00	189.28	189.28
525110 525150	Office Expense Office Expense - Postage	0.00	86.77	86.77
323130	Office Expense - Postage	0.00	60.30	60.30

Report ID T	CGL0008	TRIAL BALANCE		Run Date 8/27/201
		BY FUND		Page 2
Selection Criter	ia:			
Fiscal Year	2020 Period I (July)			
Fund	9030 Mi-Wuk Fire District			
Account	Description	Beginning	Net Activity	Ending
526110	PS & S-Professional Services	0.00	44.80	44.80
526124	PS & S-Auditor-Controller	0.00	203.00	203.00
527210	Rents & Leases-Equipment	0.00	305.46	305.46
529110	Transp. & Travel - Fuel	0.00	49.72	49.72
529120	Travel - Training And Seminars	0.00	-516.44	-516.44
529130	Trans. & Travel - Private Auto	0.00	44.34	44.34
529210	Utilities	0.00	383,56	383.56
529910	Expendable Equipment	0.00	119.80	119.80
598410	Interest - Long-Term Debt	0.00	8,082.49	8,082.49
	Total Expenditures	0.00	72,763.13	72,763.13
822	Overtime Hours	0.00	135.40	135.40
850	Vacation Taken	0.00	4,00	4.00
852	Sick Leave	0.00	24.00	24.00
	Total Non-Budgetary Expenditures	0.00	163.40	163,40
		0.00	163.40	163.40

 Report ID TCGL0008
 TRIAL BALANCE
 Run Date
 8/27/201

 BY FUND
 Page
 3

Selection Criteria:

Fiscal Year 2020 Period I (July)

Fund 9030 Mi-Wuk Fire District

Account Description Beginning Net Activity Ending

Report ID: TCGL0012R

PeopleSoft ORGANIZATION BUDGET STATUS

Dept. 500 Revenue

Fiscal Year: 2020 As of: 07-31-2019 Fund: 9030 Department: % Beg. Account: 4% to 999999 Program Code: %

Mi Wuk Fire

Fund 9030	Dept. 204500	Program 0000	Account 411110	Description	Budgeted Amount	Current Period	Amount Received	RemainingAmount	Percent Remaining
9030	204500	0000	412110	Ppty Taxes -Current Secured Ppty Taxes - Current Unsecured	180,571.00 4,501.00	0.00	0.00	180,571.00	100.00
9030	204500	0000				-183.18	-183.18	4,684.18	104.07
			414110	Ppty Taxes - Prior Unsecured	89.00	0.00	0.00	89.00	100.00
9030	204500	0000	416110	Supplemental Property Taxes -	2,090.00	0.00	0.00	2,090.00	100.00
				Total Taxes	187,251.00	-183.18	-183.18	187,434.18	100.10
9030	204500	0000	441110	Interest Income	500.00	0.00	0.00	500.00	100.00
				Total Revenue From Use of Money And	500.00	0.00	0.00	500.00	100.00
9030	204500	0000	458110	State - Homeowners' Property T	2,110.00	0.00	0.00	2,110.00	100.00
				Total State Revenues	2,110.00	0.00	0.00	2,110.00	100.00
9030	204500	0000	469940	Other Govs- San Francisco	600.00	0.00	0.00	600.00	100.00
				Total Federal Revenues	600.00	0.00	0.00	600.00	100.00
9030	204500	0000	471211	Benefit Assessments-Fire Assmt	276,950.00	0.00	0.00	276,950.00	100.00
				Total Charges for Services	276,950.00	0.00	0.00	276,950.00	100.00
9030	204500	0000	483111	Misc Income - Reimbursements	0.00	20.00	20.00	-20.00	0.00
				Total Miscellaneous Revenues	0.00	20.00	20.00	-20.00	0.00
9030	204500	0000	491110	Sale Of Fixed Assets	10,000.00	10,000.00	10,000.00	0.00	0.00
				Total Other Financing Sources	10,000.00	10,000.00	10,000.00	0.00	0.00
				Department Total	477,411.00	9,836.82	9,836.82	467,574.18	97.94

Page No. 1 Run Date 08/27/2019 Run Time 15:03:49

Report ID: TCGL0012R

Fiscal Year: 2020 As of: 07-31-2019 Fund: 9030 Department: % Beg. Account: 4% to 999999 Program Code: %

<u>Fund</u> 9030	Dept. 204550	Program 0000	<u>Account</u> 459119	Description State - Emergency Fire Fightin Total State Revenues	Budgeted Amount 144,680.00 144,680.00	Current Period 0.00 0.00	Amount Received 0.00 0.00	Remaining <u>Amount</u> 144,680.00 144,680.00	Percent Remaining 100.00 100.00
9030	204550	0000	469207	Fed- VFA Grant Total Federal Revenues	19,139.00 19,139.00	-1,591.70 -1,591.70	-1,591.70 -1,591.70	20,730.70 20,730.70	108:32 108:32
9030	204550	0000	483111	Misc Income - Reimbursements Total Miscellaneous Revenues	750.00 750.0 0	131.26 131.26	131.26 131.26	618.74 618.74	82.50 82.50
9030 9030 9030 9030	204550 204550 204550 204550 204550	0000 0000 0000 0000	496000 496060 496063 496065	Donations Donations- Auxiliary-Utilities Donations- Auxiliary- Clothing Donations- Auxiliary- Misc Total Other Financing Sources Department Total Fund Total	1,000.00 3,667.00 12,969.00 15,364.00 33,000.00 197,569.00 674,980.00	0-00 99-46 0.00 243-12 342.58 -1,117.86 8,718.96	0.00 99.46 0.00 243.12 342.58 -1,117.86 8,718.96	1,000.00 3,567.54 12,969.00 15,120.88 32,657.42 198,686.86 666,261.04	100.00 97.29 100.00 98.42 98.96 100.57 98.71

PeopleSoft ORGANIZATION BUDGET STATUS

Dept. 550 Revenue

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MI Wuk- Special Projects

End of Report

PeopleSoft ORGANIZATION BUDGET STATUS Report ID: TCGL0012

Dept. 500 Expense

Page No. 1 Run Date 08/27/2019 Run Time 15:03:49

Fiscal Year: 2020 As of: 07-31-2019 Fund: 9030 Department: % Beg. Account: 4% to 999999 Program Code: %

Mi Wuk Fire

Fund 9030 9030 9030 9030 9030 9030 9030 903	Dept. 204500 204500 204500 204500 204500 204500 204500 204500 204500	Program 0000 0000 0000 0000 0000 0000 0000 0	Account 511110 511132 511153 511160 512215 512225 512310 512410 512420	Description Regular Salaries Recruitment Expense Part-Time/Reserve Salaries Overtime Salaries Employee Physicals Life Insurance Workers Compensation Insurance F.I.C.A. Unemployment Insurance	Budgeted Amount 249,855.00 6,629.00 44,590.00 30,773.00 161.00 2,803.00 21,151.00 24,317.00 1,500.00	Current Period 21,119.79 0.00 6,954.79 3,634.35 0.00 20.25 21,297.26 2,415.64 125.00	Encumbered Amount 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Expended Amount 21,119.79 0.00 6,954.79 3,634.35 0.00 20.25 21,297.26 2,415.64 125.00	Remaining Amount 228,735.21 6,629.00 37,635.21 27,138.65 161.00 2,782.75 -146.26 21,901.36 1,375.00	Percent Remaining 91.55 100.00 84.40 88.19 100.00 99.28 -0.69 90.07 91.67
9030 9030 9030 9030 9030 9030 9030 9030	204500 204500	0000 0000 0000 0000 0000 0000 0000 0000 0000	521210 521310 521425 521510 5221610 522120 522120 5221277 522510 522512 523210 525140 525140 525150 526106 526107 526110 526124 527110 527210	Clothing & Personal Supplies Communications Food - Other Household Expense Insurance Maintenance Equipment Maint Equip-Vehicles Maint- Vehicles - Internal Fire Extinguisher Testing Maintenance - Buildings & Imps Maintenance - Buildings & Imps Maintenance - Grounds Dues & Memberships Office Expense Office Expense Office Expense - Postage P S & S - Tax Admin Fee P S & S -Tax Parcel Fee P S & S-Auditor-Controller Publications & Legal Notices	381,779.00 480.00 4,100.00 215.00 317.00 4,089.00 2,000.00 8,500.00 4,612.00 340.00 4,620.00 2,875.00 3,082.00 500.00 100.00 350.00 4,629.00 3,864.00 9,633.00 2,274.00 239.00	129.55 0.00 82.58 99.27 5,637.00 112.89 1,976.05 0.00 189.28 0.00 0.00 60.30 0.00 64.80 203.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	55,567.08 129.55 0.00 82.58 99.27 5,637.00 112.89 1,976.05 0.00 0.00 189.28 0.00 0.00 66.77 0.00 60.30 0.00 44.80 203.00	326,211.92 350.45 4,100.00 132.42 217.73 -1,548.00 1,887.11 6,523.95 4,612.00 340.00 4,430.72 2,875.00 3,082.00 413.23 100.00 289.70 4,629.00 3,864.00 9,588.20 2,071.00 239.00	85.45 73.01 100.00 61.59 68.68 -37.86 94.36 76.75 100.00 100.00 95.90 100.00 82.65 100.00 82.77 100.00 100.00 99.53 91.07
9030 9030 9030 9030 9030 9030 9030 9030	204500 204500 204500 204500 204500 204500 204500 204500 204500	0000 0000 0000 0000 0000 0000 0000 0000	527310 527410 527410 528110 528184 529110 529120 529130 529140 529210 529210	Rents & Leases-Equipment Rents & Leases - Bldgs & Impro Small Tools Special Departmental Expense SDE-Awards & Certificates Transp. & Travel - Fuel Travel - Training And Seminars Trans. & Travel - Private Auto Travel Utilities Expendable Equipment	3,085.00 135.00 100.00 638.00 100.00 7,480.00 2,000.00 100.00 7,229.00 9,087.00	305.46 0.00 0.00 0.00 0.00 0.00 -516.44 44.34 0.00 230.14	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	305.46 0.00 0.00 0.00 0.00 0.00 -516.44 44.34 0.00 230.14	2,779,54 135.00 100.00 638.00 100.00 7,480.00 2,516.44 255.66 100.00 6,998.86 8,967.20	90.10 100.00 100.00 100.00 100.00 125.82 85.22 100.00 96.82 98.68

Report ID: TCGL0012

PeopleSoft ORGANIZATION BUDGET STATUS

Dept. 500 Expense

Page No. 2 Run Date 08/27/2019 Run Time 15:03:49

Fiscal Year: 2020 As of: 07-31-2019
Fund: 9030
Department: %
Beg. Account: 4% to 999999
Program Code: %

Mi Wuk Fire

<u>Fund</u>	Dept.	Program	Account	Description Total Services and Supplies	Budgeted Amount 87,073.00	Current Period 8,804.79	Encumbered Amount 0.00	Expended Amount 8,804.79	Remaining Amount 78,268.21	Percent Remaining 89.89
9030	204500	0000	598410	Interest - Long-Term Debt Total Depreciation	34,643.00 34,643.00	8,082.49 8,082.49	0.00 0.00	8,082:49 8,082:49	26,560:51 26,560:5 1	76.67 76.67
9030	204500	0000	691110	Appropriation For Contingencie Total Appropriation for Contingencie Department Total	236,669.00 236,669.00 740,164.00	0.00 0.00 72,454.36	0.00 0.00 0.00	0.00 0.00 72,454.36	236,669.00 236,669.00 667,709.64	100.00 100.00 90.21

PeopleSoft ORGANIZATION BUDGET STATUS

Dept. 550 Expense

Page No. 3 Run Date 08/27/2019 Run Time 15:03:57

Report ID: TCGL0012

Fiscal Year: 2020 As of: 07-31-2019 Fund: 9030 Department: % Beg. Account: 4% to 999999 Program Code: %

MI Wuk- Special Projects

Fund 9030 9030 9030	Dent. 204550 204550 204550	Program 0000 0000 0000	Account 511110 512310 512410	Description Regular Salaries Workers Compensation Insurance F.I.C.A. Total Salaries and Employee Benefits	Budgeted Amount 82,036.00 5,972.00 6,276.00 94,284.00	Current Period 0.00 0.00 0.00 0.00	Encumbered Amount 0.00 0.00 0.00	Expended Amount 0.00 0.00 0.00 0.00	Remaining Amount 82,036.00 5,972.00 6,276.00 94,284.00	Percent Remaining 100.00 100.00 100.00 100.00
9030	204550	0000	521210	Clothing & Personal Supplies	23,270.00	0.00	0_00	0.00	23.270.00	100.00
9030	204550	0000	521310	Communications	1,300.00	0.00	0_00	0.00	1.300.00	100.00
9030	204550	0000	521425	Food - Other	450.00	0.00	0.00	0.00	450.00	100.00
9030	204550	0000	521510	Household Expense	1,722.00	105.63	0.00	105.63	1,616,37	93.87
9030	204550	0000	522110	Maintenance Equipment	50.00	0.00	0.00	0.00	50,00	100.00
9030	204550	0000	522120	Maint Equip-Vehicles	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	522510	Maintenance - Buildings & Imps	597.00	0.00	0.00	0.00	597.00	100.00
9030	204550	0000	522512	Maintenance - Grounds	1,000.00	0.00	0.00	0.00	1,000.00	100.00
9030	204550	0000	523210	Dues & Memberships	634.00	0.00	0.00	0.00	634.00	100.00
9030	204550	0000	525110	Office Expense	242.00	0.00	0.00	0.00	242.00	100.00
9030	204550	0000	529110	Transp. & Travel - Fuel	1,350.00	49.72	0.00	49.72	1,300.28	96.32
9030	204550	0000	529210	Utilities	3,667.00	153.42	0.00	153.42	3,513.58	95.92
9030	204550	0000	529910	Expendable Equipment	9,623.00	0.00	0.00	0.00	9,623.00	100.00
				Total Services and Supplies	43,905.00	308.77	0.00	308.77	43,596.23	99.30
				Department Total	130,189.00	308.77	0.00	308.77	137,800.23	99.78
				Fund Total	870,353.00	72,763.13	0.00	72,763.13	805,589.87	91.72

End of Report

									<u> </u>					
	Cash on Hand by Month													
	FY 19/20		FY 18/19	l	FY 17/18		FY 16/17		FY 15/16		FY 14/15			
Jul 31	\$ 202,670.42	\$	160,788.10	\$	125,178.72	\$	102,836.45	\$	91,027.21	\$	98,475.15			
Aug 31		\$	77,662.37	\$	90,372.49	\$	65,207.79	\$	56,481.78	\$	55,133.05			
Sep 30		\$	30,713.08	\$	64,183.33	\$	46,469.69	\$	26,082.37	\$	15,583.75			
Oct 31		\$	51.87	\$	35,625.92	\$	20,695.14	\$	54.93	\$	91.48			
Nov 30		\$	72.52	\$	25,495.92	\$	28,413.14	\$	117.19	\$	33.08			
Dec 31		\$	185,032.02	\$	197,024.76	\$	174,746.43	\$	150,895.35	\$	143,297.01			
Jan 31		\$	172,709.26	\$	198,245.16	\$	148,725.48	\$	123,196.88	\$	107,361.47			
Feb 28		\$	129,344.83	\$	161,654.76	\$	113,087.15	\$	93,346.87	\$	80,807.04			
Mar 31		\$	137,982.68	\$	135,241.04	\$	66,058.64	\$	27,117.75	\$	51,204.32			
Apr 30		\$	275,251.54	\$	272,357.19	\$	214,194.29	\$	98,760.14	\$	165,464.83			
May 31		\$	271,468.33	\$	245,512.31	\$	193,849.35	\$	69,401.49	\$	150,907.81			
Jun 30		\$	256,825.82	\$	225,419.40	\$	180,850.91	\$	166,612.59	\$	147,732.11			



Bringing the World to the Woods

4101 Wild Chaparral, PO Box 1041 Shingle Springs, CA 95682 530-672-1078

TOWER/ANTENNA ARRAY-LAND LEASE AGREEMENT

	THIS TOWER/ANTENNA ARRAY-LAND LEASE AGREEMENT ("Agreement") is entered into
this _	by and between Cal.net, Inc., a Delaware Corporation with its principal
place (of business at 4101 Wild Chaparral Dr., Shingle Springs, CA 95682, (hereinafter "Cal.net")
and M	I WUK SUGAR PINE FIRE DIST (hereinafter "Landlord").

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the parties agree as follows:

- Leased Property. Subject to the terms and conditions of this Lease, Landlord leases to Cal.net and Cal.net leases from Landlord a certain portion of real property owned by Landlord, located at 24243 STATE HWY 108, TWAIN HARTE, CA 95383 (the "Property"). This Agreement and Cal.net's lease of the Property is subject to all existing easements, covenants, conditions, and restrictions of record, if any.
- 2. Use. Cal.net shall use the Property only for the purpose of maintaining, and operating a telecommunications Tower/Antenna Array. Cal.net may use the Property for the operation and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Cal.net by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Agreement. Cal.net shall use the Property in compliance with all federal. state, local laws and regulations. If for any reason Cal.net's use of the Property fails to comply with any federal, state or local law and Cal.net fails to bring its use within compliance within ninety (90) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, without penalty to Cal.net, unless sooner authorized by such law. Landlord agrees to reasonably cooperate with Cal.net in obtaining, at Cal.net's expense, all licenses and permits if required or as deemed necessary for Cal.net's use of the leased Property. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Cal.net is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Cal.net will be unable to use the Property for its intended purposes, this Lease shall automatically terminate.
- 3. <u>Term</u>. The initial term of this Lease shall be five (5) years, commencing upon the date this document is executed by Landlord and Cal.net. This Lease shall automatically be renewed for each successive renewal term unless Cal.net shall notify Landlord of Cal.net's intention not to renew the Lease at least 90 days prior to the expiration of the original or any subsequent renewal term.

4. <u>Lease Consideration</u>:

As consideration for this Lease, Cal.Net shall provide services to Landlord over the term of this agreement for the total value of: \$10,140.00.

One free Internet service connections with Cal.net's Wireless Express Service Plan. This plan offers minimum download speeds of 25.0Mbps, and upload speeds of 6.0Mbps, this also includes a Platinum Protection Plan, which combined have an \$169.95 monthly value not exchangeable for a cash value.

5. Access.

- a. Cal.net shall have the right, at its sole cost and expense, operate and maintain the facilities on the Tower/Antenna Array, which facilities include radio transmitting and receiving antennas (the "telecommunications equipment"). Cal.net's installation of all such telecommunications equipment, personal property, and facilities shall be done according to plans approved by Landlord, and no telecommunications equipment or property shall be subsequently relocated without Landlord's approval which approvals shall not be unreasonably withheld or delayed. At all times, the Tower/Antenna Array and all related telecommunications equipment installed thereon shall remain the exclusive property of Cal.net. Cal.net shall provide the trenching and conduits needed to bring power from the main point of entry to the Tower/Antenna Array and data back.
- b. At all times during this Lease, Landlord hereby grants to Cal.net a nonexclusive easement for ingress, egress, and access over the Property which gives Cal.net access to the Tower/Antenna Array in order to operate and maintain its telecommunications equipment at no additional charge to Cal.net.
- c. Cal.net shall provide Landlord, at the Landlord's request, with documentation of the telecommunications equipment installed on the Property. Documentation shall include but not necessarily be limited to a complete and detailed inventory of all telecommunications equipment and personal property placed on the Tower/Antenna Array.
- d. Cal.net shall have sole responsibility for the maintenance and repair of its telecommunications equipment, personal property, and any other leasehold improvements.
- e. Landlord will notify Cal.net at least five (5) days in advance of the date when any scheduled or general maintenance of more than one day is to occur at the Property which may preclude or otherwise prevent Cal.net's access to the Tower/Antenna Array.
- f. Landlord shall provide Cal.net access to extend electrical power as necessary for operation of the installed equipment.

6. <u>Reasonable Approval.</u> Both parties shall not unreasonably withhold or delay approvals required under this Lease.

7. Environmental Matters.

- a. Cal.net's Obligations:
 - i. Cal.net will not cause or permit the storage, treatment or disposal of any hazardous waste in, on, or about the Property or any part of thereof by Cal.net, its agents, employees or contractors. Cal.net will not permit the Property to be used or operated in a manner that may cause the Property to be contaminated by any hazardous materials in violation of any environmental laws.
 - ii. Cal.net will be solely responsible for and will defend, indemnify, and hold Landlord harmless from and against all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Cal.net's breach of its obligations in this Section; or Cal.net's introduction of hazardous materials to the Property. Cal.net's obligations under this Section shall survive the expiration or other termination of this Lease.
- b. Mutual Obligations: each party will promptly notify the other party of
 - Any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any environmental laws relating to any hazardous materials affecting any part of the Property; and
 - ii. All claims made or threatened by any third party against Cal.net, Landlord or any part of the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any hazardous materials on or about the Property.

8. Termination.

- a. Except as otherwise provided herein, this Lease may be terminated by either party upon one hundred and twenty (120) days written notice to the other party or as follows:
 - By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;
 - ii. By Landlord, if it determines that the Tower/Antenna Array is structurally unsound, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower/Antenna Array or the Property from any source, or factors relating to condition of the Property; or
 - iii. By Landlord, if Cal.net's use of the Property becomes illegal under any federal, state or local law, rule or regulation.
- Upon termination of this Lease for any reason, unless otherwise agreed upon between the parties in writing subsequent to notice of termination and prior to termination date, Cal.net, at Cal.net's expense, shall remove from the Property the Tower/Antenna Array

and all of its telecommunications equipment within sixty (60) days after the date of termination.

9. Insurance.

- Cal.net shall provide Comprehensive General Liability Insurance coverage, including Property/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- c. Cal.net shall provide to Landlord, at Landlord's request and prior to Commencement Date of the Lease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of California, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be cancelled, nonrenewable, or materially changed without thirty (30) days prior written notice to Landlord.
- 10. <u>Damage or Destruction of Property</u>. If the Property, Tower/Antenna Array, or telecommunications equipment are destroyed or damaged so as, in Cal.net's judgment to render the site unusable, Cal.net may elect to terminate this Lease upon thirty (30) days written notice to Landlord. In the event Cal.net elects to terminate the Lease, Cal.net shall be entitled to reimbursement of any prepaid profit share payments prorated prior to the date of termination.
- 11. Restrictions: You agree that during the term of this lease you will not allow another vendor of similar fixed-wireless broadband Internet service to utilize your Premises for similar purposes. This does not preclude the use of your Premises for other types of wireless technologies such as cellular voice communications, paging services, radio, or television. However, you shall ensure that none of these other allowable technologies be conducted in a way which materially impacts Cal.net's equipment installed under this Agreement.
- 12. Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Cal.net shall not be entitled to any portion of the award paid for the taking and Landlord shall receive the full amount of such award, Cal.net hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to Landlord, Cal.net shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Cal.net on account of any and all damage to Cal.net's business by reason of the taking and for or on account of any cost or loss to which Cal.net might be put in removing and relocating its equipment, personal property, telecommunications equipment

- and leasehold improvements. Landlord will refund any prepaid revenue share payments prorated as of the date the Property is taken by the Condemning Authority.
- 13. Indemnification. Except for the negligent acts or willful misconduct of Landlord's agents or employees, Cal.net agrees to indemnify, defend, and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be held liable, which arise from the negligence, willful misconduct, or other fault of Cal.net or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, maintenance, use, repair, removal, or presence telecommunications equipment on the Property and the Tower/Antenna Array.

Except for the negligent acts or willful misconduct of Cal.net's agents or employees, Landlord agrees to indemnify, defend, and hold harmless Cal.net and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Cal.net or for which Cal.net may be held liable, which arise from the negligence, willful misconduct, or other fault of Landlord or its employees, agents, or subcontractors in the performance of this Lease or from the operation, maintenance, repair of the Property.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses: Cal.net PO Box 1041, Shingle Springs, CA 95682.

15. Representations and Warranties.

- a. Landlord warrants that:
 - i. it has full right, power, and authority to execute this Lease; and
 - ii. Landlord further warrants that Cal.net shall have the quiet enjoyment of the Property during the term of this Lease in accordance with its terms.
- b. Landlord warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, except for those used in normal farm operations.
- c. Cal.net represents and warrants that its storage and use of any Substance on the Property will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the property only if necessary for its transmission operations. Cal.net agrees to indemnify and hold harmless Landlord from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above-named materials that are part of Cal.net telecommunications

- equipment, personal property, or any component parts or by-products thereof in violation of applicable law.
- d. Cal.net, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Cal.net, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect Cal.net use of the Property, Cal.net shall have the right to cancel this Lease immediately upon written notice to Landlord.
- 16. <u>Assignment</u>. Cal.net may not assign or sublet this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, except to any entity which controls, is controlled by, or is under the common control with Cal.net, or to any entity resulting from any merger or consolidation with Cal.net, or to any partner of Cal.net, or to any partnership in which Cal.net is a general partner, or to any person or entity which acquires all of the assets of Cal.net as a going concern, or to any entity which obtains a security interest in a substantial portion of Cal.net's assets. Upon an assignment of Cal.net's interest, it shall be released from all liability under this Lease.
- 17. Compliance with Laws. All work performed or materials supplied under this Agreement shall be furnished or performed in full and complete compliance with all applicable federal, state, and local laws and regulations in the performance of this Agreement, including the procurement of software licenses, secure certificates, etc. where needed.
- 18. Severability. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The provisions of this Agreement are severable and if any one or more of such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.
- 19. <u>Headings/Interpretation</u>. Headings used in this Agreement are for reference purposes only and in no way, define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as gender neutral. The word "including" shall be read as "including without limitation." No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.
- 20. Entire Agreement. This Agreement including the Terms and any Exhibits, or Addenda hereto sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and any and all previous agreements, representations or understandings, whether oral or written, which are inconsistent with or additional to any of the various terms and conditions of this Agreement are hereby canceled, rendered null and void and superseded in their entirety. No agreement or understanding to modify

this Agreement shall be binding upon either party unless agreed to in writing by an employee of each party authorized to bind such party.

- 21. <u>Counterparts</u>. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed or caused to be executed a counterpart of this Agreement and delivered the such executed counterpart to the other party.
- 22. <u>Waiver</u>. A waiver of a breach of any term of this Agreement must be in writing and shall not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after the other's breach shall not be construed as a waiver of that breach. No waiver, failure or delay by either party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall such waiver, failure or delay be a waiver of any of the other terms and conditions of this Agreement.
- 23. <u>Successors and Assigns</u>. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.
- 24. Arbitration & Disputes: Cal.net's Terms & Conditions require you to give Cal.net an opportunity to resolve all disputes before filing a claim in court or in arbitration. See Cal.net's Terms and Conditions (available at https://www.cal.net/legal/terms and conditions) for more information and for how to contact Cal.net to resolve your dispute. Cal.net requires ARBITRATION of disputes UNLESS I OPT OUT WITHIN 30 DAYS OF ACTIVATION OF THE CAL.NET SERVICE. See Cal.net's Terms and Conditions for details.

If you are unable to resolve a dispute with Cal.net and you wish to assert a legal claim, the Terms & Conditions require that your claim will be resolved in arbitration or in small claims court, unless you opted out of arbitration. Cal.net subscribers may opt out of arbitration within 30 days from the date of activation of Service.

In order to opt out of arbitration you must call Cal.net Customer service at 530-672-1078, x2 within thirty (30) days of activation of the Service and request to opt-out of arbitration. If more than thirty (30) days has passed since your Cal.net service was activated, you are not eligible to opt out of arbitration and any opt out request will not be valid.

25. Miscellaneous.

- a. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
- b. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- c. This Lease shall be construed in accordance with the laws of the State of California.
- d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

e. <u>Treatment of Confidential Information</u>. All information in this agreement is considered to be confidential, and as such Each Party agrees not to use this Confidential Information for the Receiving Party's own use or for any purpose outside of this agreement. All Information pertaining to any consideration agreed upon by both parties is not to be shared or disclosed without prior written approval from the other party. Each Receiving Party shall take all reasonable measures (i) to protect the secrecy of and avoid disclosure or unauthorized use of Confidential Information of the Disclosing Party, and (ii) to prevent such Confidential Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

Landlord: MI WUK SUGAR PINE FIRE DIST

Mailing Add:

24243 STATE HWY 108, TWAIN HARTE CA

Cal.net PO BOX 1041 Shingle Springs, CA 95682 530-672-1078

Signature

Date

Cal .net Signature

Date

MI WUK SUGAR PINE FIRE DIST SIGNATORY

WHEREAS, Local Agency Formation Commissions (LAFCO) were established by state legislature in 1963 as regulatory agencies in each California county to ensure the orderly formation and development of local agencies, which is now provided for in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CA Government Code Section 56000 et seq.); and

WHEREAS, among other regulatory powers, LAFCOs are responsible for approving, establishing, expanding, reorganizing and, in limited circumstances, dissolving cities and special districts within their respective counties; and

WHEREAS, LAFCOs are required to be made of two county representatives, two city representatives and one public member; and

WHEREAS, in 1972, state law made it possible for LAFCOs to expand their membership by adding two independent special district representatives, which can be achieved through a process set forth in CA Government Code Section 56332; and

WHEREAS, Tuolumne County LAFCO currently does not have independent special district representation; and

WHEREAS, since Tuolumne County LAFCO directly impacts operations, existence and growth of independent special districts within the County, including Mi-Wuk Sugar Pine Fire Protection District (District), it is important that special districts gain representation on the Tuolumne County LAFCO; and

WHEREAS, if special districts gain representation on the Tuolumne County LAFCO, they will be required to share a portion (up to one-third) of the total Tuolumne County LAFCO costs; and

WHEREAS, many independent special districts in Tuolumne County met beginning on May 3, 2018 and following which, resolutions supporting the concept and initiating the process of special district membership on Tuolumne County LAFCO was submitted to the County by a majority of districts; and

WHEREAS, in accordance with California Government Code 56332.5, Tuolumne County LAFCO on April 8, 2019 adopted the Resolution if Intention, Resolution 296, forming the independent special district selection committee and adopting related determinations; and

WHEREAS, during a meeting of the Special District Selection Committee held on May 29, 2019, a tentative agreement was reached among participating Districts reaffirming the intent of gaining special district representation on Tuolumne County LAFCO, payment of associated costs, voting requirements once on LAFCO and special district member selection and rotation; and

WHEREAS, it is in the best interest of the District to initiate formal action as required by Tuolumne County LAFCO Resolution of Intention 296, in collaboration with other independent special districts to complete the process of gaining special district representation.

NOW, THEREFORE, BE IT RESOLVED, by the District Board of Directors that:

- Adoption of this Resolution shall serve as an affirmative vote in representation on the Special District Selection Committee, that the District accepts independent special district representation on the Tuolumne County LAFCO; and
- The Board President is authorized to represent the District as the Special District Selection Committee representative in all procedural processes required to gain and implement special district representation on Tuolumne County LAFCO; and.

3)	The independent special districts accept the default LAFCO budget apportionment of one-third share of
-,	costs. The special districts agree to fund their one-third share of the 201920 LAFCO costs as follows:
(2	n) Tuolumne Utilities District - \$8500
(l	b) Groveland Community Services District - \$4,200
(0	c) Twain Harte Community Services District - \$2,200
(0	d) Jamestown and Tuolumne City Sanitary Districts - \$1000 each
(6	e) Fire Districts - \$500 each
(1	Cemetery Districts and Tuolumne County Resource Conservation District – at the percentage of district revenue to total special district revenue countywide.
	The initial allocations listed above shall be adjusted proportionally based on changes to the Tuolumne County LAFCO budget annually or as otherwise agreed by a vote of the majority of the special district selection committee.
4)	Special district members serving on the Tuolumne County LAFCO shall not be disqualified from voting on proposals affecting their own special districts.
5)	This Resolution shall serve as the District's official nomination of [Insert name and title for example Director/Board President/Board Member] as the District's initial candidate for potential appointment to the Tuolumne County LAFCO by the Special District Selection Committee, and [Director/Board President/Board Member] as the District's alternate candidate.
6)	Upon enlargement of the commission to include independent special districts, the term for one new special district member, selected from any independent special district in Tuolumne County, shall coincide with the term of the existing commission member who holds the office represented by the original two-year term on the commission. The term of the second new special district member coincides with the term of the existing commission member who holds the office represented by the original four-year term on the commission. This second special district member shall be from the Tuolumne Utilities District, Groveland Community Services District, or Twain Harte Community Services District, and this commission position shall then rotate consecutively to the next agency in the above listed order following each term.
7)	The use of US mail or email ballots is desired to conduct the special district member selection process.
	WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Mi-Wuk Sugar Pine Fire Protection District on September 10, 2019, by the following vote:
	AYES: NOES: ABSENT: ABSTAIN:
	Blythe Klipple, Board President
	ATTEST:
	Steve McClintock, Board Clerk