

Independence Ranch Community Services District

www.iranchcsd.org

SPECIAL BOARD MEETING

Friday, September 18, 2020

6:00 PM

PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER N-29-20, MEMBERS OF THE BOARD OF DIRECTORS, STAFF AND PUBLIC MAY PARTICIPATE IN THIS MEETING VIA TELECONFERENCE AND/OR ELECTRONICALLY.

ZOOM MEETING: <https://us02web.zoom.us/j/8347246822>

Meeting ID: 834 724 6822 Password: No Password Required

BY PHONE: 1-408-638-0968 Meeting ID # 834 724 6822

A G E N D A

- 1. 6:00 PM OPEN SESSION / ROLL CALL**
- 2. PUBLIC COMMENT**
Members of the public may address the Board on items other than those scheduled on the agenda. PLEASE BEGIN BY STATING YOUR NAME AND ADDRESS. **EACH PERSON AND SUBJECT IS LIMITED TO A 3-MINUTE DISCUSSION.** Any person or subject requiring more than three minutes or action by the Board may be scheduled for a future Board meeting. Those persons wishing to speak on any item scheduled on the agenda will be given an opportunity to do so at the time that item is being considered.
- 3. APPROVAL of AGENDA**
- 4. APPROVAL of MINUTES: [Regular Meeting July 9, 2020](#)**
- 5. MANAGER REPORT –**
- 6. APPROVAL OF TREASURER'S REPORT AND FINANCIALS: See addendums A & B**
- 7. APPROVAL OF WARRANT REGISTER: Addendum C**

Independence Ranch Community Services District

www.iranchcsd.org

8. DISCUSSION ITEMS

- A. **Agreement to Retain Adamski Moroski Madden Cumberland & Green LLP (Firm) to Perform Legal Services for the Board.** Per the Board's direction staff requested the Firm to an Agreement for the Firm to provide legal services to the CSD Board of Directors. The Agreement is attached for the Board's consideration and approval. **Possible Board Action**
- B. **Recommendation to the County Board of Supervisors to Fill TWO four-year Positions on the Governing Board of Directors:** As noted at the July 9th Board meeting, four Director terms will be expiring on December 4, 2020. According to County staff, Director Leezer filed to fill a four-year term and Director Kenyon filed to fill a two-year term. On August 25, 2020, the County sent the attached letter advising that no one filed Declarations of Candidacy for the remaining TWO, four-year terms. Therefore, an election will not be held. Instead, the County Board of Supervisors will appoint qualified persons to the positions based on a recommendation from the CSD Board of Directors. It is staff's understanding that both Director Noe and Director Meehan are interested in continuing to serve on the Board. If so, staff recommends the Board approve a motion to recommend the Board of Supervisors appoint Carol Noe and Danny Meehan to the two open positions. **Possible Board action.**
- C. **Road Maintenance:** At the July 9th, 2020, Board meeting the Directors deferred action on retaining a contractor to provide road repair in order to seek additional road repair quotes. Attached are the quotes that have been provided to staff including the two quotes presented at the July 9th Board meeting. The Board is once again advised that the approved FY 2020/21 budget provides for approximately \$15,000 in road repair expenses. **Possible Board Action.**

9. **DIRECTOR / MANAGER COMMENTS:** This is the opportunity for board members or staff to make brief comments or suggestions.

10. **ADJOURNMENT:** The next regular Board of Directors meeting is scheduled for **Thursday, October, 8, 2020.**

Independence Ranch
Community Services District
6289 Hawk Ridge Place, San Miguel, CA 93451
www.iranchcsd.org

REGULAR BOARD MEETING MINUTES

Thursday, July 9, 2020 6:30 PM

Pursuant to State and Local Orders the Directors and Public Members participated in the meeting via teleconference and/or electronically

1. 6:30 PM OPEN SESSION/ROLL CALL/PLEDGE OF ALLEGIANCE

The meeting was called to Order at approximately 6:36 PM. Board members present: President Carol Noe, Vice President John Hunter, Director Terry Leezer and Director Danny Meehan.

Members absent: Director Mark Kenyon

2. PUBLIC COMMENT: No Public Comment

3. APPROVAL OF AGENDA: Director Meehan made a motion to approve the agenda. Motion was seconded by Director Hunter and motion passed 4-0 with 1 Board member absent.

4. APPROVAL OF MINUTES: Regular Meeting May 14, 2020

Motion to approve the May 14, 2020 meeting minutes by Director Noe, seconded by Director Hunter, motion passed 4-0, with 1 Board member absent.

5. MANAGER'S REPORT: GM Hagemann advised the Board of Directors and public members, that there will be four Director Terms expiring on December 4, 2020. The terms expiring include: Carol Noe, Terry Leezer, Danny Meehan and Mark Kenyon.

Hagemann noted that Individuals wishing to run for the Board of Directors and Directors wishing to seek re-election must file a declaration of candidacy form and other related documents with the County Elections Office between July 13 and August 7, 2020, and he referred interested parties to refer to the attached Special District Calendar of Events.

6. TREASURER'S REPORT AND APPROVAL OF FINANCIALS:

GM Hagemann provided an updated Balance Sheet dated July 9, 2020, and the Profit and Loss statement for May 10, through July 9, 2020. **Motion to approve the Financial Reports by Director Meehan, seconded by Director Noe, motion carried 4-0 with 1 Board member absent.**

Director Kenyon joined the meeting at approximately 6:57 PM

7. APPROVAL OF WARRANT REGISTER: Director Noe made a motion to approve the Warrant Register, the motion was seconded by Director Leezer. The motion carried 5-0.

8. DISCUSSION ITEMS:

- A. Election of President and Vice-President of the Board of Directors for Fiscal Year 2020/21:** Director Noe was nominated to serve as Board President. On a 3-2 vote Director Noe was elected as the Board President. Director Meehan was nominated to serve as Vice President. On a 5-0 vote director Meehan was elected as Board Vice President.
- B. RESOLUTION No. 2020-02: Requesting consolidation of the District's biennial election with the November 3, 2020 consolidated general election:** Director Kenyon made a motion to adopt Resolution No. 2020-02. Director Meehan seconded the motion and the motion passed 5 – 0.
- C. Request to Expand IRCSD Service Area:** The Board discussed the item and decided to take no formal action at this time. The Board wanted to consider clarifying the policy for adding additional lots to the CSD service Area. Ms. Markham stated that she would report back to the group wishing to join the CSD.
- D. Road Maintenance/Signage:** The Board had received two proposals for road repair, one from Ramsey Asphalt to repair 2,300 square feet of asphalt at a cost of \$14,996 (\$6.52 per square foot) and one from Ferravanti Grading & Paving to repair 2,300 square feet at a cost of \$23,000 (\$10 per square foot). The Board wanted to obtain additional quotes and deferred taking any action on road repair until a future meeting. The Board unanimously approved an expenditure of up to \$350 to purchase Cal Fire Signage to be placed near the mailboxes.
- E. Update of General Manager Contract:** The Board declined to take action on updating the General Managers contract.

9. DIRECTOR/MANAGER COMMENTS: The Board requested the GM follow-up with Attorney Jeff Minnery regarding his firm providing legal services to the Board, especially regarding the preparation of a memo confirming the proper process for increasing the road maintenance assessment fees. Director Hunter mentioned that he will pick up the CSD's archived paper files currently being stored at former Director Tracy's residence.

10. ADJOURNMENT: On a motion by Director Kenyon, seconded by Director Meehan, the meeting was adjourned at approximately 9:00 PM. The next regular meeting is scheduled to be on September 10th, 2020.

Note: These minutes are to be considered as a draft only until approved by the Board at the next regular meeting and signed.



Submitted by Brad Hagemann, General Manager

Independence Ranch CSD
Balance Sheet
As of September 18, 2020

	<u>Sep 18, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash Summary	
1020 · Checking-Heritage Oaks Bank	30,301.98
1040 · HOB Savings RESTRICTED-USDA	3,507.74
Total 1000 · Cash Summary	<u>33,809.72</u>
Total Checking/Savings	33,809.72
Other Current Assets	
1300 · Current Assets	
1310 · Prepaid Expenses	109.46
Total 1300 · Current Assets	<u>109.46</u>
Total Other Current Assets	<u>109.46</u>
Total Current Assets	<u>33,919.18</u>
TOTAL ASSETS	<u><u>33,919.18</u></u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
2700 · USDA Rural Development Loan	385,000.00
Total Long Term Liabilities	<u>385,000.00</u>
Total Liabilities	385,000.00
Equity	
3020 · Retained Earnings	-340,605.33
Net Income	-10,475.49
Total Equity	<u>-351,080.82</u>
TOTAL LIABILITIES & EQUITY	<u><u>33,919.18</u></u>

Independence Ranch CSD
Profit & Loss
July 10 through September 18, 2020

	<u>Jul 10 - Sep 18, 20</u>
Income	
4000 · Income Summary	
4010 · Road Assessment Fees	1,023.28
Total 4000 · Income Summary	<u>1,023.28</u>
Total Income	1,023.28
Expense	
5000 · Fees and Dues	
5001 · LAFCO Fees	168.77
Total 5000 · Fees and Dues	168.77
5100 · General Overhead Expenses	
5105 · General Administrative Services	
5105.01 · General Manager	1,500.00
Total 5105 · General Administrative Services	1,500.00
5115 · Interest Expense	6,720.00
Total 5100 · General Overhead Expenses	8,220.00
5400 · Professional Fees	
5401 · Legal Fees	125.00
Total 5400 · Professional Fees	<u>125.00</u>
Total Expense	<u>8,513.77</u>
Net Income	<u><u>-7,490.49</u></u>

Independence Ranch CSD
Warrant Register
 July 10 through September 18, 2020

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
	08/03/2021	USDA Rural Development	1020 · Checking-Heritage Oaks...	
			5115 · Interest Expense	-6,720.00
TOTAL				-6,720.00
1522	09/18/2021	SLOACTTC	1020 · Checking-Heritage Oaks...	
			5001 · LAFCO Fees	-168.77
TOTAL				-168.77
1523	09/18/2021	Adamski Moroski, Madden, C ...	1020 · Checking-Heritage Oaks...	
			5401 · Legal Fees	-125.00
TOTAL				-125.00
1524	09/18/2021	Hagemann & Associates	1020 · Checking-Heritage Oaks...	
			5105.01 · General Manager	-1,500.00
TOTAL				-1,500.00



COUNTY OF SAN LUIS OBISPO
AUDITOR - CONTROLLER • TREASURER - TAX COLLECTOR
James W. Hamilton, CPA Auditor-Controller • Treasurer-Tax Collector
Lydia J. Corr, CPA Assistant Auditor-Controller • Treasurer-Tax Collector

TO: CITIES AND INDEPENDENT SPECIAL DISTRICTS

FROM: JAMES W. HAMILTON, AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

DATE: JULY 7, 2020

SUBJECT: LAFCO BUDGET ALLOCATIONS FOR 2020-2021

A handwritten signature in black ink, appearing to be "JH", located to the right of the "FROM:" line.

INVOICE FOR PAYMENT

On May 21, 2020, the Local Agency Formation Commission (LAFCO) adopted its 2020-2021 Final Budget. The amount allocated to the county, special districts, and cities is \$165,672 each, with individual amounts for each city and special district set forth in the table on the back and have been included in the total amount due for each district.

The individual special district and city allocations were calculated based on the revenues reported in the Annual Reports for 2017-2018 as published by the State Controller's Office.

The amount for your agency is due and payable no later than August 30, 2020.

Payment should be made to:

- SLOACTTC
- Attn Jeannine Edwards
- PO Box 1149, San Luis Obispo, CA 93406-1149

Please note "LAFCO 2020-21" on the payment stub.

If you have any questions or need additional information, please contact Jeannine Edwards at 805-781-4087.

**LAFCO CHARGES TO SPECIAL DISTRICTS FOR THE 2020-2021 FISCAL YEAR
SPECIAL DISTRICTS SHARE OF BUDGETED COSTS \$165,672.00**

SPECIAL DISTRICT	REVENUE AMOUNT	ALLOCATION FACTOR	AMOUNT DUE BY 8/30/2020
ARROYO GRANDE CEMETERY	\$ 516,292.00	0.84%	\$ 1,399.37
ATASCADERO CEMETERY	\$ 543,903.00	0.89%	\$ 1,474.21
AVILA BEACH CSD	\$ 1,879,520.00	3.07%	\$ 5,094.30
CALIFORNIA VALLEY CSD	\$ 342,570.00	0.56%	\$ 928.51
CAMBRIA CEMETERY	\$ 193,531.00	0.32%	\$ 524.55
CAMBRIA HEALTHCARE DISTRICT	\$ 1,899,357.00	3.11%	\$ 5,148.06
CAMBRIA CSD	\$ 6,746,683.00	11.04%	\$ 18,286.37
CAYUCOS SANITARY	\$ 3,212,212.00	5.26%	\$ 8,706.46
CAYUCOS-MORRO CEMETERY	\$ 607,151.00	0.99%	\$ 1,645.64
COASTAL SAN LUIS RES RCD	\$ 185,476.00	0.30%	\$ 502.72
GARDEN FARMS WATER	\$ 169,650.00	0.28%	\$ 459.82
GROUND SQUIRREL HOLLOW CSD	\$ 234,357.00	0.38%	\$ 635.21
HERITAGE RANCH CSD	\$ 2,165,609.00	3.54%	\$ 5,869.72
INDEPENDENCE RANCH CSD	\$ 62,266.00	0.10%	\$ 168.77
LINNE CSD	\$ 75,894.00	0.12%	\$ 205.70
LOS OSOS CSD	\$ 5,754,260.00	9.41%	\$ 15,596.49
NIPOMO CSD	\$ 10,559,742.00	17.28%	\$ 28,621.38
OCEANO CSD	\$ 4,007,092.00	6.56%	\$ 10,860.92
PASO ROBLES CEMETERY	\$ 872,729.00	1.43%	\$ 2,365.47
PORT SAN LUIS HARBOR	\$ 5,854,725.00	9.58%	\$ 15,868.79
SAN MIGUEL CEMETERY	\$ 97,763.00	0.16%	\$ 264.98
SAN MIGUEL CSD	\$ 1,823,963.00	2.98%	\$ 4,943.71
SAN SIMEON CSD	\$ 973,059.00	1.59%	\$ 2,637.40
SANTA MARGARITA CEMETERY	\$ 47,006.00	0.08%	\$ 127.41
SANTA MARGARITA FIRE	\$ 125,023.00	0.20%	\$ 338.87
SHANDON CEMETERY	\$ 24,607.00	0.04%	\$ 66.70
SHANDON-SAN JUAN WATER DISTRICT	\$ 315,529.00	0.52%	\$ 855.22
SO SLO COUNTY SANITATION	\$ 5,221,259.00	8.54%	\$ 14,151.83
SQUIRE CANYON CSD	\$ 32,464.00	0.05%	\$ 87.99
TEMPLETON CEMETERY	\$ 168,030.00	0.27%	\$ 455.43
TEMPLETON CSD	\$ 6,136,221.00	10.04%	\$ 16,631.76
UPPER SALINAS/LAS TABLAS RCD	\$ 276,062.00	0.45%	\$ 748.25
Total	\$ 61,124,005.00	100.00%	\$ 165,672.00

Adamski Moroski Madden Cumberland & Green LLP

Post Office Box 3835
San Luis Obispo, CA 93403-3835

Phone: (805) 543-0990 Fax: (805) 543-0980

6081-001 JAM

August 7, 2020

TAX ID NO: 77-0579029

Independence Ranch CSD
Attn: Brad Hagemann, General Manager
6289 Hawk Ridge Place
San Miguel, CA 93451-9527

For Services Rendered and Costs Incurred Through July 31, 2020

In Reference To: General

Invoice #: 51212

PROFESSIONAL SERVICES

	<u>Hours</u>	<u>Total</u>
7/22/2020 JAM Review email and documents from B. Hagemann regarding public member concern related to method of counting protests as related to a Proposition 218 matter; analysis regarding same	0.50	
Professional Services Rendered	0.50	\$125.00

BALANCE DUE

\$125.00

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Minnery, Jeffrey	0.50	250.00	\$125.00

**INVOICES ARE DUE UPON RECEIPT AND ARE SUBJECT TO
INTEREST CHARGES 30 DAYS FROM DATE OF INVOICE.**

PLEASE INDICATE INVOICE NUMBER ON YOUR REMITTANCE CHECK. THANK YOU.

Hagemann and Associates

9372 Carmel Road
Atascadero, CA 93422

Invoice

Date	Invoice #
9/18/2020	1101

Bill To
Independence Ranch CSD 6285 Hawk Ridge Place San Miguel, CA 93451

Terms
Net 15

Item	Service date	Description	Quantity	Rate	Amount
General Manager	7/31/2020	General Manager July 2020		500.00	500.00
General Manager	8/31/2020	General Manager August 2020		500.00	500.00
General Manager	9/18/2020	General Manager September 2020		500.00	500.00

Thank you for your business.	Total	\$1,500.00
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Phone #	(805) 835-3163	E-mail	hagemann.associates@gmail.com
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**ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP**

ATTORNEYS AT LAW

Post Office Box 3835 • San Luis Obispo, California 93403-3835
T 805-543-0990 • F 805-543-0980 • www.ammcglaw.com

August 4, 2020

VIA ELECTRONIC MAIL

Independence Ranch
Community Services District
c/o Brad Hagemann, General Manager
6289 Hawk Ridge Place
San Miguel, CA 93451-9527
Email: Hagemann.associates@gmail.com

Re: Fee Agreement

Dear Independence Ranch Community Services District Board of Directors:

This letter will confirm that the Independence Ranch Community Services District has engaged Adamski Moroski Madden Cumberland & Green LLP (the "Firm") to perform the legal services described below. When you countersign on behalf of Independence Ranch Community Services District ("District" or "You"), this letter will evidence our agreement ("Agreement") with respect to those services. To the extent that California Business & Professions Code section 6148 applies to this engagement, this Agreement is intended to fulfill the requirements of that section.

As discussed below, it is understood and agreed that the Firm will submit its monthly invoices and costs advanced to Independence Ranch Community Services District, attention Brad Hagemann, General Manager. It is expressly understood and agreed that Independence Ranch Community Services District is responsible for the attorneys' fees and cost obligations incurred by the Firm in representing the interests of Independence Ranch Community Services District.

Please read this letter carefully. If You have concerns, please feel free to contact us. We encourage You to discuss these matters with us at any time from the inception of this Agreement through the course of representation.

1. RECITALS.

1.1. The scope of the requested representation is to advise and represent You in connection with any legal matters that You may refer to the Firm from time to time ("Matter(s)"), including the Independence Ranch rate assessment, any matters related thereto, and any other matters of District business which may be referred to the Firm from time to time.

1.2. The scope of our representation may be expanded from the work described above only if agreed upon in writing by both You and the Firm. We cannot guarantee a particular result or outcome in the Matter for which we have been retained. Our responsibility in representing You

is to provide effective legal services consistent with our ethical and professional responsibilities and based upon all available information.

1.3. You recognize and agree that one or more lawyers and/or paralegals at the Firm may work on the Matter. You understand that You are hiring the law firm and not any individual lawyers. However, Jeffrey A. Minnery will be the attorney primarily responsible for this Matter.

1.4. This Agreement will be effective when it is countersigned by You. However, this Agreement will apply retroactively to any services we may provide in connection with the engagement before the date this Agreement is countersigned by You.

2. ATTORNEYS' FEES IN INDIVIDUAL ACTION; STATEMENTS IN "BLOCK BILLING" FORMAT.

2.1. You agree to pay attorneys' fees on the following basis. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the parties.

2.2. Billing statements will be prepared and mailed to You on a monthly basis. The Firm's billing cycle is the calendar month. Payment of the billing statement is due upon receipt by You, and a billed amount will be deemed past due if not paid within thirty (30) days of the date of the billing statement on which it first appears. Upon completion of this representation, the Firm will send You a final statement for all remaining fees and costs, if any.

2.3. The attorneys' fees component of the Firm's billing statements will appear in "block billing" format. In other words, while the work performed by Firm attorneys on any given day will be stated in some detail, the time spent in performing those tasks will be aggregated and will appear as a single time entry for each attorney on that day. The minimum billing block is 0.2 hour for each task.

2.4. The legal services to be rendered by the Firm on Your behalf will be charged at an hourly rate. All attorneys and paralegals have an assigned hourly rate and separately record their time spent on each client matter. Hourly rates vary, and each statement reflects the hourly rates. Because the time spent by professionals in performing services on Your behalf is the most significant element in determining the amount of our fees, we cannot predict in advance what the total amount of fees will be for this engagement. Jeffrey A. Minnery's current rate and the rate for other attorneys in the Firm will be \$250.00 per hour. This is a discounted rate due to the public entity status of the Independence Ranch Community Services District.

2.5. These rates are subject to change, typically on an annual basis. It is understood that the fees charged in this Matter will include these periodic increases and will be reflected on billing statements.

2.6. If a billing statement is not paid when due as described in paragraph 2.2 above,

from the date when such statement is 30 days past due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.833 percent per month (ten percent [10%] annual percentage rate). The unpaid balance will bear interest until paid.

3. COSTS AND EXPENSES.

3.1. You shall be responsible for all costs and expenses incurred while working on Your Matter. These costs may include, without limitation, filing and other court-imposed fees, photocopying charges, telephone charges, on-line research charges, deposition costs, and travel expenses, including lodging, food and the like. With Your advance authorization, the Firm may employ outside legal counsel, investigators and other experts or consultants, whose fees and expenses shall be charged to You as costs.

3.2. The Firm may, in its discretion, advance some costs and expenses, with reimbursements to be made by You upon periodic billing, upon termination of the Matter, or upon our discharge or withdrawal as attorneys, whichever occurs first. The reimbursement of any costs advanced is in addition to any billed attorneys' fees.

3.3. We will require the deposit of our reasonably estimated costs and fees in any mediation, arbitration or trial ten (10) days prior to any such proceeding.

4. RETAINER DEPOSIT.

We will not require an advance retainer prior to the commencement of work in this Matter. We may require a retainer if the anticipated scope of our work changes prior to any mediation, arbitration or trial of the Matter. To the extent a retainer is requested, it will be deposited into the Firm's client trust account and retained there. The Firm's monthly invoices for fees and costs will be paid from the deposited retainer amount until it is exhausted. To the extent any portion of the retainer deposit is left at the conclusion of our engagement, it will be returned to You.

5. REPRESENTATIONS.

It is acknowledged that we have made no representation whatsoever regarding the successful resolution of the Matter.

6. COOPERATION AND RESOLUTION.

You agree to cooperate fully with us in all aspects of the Matter. Examples of the assistance that You are required to provide may include: providing information and access to records, being available for consultation and deposition sessions upon reasonable notice, actively participating in the decision-making process with regard to potential resolutions or strategy, and paying this Firm's invoices as they come due.

7. DISCHARGE, WITHDRAWAL OR COMPLETION OF REPRESENTATION.

7.1. You may discharge the Firm at any time. The Firm may withdraw for good cause. Among facts constituting good cause is the breach of this Agreement by You, failure to cooperate with us or to follow our advice on a material matter, failure to pay this Firm's invoices when due, or any fact or circumstance that would permit us to withdraw under California attorney ethics rules.

7.2. Unless specifically agreed by all parties, we will provide no further services and advance no further costs after receipt of notice that You have discharged the Firm as Your attorneys.

7.3. Should the Firm withdraw or be discharged, it shall be paid for all costs advanced and any outstanding balance of attorneys' fees. You will remain responsible for any costs incurred on Your behalf and remaining unpaid at the time of our discharge or withdrawal.

7.4. You and the Firm each agree to sign any documents reasonably necessary to complete the Firm's discharge or withdrawal as Your attorneys.

7.5. Upon completion of the legal tasks and representation covered by this engagement letter, the Firm will provide no further services unless agreed to in writing by both parties.

8. RIGHT TO SEEK INDEPENDENT LEGAL ADVICE.

Before entering into this Agreement, the Firm has advised You of Your right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement. You may seek such independent advice as You desire concerning any questions on this matter.

9. INSURANCE COVERAGE.

The Firm maintains errors and omissions insurance applicable to the legal services to be provided.

10. ARBITRATION.

10.1. Any dispute between You and the Firm concerning attorneys' fees or other costs for professional services rendered by the Firm pursuant to this Agreement will be, at Your election, submitted to arbitration. If You elect to arbitrate such dispute, the arbitration shall be conducted pursuant to California Business & Professions Code sections 6200 et seq.

10.2. In the event of any arbitration, action, or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all costs and other expenses, including reasonable attorneys' fees, incurred by it in connection with or in preparation for such arbitration, action or proceeding.

Independence Ranch Community Services District
August 4, 2020
Page 5

Please review this Agreement carefully. If You have any questions, please contact me before signing the consent set forth below. In addition, You are free to consult with independent counsel regarding this Agreement or regarding any other matter related to the Firm's representation of You.

We ask that You print and sign (or digitally execute) a copy of this Agreement and return it to our office via facsimile, scanned email, or mail at Your earliest convenience. Please also retain a copy for Your records.

Very truly Yours,

ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP

/s/ Jeffrey A. Minnery

JEFFREY A. MINNERY

JAM:jeb

G:\Independence Ranch CSD\Independence Ranch CSD Fee Agreement.docx

I acknowledge that I have read, understood and agree to the terms set forth in this Agreement, that I have the authority to execute this Agreement on behalf of Independence Ranch Community Services District, and that I have kept a duplicate copy of this Agreement.

INDEPENDENCE RANCH
COMMUNITY SERVICES DISTRICT

Dated: _____

Carol Noe, President



COUNTY OF SAN LUIS OBISPO
OFFICE OF THE CLERK-RECORDER

Tommy Gong - County Clerk Recorder

August 25, 2020

Independence Ranch Community Services District
District Secretary
6289 Hawk Ridge Place
San Miguel, CA 93451

Dear District Secretary:

At the close of the nomination period for the November 3, 2020 Presidential General Election it was determined that no one filed Declarations of Candidacy for **TWO** four-year positions to be filled on your district's governing board. Therefore, an election will not be held in your district for this position.

Pursuant to Elections Code Section 10515, if no person has filed a Declaration of Candidacy for any office, the Board of Supervisors shall appoint any person to the office who is qualified on the date when the election would have been held.

If your district has any recommendations for this/these appointment(s), please notify our office in writing no later than September 30, 2020, so it may be presented to the Board of Supervisors.

After the Board of Supervisors has made the appointment(s), our office will send out the Certificate of Appointment and Oath of Office forms to this/these candidate(s).

Please feel free to contact our office by phone at 781-5144 or by email hunn@co.slo.ca.us if you have questions concerning this matter. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Helen Nunn".

Helen Nunn
Deputy Director Clerk-Recorder



Bradley Hagemann <hagemann.associates@gmail.com>

RE: [EXT]Independence Ranch CSD

1 message

Helen Nunn <hnunn@co.slo.ca.us>

Wed, Sep 9, 2020 at 12:51 PM

To: "hagemann.associates_gmail.com" <hagemann.associates@gmail.com>

Cc: "carolcnoe_yahoo.com" <carolcnoe@yahoo.com>, Danny Meehan <meehanelectric@gmail.com>

Good afternoon Brad,

Terry Leezer filed for a 4-year seat, and Mark Kenyon filed for the 2-year short term seat.

Thank you,

Helen

**Helen Nunn | Deputy Director Clerk-Recorder****County of San Luis Obispo Clerk-Recorder**

1055 Monterey Street, Suite D120 | San Luis Obispo, CA 93408

Tel: (805) 781-5144 | Fax: (805) 781-1111 | Email: hnunn@co.slo.ca.us

www.slovote.com

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From: Bradley Hagemann <hagemann.associates@gmail.com>**Sent:** Wednesday, September 9, 2020 12:48 PM**To:** Helen Nunn <hnunn@co.slo.ca.us>**Cc:** carolcnoe_yahoo.com <carolcnoe@yahoo.com>; Danny Meehan <meehanelectric@gmail.com>**Subject:** [EXT]Independence Ranch CSD

ATTENTION: This email originated from outside the County's network. Use caution when opening attachments or links.

Hello Helen,

I received your August 25, 2020 letter regarding the fact that no one filed Candidacy for TWO four-year positions on the CSD Board.

The IRCSD has a Board meeting scheduled for September 18 and they would like to provide a recommendation to the Board of Supervisors.



RAMSEY ASPHALT
CONSTRUCTION

Proposal
17569

Customer
Independence Ranch Community
Service
6289 Hawkridge Pl.
San Miguel, CA 934
Ph: 896-4699 Attn: Greg

Company Rep.
John

Payment Terms
Due Upon Completion

Date
6/8/2020

Project
Revised 6289 Hawkridge Pl/ Paving 2020

DESCRIPTION	QTY	UNIT	COST	TOTAL
<p>We will complete job as follows:</p> <p>Remove & Replace deteriorated asphalt and chip seal. Existing asphalt is to be removed. Subgrade is to be compacted to 95% density. 3.75" of hot asphalt will be installed & roller compacted for a final thickness of 3.0".</p> <p>All grinding are to remain on site</p> <p>RAMSEY ASPHALT CONSTRUCTION IS NOT RESPONSIBLE FOR SURFACE PIPES OR ELECTRICAL WIRES, THAT ARE NOT INSTALLED TO CODE WHICH IS 12-18" FROM THE SURFACE OF THE SOIL.</p> <p>Preserve, Protect & beautify is what we do best. Ramsey Asphalt Construction provides all customers with a 3 YEAR WARRANTY on all work. This warranty does not include oil spots, cracks or structurally damaged areas. As for paving projects warranty is void if any other company does any kind of work or repairs to new paving other than RACC. RAMSEY ASPHALT IS TO BE NOT HELD RESPONSIBLE FOR WATER PIPES, ELECTRICAL LINE, GAS LINES OR ANY BURIED UTILITY THAT IS NOT INSTALLED PER CODE A MINIMUM 18" IN DEPTH.</p> <p>We hereby propose to furnish labor & materials to complete in accordance with the above specifications.</p>	2,760	Sq.Ft.	6.52	17,995.20

The Paving & Maintenance Specialist.

TOTAL \$17,995.20

We are not responsible for acts of nature, weather, sprinklers, or damage caused by animals, people, or vehicles before, during or after the project. Permits are to be handled by the owner or prime contractor. All invoices are due upon receipt or will be assessed a finance charge of 1.5% per month. This agreement may be amended or modified only by an instrument in writing, stating the amendment or modification, executed by the parties hereto. All Work in excess of the work described herein shall be subject to a written and executed change order and will be billed in addition to the figures noted herein. This agreement shall be governed by and construed in accordance with the laws of the state of California. In the event that it is necessary to institute any action to enforce any right granted herein or to redress any alleged breach hereof, then the exclusive venue for such action shall be the Superior Court for the County of Santa Barbara, Santa Maria Branch.

If any action or proceeding is brought for the enforcement of this Agreement, or for a declaration of rights and duties hereunder, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this agreement, the successful or prevailing Party shall be entitled to recover actual attorneys' fees and other costs incurred in connection with that action or proceeding, in addition to any other relief to which the Party may be entitled. Work delays or damages caused by property owners, tenants, property managers, property employees, or other third parties may cause the total cost stated in this agreement to increase ("Additional Fees") due to any number of factors including, but not limited to, the need for additional trips, additional work, or increased cost of material. Customer agrees to pay these additional fees as they arise upon presentation of invoice.

Contractor's Signature

Date

Customer's Signature

Date of Acceptance

6/8/2020

Print Signer's Name ▶

Ramsey Asphalt
P.O. Box 8115
Santa Maria, CA 93456

805.928.9583
FAX: 805.435.3748
Lic# 881030 A/C12/C32

ramseyasphalt.com

This proposal is good for
30 DAYS
Asphalt Mfg's prices subject to monthly price increases



RAMSEY ASPHALT
CONSTRUCTION

Proposal
17569

Customer
Independence Ranch Community
Service
6289 Hawkrigde Pl.
San Miguel, CA 934
Ph: 896-4699 Attn: Greg

Company Rep.
John

Payment Terms
Due Upon Completion

Date
6/8/2020

Project
Revised 6289 Hawkrigde Pl/ Paving 2020

DESCRIPTION	QTY	UNIT	COST	TOTAL
We will complete job as follows:				
Remove & Replace deteriorated asphalt and chip seal. Existing asphalt is to be removed. Subgrade is to be compacted to 95% density. 3.75" of hot asphalt will be installed & roller compacted for a final thickness of 3.0".	2,300	Sq.Ft.	6.52	14,996.00
All grinding are to remain on site				
RAMSEY ASPHALT CONSTRUCTION IS NOT RESPONSIBLE FOR SURFACE PIPES OR ELECTRICAL WIRES, THAT ARE NOT INSTALLED TO CODE WHICH IS 12-18" FROM THE SURFACE OF THE SOIL.				
Preserve, Protect & beautify is what we do best. Ramsey Asphalt Construction provides all customers with a 3 YEAR WARRANTY on all work. This warranty does not include oil spots, cracks or structurally damaged areas. As for paving projects warranty is void if any other company does any kind of work or repairs to new paving other than RACC. RAMSEY ASPHALT IS TO BE NOT HELD RESPONSIBLE FOR WATER PIPES, ELECTRICAL LINE, GAS LINES OR ANY BURIED UTILITY THAT IS NOT INSTALLED PER CODE A MINIMUM 18" IN DEPTH.				
We hereby propose to furnish labor & materials to complete in accordance with the above specifications.				

The Paving & Maintenance Specialist.

TOTAL \$14,996.00

We are not responsible for acts of nature, weather, sprinklers, or damage caused by animals, people, or vehicles before, during or after the project. Permits are to be handled by the owner or prime contractor. All invoices are due upon receipt or will be assessed a finance charge of 1.5% per month. This agreement may be amended or modified only by an instrument in writing, stating the amendment or modification, executed by the parties hereto. All Work in excess of the work described herein shall be subject to a written and executed change order and will be billed in addition to the figures noted herein. This agreement shall be governed by and construed in accordance with the laws of the state of California. In the event that it is necessary to institute any action to enforce any right granted herein or to redress any alleged breach hereof, then the exclusive venue for such action shall be the Superior Court for the County of Santa Barbara, Santa Maria Branch.

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Contractor's Signature

Date

6/8/2020

Customer's Signature

Date of Acceptance

Print Signer's Name ▶

Ramsey Asphalt
P.O. Box 8115
Santa Maria, CA 93456

805.928.9583
FAX: 805.435.3748
Lic# 881030 A/C12/C32

ramseyasphalt.com

This proposal is good for
30 DAYS
Asphalt Mfg's prices subject to monthly price increases



RAMSEY ASPHALT
CONSTRUCTION

Proposal
18043

Customer
Independence Ranch Community
Service
6289 Hawkridge Pl.
San Miguel, CA 934
Ph: 896-4699 Attn: Greg

Company Rep.
Scott

Payment Terms
Due Upon Completion

Date
9/1/2020

Project
Ranch Wide Sweeping 2020

DESCRIPTION	QTY	UNIT	COST	TOTAL
We will complete job as follows: Kick broom all road ways. Preserve, Protect & beautify is what we do best. Ramsey Asphalt Construction provides all customers with a 3 YEAR WARRANTY on all work. This warranty does not include oil spots, cracks or structurally damaged areas. As for paving projects warranty is void if any other company does any kind of work or repairs to new paving other than RACC. RAMSEY ASPHALT IS TO BE NOT HELD RESPONSIBLE FOR WATER PIPES, ELECTRICAL LINE, GAS LINES OR ANY BURIED UTILITY THAT IS NOT INSTALLED PER CODE A MINIMUM 18" IN DEPTH. We hereby propose to furnish labor & materials to complete in accordance with the above specifications.	1	L.S.	1,250.00	1,250.00

The Paving & Maintenance Specialist.

TOTAL \$1,250.00

We are not responsible for acts of nature, weather, sprinklers, or damage caused by animals, people, or vehicles before, during or after the project. Permits are to be handled by the owner or prime contractor. All invoices are due upon receipt or will be assessed a finance charge of 1.5% per month. This agreement may be amended or modified only by an instrument in writing, stating the amendment or modification, executed by the parties hereto. All Work in excess of the work described herein shall be subject to a written and executed change order and will be billed in addition to the figures noted herein. This agreement shall be governed by and construed in accordance with the laws of the state of California. In the event that it is necessary to institute any action to enforce any right granted herein or to redress any alleged breach hereof, then the exclusive venue for such action shall be the Superior Court for the County of Santa Barbara, Santa Maria Branch.

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Contractor's Signature

Date

Customer's Signature

Date of Acceptance

9/1/2020

Print Signer's Name >

Ramsey Asphalt
P.O. Box 8115
Santa Maria, CA 93456

805.928.9583
FAX: 805.435.3748
Lic# 881030 A/C12/C32

ramseyasphalt.com

This proposal is good for
30 DAYS
Asphalt Mfg's prices subject to monthly price increases

Ferravanti Grading and Paving
 395 Hunter Pl.
 Paso Robles, Ca 93446
 Cell: 805-471-1817

QUOTE

Independence Ranch HOA

Quote # 0000030

Quote Date 06/19/2020

Item	Description	Unit Price	Quantity	Amount
	Remove 3" section of existing bad spots in road approx 40 locations, clean and prep than install tack, and 3" new HMA compacted. Material to be hauled off site.	10.00	2300.00	23,000.00
		Subtotal		23,000.00
		Total		23,000.00
		Amount Paid		0.00
		Quote		\$23,000.00



Bradley Hagemann <hagemann.associates@gmail.com>

Insurance increase and request for other quotes

1 message

terry leezer <terry.leezer@hotmail.com>

Sun, Aug 2, 2020 at 1:33 PM

To: Bradley Hagemann <hagemann.associates@gmail.com>, Carol Noe <carolcnoe@yahoo.com>

Brad/Carol,

We need to get several more Insurance quotes before we just accept the increase with the current company.

Please send these quotes to all Board Members, so we can take some time to look over the details and then make a group decision and discuss.

Thanks,

Terry



1200 Main Street, Suite 1400
 Kansas City, MO 64105-2100
 (816) 472-6100
 Toll-Free: (800) 848-APWA

Pothole Fact Sheet

Why are they called potholes?

Pottery makers in 15th and 16th century England would take advantage of the ruts that wagon and coach wheels gouged into roads. Anxious for a cheap source of raw materials for making clay pots, the potters would dig into the deep ruts to reach clay deposits underneath. Teamsters driving wagons and coaches over those roads knew who and what caused these holes and referred to them as "potholes."

- Story attributed to the late trivia expert and syndicated columnist L. M. Boyd

The North American love of the open road is tested every late winter and spring when millions of pavement potholes suddenly appear seemingly everywhere. Mobility is increasingly integral to our way of life.

According to the 2017 Infrastructure Report Card, "One out of every five miles of highway pavement is in poor condition and our roads have a significant and increasing backlog of rehabilitation needs" ASCE also stated that "Driving on roads in need of repair cost U.S. motorists \$120.5 billion in extra vehicle repairs and operating costs in 2015, or \$533 per driver."¹

Implementing meaningful preventative maintenance strategies is a preferred method to maintain roads. If your agency is unable to implement these strategies, pothole repair may be required.

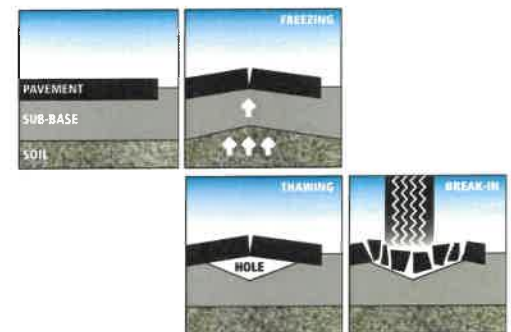
For agencies, pothole repair expenses include personnel, equipment and materials, and a national basis equates to a multi-million-dollar annual expenditure.

- "Seattle DOT (SDOT) has trucks, called hotboxes, dedicated to filling potholes. The teams that take these trucks out to repair Seattle streets are called Pothole Rangers." "The Pothole Rangers fill approximately 10,000 potholes each year. More than 5,000 pothole repair requests a year are submitted by the public."²
- According to The Daily Pothole Mill & Pave a publication of the New York City DOT, they have repaired 70,858 potholes as of May 18, 2020.³
- "Most pothole-related repairs cost less than \$250," but in some cases, it can exceed \$1,000; the average repair cost is \$306. Even worse, hitting a pothole – or taking the wrong measures to avoid one – could cause a crash and personal injuries."⁴



What causes a pothole?

Potholes are created when the top layer of pavement and the material beneath—called the base or sub-base—cannot support the weight of the traffic. Two factors are always present in such a failure: TRAFFIC and WATER.



The gestation period for a pothole includes:

1. Snowmelt or rain seeps through cracks in the pavement and into the sub-base. If the moisture cannot adequately drain away from the sub-base and soil underneath, it becomes saturated and soft.
2. Trapped moisture is subjected to repeated freeze/thaw cycles. With each occurrence, the expanding ice lifts and cracks the pavement more. The passing traffic weakens the pavement, cracking it further.
3. As temperatures rise and the ice melts, a void is left under the pavement. This void collects more water, and during the next freeze, the void will enlarge.
4. Vehicles driving over the weakened pavement pound it until the surface breaks and collapses into the void below, creating a pothole.

What affects pavement life?

Pavement life is influenced by many factors: vehicle loading (axle loads, tire pressure, and gross vehicle weight [GVW]), traffic volume and mix, environmental conditions, topography, subgrade condition, initial pavement design and construction practices, maintenance activity, and pavement age.

Traffic volume continues to increase significantly, but few new lane-miles have been added to the nation's highway, road, and street network and are not expected to keep pace with the increased demand.

The decision and capability to patch potholes are influenced by current weather; traffic conditions; imminent scheduled roadway construction; major maintenance work or utility work in the roadway; availability of personnel, equipment, and materials; and the demands of the traveling public.

How are potholes repaired?



Pothole patching is performed either as an emergency repair during harsh conditions or as routine maintenance scheduled for warmer and drier periods. Typically, emergency repairs are done only when a pothole presents a substantial safety or traffic operational problem. For example, a large pothole on a major arterial has contributed to collisions by causing drivers to swerve to avoid or lose control after hitting it. Or, one or more large potholes hinder the flow of traffic causing unusual slow-down and congestion. Potholes near activated traffic signals may expose embedded loop sensor wires, and when they break, the signals will not be responsive to traffic demands.

Emergency repairs usually are done in heavy traffic and can be a safety risk to maintenance workers. More permanent repairs can be scheduled for times when weather and traffic are more conducive to safe operations.

The following are the standard pothole repair methods used for any asphalt paved street or road:

1. **Cold-Patch ("Throw-and-roll"):** Patching material is shoveled into the pothole—which may or may not be filled with water and debris—and compacted if possible, and crew

moves on to next pothole. (This is considered superior to the more commonly used method of "throw- and-go," which does not compact the materials before leaving the site.) Cold-patch repairs are quick but temporary; they are an expedient fix performed when traffic, weather, and general pavement conditions preclude a more permanent repair.

2. **Hot-Patch Semi-Permanent:** Water and debris are removed from the pothole; the sides of the patch area are squared-up until vertical sides exist in reasonably sound pavement. Tack oil is applied and then a heated asphalt mix is placed and compacted with a small, vibratory device. A slight crown for water dispersal is desirable. Although it raises the cost of the operation, this is considered one of the best methods for repairing potholes, because it improves patch performance. Because this method is more labor and equipment intensive, it is usually done when traffic and weather conditions are more favorable.

3. **Spray-Injection Devices:** Water and debris are blown from the pothole; a tack coat of binder is sprayed on the sides and bottom of the pothole; asphalt and aggregate are blown into the pothole; the patch is covered with a layer of aggregate. This technique has higher equipment

costs but has a higher rate of productivity and lower material costs. Spray-injection is faster than hot-patch repairs and more permanent than cold-patch; however, it is not as durable as or useful as hot-patch for deeper potholes. The material is not compacted nor is the underlying base material corrected before filling.

4. **Edge Seal as follow-up:** This uses the same method as throw-and-roll, but once the repair section has dried, a second pass is made to place a ribbon of asphaltic tack material on top of the patch edge and pavement surfaces. A layer of sand is placed on the tack material to prevent tracking by tires, and the section is open to traffic as soon as workers and equipment are cleared from the area. *(Although this requires a second pass, it can improve patch performance in older pavements with many cracks.)*

Severely distressed spots that are much wider, or are substantially deeper, usually require base repairs at a later time. The affected area is removed back to or down to solid pavement or base and then new material placed. In some cases, under-drains may be installed to carry water away from the base and soil.

How can we stop potholes from forming?

The success of pothole repairs depends predominantly on the timeliness of the repair and the quality of the materials and techniques used. Preventing potholes begins when the pavement is visibly cracked. Sealing the pavement to keep water from infiltrating into the sub-base is critical both for keeping potholes from forming and for extending the useful life of the pavement.

In reality, deferred maintenance can start communities on a downward path of deteriorating infrastructure and increasingly costly backlogs of required repairs.

"Transportation for America estimates that we would need to spend **\$231.4 billion per year** just to keep our existing road network in acceptable repair and bring the backlog of roads in poor condition into good repair over a six-year period, the typical length of a federal transportation reauthorization. It is significantly more expensive to rehabilitate roads that have fallen into poor repair than to preserve roads in good condition on an ongoing basis through routine pavement preservation. **By comparison, all highway capital expenditures across all government units totaled \$105.4 billion in 2015, only a portion of which goes to repair.**"⁵

APWA's *Roadway Maintenance Guide* can be referenced for more information. This guide provides an overview of maintaining public roadways, examples of specific maintenance procedures, and links to additional resources that should be considered in developing local practices in the modern age.



¹ Ironcore. ASCE's 2017 Infrastructure Report Card. <https://www.infrastructurereportcard.org/>.

² "Facts About Potholes - Seattle." Seattle.gov. Seattle Department of Transportation. <https://www.seattle.gov/Documents/Departments/SDOT/MaintenanceProgram/FactsAboutPotholes.pdf>.

³ "The Daily Pothole Mill & Pave." New York City Department of Transportation, May 18, 2020. <https://thedailypothole.tumblr.com/page/3>.

⁴ "Potholes and Vehicle Damage." AAA Exchange, 2017. <https://exchange.aaa.com/automotive/automotive-trends/potholes-vehicle-damage/#.XtF4h55Kjlx>.

⁵ "Repair Priorities 2019." Smart Growth America. Accessed May 29, 2020. <https://smartgrowthamerica.org/resources/repair-priorities-2019/>.