

Independence Ranch Community Services District

www.iranchcsd.org

REGULAR BOARD MEETING

Thursday, July 9, 2020

6:30 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. 6:30 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 May 14, 2020](#)

5. MANAGER REPORT – Board member terms expiring on December 4, 2020 include: Carol Noe, Terry Leezer, Danny Meehan and Mark Kenyon.
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. Please refer to the attached Special District Calendar of Events.

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. **Election of President and Vice-President of the Board of Directors for Fiscal Year 2020/21.** Each year the Board typically considers the election of the Board President and Vice President. **Possible Board Action**
- B. **RESOLUTION No. 2020-02:** Requesting consolidation of the District's biennial election with the November 3, 2020 consolidated general election. **Board action required. Roll Call Vote.**
- C. **Request to Expand IRCSD Service Area:** On June 1, 2020 staff received an email from Gaye Markham regarding the process for adding new properties to the IRCSD Service Area. The email and staff's initial response regarding the process is attached. **Possible Board Action**
- D. **Road Maintenance/Signage:** On-going item to determine and prioritize road maintenance tasks and report on tasks completed to date. Consider replacing the "slow down" sign at the entrance and report on status of the Cal Fire, Fire Safety Sign to be installed at the Ranch entrance. **Possible Board Action.**
- E. **Update of General Manager Contract:** The existing contract with Hagemann & Associates provides for a monthly flat fee for General Manager services. Staff recommends the Board consider adopting a "time and materials" contract that will provide a more cost effective and equitable agreement for both parties. **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, September 10, 2020.**

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

REGULAR BOARD MEETING MINUTES

Thursday, May 14, 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 6:37 PM. Board members present: President Carol Noe, Vice President John Hunter, Director Terry Leezer, Director Danny Meehan and Director Mark Kenyon
Members absent: None

2. PUBLIC COMMENT: No Public Comment

3. APPROVAL OF AGENDA: Director Kenyon made a motion to approve the agenda. Motion was seconded by Director Hunter and motion passed 5-0.

4. APPROVAL OF MINUTES: Regular Meeting March 5, 2020

Motion to approve the March 5, 2020 meeting minutes by Director Noe, seconded by Director Hunter, motion passed 4-0, with Director Kenyon not voting since he was not in attendance at the March 5th meeting.

5. MANAGER'S REPORT: GM Hagemann summarized the staff report in the agenda packet.

6. TREASURER'S REPORT AND APPROVAL OF FINANCIALS:

GM Hagemann provided an updated Balance Sheet dated May 9, 2020, and the Profit and Loss statement for March 6, through May 9, 2020. **Motion to approve the Financial Reports by Director Meehan, seconded by Director Noe, motion carried 5-0.**

7. APPROVAL OF WARRANT REGISTER: Director Meehan made a motion to approve the Warrant Register, the motion was seconded by Director Noe. Director Leezer expressed a concern that the Warrant Register did not include the detailed invoices from the vendors. Hagemann stated that he would scan and send the invoices to the Directors. **The motion carried 4-1 on the following roll call vote: Meehan – Yes; Noe – Yes; Leezer – No; Kenyon – Yes; and Hunter – Yes.**

8. DISCUSSION ITEMS:

A. Prop 218 Public Notice Hearing to Increase the Road Maintenance Fees: GM Hagemann summarized the Staff Report noting that there was insufficient time for the Board to: further deliberate on the draft assessment increase, issue the Prop 218 Hearing Notice, allow for the required 45 day comment period, conduct the Protest Hearing, and if approved, submit the Direct Charge listing to the County Assessor's Office. The Board concluded the assessment amount for Fiscal Year 2020/21 will remain at \$500 per property and deferred this item to a future meeting.

- B. Resolution No. 2020-01 for Road Maintenance Fees for Fiscal Year 20/21:** Director Meehan made a motion to adopt Resolution No. 2020-01 adopting a Special Road Maintenance Assessment and Authorizing the collection on the property rolls in the amount of \$500 per parcel. Director Leezer seconded the motion and the motion passed 5 – 0.
- C. Fiscal Year 2020/21 Budget:** GM Hageman summarized the proposed budget and responded to questions. Director Meehan made a motion to adopt the budget. Director Noe seconded the motion and the motion passed 5 – 0.
- D. Complaint against Director Hunter:** The Board listened to comment from the complainant and Director Hunter regarding the issue. After discussion both parties agreed that it was not in the complainant's or District's best financial interest to refer the complaint to the District's legal counsel. GM Hagemann recommended all parties review the District By-Laws and conduct District business in accordance with the By-Laws.
- E. Road Maintenance:** Director Kenyon commented that due to annual budget limitations the Board must prioritize repair areas and work on only the highest priority areas. The Directors agreed to work on a repair prioritization list and bring it back to the next meeting.
- 9. DIRECTOR/MANAGER COMMENTS:** Director Leezer requested that the deferred action regarding election of the President and Vice President be included on the July agenda.
- 10. ADJOURNMENT:** On a motion by Director Kenyon, seconded by Director Meehan, the meeting was adjourned at approximately 7:55 PM. The next regular meeting is scheduled to be on July 9th, 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 July 9, 2020

	<u>Jul 9, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash Summary	
1020 · Checking-Heritage Oaks Bank	37,792.47
1040 · HOB Savings RESTRICTED-USDA	3,507.74
Total 1000 · Cash Summary	<u>41,300.21</u>
Total Checking/Savings	<u>41,300.21</u>
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>41,409.67</u>
TOTAL ASSETS	<u><u>41,409.67</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	<u>385,000.00</u>
Equity	
3020 · Retained Earnings	-340,605.33
Net Income	-2,985.00
Total Equity	<u>-343,590.33</u>
TOTAL LIABILITIES & EQUITY	<u><u>41,409.67</u></u>

Independence Ranch CSD
Profit & Loss
May 10 through July 9, 2020

	<u>May 10 - Jul 9, 20</u>
Income	
4000 · Income Summary	
4010 · Road Assessment Fees	9,297.63
Total 4000 · Income Summary	<u>9,297.63</u>
Total Income	9,297.63
Expense	
5100 · General Overhead Expenses	
5105 · General Administrative Services	
5105.01 · General Manager	500.00
Total 5105 · General Administrative Services	500.00
5110 · Insurance	2,375.00
5111 · Internet Expense	110.00
Total 5100 · General Overhead Expenses	<u>2,985.00</u>
Total Expense	<u>2,985.00</u>
Net Income	<u><u>6,312.63</u></u>

Independence Ranch CSD
Warrant Register
 May 10 through July 9, 2020

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
1519	07/09/2021	SDRMA	1020 · Checking-Heritage Oaks...	
			5110 · Insurance	-2,375.00
TOTAL				-2,375.00
1520	07/09/2021	Nikki Engle	1020 · Checking-Heritage Oaks...	
			5111 · Internet Expense	-27.50
			5111 · Internet Expense	-27.50
			5111 · Internet Expense	-27.50
			5111 · Internet Expense	-27.50
TOTAL				-110.00
1521	07/09/2021	Hagemann & Associates	1020 · Checking-Heritage Oaks...	
			5105.01 · General Manager	-500.00
TOTAL				-500.00



Property/Liability Package Program Invoice

Program Year 2020-21

Independence Ranch Community Services District

6289 Hawk Ridge Place
San Miguel, California 93451

Invoice Date: 05/27/2020
Invoice Number: 68772
Member Number: 7003

Property, Boiler/Machinery, Pollution, Cyber <i>Coverage for 0 reported item(s) valued at (including contents): \$0</i>	\$0.00
Mobile/Contractors Equipment <i>Coverage for 0 reported item(s) valued at: \$0</i>	0.00
General Liability*, Errors & Omissions, Employee & Public Officials Dishonesty <i>Certificates: 1 Non-Member Certificate(s)</i>	3,050.00
Auto Liability (includes \$50 charge for non-owned auto coverage) <i>Coverage for 0 reported item(s) valued at: \$0</i>	50.00
Auto Comp / Collision <i>Coverage for 0 reported item(s) valued at: \$0</i>	0.00
Trailers <i>Coverage for 0 reported item(s) valued at: \$0</i>	0.00

Gross Package Contribution	\$3,100.00
Earned CIP Credits (5)	-150.00
Longevity Distribution Credit	0.00
MemberPlus Online RQ Bonus	-75.00
Other Discounts	-500.00
Subtotal	\$2,375.00
 5% Multi-Program Discount	 \$0.00

Total Contribution Amount Due by July 15 **\$2,375.00**

**Current Limit of Liability is \$2.5M for G/L, A/L and E&O (excluding outside excess liability limits)*

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

Please return GREEN COPY with your payment. For invoice questions call the SDRMA Finance Department.



Nikki Engle Bookkeeping & Teaching
 9352 Bocina Ln. # D
 Atascadero, CA 93422

Statement

Date
6/23/2020

(805) 441-8148

nikki@nikkisbookkeeping.com

www.nikkisbookkeeping.com

To:
Hagemann & Associates RE: Independence Ranch 9372 Carmel Rd. Atascadero, CA 93422

Amount Due	Amount Enc.
\$110.00	

Date	Transaction	Amount	Balance		
03/30/2020	Independence Ranch- INV #2390. Due 03/30/2020. Orig. Amount \$27.50.-	27.50	27.50		
05/11/2020	INV #2426. Due 05/11/2020. Orig. Amount \$27.50. - 5/14/20 Agenda	27.50	55.00		
05/25/2020	INV #2436. Due 05/25/2020. Orig. Amount \$27.50. - posted audits	27.50	82.50		
06/23/2020	INV #2458. Due 06/23/2020. Orig. Amount \$27.50. - Ad members-	27.50	110.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
27.50	27.50	27.50	27.50	0.00	\$110.00

Nikki Engle Bookkeeping & Teaching

9352 Bocina Ln. # D
Atascadero, CA 93422

Invoice

Date	Invoice #
3/30/2020	2390

(805) 441-8148

nikki@nikkisbookkeeping.com

www.nikkisbookkeeping.com

Bill To

Hagemann & Associates
RE: Independence Ranch
9372 Carmel Rd.
Atascadero, CA 93422

Project Description	Terms	Due Date
Independence Ranch	Due on receipt	3/30/2020

Item	Qty	Description	Rate	Serviced	Amount
Website	0.5	Website - update website with 4/9/20 meeting cancellation notice.	55.00	3/30/2020	27.50

Thank you for your business.	Total	\$27.50
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Please make checks payable to Nikki Engle. Thank You.

Balance Due \$27.50

Nikki Engle Bookkeeping & Teaching

9352 Bocina Ln. # D
Atascadero, CA 93422

Invoice

Date	Invoice #
5/11/2020	2426

(805) 441-8148

nikki@nikkisbookkeeping.com www.nikkisbookkeeping.com

Bill To
Hagemann & Associates RE: Independence Ranch 9372 Carmel Rd. Atascadero, CA 93422

Project Description	Terms	Due Date
Independence Ranch	Due on receipt	5/11/2020

Item	Qty	Description	Rate	Serviced	Amount
Website	0.5	Website - update website.	55.00	5/11/2020	27.50

Thank you for your business.	Total	\$27.50
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Please make checks payable to Nikki Engle. Thank You.

Balance Due	\$27.50
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Nikki Engle Bookkeeping & Teaching

9352 Bocina Ln. # D
Atascadero, CA 93422

Invoice

Date	Invoice #
5/25/2020	2436

(805) 441-8148

nikki@nikkisbookkeeping.com www.nikkisbookkeeping.com

Bill To

Hagemann & Associates
RE: Independence Ranch
9372 Carmel Rd.
Atascadero, CA 93422

Project Description	Terms	Due Date
Independence Ranch	Due on receipt	5/25/2020

Item	Qty	Description	Rate	Serviced	Amount
Website	0.5	Website - update site w/ 2015 - 2018 audits.	55.00	5/25/2020	27.50

Thank you for your business.	Total	\$27.50
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Please make checks payable to Nikki Engle. Thank You.

Balance Due \$27.50

Nikki Engle Bookkeeping & Teaching

9352 Bocina Ln. # D
Atascadero, CA 93422

Invoice

Date	Invoice #
6/23/2020	2458

(805) 441-8148

nikki@nikkisbookkeeping.com

www.nikkisbookkeeping.com

Bill To

Hagemann & Associates
RE: Independence Ranch
9372 Carmel Rd.
Atascadero, CA 93422

Project Description	Terms	Due Date
Independence Ranch	Due on receipt	6/23/2020

Item	Qty	Description	Rate	Serviced	Amount
Website	0.5	Website - update Board Members and term expiration dates.	55.00	6/23/2020	27.50

Thank you for your business.	Total	\$27.50
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Please make checks payable to Nikki Engle. Thank You.

Balance Due \$27.50

Hagemann and Associates

9372 Carmel Road
Atascadero, CA 93422

Invoice

Date	Invoice #
7/1/2020	1099

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	6/30/2020	General Manager June 2020		500.00	500.00

Thank you for your business.

Total \$500.00

Phone #	(805) 835-3163	E-mail	hagemann.associates@gmail.com
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INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT

Resolution No. 2020-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT REQUESTING CONSOLIDATION OF THEIR BIENNIAL ELECTION WITH THE NOVEMBER 3, 2020 CONSOLIDATED GENERAL ELECTION

WHEREAS, an election shall be conducted on November 3, 2020 for this District pursuant to the Uniform District Election Law commencing with Elections Code Section 10500; and

WHEREAS, pursuant to Elections Code Section 10555, said election may be consolidated with any other elections pursuant to Part 3,(commencing with Section 10400); and

WHEREAS, the Board of Directors requests the San Luis Obispo County Board of Supervisors consolidate this District's General District Election with any other election which may be held on the same day;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors, as follows: The Board of Supervisors of San Luis Obispo County is hereby requested to consolidate the General District Election of this District to be held on November 3, 2020, with all other elections held on the same date. This request is made pursuant to Section 10555 and 10400, et seq of the California Elections Code. The Board of Directors agrees to reimburse, upon presentation of a bill, the County of San Luis Obispo in full for the services performed relating to this election.

ON MOTION of Director _____, seconded by
Director _____, and on the following roll call vote to wit:

AYES:

NOES:

ABSENT:

The foregoing resolution is hereby adopted this 9th day of July, 2020.

PRESIDENT, IRCSD

Attest:

Brad Hagemann
SECRETARY TO BOARD



**COUNTY OF SAN LUIS OBISPO
OFFICE OF THE CLERK-RECORDER**

Tommy Gong - County Clerk Recorder

April 29, 2020

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

Dear District Secretary:

Pursuant to California Elections Code Section 1303(b), your district's biennial election will be held on Tuesday, November 3, 2020. In connection with this election the items listed below must be acted upon by the district board of directors and submitted to our office by the deadlines set in accordance with the enclosed Calendar of Events.

1. Notice to County Elections Official - Elective Offices to be Filled (enclosed)
2. A map of your district's boundaries (even if they have not changed)
3. A resolution by the board of directors requesting consolidation with the November 3, 2020, Consolidated General Election (sample enclosed)

To prepare for the nomination period, Items 1 and 2 above must be filed with our office by **Wednesday, July 1, 2020**. Item 3 above shall be filed with our office no later than **Friday, August 7, 2020**; however, if possible, it would be appreciated if your resolution could be submitted by July 24, 2020. If you are planning on putting a measure on the ballot, along San Miguel, CA 93451 with the offices to be filled, please contact our office immediately.

Included is a list of the terms which are to be filled at the upcoming election according to our records. Please review your district's information and notify us immediately if this information is incorrect.

Thank you in advance for your cooperation for providing the required information in a timely manner.

Sincerely,

A handwritten signature in black ink, appearing to read "Tami Bisantz".

Tami Bisantz
Division Supervisor



Incumbent List by District

District Range: CS34 to CS34

Incumbent

Regular & Alt
Phone Numbers

Term of
Office

Begin & End
Term Dates

CS34 Independence Ranch Community Services District

4260 Independence Ranch Community Services District DIRECTOR

4260 - 1 Carol Camarata Noe
 Res Addr: 1835 Rancho Lomas Way
 San Miguel Ca 93451
 Mail Addr:
 (805)467-3264
 Incumbent - Elect..... No
 Residence County..... Yes
 Appointed/Elected..... Appointed In Lieu
 Party..... Democratic
 Incumbent Vacated..... No

Remarks: General 2016
4260 - 3 Terry D Leezer
 Res Addr: 2540 Gray Hawk Way
 San Miguel Ca 93451
 Mail Addr:
 (805)467-2671
 Incumbent - Elect..... No
 Residence County..... Yes
 Appointed/Elected..... Appointed In Lieu
 Party..... Republican
 Incumbent Vacated..... No

Remarks: General 2016
4260 - 4 Danny Meehan
 Res Addr: 1877 Rancho Lomas Way
 San Miguel Ca 93451
 Mail Addr:
 (805)218-2415
 Incumbent - Elect..... No
 Residence County..... Yes
 Appointed/Elected..... Elected
 Party..... Republican
 Incumbent Vacated..... No

Remarks: General 2018
4265 Independence Ranch Community Services District DIRECTOR

4265 - 0 Thomas John Hunter
 Res Addr: 6063 Hawk Ridge Pl
 San Miguel, CA 93451
 Mail Addr:
 Incumbent - Elect..... No
 Residence County..... No
 Appointed/Elected..... Appointed To Vacan
 Party..... Republican
 Incumbent Vacated..... No

Remarks: General 2018
4265 - 2 George William Tracy → Replaced by Mark Lopez (Short term) (DIT)
 Res Addr: 2370 Bald Eagle Way
 San Miguel Ca 93451
 Mail Addr: 179 Niblick Rd Pmb 114
 Paso Robles Ca 93446
 Incumbent - Elect..... No
 Residence County..... Yes
 Appointed/Elected..... Appointed To Vacan
 Party..... Libertarian
 Incumbent Vacated..... No

Remarks: General 2018

Total Incumbents: 5

**SPECIAL DISTRICT CALENDAR OF EVENTS
NOVEMBER 3, 2020, CONSOLIDATED GENERAL ELECTION**

DATE/DEADLINE	EVENT
July 1, 2020 E-125 days EC §10509, 10522	District Secretary completes and delivers to the County Elections Official, the Notice of Elective Offices to be filled, along with the map of the district's boundaries.
JULY 6 - AUG 5, 2020 E-120-90 Days EC Code §12112	County Elections Official shall publish the Notice of Election for each district containing: <ol style="list-style-type: none"> 1. The date of the election 2. The office for which candidates may file 3. The qualifications for office 4. Location where candidates may file for office and the deadlines 5. Statement regarding appointments EC §10515 <p>In addition, the County Election Official, shall, by a general press release, set forth the offices to be filled and a telephone number to call for information.</p> <p>County Elections Official shall deliver a copy of all published notices to the District Secretary for posting in the district office.</p>
JULY 13 - AUG 7, 2020 E-113-88 Days EC §10510, 10603 HNC §6053 EC §10515	Nomination Period - Candidates file declaration of candidacy forms and other related nomination documents with the County Elections Official. No person may file papers for more than one district office at the same election. Candidates for Harbor Commissioner must file nomination papers signed by 25 to 50 registered voters within the District. Insufficient Nominees - if by the close of nominations for a given office, there are insufficient or no nominees, and a petition requesting an election has not been filed, the district will not hold an election. Those candidates who filed Declarations of Candidacy will be appointed in-lieu of election by the Board of Supervisors. Upon recommendation of the District, the Board of Supervisors will make appointments where no candidates filed the requisite papers.
AUG 7, 2020 E-88 Days EC §10403, 10603b	Last day for districts to file their resolutions requesting consolidation of their election with the November 6, 2018, General Election with the County Elections Official. Last day for a candidate to withdraw their Declaration of Candidacy.
AUG 8 - AUG 12, 2020 E-87-83 Days EC §10604	Extended Filing Period - If an incumbent officer does not file a declaration of candidacy by August 10th, any person other than the incumbent , may file between these dates. The extension is not applicable if there is no incumbent to be elected.
AUG 10, 2020 E-85 Days EC §13307	Last Day for a candidate to withdraw their Statement of Qualifications. Once filed, the statement cannot be changed, only withdrawn. If the office has a filing extension, the last day to withdraw the statement of qualifications is August 15th.
DEC 4, 2020 EC §10554	Term of Office begins. Prior to taking office, each elective officer shall take the official Oath of Office.
JAN 4, 2021 HNC §6050, 6055, 6056	Term of Office for Harbor Commissioners begins at noon. Prior to taking office, each commissioner shall take the official oath and execute any bond required by the principal act.

* Denotes a date that falls on a County holiday or weekend. Deadline extends until the next business day.
EC = Election Code HNC = Harbors and Navigation Code (E-) = Election Day Minus

**NOTICE TO COUNTY ELECTIONS OFFICIAL
ELECTIVE OFFICES TO BE FILLED, MAP OF DISTRICT BOUNDARIES,
PAYMENT OF CANDIDATE STATEMENT OF QUALIFICATIONS**
Elections Code §10509 & 10522

Independence Ranch C.S.D.
Name of District

TO THE COUNTY ELECTIONS OFFICIAL OF SAN LUIS OBISPO COUNTY:

1. Notice is hereby given that the elective offices of the district to be filled at the Consolidated General Election on November 3, 2020, are as follows:

NUMBER OF DIRECTORS TO BE ELECTED OFFICE	TERM OF
<u>3</u>	Four Year Term
<u>1</u>	Two Year Term

Name of Elected officials whose term will be expiring.

Carol NOE (4yr term)
Terry Leeger (4yr term) Mark Kenyon (2yr term)
Danny Meehan (4yr term)

2. The qualifications of a nominee and of an elective office of the District are as follows:

SHALL BE A REGISTERED ELECTOR RESIDING IN THE DISTRICT

3. Pursuant to Elections Code §10522, a map showing the boundaries of the district is attached.

Have the boundaries changed since 2018?

YES _____ NO X

4. Please indicate whether the DISTRICT or the CANDIDATE will pay for the printing and handling of the Statement of Qualifications, per Elections Code §13307

DISTRICT X CANDIDATE _____

Signed: Brad Hagemann Dated: 6/15/20

Print Name and Title: Brad Hagemann, GM.

Re: Independence Ranch CSD

Bradley Hagemann <hagemann.associates@gmail.com>

Jun 2, 2020, 8:55 AM

To: Gaye, Carol, Danny

Hello Gaye,

Thank you for the names and addresses of the folks interested in joining the CSD.

I will copy Board President Noe and VP Meehan on this response and this issue will likely be included on the July Board meeting agenda.

As we have discussed in the past, if the CSD Board concurs with expanding the boundaries of the CSD service area, they will be required to prepare a detailed application (including maps) to LAFCO for their consideration and approval. That process will take around 6 months to complete.

Thank you.

Brad Hagemann, PE

Principal/Owner

Hagemann & Associates

On Mon, Jun 1, 2020 at 3:08 PM Gaye Markham <gayemarkham@msn.com> wrote:

Brad,

We previously discussed the review process by the Independence Ranch CSD to admit Lazy Hill Rd. to the CSD district. You asked me to furnish you with a list of the residents interested in pursuing this option. I am including them below. Let me know if you need further information and when you think this will come up for discussion by the board.

I'd also like to know more about the steps in this process. Would the Lazy Hill Rd. residents have the option to opt out if Lazy Hill Rd. is accepted into the IRCSD before addition to the county tax rolls?

Cheryl & Mark Perry	019-311-003	351 Magnolia Ave., Long Beach, CA 90802.	mvperry351@yahoo.com	562-715-0801
	019-311-002		cherylperry351@gmail.com	562-715-0804
Nancy Van Tassel	019-301-009	6067 Lazy Hill RD., San Miguel, CA 93451	nanisay@gmail.com	805-286-8282
Kathy & Rick Jerry	019-301-066	1005 Saint Charles Dr, Green Bay, WI 54311	N/A	920-621-5298
Bette & Mark Lamore.	019-301-008	6065 Lazy Hill Rd., San Miguel, CA 93451	woalamore@gmail.com	805-234-6143
Don Exterkamp and Ramon Morfin	019-311-001	2720 Lazy Hill Rd., San Miguel, CA 93451	morfin_ramon@yahoo.com	818-414-2885

Jesse Osoporo

019-311-004

1007 Pioneer Trail, Paso Robles, CA 93446

N/A

805-431-8715

Gaye Markham

019-311-033

2750 Lazy Hill Rd., San Miguel, CA 93451

gayemarkham71@gmail.com

713-819-6758

Travis & Ahnnika

019-311-007

2525 Lazy Hill Rd., San Miguel, CA 93451

ahnndoherty@gmail.com

805-610-6564

Doherty

Draft
MANAGEMENT AND CONSULTING AGREEMENT

This Agreement is made effective as of ~~07/09/2015~~ July 1, 2020, by and between Independence Ranch Community Services District, of 6285 Hawk Ridge Place, San Miguel, California 93451, and HAGEMANN AND ASSOCIATES, 9372 Carmel Road, Atascadero, California 93422.

In this Agreement, the party who is contracting to receive services shall be referred to as "IRCSD", and the party who will be providing the services shall be referred to as "HAGEMANN AND ASSOCIATES".

HAGEMANN AND ASSOCIATES has a background in Management, Engineering and Accounting and is willing to provide services to IRCSD based on this background.

IRCSD desires to continue to have services provided by HAGEMANN AND ASSOCIATES.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on ~~07/09/2015~~ July 1, 2020, HAGEMANN AND ASSOCIATES will provide the following services (collectively, the "Services"): All bookkeeping including interface with auditors both private and public, general management services including, but not limited to, document review and analysis, interface with all public agencies, appropriate research tasks and communications with all board members, employees and the public, supervision of contractors as necessary.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by HAGEMANN AND ASSOCIATES shall be determined by HAGEMANN AND ASSOCIATES. IRCSD will rely on HAGEMANN AND ASSOCIATES to work as many hours as may be reasonably necessary to fulfill HAGEMANN AND ASSOCIATES's obligations under this Agreement, but is generally assumed to be approximately 4 - 5 hours per month.

3. PAYMENT. Fees for services will be based on the time expended at the billing rate of One Hundred Twenty-Five Dollars (\$125) per hour, unless otherwise mutually agreed in writing. Payment for services is due and payable upon receipt. Invoicing will be sent at the first of each month, with an itemization of daily hours worked for IRCSD.

3. PAYMENT. ~~IRCSD will pay a fee to HAGEMANN AND ASSOCIATES for the Services based on \$500.00 per month. This fee shall be payable monthly, no later than the fifteenth day of the month following the period during which the Services were performed.~~

4. EXPENSE REIMBURSEMENT. HAGEMANN AND ASSOCIATES shall be entitled to reimbursement from IRCSD for the following "out-of-pocket" expenses: postage, copying and Trade show registration, travel if authorized and required by IRCSD, office supplies specific to IRCSD, small construction-related purchases authorized by the Board of Directors.

5. SUPPORT SERVICES. IRCSD will provide the following support services for the benefit of HAGEMANN AND ASSOCIATES: secretarial support.

6. TERM/TERMINATION. This Agreement may be terminated by either party at will by notice per paragraph 14 of this Agreement. Final payment of fees to HAGEMANN AND ASSOCIATES shall be based on the actual number of hours prior to termination of the Agreement will be pro-rated by the number of days in the month of termination. This pro-rated sharepayment along with any funds or approved expenses advanced by HAGEMANN AND ASSOCIATES shall be tendered upon receipt of all materials per paragraph 13 of this agreement.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that HAGEMANN AND ASSOCIATES is an independent contractor with respect to IRCSD, and not an employee of IRCSD. IRCSD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of HAGEMANN AND ASSOCIATES.

8. EMPLOYEES. HAGEMANN AND ASSOCIATES's employees, if any, who perform services for IRCSD under this Agreement shall also be bound by the provisions of this Agreement.

9. ASSIGNMENT. HAGEMANN AND ASSOCIATES's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of IRCSD.

10. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Consultant's Intellectual Property. HAGEMANN AND ASSOCIATES does not personally hold any interest in any Intellectual Property.

11. CONFIDENTIALITY. IRCSD recognizes that HAGEMANN AND ASSOCIATES has and will have the following information:

- business affairs

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Independence Ranch Community Services District and need

to be protected from improper disclosure. In consideration for the disclosure of the Information, HAGEMANN AND ASSOCIATES agrees that HAGEMANN AND ASSOCIATES will not at any time or in any manner, either directly or indirectly, use any Information for HAGEMANN AND ASSOCIATES's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of IRCSD. HAGEMANN AND ASSOCIATES will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

12. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

13. RETURN OF RECORDS. Upon termination of this Agreement, HAGEMANN AND ASSOCIATES shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in HAGEMANN AND ASSOCIATES's possession or under HAGEMANN AND ASSOCIATES's control and that are IRCSD's property or relate to IRCSD's business as soon as is practicable, but not later than 30 days after termination. Any final payment due HAGEMANN AND ASSOCIATES may be withheld until return of all documents and property has been completed.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for IRCSD:

Independence Ranch Community Services District
6285 Hawk Ridge Place
San Miguel, California 93451

IF for HAGEMANN AND ASSOCIATES:

Hagemann and Associates
Brad Hagemann, Owner
9372 Carmel Road
Atascadero, California 93422

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

Party receiving services:
Independence Ranch Community Services District

By: _____
~~Don Duke~~
President

Party providing services:
Hagemann and Associates

By: _____
Owner
Brad Hagemann

**INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT
FINAL BUDGET 2020/2021**

	PROPOSED FY 20/21 BUDGET	Estimated Actuals FY 2019/20
Checking Account Beginning Balance 7/1/20 (estimated)	\$ 25,000	25000
Anticipated Income		
Road Assessments	\$ 60,000	\$ 60,000
Interest	\$ 10	\$ 10
Total Operating Funds	\$ 85,010	\$ 85,010
Administrative & Fixed Expenses		
LAFCO Fees	\$ 260	\$ 240
CSDA Dues	\$ 300	\$ 282
Rent for Meeting Space	\$ 300	\$ 200
Biennial Audits	\$ 4,000	\$ 10,000
Bank Charges	\$ -	
Legal	\$ 1,000	\$ 650
Election Costs	\$ 450	\$ -
Trade Shows and Seminars	\$ -	
General Manager	\$ 6,000	\$ 6,000
Engineering	\$ 1,000	\$ 1,100
Insurance	\$ 2,375	\$ 1,212
Internet Expense/Web Page	\$ 600	\$ 300
Utilities	\$ 120	\$ 120
Office Expenses	\$ 100	\$ -
Admin Totals	\$ 16,505	\$ 20,104
Reserve For Future Audit		
Debt Service P&I Inc. Interim Interest	\$ 38,000	\$ 35,715
Admin and Debt Totals	\$ 54,505	\$ 55,819
Funds Available For Road Repair	\$ 30,505	
Expenditures To Consider		
Road Repairs/Maintenance	\$ 15,000	\$ 39,732
Funds To Carry Forward	\$ 15,505	