



## **WATERLOO MORADA FIRE DISTRICT BOARD OF DIRECTORS**

**November 9, 2022, Regular Board Meeting @ 7:00 pm**  
6925 E. Foppiano Lane, Stockton, CA 95212  
(209) 931-3107

**Teleconference Meeting/In Person**

**In Accordance with Governor Newsome's Executive Order N-29-202 and AB361  
If a member of the public is interested in attending by teleconference, you may join the  
meeting by following the link below or call 1 (408) 418-9388, access code 1264647068#**

<https://waterloomoradafiredistrict.my.webex.com/meet/firechief>

### **AGENDA**

1. CALL TO ORDER - ROLL CALL
  - 1.1. Notice of meeting recorded.
2. PLEDGE OF ALLEGIANCE:
3. PRESENTATIONS:
4. IN THE MATTER OF PUBLIC DISCUSSION:

This time is provided to the public to address the Board of Directors on items not on the agenda. State law prohibits the Board of Directors from taking action on these items. Each person will be limited to no more than five minutes of discussion time and the total time allotted for discussion shall not exceed thirty minutes.
5. CLOSED SESSION:

Anticipated Litigation, Significant exposure to litigation pursuant to paragraph (2) or (3) subdivision (d) of Section 54956.9 of Government Code: two potential cases.

**Closed Session:** A "Closed" or "Executive" Session of the Fire District Board may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Fire Station at 6925 E. Foppiano Lane and any announcements or discussion will be held at the same location following Closed Session. Reference California Government Section 54956.9 (d)
6. REPORT FROM CLOSED SESSION: Pursuant to Government Code Section 54956.9 (d) (2) or (3)

### **DISCUSSION / ACTION ITEMS**

7. LATE AGENDA ITEMS: Government Code Section 54954.2(b)2
8. CORRESPONDENCE
  - 8.1. SJCCDD – PA-2200030 (GP) and PA- 2200031(ZR)
  - 8.2. SJCCDD – PA-2100284 (GP) and PA-2100285 (ZR)
  - 8.3. SJCCDD – PA-2200175 (LA)
  - 8.4. SJC Planning Commission – Notice of Public Hearing 10/18/2022
  - 8.5. SJC Planning Commission – Notice of Public Hearing 10/20/2022
  - 8.6. SJC Planning Commission – Notice of Public Hearing 11/3/2022

*Our Community... Our Priority*

**9. APPROVAL OF MINUTES:**

- 9.1. Board Meeting – October 12, 2022 – Approval / Action

**10. FINANCIAL REPORTS:**

- 10.1. Unpaid Bills by Vendor and Requisition # 5 Approval / Action
- 10.2. Monthly Summary Report – Review / Discussion

**11. OLD BUSINESS:**

- 11.1. Station 2 Update – Easement Dedication Discussion, Approval /Action  
CM Discussion, Approval / Action
- 11.2. Hammer Ln, Detachment Discussion, Possible ACTION
- 11.3. F&M Bank Line of Credit – Approval /Action
- 11.4. Community Center – Heating and Air System – Approval / Action
- 11.5. AB361 Public Agency Virtual Meetings - Approval /Action

**12. NEW BUSINESS:**

- 12.1 American Rescue Plan Act (ARPA) – Discussion / Action
- 12.2 Resolution 22-10 Proclaiming Local Emergency Authorizing Remote Teleconference – Approval / Action

**13. REPORTS:**

- 13.1. Member Reports:
- 13.2. Chief Report
- 13.3. Finance Committee:  
(Board Members Ralph Lucchetti, Ryan Haggerty, Fire Administration, Board President Clay Titus, Alternate)

**14. FUTURE AGENDA ITEMS/MEETINGS**

- 14.1 Directors Open Discussion

**15. ADJOURNMENT:**



**APPLICATION REFERRAL:  
Public Hearing**

**Short Review Period:**  
2-week response time

Project Planner: Giuseppe Sanfilippo Phone: (209) 468-0227 Fax: (209) 468-3163 Email: gsanfilippo@sjgov.org

The following projects have been filed with this Department: **APPLICATION NUMBERS: PA-2200030 (GP)  
PA-2200031 (ZR)**

<b>PROPERTY OWNER:</b>	Gurpreet S. & Gagandeep K. Judge 3505 E. Eight Mile Rd. Lodi, CA 95240	<b>APPLICANT:</b>	Gurpreet S. Judge 9153 Barbaresco Cir. Stockton, CA 95212
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**PROJECT DESCRIPTION:** The project includes 2 applications, a General Plan Map Amendment (PA-2200030), and a Zone Reclassification (PA-2200031), The description is as follows:

- PA-2200030: A General Plan Map Amendment to change the General Plan designation of a 4.81-acre parcel from A/L (Limited Agriculture) to A/I (Agricultural Industrial).
- PA-2200031: A Zone Reclassification to change the zoning of the same 4.81-acre parcel from AL-5 (Limited Agriculture, 5-acre minimum) to AI (Agricultural Industrial)

The Property is zoned AL-5 (Limited Agriculture, 5-acre minimum) and the General Plan designation is A/L (Limited Agriculture).

**PROJECT LOCATION:** The project site is located on the northwest corner of E. Eight Mile Rd. and N. Micke Grove Rd., Lodi. (APN/Address: 059-210-46 / 3505 E. Eight Mile Rd., Lodi) (Supervisorial District: 4)

**ENVIRONMENTAL DETERMINATION:** This project as described is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), and a Notice of Exemption will be filed if the project is approved.

**APPLICATION REVIEW:** Recommendations and/or comments on this project must be submitted to the Community Development Department no later than October 27, 2022. Recommendations and/or comments received after that date may not be considered in staff's analysis and/or recommendation to the San Joaquin County Planning Commission for this application.

**NOTE TO SURROUNDING PROPERTY OWNERS:** These projects will be scheduled for a San Joaquin County Planning Commission hearing. Notification will be provided on the date, time, and place of the public hearing at a later date.

**NOTE TO REVIEW AGENCIES:** In order to be notified of the San Joaquin County Planning Commission hearing date for these projects, please contact the above noted Project Planner to be placed on the notification list. (Public agencies with recommendations and/or comments on the proposed projects and/or environmental determination will automatically be placed on the notification list.)

**AGENCY REFERRALS MAILED ON:** October 13, 2022

<b>TO:</b>		
SJC Board of Supervisors	SJC Sheriff Communications Director	Buena Vista Rancheria
SJC Agricultural Commissioner	Lodi Unified School District	California Tribal TANF Partnership
SJC Assessor	Waterloo – Morada Fire District	California Valley Miwok Tribe
SJC Building Division	Air Pollution Control District	North Valley Yokuts Tribe
SJC Code Enforcement	San Joaquin Council of Governments	United Auburn Indian Community
SJC County Counsel	Caltrans – District 10	PG&E
SJC Environmental Health	CA Fish & Wildlife Region: 2	Farm Bureau
SJC Fire Prevention Bureau	CA Native American Heritage Commission	Haley Flying Service
SJC Mosquito Abatement	N. San Joaquin Water Conservation District	Precissi Flying Service
SJC Public Works	Lodi District Grape Growers Association	Sierra Club
City of Stockton	City of Lodi	

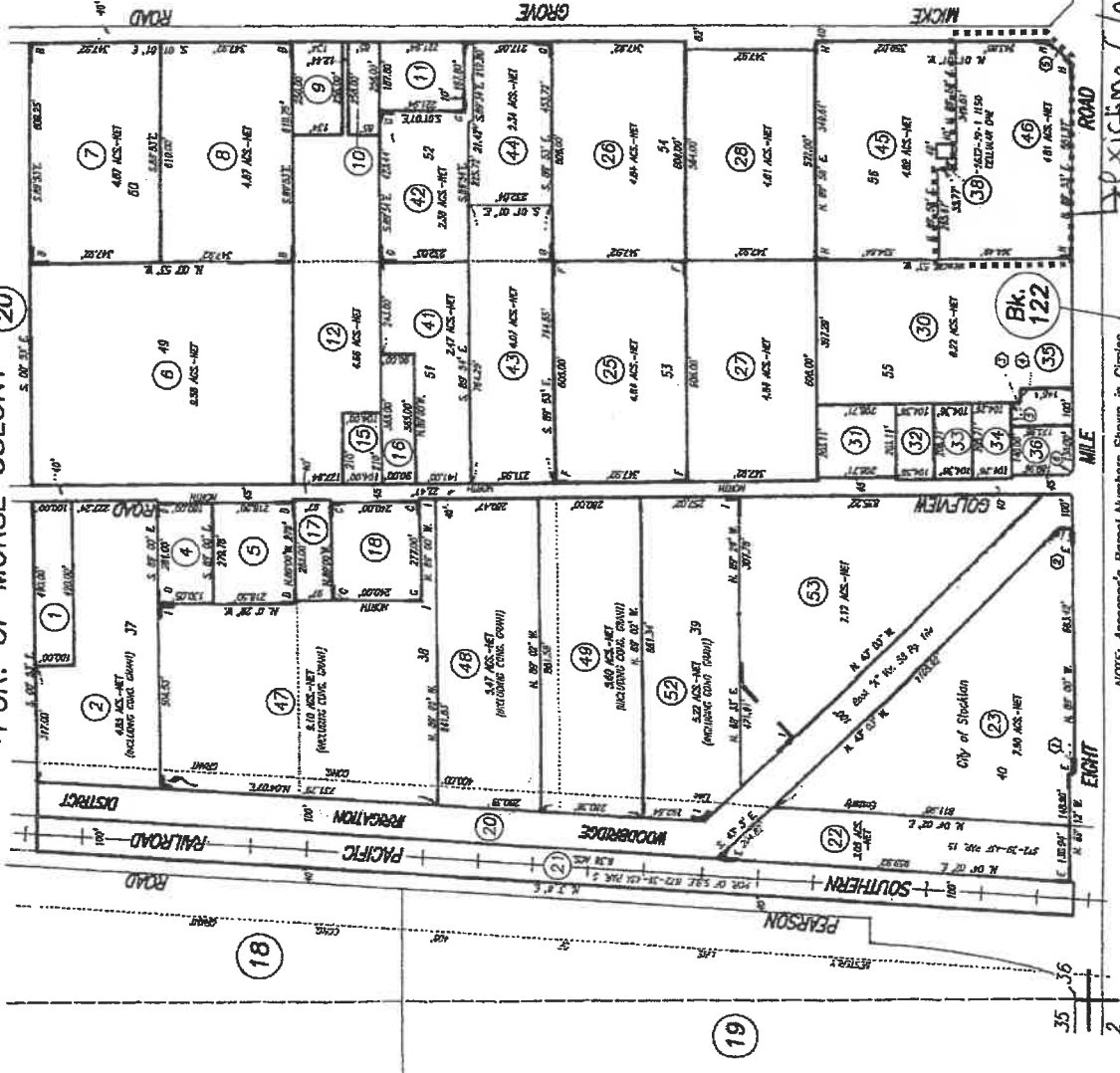
PA2200030  
PA2200031

059-21

THIS MAP IS FOR  
ASSESSMENT USE ONLY



4-POR. OF MORSE COLONY (20)



- ① 1870 150'
- ② 1870 261'
- ③ 1870 245'
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- I - P. M. Vol. 22 Pg. 032
- H - P. M. Vol. 22 Pg. 059
- G - R. S. Vol. 32 Pg. 102
- F - R. S. Vol. 08 Pg. 078
- E - R. S. Vol. 27 Pg. 046
- D - R. S. Vol. 14 Pg. 198
- C - R. S. Vol. 24 Pg. 194
- B - R. S. Vol. 27 Pg. 007
- A - R. M. Vol. 02 Pg. 019

YEAR	PAR.	PAR.	PAR.
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01-02			
01-03			
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Assessor's Map Bk.059 Pg.21  
County of San Joaquin, Calif.

Existing G/P - A/I  
Proposed G/P - A/I  
Existing Z - A-L5  
Proposed Z - A-I

NOTE: Assessor's Parcel Numbers Shown in Circles.  
Assessor's Block Numbers Shown in Ellipses.

The sole purpose of this document is for the assessment and collection of County property taxes. County maps are not to be used for any other purpose. This document should not be relied upon to determine the legal ownership of any parcel. The County is not liable for any loss or damage. Assessor's Office



**APPLICATION REFERRAL:  
Public Hearing**

Project Planner: Giuseppe Sanfilippo Phone: (209) 468-0227 Fax: (209) 468-3163 Email: gsanfilippo@sjgov.org

The following projects have been filed with this Department: **APPLICATION NUMBERS: PA-2100284 (GP)  
PA-2100285 (ZR)**

**PROPERTY OWNER:** Chelsea Chandler  
1075 Bianchi Rd.  
Stockton, CA 95210

**APPLICANT:** Wong Engineers, Inc.  
4719 Quail Lakes Dr. Suite G  
PMB #337  
Stockton, CA 95219

**PROJECT DESCRIPTION:** A General Plan Map Amendment and Zone Reclassification application to change the General Plan designation of 2 parcels totaling 10.69-acres from R/L (Low Density Residential) to R/R (Rural Residential) and to change the zoning designation from R-L (Low Density Residential) to R-R (Rural Residential). The underlying project is a Minor Subdivision application to create 4 Rural Residential parcels of 2 acres or greater in size. This parcel is not under a Williamson Act Contract.

The Property is zoned R-L (Low Density Residential) and the General Plan designation is R/L (Low Density Residential).

**PROJECT LOCATION:** The project site is located on the south side of N. Towers Pl., east of N. Cherryland Ave., east of Stockton. (APN/Address: 087-090-48 & -64 / 3428 N. Cherryland Ave., Stockton) (Supervisory District: 4)

**ENVIRONMENTAL DETERMINATION:** This is a Notice of Intent to adopt a Mitigated Negative Declaration for this project as described. San Joaquin County has determined that through the Initial Study that contains proposed mitigation measures all potentially significant effects on the environment can be reduced to a less than significant level. The Mitigated Negative Declaration and Initial Study can be viewed on the Community Development Department website at [www.sjgov.org/commdev](http://www.sjgov.org/commdev) under Active Planning Applications.

**APPLICATION REVIEW:** Recommendations and/or comments on these projects must be submitted to the Community Development Department no later than November 1, 2022. Recommendations and/or comments received after that date may not be considered in staff's analysis and/or recommendation to the San Joaquin County Planning Commission for this application.

**NOTE TO SURROUNDING PROPERTY OWNERS:** These projects will be scheduled for a San Joaquin County Planning Commission hearing. Notification will be provided on the date, time, and place of the public hearing at a later date.

**NOTE TO REVIEW AGENCIES:** In order to be notified of the San Joaquin County Planning Commission hearing date for these projects, please contact the above noted Project Planner to be placed on the notification list. (Public agencies with recommendations and/or comments on the proposed projects and/or environmental determination will automatically be placed on the notification list.)



**SAN JOAQUIN**  
—COUNTY—  
*Greatness grows here.*

# Community Development Department

Planning · Building · Code Enforcement · Fire Prevention · GIS

**AGENCY REFERRALS MAILED ON:** October 4, 2022

**TO:**

SJC Board of Supervisors  
SJC Assessor  
SJC Building Division  
SJC Environmental Health  
SJC Fire Prevention Bureau  
SJC Mosquito Abatement  
SJC Parks and Recreation  
SJC Public Works  
SJC Sheriff Communications Director  
SJC Surveyor  
City of Stockton

Linden Unified School District  
Waterloo / Morada Fire District  
Air Pollution Control District  
San Joaquin Council of Governments  
CA Regional Water Quality Control Board  
Central Valley Flood Protection Board  
CA Fish & Wildlife Region: 2  
CA Native American Heritage Commission  
CA State Reclamation Board  
Federal Emergency Management Agency  
US Fish & Wildlife

Stockton East Water District  
PG&E  
Buena Vista Rancheria  
California Tribal TANF Partnership  
California Valley Miwok Tribe  
North Valley Yokuts Tribe  
United Auburn Indian Community  
Haley Flying Service  
Precissi Flying Service  
Sierra Club

PA2100284  
PA2100285

087-09

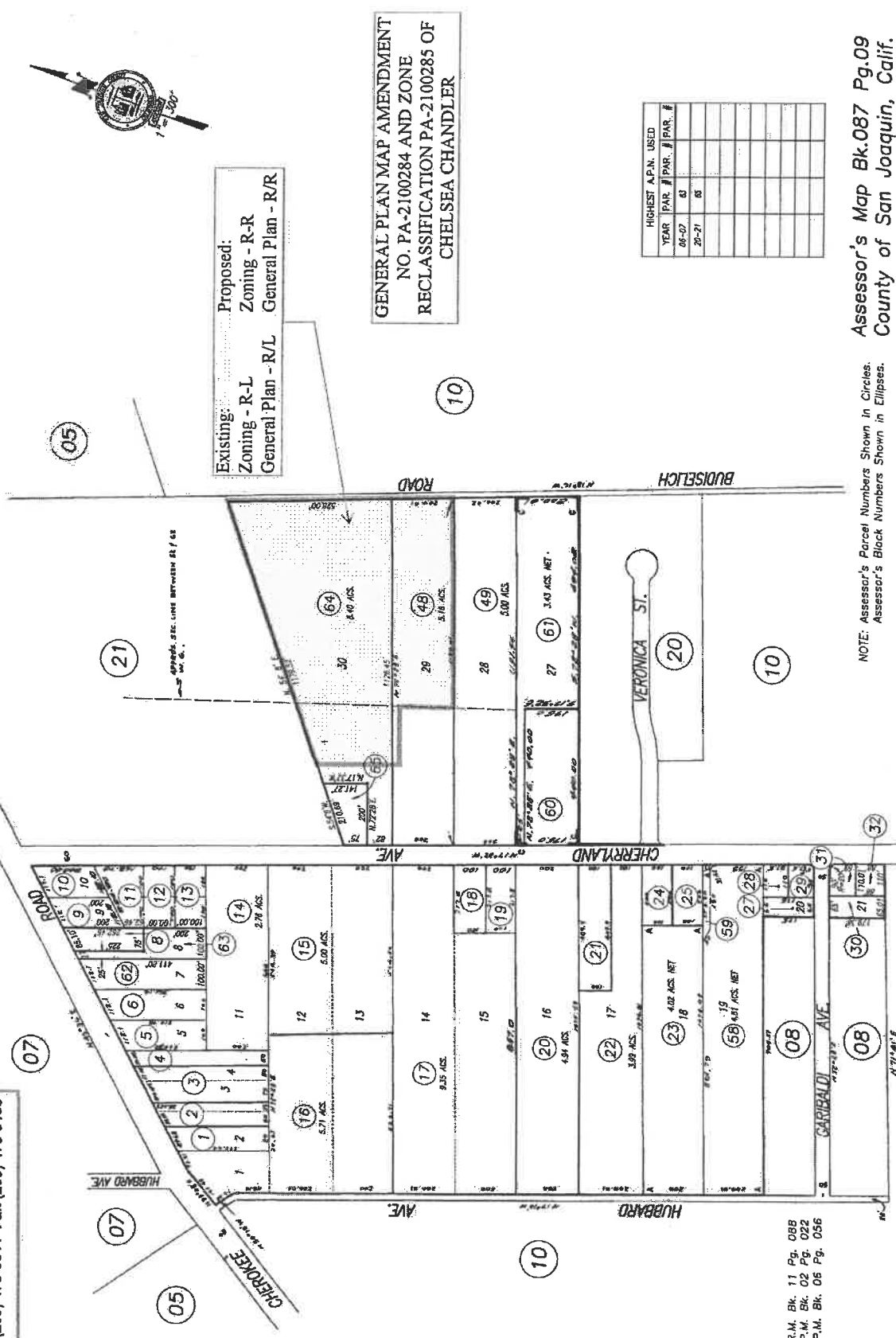
THIS MAP IS FOR  
ASSESSMENT USE ONLY

POR. SUNNY VALLEY GARDENS NO. 3

**Wong Engineers, Inc.**  
4578 Feather River Drive, Suite A  
Stockton, California 95219  
Phone (209) 476-0011 Fax (209) 476-0135



**DISCLAIMER**  
The sole purpose of this document is for the assessment and collection of County property taxes. County makes no representation or warranty, express or implied, about the completeness, accuracy, reliability or timeliness of the information set forth in this document. Therefore, this document should not be relied upon to determine the legal ownership of any specific parcel(s), nor to facilitate any real property transaction(s) between private parties. County is not liable for any loss or damage whatsoever arising from or in connection with the use or reliance upon this document(s).



Existing: Zoning - R-L  
General Plan - R/L

Proposed: Zoning - R-R  
General Plan - R/R

GENERAL PLAN MAP AMENDMENT  
NO. PA-2100284 AND ZONE  
RECLASSIFICATION PA-2100285 OF  
CHELSEA CHANDLER

HIGHEST A.P.N. USED	
YEAR	PAR. # PAR. #
06-07	63
20-21	65

R.M. Bk. 11 Pg. 088  
A - P.M. Bk. 02 Pg. 022  
C - P.M. Bk. 05 Pg. 056

NOTE: Assessor's Parcel Numbers Shown in Circles.  
Assessor's Block Numbers Shown in Ellipses.

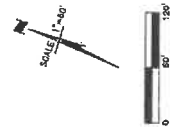
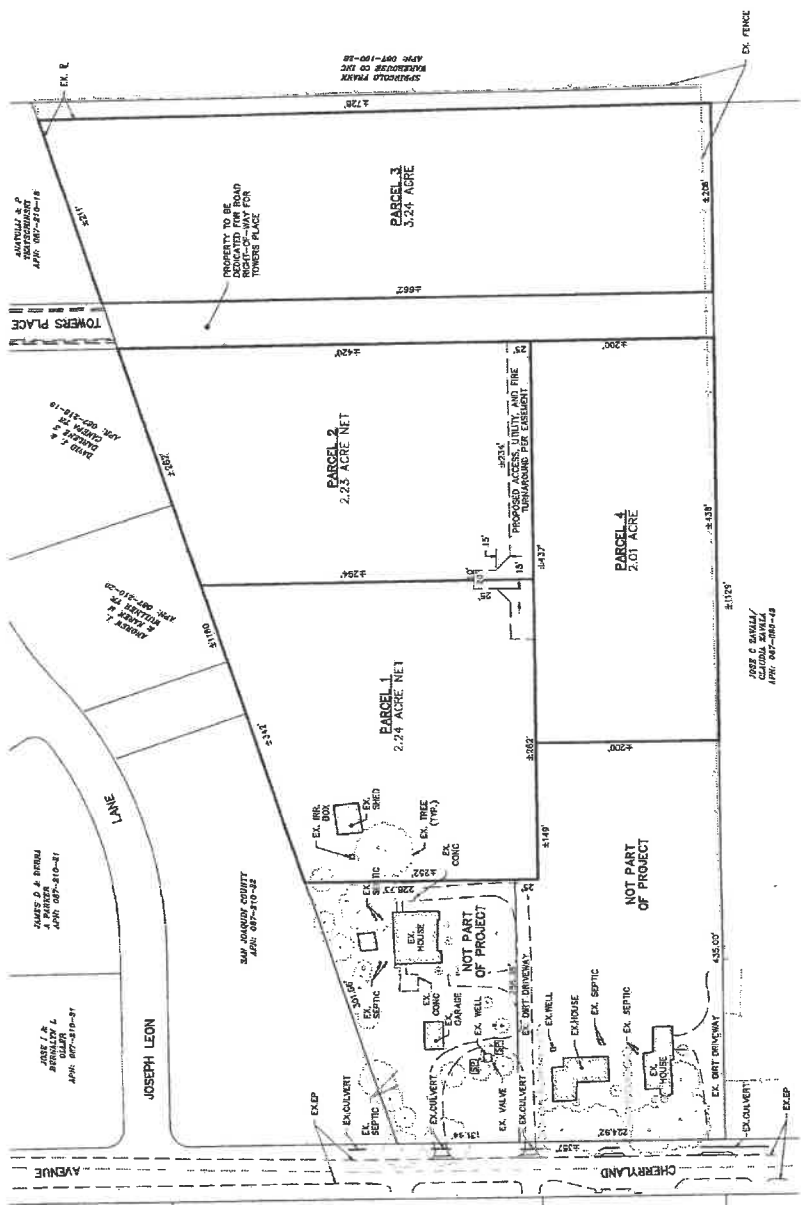
Assessor's Map Bk.087 Pg.09  
County of San Joaquin, Calif.

PA2100284  
PA2100285



- NOTES:**
1. SHOW A MINIMUM OF 20' SETBACK TO ALL C.N. WEBER
  2. TOTAL AREA = 10.68 AC.
  3. ALL DISTANCES ARE APPROXIMATE, UNTIL COMPLETED.

- LEGEND:**
- AC CONCRETE
  - SP ASPHALT
  - EX EXISTING
  - PRO PROPOSED
  - PR PAVEMENT
  - BR BRICK
  - ST STEEL
  - STYP. STYPED
  - FENCE LINE



**UNAUTHORIZED CHANGES AND USES:**  
THE SURVEYOR PREPARING THIS CONCEPTUAL PARCEL MAP IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED CHANGES TO OR USES OF THIS LAYOUT, MUST BE APPROVED BY THE PREPARED BY THIS CONCEPTUAL PARCEL MAP LAYOUT.

NO.	DESCRIPTION	REVISIONS	DATE	BY

**WONG ENGINEERS, INC.**  
PLANNING, ENGINEERING, SURVEYING  
1000 S. GARDEN ST., SUITE 100  
STOCKTON, CALIFORNIA 95210  
L.S. 45312  
CHECKED: J.W.

**CONCEPTUAL PARCEL MAP LAYOUT**

JOB NO. 2021  
DATE: DEC. 2021  
SCALE: AS SHOWN  
DRAWN BY: J.W.  
CHECKED: J.W.

3454 & 3514 N. CHERRYLAND AVE.  
STOCKTON, CALIFORNIA

SHEET 1  
OF ONE  
FILE 028





**SAN JOAQUIN**  
— COUNTY —  
*Greatness grows here.*

# Community Development Department

Planning · Building · Code Enforcement · Fire Prevention · GIS

## **APPLICATION REFERRAL: Staff Review**

**Shortened Response Time:**  
2-week review period.

Project Planner: Sol Jobrack Phone: (209) 468-8477 Fax: (209) 468-3163 Email: shjobrack@sjgov.org

The following project has been filed with this Department: **APPLICATION NUMBER: PA-2200175 (LA)**

<b>PROPERTY OWNER:</b>	Wayne S. Watanabe Trust et al. 3300 N. Alpine Rd. Stockton, CA 95215	<b>APPLICANT:</b>	Wong Engineers 4578 Feather River Dr. #A Stockton, CA 95219-6510
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**PROJECT DESCRIPTION:** A Lot Line Adjustment between 2 parcels. Parcel 1 to contain 1.19 acres. Parcel 2 to contain 56.00 acres. Both parcels are accessed from N. Alpine Road. Onsite well, septic system and storm drainage are utilized by both parcels. One parcel, APN 089-060-16, is under a Williamson Act Contract.

The Property is zoned AG-40 (General Agriculture, 40-acre minimum) and the General Plan designation is A/G (General Agriculture).

**PROJECT LOCATION:** The project site is located on the east side of N. Alpine Rd., 0.5 miles north of E. Cherokee Rd., Stockton. (APN/Address: 089-060-16 & -39 / 7990 N. Alpine Rd., Stockton) (Supervisorial District: 4)

**APPLICATION REVIEW:** Recommendations and/or comments on this project must be submitted to the Community Development Department no later than November 9, 2022. Recommendations and/or comments received after that date may not be considered in staff's analysis.

**AGENCY REFERRALS MAILED ON:** October 26, 2022

**TO:**

SJC Supervisor: District 4	SJC Fire Prevention Bureau	Waterloo – Morada Fire District
SJC Assessor	SJC Public Works	CA Dept. of Conservation
SJC Building Division / Plan Check	SJC Sheriff Communications Director	Stockton East Water District
SJC Environmental Health	SJC Surveyor	PG&E

# TENTATIVE LOT LINE ADJUSTMENT

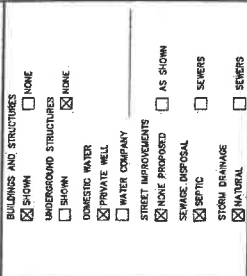
NO. \_\_\_\_\_  
 ON \_\_\_\_\_  
 ACCEPTED FOR REVIEW BY \_\_\_\_\_  
 COMMITTEE ACTION \_\_\_\_\_  
 DESAPPROVED \_\_\_\_\_  
 APPROVED WITH CONDITIONS \_\_\_\_\_

**DATED** \_\_\_\_\_  
 THE APPROVAL OR CONDITIONAL APPROVAL OF THIS MAP SHALL BE VOID FOR DELETED REASONS. ALL CONDITIONS SHALL BE VOID FOR DELETED REASONS. A NOTICE OF LOT LINE ADJUSTMENT, SUBMISSION OF A TENTATIVE LOT LINE ADJUSTMENT MAP OR NOTICE OF A TENTATIVE LOT LINE ADJUSTMENT MAP OR NOTICE OF A TENTATIVE LOT LINE ADJUSTMENT MAP.

**CERTIFICATION OF OWNER**  
 I, WAYNE S. WATAMBE, TRUSTEE  
 OWNER'S NAMES - WAYNE S. WATAMBE TRUST  
 ADDRESS - 3300 N. ALPINE ROAD  
 STOCKTON, CA 95215  
 TELEPHONE - (209) 496-3782

**CERTIFICATION OF OWNER**  
 I, WAYNE S. WATAMBE, TRUSTEE  
 OWNER'S NAMES - WAYNE S. WATAMBE TRUST  
 ADDRESS - 3300 N. ALPINE ROAD  
 STOCKTON, CA 95215  
 TELEPHONE - (209) 496-3782

**BUILDINGS AND STRUCTURES**  
 SHOWN  
 NONE  
**UNDERGROUND STRUCTURES**  
 SHOWN  
 NONE  
 DOMESTIC WATER  
 PRIVATE WELL  
 WATER COMPANY  
**STREET IMPROVEMENTS**  
 NONE PROPOSED  
 AS SHOWN  
**SEWAGE DISPOSAL**  
 SEPTIC  
 SEWERS  
**STORM DRAINAGE**  
 NATURAL  
 SEWERS



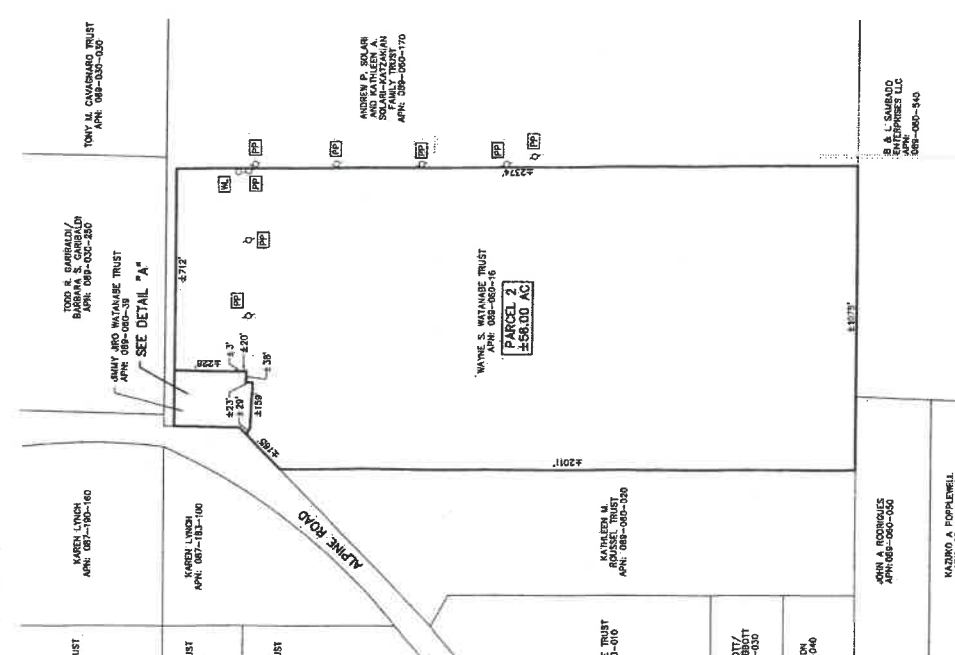
**WONG ENGINEERS, INC.**  
 4015 S. VALLEY VIEW BLVD. SUITE 100  
 STOCKTON, CA 95210  
 (209) 498-8888  
 DATE: JULY 2022  
 SCALE: AS SHOWN  
 DRAWN BY: MS/ACC  
 JOB NO. 4182

**LEGEND**

- CM DENOTES CUI WIRE
- LF DENOTES LIGHT POST
- MS DENOTES MAILBOX
- TS DENOTES TANK PAD
- PP DENOTES PROPERTY POLE
- PH DENOTES PROPANE TANK
- PHL DENOTES PROPANE TANK WITH LEAK CHECK
- SL DENOTES SATELLITE TOWER
- SP DENOTES SERVICE POLE
- ST DENOTES STREET LIGHT
- STU DENOTES STORAGE UNIT
- WH DENOTES WELL
- WS DENOTES WOOD SHED

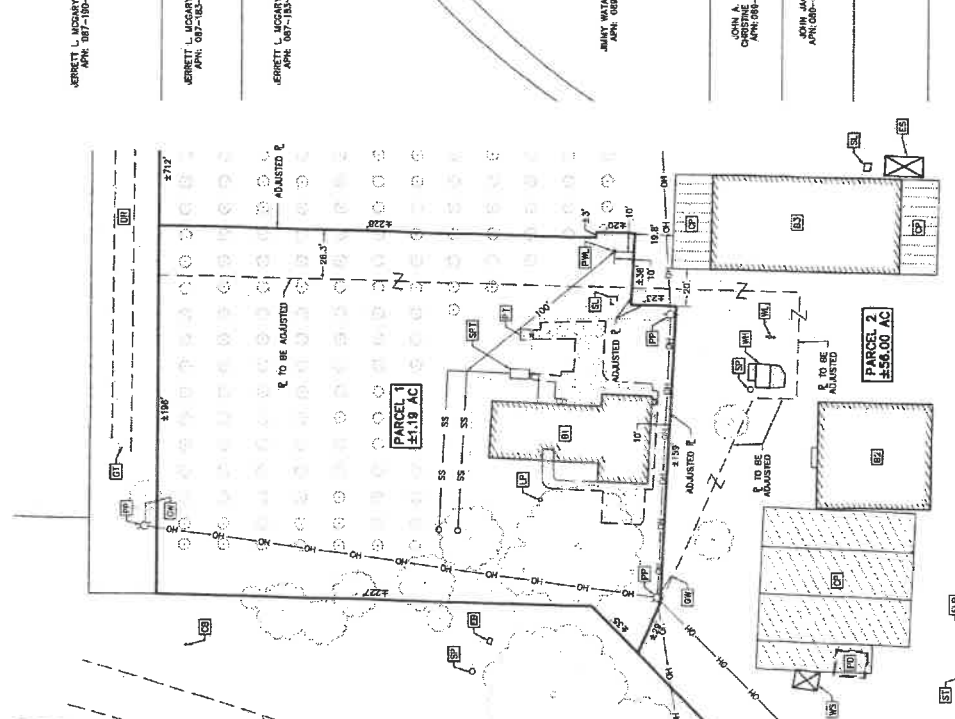
**LEGEND**

- B1 DENOTES HOUSE
- B2 DENOTES BARN
- BN DENOTES BANK
- CC DENOTES CONCRETE
- CR DENOTES CURB
- EA DENOTES ELECTRICAL BOX
- EP DENOTES ELECTRICAL PANEL PAD
- ES DENOTES ELECTRICAL STORAGE UNIT
- GT DENOTES GATE



**NOTES**

1. ADDRESS: 7484 & 8014 N. ALPINE ROAD,
2. APN: 089-000-10 & 39



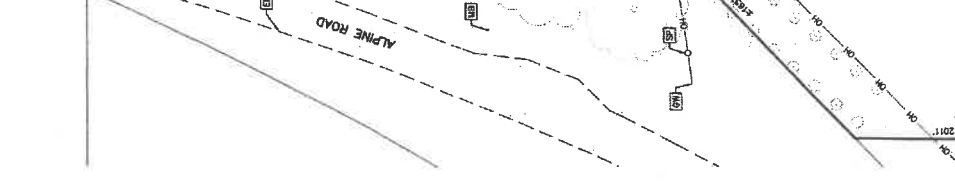
**DETAIL A-C**  
 SCALE: 1" = 30'

**LEGEND**

- CM DENOTES CUI WIRE
- LF DENOTES LIGHT POST
- MS DENOTES MAILBOX
- TS DENOTES TANK PAD
- PP DENOTES PROPERTY POLE
- PH DENOTES PROPANE TANK
- PHL DENOTES PROPANE TANK WITH LEAK CHECK
- SL DENOTES SATELLITE TOWER
- SP DENOTES SERVICE POLE
- ST DENOTES STREET LIGHT
- STU DENOTES STORAGE UNIT
- WH DENOTES WELL
- WS DENOTES WOOD SHED

**LEGEND**

- B1 DENOTES HOUSE
- B2 DENOTES BARN
- BN DENOTES BANK
- CC DENOTES CONCRETE
- CR DENOTES CURB
- EA DENOTES ELECTRICAL BOX
- EP DENOTES ELECTRICAL PANEL PAD
- ES DENOTES ELECTRICAL STORAGE UNIT
- GT DENOTES GATE



**DETAIL A-C**  
 SCALE: 1" = 30'



**NOTICE OF PUBLIC HEARING  
BEFORE THE SAN JOAQUIN COUNTY BOARD OF SUPERVISORS**

**NEW IN-PERSON PARTICIPATION:** In-person participation at Board of Supervisors meetings is now permitted. Complete guidelines are available upon request by calling the Clerk of the Board at (209) 468-2350. Do not attend if you have COVID-19, have been exposed to someone with COVID-19, or have a fever, cough, or shortness of breath.

**PUBLIC COMMENTS IN-PERSON:** In-person public comments are welcomed during the meeting. Persons wishing to address the Board in-person may complete a Public Comment Card, which is located at the reception table outside Board Chambers. This form can also be obtained from the Board of Supervisors' Office, Suite 627. Completion of the public comment card is voluntary. Public comments are limited to 3 minutes.

**ALTERNATIVE OPTIONS TO IN-PERSON PARTICIPATION:** If you are unable to attend in person, participants may watch the meetings online, submit electronic public comments, and participate via call-in. To participate telephonically please contact the Clerk of the Board at 209-468-2350.

**LIVESTREAM:**

Granicus: <http://sanjoaquincountyca.igm2.com/Citizens/default.aspx>

YouTube: <https://www.youtube.com/c/SanJoaquinCountyCA> (recommended)

**PUBLIC COMMENTS ALTERNATIVE:** Persons who cannot attend in person may submit a written Public Comment of 250 words or less by completing the online Public Comment Form at:  
<https://sjgov.link/public-comment>

**NOTICE IS GIVEN THAT BEGINNING AT 1:30PM, ON OCTOBER 18, 2022, or as soon as the matter can be heard thereafter, THE SAN JOAQUIN COUNTY BOARD OF SUPERVISORS, IN THE CHAMBERS OF THE BOARD OF SUPERVISORS, on the Sixth Floor of the Administration Building, 44 N. San Joaquin Street, Stockton, California, will hold a public hearing and receive oral and written statements regarding the following applications and their environmental determinations:**

DEVELOPMENT TITLE TEXT AMENDMENT NO. PA-2200174 OF SAN JOAQUIN COUNTY to amend 6 sections of the Development Title related to planning application expiration dates. The amendment would extend the approval period for newly approved planning applications from 18 months to 3 years, and extend the approval period for time extension requests for planning applications from 1 year to 2 years. The Development Title Sections to be amended include: 9-210.10, 9-215.14, 9-220.13, 9-851.7, 9-881.4 (c), and 9-884.4. The project also includes requests for an automatic 2-year time extension for all project in approved status at the time of adoption of the changes, and an automatic extension from 18 months to 3 years for all projects approved after the adoption of the changes, but prior to the effective date.

**Environmental Determination:** This project is exempt from CEQA pursuant to Section 15061(b)(3). A Notice of Exemption will be recorded if the project is approved.

**Planning Commission Recommendation:** Approval.

All persons interested in these matters are invited to participate telephonically and submit written and/or oral statements regarding the projects or the environmental determinations at this hearing. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Clerk of the Board at, or prior to, the public hearing. If you have any questions about this matter, please contact the San Joaquin County Community Development Department, 1810 East Hazelton Avenue, Stockton, CA 95205. Phone: 209-468-3121.

DATED:           OCTOBER 7, 2022  
BY:               Jennifer Jolley, Director  
                      San Joaquin County Community Development Department



**SPECIAL LOCATION:** San Joaquin County Administration Building  
44 N. San Joaquin St., #640 (Board of Supervisors Chambers), Stockton, California

**Thursday, October 20, 2022**  
**SPECIAL TIME: 6 P.M.**

**SPECIAL HEARING INFORMATION:**

The Board of Supervisors chambers will now be open to the public without restrictions. In addition, please note that public participation is still permitted remotely by email ([pcrecords@sjgov.org](mailto:pcrecords@sjgov.org)) or by Microsoft Teams (via computer and/or phone) as explained on the Community Development Department website and public hearing notice. Please visit our Planning Commission page at <https://sjgov.link/planning-commission> for the most current information regarding public participation.

All votes during the teleconference will be conducted by roll call vote.

The following alternatives are available to members of the public to watch these hearings and provide comments to the Planning Commission before and during the meeting:

**PARTICIPATE:**

Use Microsoft Teams via computer or mobile device at:

<https://sjgov.link/planning-commission-hearing>

Or by calling (209) 645-4071, Conference ID: 847 406 772#

**Note: You are able to use either your phone or computer to participate. Please make sure to mute your microphone upon logging in until the participation portion of the hearing is announced. Please note that the chat function of Microsoft Teams is not actively monitored and questions or comments made using this function will not be considered part of the official record.**

**WATCH:**

Live stream the Planning Commission meetings at:

<https://www.youtube.com/channel/UCw9ExATz2VnZibntMMA> Anw

**Note: Comments made on YouTube are not considered part of the official record and will not be shared with the Planning Commission.**

**LISTEN:**

Members of the public may listen to the hearing by calling (209) 468-0750.

**Note: Please mute phone after calling in. This number does not allow for public participation.**

### PUBLIC COMMENT:

Public Comments, limited to 250 words or less, may be submitted by sending an email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org). **Emailed public comments are limited to 250 words or less.** If they are received before or during the hearing they will be read into the record. Emailed comments regarding a specific agenda item should include the application number in the subject line. Emailed comments received prior to the close of the public hearing will be included in the official record on file with the Planning Commission. **Comments made on YouTube are not considered part of the official record and will not be provided to the Planning Commission.** If you need disability-related modification or accommodation in order to participate in this hearing, please contact the Community Development Department at (209) 468-3121 at least 48 hours prior to the start of the meeting.

### PUBLIC HEARING PROCEDURES

The following is a brief explanation of Planning Commission hearings. For hearings with large agendas, or if an item is particularly controversial, the time limits noted below may be applied by the Chair:

- Staff report and recommendation are presented.
  - Applicant may provide oral (limited to 20 minutes) or written testimony.
  - Other project proponents may provide testimony in-person or via Microsoft Teams (limited to 5 minutes), or email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org) (limited to 250 words). Emailed comments received in support of the project will be read into the record.
  - Project opponents may provide testimony in-person or via Microsoft Teams (limited to 5 minutes), or email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org) (limited to 250 words). Emailed comments received in opposition of the project will be read into the record.
  - Applicant may provide a rebuttal (limited to 10 minutes).
  - Time limits do not apply to responses to questions from Planning Commissioners or staff.
  - Chair will close the public hearing and bring the matter back to the Planning Commission for discussion and decision.
- **Flag Salute**
  - **Roll Call**
  - **Action on Requests for Continuances or Withdrawals (if needed)**
  - **Explanation of Hearing Procedures**
  - **The Public is welcome to address the Planning Commission on items of interest to the public that are NOT listed on the Agenda. Comments to the Commission are limited to a maximum of 5 minutes or 250 words for comments provided via email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org).**
  - **Action Item:**
    - **Consent Agenda (Item No. 3):** Items calendared for consent will be approved in one motion without a public hearing unless a member of the Planning Commission or the audience requests that the item be removed from the consent calendar and heard separately.
    - 1. **DEVELOPMENT TITLE TEXT AMENDMENT NO. PA-2100001, ZONE RECLASSIFICATION NO. PA-2100003, AND GENERAL PLAN TEXT AMENDMENT NO. PA-2100004 OF SAN JOAQUIN COUNTY.** This project, referred to as the Development Title Update project, consists of 3 applications to address consistency with the 2035 General Plan approved in 2016. The project applications are as follows:

**1) Development Title Text Amendment No. PA-2100001** to revise San Joaquin County's Development Title (Title 9 of the County Code) to be consistent with and implement the 2035 General Plan. The amendments include changes to the County's development regulations, such as zoning and subdivision controls, and other regulations related to uses, infrastructure, services, and fees.

**2) Zone Reclassification No. PA-2100003** to align the zoning with the 2035 General Plan map designation in the urban and rural communities of the County, and also in the urban fringe around incorporated cities. Reclassifications are proposed to address the following: Zoning inconsistencies that existed prior to approval of the 2035 General Plan and zoning inconsistencies resulting from landowner requests or staff recommendations for General Plan map redesignation approved by the Board of Supervisors with the adoption of the 2035 General Plan.

**3) General Plan Text Amendment No. PA-2100004** to correct internal inconsistencies with technical amendments and to ensure that the updated Development Title is consistent with the General Plan's policies and standards and with State law. The proposed technical amendments eliminate unreasonable restrictions that limit implementation of General Plan policies, and also add an I/W (Warehouse Industrial) designation that is consistent with the existing I-W (Warehouse Industrial) zone. These amendments will facilitate streamlining the permitting process, which is one of the goals for the Development Title Update.

The project website is [www.sjcdtupdate.org](http://www.sjcdtupdate.org). For project documents, go to the Library > Documents section of the website.

The project is countywide. (Supervisorial District: Countywide)

**Environmental Determination:** This is a Notice of Intent to adopt an Addendum to the 2035 General Plan Final Environmental Impact Report (State Clearinghouse No. 2013102017) for this project, as described. San Joaquin County has determined through the Addendum that there is no substantial evidence that the project may have a significant effect on the environment.

- 2. DEVELOPMENT TITLE TEXT AMENDMENT NO. PA-2200189 OF SAN JOAQUIN COUNTY** to amend Chapter 9-1080, Agricultural Mitigation, of Title 9, to improve the County's ability to carry out the purpose and intent of the Chapter. Amendments include clarifications of how agricultural mitigation is to be accomplished in the County.

Two draft Development Title Text Amendments are being provided to the Planning Commission for review:

**Text Amendment Option A:** Draft amendments proposed by Community Development Department staff. These amendments would provide for additional clarifications of how agricultural mitigation is to be accomplished, pertaining to use of a Qualifying Entity to oversee and implement the County agricultural mitigation program (and eliminating use of the AgTAC), as well as how agricultural mitigation may be accomplished through use of agricultural land conservation easements, payment of in-lieu fees or use of an agricultural mitigation bank.; and

**Text Amendment Option B:** Draft amendments proposed by the Agricultural Technical Advisory Committee ("AgTAC"). These amendments were previously considered by the Planning Commission in 2021, with one additional amendment being added clarifying agricultural land conservation easements shall be held in perpetuity.

The project is countywide (Supervisory District: Countywide)

**Environmental Determination:** This project is exempt from CEQA pursuant to Section 15061(b)(3). A Notice of Exemption will be recorded if the project is approved.

- CONSENT 3. **ONE-YEAR TIME EXTENSION FOR PREVIOUSLY APPROVED USE PERMIT NO. PA-1600049 OF PAREE ENTERPRISES INC. (C/O MILESTONE ASSOCIATES)** for a truck stop with a truck wash, gas station, and convenience store. The project includes construction of a 13,412-square-foot convenience store and gas station with a 7,200-square-foot automobile fueling canopy; a 5,940-square-foot diesel fueling canopy; a 3,500-square-foot truck wash; and a 2,032-square-foot fuel storage building. In addition, there is parking for 27 tractor-trailers. (Use Types: Truck Sales and Service-Stop, Gasoline Sales-Combination) (See Attachment A; Site Plan). The project site is located on the northwest corner of S. Ahern Rd. and the Interstate 5 south off-ramp, Tracy. (Supervisory District: 5)

**Environmental Determination:** This project is exempt from CEQA pursuant to Section 15061(b)(3). A Notice of Exemption will be recorded if the project is approved.

- **Other Business:**
- **Planning Commissioner’s Comments**
- **Director’s Report (Scheduling of Future Hearings – as needed)**
- **Adjournment**

James Grunsky, Chair

\*\*\*

Jennifer Jolley, Secretary

Pursuant to Government Code section 65009(b)(2): If you challenge the proposed projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the San Joaquin County Planning Commission at, or prior to, the public hearing. The appeal period for this agenda expires on October 31, 2022, at 5:00 p.m., and the appeal fee is \$799.00.





**SPECIAL LOCATION:** San Joaquin County Administration Building  
44 N. San Joaquin St., #640 (Board of Supervisors Chambers), Stockton, California

**Thursday, November 3, 2022**  
**SPECIAL TIME: 6 P.M.**

**SPECIAL HEARING INFORMATION:**

The Board of Supervisors chambers will now be open to the public without restrictions. In addition, please note that public participation is still permitted remotely by email ([pcrecords@sjgov.org](mailto:pcrecords@sjgov.org)) or by Microsoft Teams (via computer and/or phone) as explained on the Community Development Department website and public hearing notice. Please visit our Planning Commission page at <https://sjgov.link/planning-commission> for the most current information regarding public participation.

All votes during the teleconference will be conducted by roll call vote.

The following alternatives are available to members of the public to watch these hearings and provide comments to the Planning Commission before and during the meeting:

**PARTICIPATE:**

Use Microsoft Teams via computer or mobile device at:

<https://sjgov.link/planning-commission-hearing>

Or by calling (209) 645-4071, Conference ID: 847 406 772#

**Note: You are able to use either your phone or computer to participate. Please make sure to mute your microphone upon logging in until the participation portion of the hearing is announced. Please note that the chat function of Microsoft Teams is not actively monitored and questions or comments made using this function will not be considered part of the official record.**

**WATCH:**

Live stream the Planning Commission meetings at:

<https://www.youtube.com/channel/UCw9ExATz2VnZibntMMA> Anw

**Note: Comments made on YouTube are not considered part of the official record and will not be shared with the Planning Commission.**

**LISTEN:**

Members of the public may listen to the hearing by calling (209) 468-0750.

**Note: Please mute phone after calling in. This number does not allow for public participation.**

### PUBLIC COMMENT:

Public Comments, limited to 250 words or less, may be submitted by sending an email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org). **Emailed public comments are limited to 250 words or less.** If they are received before or during the hearing they will be read into the record. Emailed comments regarding a specific agenda item should include the application number in the subject line. Emailed comments received prior to the close of the public hearing will be included in the official record on file with the Planning Commission. **Comments made on YouTube are not considered part of the official record and will not be provided to the Planning Commission.** If you need disability-related modification or accommodation in order to participate in this hearing, please contact the Community Development Department at (209) 468-3121 at least 48 hours prior to the start of the meeting.

### PUBLIC HEARING PROCEDURES

The following is a brief explanation of Planning Commission hearings. For hearings with large agendas, or if an item is particularly controversial, the time limits noted below may be applied by the Chair:

- Staff report and recommendation are presented.
  - Applicant may provide oral (limited to 20 minutes) or written testimony.
  - Other project proponents may provide testimony in-person or via Microsoft Teams (limited to 5 minutes), or email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org) (limited to 250 words). Emailed comments received in support of the project will be read into the record.
  - Project opponents may provide testimony in-person or via Microsoft Teams (limited to 5 minutes), or email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org) (limited to 250 words). Emailed comments received in opposition of the project will be read into the record.
  - Applicant may provide a rebuttal (limited to 10 minutes).
  - Time limits do not apply to responses to questions from Planning Commissioners or staff.
  - Chair will close the public hearing and bring the matter back to the Planning Commission for discussion and decision.
- **Flag Salute**
  - **Roll Call**
  - **Minutes From Hearing(s) of 07/21/2022 and 08/04/2022**
  - **Action on Requests for Continuances or Withdrawals (if needed)**
  - **Explanation of Hearing Procedures**
  - **The Public is welcome to address the Planning Commission on items of interest to the public that are NOT listed on the Agenda. Comments to the Commission are limited to a maximum of 5 minutes or 250 words for comments provided via email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org).**
  - **Action Item:**
    - **Consent Agenda (Item No. 3 & 4):** Items calendared for consent will be approved in one motion without a public hearing unless a member of the Planning Commission or the audience requests that the item be removed from the consent calendar and heard separately.
    - 1. **MAJOR SUBDIVISION NO. PA-2100120 OF SANIDHYA DHIR; SUNEHA HOLDINGS, LLC; ALTAMONT HILLS, LLC; AND SOUTH ORANGE AVE, LLC; (C/O CARLSON, BARBEE AND GIBSON, INC.)** which proposes the development of a 35.83-acre (R-VL

and R-L) Very Low-Density and Low-Density Residential property into 143 residential lots and sets aside 4.71 acres for parks and open space that includes the following:

- Construction of 140 single family lots of about 5,000 square-feet each and 3 lots greater than 17,000 square-feet in size.
- There are 2 existing access points, or entrances, into this proposed community including extensions of Nasergholi Avenue and Pasqua Glen.
- 3 existing PG&E gas lines bisects the property in a northwest to southeast direction and shall serve as a central location for a proposed Neighborhood Park feature. The park elements proposed shall include turf volleyball courts, 2 tot lot play areas, and a shade structure as well as enhanced landscaping as allowable by the deed restrictions for the area.

The project site is located south of Grant Line Ave. and immediate north of the Delta College Mountain House campus located to the south. The project is located at the extreme western edge of the Mountain House Specific Plan III area. (Supervisory District: 5)

**Environmental Determination:** This project is exempt from CEQA pursuant to Section 15182. A Notice of Exemption will be recorded if the project is approved.



2.

**DEVELOPMENT TITLE TEXT AMENDMENT NO. PA-2200189 OF SAN JOAQUIN COUNTY** to amend Chapter 9-1080, Agricultural Mitigation, of Title 9, to improve the County's ability to carry out the purpose and intent of the Chapter. Amendments include clarifications of how agricultural mitigation is to be accomplished in the County. **THIS ITEM IS CONTINUED FROM THE OCTOBER 20, 2022, PLANNING COMMISSION HEARING.**

Two draft Development Title Text Amendments are being provided to the Planning Commission for review:

Text Amendment Option A: Draft amendments proposed by Community Development Department staff. These amendments would provide for additional clarifications of how agricultural mitigation is to be accomplished, pertaining to use of a Qualifying Entity to oversee and implement the County agricultural mitigation program (and eliminating use of the AgTAC), as well as how agricultural mitigation may be accomplished through use of agricultural land conservation easements, payment of in-lieu fees or use of an agricultural mitigation bank.; and

Text Amendment Option B: Draft amendments proposed by the Agricultural Technical Advisory Committee ("AgTAC"). These amendments were previously considered by the Planning Commission in 2021, with one additional amendment being added clarifying agricultural land conservation easements shall be held in perpetuity.

The project is countywide (Supervisory District: Countywide) **Environmental Determination:** This project is exempt from CEQA pursuant to Section 15061(b)(3). A Notice of Exemption will be recorded if the project is approved.

CONSENT

3.

**REVISIONS OF APPROVED ACTIONS FOR PREVIOUSLY APPROVED MAJOR SUBDIVISIONS NO. PA-0500838 AND NO. PA-0600161 OF AMANJIT SANDHU, KARNAIL SINGH, RANBIR KAUR SANDHU, AND PINDERJIT SANDHU (C/O AMANJIT SANDHU)** to amend a Condition of Approval that requires payment of an

Agricultural Mitigation Fee prior to approval of the Final Maps for reference Major Subdivisions. The Condition was included prior to the Board of Supervisors establishing a County-wide Agricultural Mitigation Fee in 2006 via Ordinance No. 4308 (Chapter 9-1080: Agricultural Mitigation), which requires payment of Agricultural Mitigation fees at the time of Grading Permit or Building Permit issuance (Chapter 9-1080[e][f]).

The proposed Revisions of Approved Action would amend the Condition of Approval related to the timing of payment of Agricultural Mitigation fees to be in compliance with Chapter 9-1080 of the San Joaquin County Development Title.

The project site is located within Neighborhoods A and B, at the southwest corner of Grant Line Rd. and west of Mountain House Pkwy., south of Grant Line Rd., Mountain House. (Supervisorial District: 5)

**Environmental Determination:** This project is exempt from CEQA pursuant to Section 15061(b)(3). A Notice of Exemption will be recorded if the project is approved.

- CONSENT**      4.      **1-YEAR TIME EXTENSION FOR PREVIOUSLY APPROVED USE PERMIT NO. PA-1800159 OF TURLOCK PETROLEUM (AKA MOUNTAIN HOUSE SQUARE, INC.)** for the development of the proposed commercial retail plaza which includes the construction of the following structures using the Civic Italianate architectural style as shown the revised site plan:

- Building 1, located adjacent to Mountain House Parkway, to contain 7,000 square-feet for a proposed full-service restaurant with an outside patio;
- Building 2, located adjacent to Grant Line Road, to contain 2,400 square-feet for a proposed restaurant with a drive-through service lane;
- Building 3, located at the northeast corner of Grant Line Road and De Anza Boulevard, to contain 2,400 square-feet for a proposed restaurant with a drive-through service lane;
- Building 4, located in the central portion of the development north of the gas pumps, to contain 6,750 square-feet for a proposed convenience store and restaurant;
- A canopy structure for 10 gas pumps, located in the central portion of the development adjacent to Grant, associated with the proposed convenience store and restaurant; and
- A car wash located adjacent to De Anza Boulevard north of Building 3, to contain 3,133 square-feet.

The project site is located at the northwest corner intersection of Grant Line Rd. and Mountain House Pkwy. between De Anza Blvd. and Mountain House Pkwy. in the Specific Plan III area of Mountain House. (Supervisorial District: 5)

**Environmental Determination:** This project is exempt from CEQA pursuant to Section 15061(b)(3). A Notice of Exemption will be recorded if the project is approved.

- **Other Business:**
- **Planning Commissioner's Comments**
- **Director's Report (Scheduling of Future Hearings – as needed)**

- **Adjournment**

James Grunsky, Chair

\*\*\*

Jennifer Jolley, Secretary

Pursuant to Government Code section 65009(b)(2): If you challenge the proposed projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the San Joaquin County Planning Commission at, or prior to, the public hearing. The appeal period for this agenda expires on November 14, 2022, at 5:00 p.m., and the appeal fee is \$1,018.00. The appeal fee for Mountain House projects is \$6,548.35, or the cost of time and materials at the discretion of Staff.



**SAN JOAQUIN**  
— COUNTY —  
Greatness grows here.

# Community Development Department

Planning · Building · Code Enforcement · Fire Prevention · GIS

## APPLICATION REFERRAL: Public Hearing

Project Planner: Megan Aguirre Phone: (209) 468-3144 FAX: (209) 468-3163 Email: meaguirre@sjgov.org

The following project has been filed with this Department: **APPLICATION NUMBER: PA-2200212 (TA)**

**PROPERTY OWNER:** San Joaquin County  
1810 E. Hazelton Ave.  
Stockton, CA 95205

**APPLICANT:** San Joaquin County  
1810 E. Hazelton Ave.  
Stockton, CA 95205

**PROJECT DESCRIPTION:** A General Plan Text Amendment to amend Section 3.1 Community Development Element pertaining to the locational criteria and size requirements for the Agriculture Industrial (A/I) General Plan designation. The amendments would further clarify where the designation is permitted, while adding additional locations on or near identified state routes and also potentially allowing the application of the designation to parcels larger than 20 acres in size that are no longer viable for agricultural purposes. The A/I designation would also be added to the Land Use Designation table in the same section.

The Draft Ordinance can be viewed on the Community Development Department's website at [www.sjgov.org/commdev](http://www.sjgov.org/commdev) or [sjgov.link/active-planning-applications](http://sjgov.link/active-planning-applications).

**ENVIRONMENTAL DETERMINATION:** This project as described is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), and a Notice of Exemption will be filed if the project is approved.

**APPLICATION REVIEW:** Recommendations and/or comments on this project must be submitted to the Community Development Department no later than November 29, 2022. Recommendations and/or comments received after that date may not be considered in staff's analysis and/or recommendation to the San Joaquin County Planning Commission for this application.

**NOTE TO REVIEW AGENCIES:** In order to be notified of the San Joaquin County Planning Commission hearing date for this project, please contact the above noted Project Planner to be placed on the notification list. (Public agencies with recommendations and/or comments on the proposed project and/or environmental determination will automatically be placed on the notification list.)

**AGENCY REFERRALS MAILED ON:** November 1, 2022

**TO:**

- |                                     |   |                                    |
|-------------------------------------|---|------------------------------------|
| SJC Board of Supervisors            | Air Pollution Control District          | PG&E                               |
| SJC Agricultural Commissioner       | Delta Commission                        | Port of Stockton                   |
| SJC Assessor                        | San Joaquin Council of Governments      | US Fish & Wildlife                 |
| SJC Building Division / Plan Check  | Caltrans – District 10                  | Buena Vista Rancheria              |
| SJC Code Enforcement                | CA Highway Patrol                       | California Tribal TANF Partnership |
| SJC County Counsel                  | CA Regional Water Quality Control Board | California Valley Miwok Tribe      |
| SJC Environmental Health            | Delta Stewardship Council               | North Valley Yokuts Tribe          |
| SJC Fire Prevention Bureau          | CA Dept. of Boating and Water           | United Auburn Indian Community     |
| SJC Mosquito Abatement              | CA Dept. of Conservation                | All Municipal Advisory Committees  |
| SJC Public Works                    | CA Dept. of Motor Vehicles              | Farm Bureau                        |
| SJC Sheriff Communications Director | CA Fish & Wildlife Regions: 2 & 3       | Haley Flying Service               |
| All Cities                          | CA Native American Heritage Commission  | Precissi Flying Service            |
| All Fire Districts                  | Federal Emergency Management Agency     | Sierra Club                        |

**WATERLOO MORADA FIRE DISTRICT****October 12, 2022 Regular Board Meeting @ 7:00 pm**

6925 E. Foppiano Lane, Stockton, CA 95212

Teleconference Meeting/ In Person Hybrid

In Accordance to Governor Newsome's Executive Order N-29-20 and AB36

If a member of the public is interested in attending by teleconference, contact fire administration (209) 931-3107

1. **Meeting Called to Order –7:00 pm**  
**Announcement of Meeting Recorded**  
**Roll Call/ Members Present:** Clay Titus Ryan Haggerty, Ralph Lucchetti, John Baker  
**Teleconference Present:**  
**Absent:** Ryan Gresham and Yolanda Palermo  
**Also Present are:** Chief Walder,
2. **Pledge of Allegiance:** Chief Walder
3. **Presentations:** Diede Construction: Blaine Vernon Project Manager - Status of Station 2 Apparatus Bay/Office
  - Plans will be resubmitted to San Joaquin County Building Department by the end of October, original submittal was done in May.
  - Secure Meeting with Plan Check after resubmittal of plans for review
  - Mitigate delays that may arise
  - Building was delivered in June and is laying in the dirt, will need to be cleaned prior to build.
  - Blaine believes once construction starts, Station will be completed in five to six months ( May 2023 ), currently there is no construction schedule.
  - November 2022 was the end date per the compliance Agreement, Chief has been in contact with Code Enforcement and does anticipate any problem with 180-day extension for permit.
  - Chief will continue to update Building Department on Station 2, he will also secure Demo Permit to remove temporary storage unit and move to cement area, until building is complete.
4. **IN THE MATTER OF PUBLIC DISCUSSION:** This time is provided to the public to address the Board of Directors on items not on the agenda. State law prohibits the Board of Directors from taking action on these items. Each person will be limited to no more than five minutes of discussion time and the total time allotted for discussion shall not exceed thirty minutes.
5. **Late Agenda Items; Government Code Section 54954.2(b) 2**
6. **Correspondence**
  - 6.1 SJCCD PA-2200202(SA) -Site Approve to modify a sign requirement in the C-FS zone. Increase the permitted height of a pole sign from 45 feet to 54 feet. Location corner of E. Waterloo rd and N. Piccolo Rd. (Subway)
  - 6.2 SJC Planning Commission – Notice of Special Public Hearing – Commercial Cannabis cultivation and distribution facility. Location south end of E. Navone Rd, south of E. Fairchild Ln.
7. **Approval of Minutes:**
  - 7.1 Board Meeting September 14, 2022  
 Motion to approve minutes from September 14, 2022, by John Baker  
 Second: Ryan Haggerty  
 Roll Call Vote: 4 approved – Haggerty, Lucchetti, Baker and Titus / 0 opposed / 1 Absent (Gresham)
8. **Financial Reports:**
  - 8.1 Unpaid Bills by Vendor and Requisition # 4  
 Motion to approve bills by Ryan Haggerty  
 Second: John Baker  
 Roll Call Vote: 4 approved –Haggerty, Baker, Lucchetti, Titus / 0 opposed / 1 Absent (Gresham)
  - 8.2 Monthly Summary Report – Reviewed
9. **Old Business:**
  - 9.1 Station 2 Update
    - Report from Blaine Vernon – Project Manager
    - Board Discussion on plans for the 5 acres behind Station 2.
    - Chief would like to hire a Construction Manager for Station 2 Project and will bring back cost to the Board,

Managing this project is beyond his scope of knowledge and believes this would be best for the district.

9.2 AB361 Public Agency Virtual Meetings- Approval / Action

Motion to continue AB361 by John Baker

Second: Ryan Haggerty

Roll Call Vote: 4 approved – Lucchetti, Haggerty, Baker, and Titus/ 0 opposed / 1 Absent (Gresham)

10. New Business:

10.1 Numbering Error – 10.1 not on Agenda

10.2 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Discussion:

- Salary and Benefits are covered for 3 years at 100%.
- This Grant is for 3 additional Firefighters.
- Hiring process is the same as what is currently being used.
- Must have 3 positions hired by March 15, 2023
- Measure N is funding 3-Firefighters (position #18,19 & 20), this will bring staffing level to 21 with each station having a 3-person Engine Company, per NFP standards
- PPEs are at the district expense.
- After 3 years, the goal would be to maintain staffing levels at 21.

Motion to accept SAFER Grant from FEMA by John Baker

Second: Ralph Lucchetti

Roll Call Vote: 4 approved –Lucchetti, Haggerty, Baker, and Titus / 0 opposed / 1 Absent (Gresham)

10.3 AFG Grant – Radio Regional Grant was submitted by Chief Noffsinger and our district will receive 12 portable radios, district cost is \$11,475, without the Grant this cost would have been \$117,000.

11. Reports:

11.1 Member Reports:

11.2 Chief Reports:

- 239 Calls, YTD 2088 / Homeless Related Calls for the month of September 69, YTD 440
- **Significant Incidents Event:** Tudor Rose Fire, Mutual Aid from STO, WOO, LPF, Tracy and MOK Sonny Barger's Funeral September 24<sup>th</sup>. We upstaffed prepared and there were no incidents.
- **Training:** Probationary Firefighters Sean Nasty and Reid Hawkins are three weeks into their 8-week academy.
- **Prevention / Public Education:** Fire K Run was a success, thanks to Captain Kesselman and Engineer Castanon. Truck or Treat is underway the date is Sunday the 23<sup>rd</sup>.
- **Apparatus:** Engine 15-1 with some electrical problems, OES had a starter problem, is being corrected by OES.
- **Administration:**  
Working on Prop 172 funding and ERAF at both the county and State Fire Chiefs Level. Attending a Cal Chiefs/Fire Districts Association Planning meeting next week. Chief will be the President of the county Fire Chiefs and in April will be the President of the Fire District Association of California.  
Administration met with Johanna Shick- SJCERA CEO regarding district retirement.

12. Closed Session: No Closed Session

12.1

13. Future Agenda Items/Meetings

Meeting Adjourned: 8:20 pm



10.1

1:42 PM  
11/07/22

# Waterloo Morada Rural County Fire Protection District

## Unpaid Bills by Vendor

### All Transactions

Type	Date	Num	Due Date	Open Balance
<b>Akerland Technology Solutions</b>				
Bill	11/7/2022		11/7/2022	415.00
Total Akerland Technology Solutions				415.00
<b>Alhambra</b>				
Bill	11/7/2022		11/17/2022	326.53
Total Alhambra				326.53
<b>AT&amp;T Regular</b>				
Bill	11/7/2022		11/7/2022	80.85
Total AT&T Regular				80.85
<b>Baker, John</b>				
Bill	11/7/2022		11/7/2022	150.00
Total Baker, John				150.00
<b>Battery Bill, Inc</b>				
Bill	11/7/2022		11/7/2022	223.07
Total Battery Bill, Inc				223.07
<b>California Choice</b>				
Bill	11/7/2022		11/7/2022	19,514.67
Total California Choice				19,514.67
<b>California Waste Recovery Systems</b>				
Bill	11/7/2022		11/7/2022	306.92
Total California Waste Recovery Systems				306.92
<b>California Waste Recovery*</b>				
Bill	11/7/2022		11/7/2022	287.17
Total California Waste Recovery*				287.17
<b>CCT Telecommunications, Inc.</b>				
Bill	11/7/2022		11/7/2022	537.59
Total CCT Telecommunications, Inc.				537.59
<b>DeHart Plumbing, Heating &amp; Air Inc.</b>				
Bill	11/7/2022		11/7/2022	99.00
Total DeHart Plumbing, Heating & Air Inc.				99.00
<b>DeLage Landen Financial Services, Inc.</b>				
Bill	11/7/2022		11/7/2022	107.10
Total DeLage Landen Financial Services, Inc.				107.10
<b>Firefighters of San Joaquin / Local 1243</b>				
Bill	11/7/2022		11/7/2022	1,200.16
Total Firefighters of San Joaquin / Local 1243				1,200.16
<b>Flyers</b>				
Bill	11/7/2022		11/7/2022	1,182.31
Total Flyers				1,182.31
<b>Gresham, Ryan</b>				
Bill	11/7/2022		11/7/2022	150.00
Total Gresham, Ryan				150.00
<b>Haggerty, Ryan</b>				
Bill	11/7/2022		11/7/2022	100.00
Total Haggerty, Ryan				100.00
<b>Hi-Tech Emergency Vehicle Service, Inc.</b>				
Bill	11/7/2022		11/7/2022	407.99
Total Hi-Tech Emergency Vehicle Service, Inc.				407.99
<b>Hunt &amp; Sons, Inc</b>				
Bill	11/7/2022		11/7/2022	5,629.99
Total Hunt & Sons, Inc				5,629.99

1:42 PM

11/07/22

## Waterloo Morada Rural County Fire Protection District

### Unpaid Bills by Vendor

All Transactions

Type	Date	Num	Due Date	Open Balance
Jergen's Inc. Bill	11/7/2022		11/7/2022	975.84
Total Jergen's Inc.				975.84
Joint Radio User Group Bill	11/7/2022		11/7/2022	6,661.70
Total Joint Radio User Group				6,661.70
L.N. Curtis & Sons Bill	11/7/2022		11/7/2022	1,618.61
Total L.N. Curtis & Sons				1,618.61
Lucchetti, Ralph Bill	11/7/2022		11/7/2022	150.00
Total Lucchetti, Ralph				150.00
Mission Linen Supply Bill	11/7/2022		11/7/2022	222.29
Total Mission Linen Supply				222.29
Nor-Cal Fire ,Inc Bill	11/7/2022		11/7/2022	131.59
Total Nor-Cal Fire ,Inc				131.59
O'Reillys Auto Parts Bill	11/7/2022		11/7/2022	723.96
Total O'Reillys Auto Parts				723.96
Pacific Gas & Electric Co. Bill	11/7/2022		11/7/2022	1,459.15
Total Pacific Gas & Electric Co.				1,459.15
Pacific Records Management Bill	11/7/2022		11/7/2022	45.00
Total Pacific Records Management				45.00
Titus, Clay Bill	11/7/2022		11/7/2022	100.00
Total Titus, Clay				100.00
U.S. Bank Corporate Payment System Bill	11/7/2022		11/7/2022	3,931.58
Total U.S. Bank Corporate Payment System				3,931.58
Wells Fargo Equipment Finance Bill	11/7/2022		11/7/2022	89,468.69
Total Wells Fargo Equipment Finance				89,468.69
WMFF Association Bill	11/7/2022		11/7/2022	580.00
Total WMFF Association				580.00
<b>TOTAL</b>				<b>136,786.76</b>

A/P Prior to Board Meeting  
 Waterloo Morada Rural County Fire Protection District

10.1

11/7/2022 2:43 PM

Register: Unrestricted-Undesignated:101 · F & M Checking-General

From 10/13/2022 through 11/07/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/17/2022	7707	AT&T - CALNET 3	2000 · *Accounts Paya...	9391062550	117.10	X		120,199.81
10/17/2022	7708	California Waste Rec...	2000 · *Accounts Paya...	01-4746 3	304.88	X		119,894.93
10/17/2022	7709	California Waste Rec...	2000 · *Accounts Paya...	01-0040982	285.26	X		119,609.67
10/17/2022	7710	Castanon, Stephen	2000 · *Accounts Paya...	Reimbursement...	183.08			119,426.59
10/17/2022	7711	Flyers	2000 · *Accounts Paya...	960154	696.36	X		118,730.23
10/17/2022	7712	Kingsley Bogard LLP	2000 · *Accounts Paya...	Invoice 27120	195.00	X		118,535.23
10/17/2022	7713	Pacific Gas & Electri...	2000 · *Accounts Paya...	8928861230-5	2,267.81	X		116,267.42
10/17/2022	7714	Pacific Records Man...	2000 · *Accounts Paya...	Invoice 1156290	45.00	X		116,222.42
10/17/2022	7715	Terminix International	2000 · *Accounts Paya...	566259 / 648357	111.00	X		116,111.42
10/17/2022	7716	Pathian Administrators	2000 · *Accounts Paya...	210121	237.66	X		115,873.76
10/27/2022	7717	Delta Dental Client S...	2000 · *Accounts Paya...	05-0384600014	2,721.89	X		113,151.87
10/31/2022			450 · Interest-Checking	Interest		X	1.25	113,153.12
10/31/2022	YP403		66900 · Reconciliation ...	Balance Adjust...		X	20.00	113,173.12

\$ 7165.04

0.00

0.00

117.10+

304.88+

285.26-

183.08-

696.36-

195.00+

2,267.81+

45.00+

111.00+

237.66-

2,721.89-

011

7,165.04\*

Waterloo Morada Fire District  
 6925 E. Foppiano Lane  
 Stockton, CA 95212  
 Fire Chief Eric Walder  
 ypalermo@wmfire.org  
 209 931-3107

PAYABLE	ADDRESS	FUND ACCT	AMOUNT	CHECK	DESCRIPTION
Waterloo Morada Fire Protection District	6925 E. Foppiano Lane Stockton, CA 95212	49701-6238000000	\$136,786.76		General Expenditures
<b>Total : 49701</b>					Unpaid Bills Detail Report
Waterloo Morada Fire Protection District	6925 E. Foppiano Lane Stockton, CA 95212	49701-6238000000	\$7,165.04		General Expenditures
<b>Total: 49701</b>					Bills Pd. Prior to Meeting
		<b>TOTAL</b>	<b>\$143,951.80</b>		

Approved: \_\_\_\_\_

Approved: \_\_\_\_\_

Waterloo Morada Fire District Monthly Summary Report 2022-23

Summary  
10.2

Budget Year Left 65% Todays Date 11/7/22

EXPENDITURES - General		General Budget Amt	Reserve / Restricted	Total Budget	Balance	% Bal Left of Total Budget
<b>PERSONNEL</b>						
<a href="#">510</a>	SALARIES - REGULAR/A13-15, A2Q	\$ 1,539,802		\$ 1,539,802	\$ 992,252	64%
<a href="#">512</a>	SALARIES - OVERTIME- FLSA-ATO	\$ 302,266		\$ 302,266	\$53,404	18%
<a href="#">515</a>	SALARIES - EXTRA HELP - PART TIME	\$ 47,019		\$ 47,019	\$31,492	67%
<a href="#">SJCO</a>	RETIREMENT - EMPLOYER SHARE	\$ 1,336,036		\$ 1,336,036	\$884,511	66%
530-534	INSURANCE - MEDICAL, DENTAL	\$ 275,769		\$ 275,769	\$275,769	100%
<a href="#">542</a>	SJCO PAYROLL OTHER EXPENSES	\$ 262,108		\$ 262,108	\$208,686	80%
<b>VEHICLE &amp; EQUIPMENT</b>						
<a href="#">542</a>	FUEL	\$ 60,749	\$ 4,251	\$ 65,000	\$ 36,139	56%
<a href="#">546</a>	FIREFIGHTING TOOLS/EXTRICATION	\$ 6,525		\$ 6,525	\$ 4,815.94	74%
<a href="#">547</a>	RADIOS	\$ 10,000		\$ 10,000	\$ 9,452	95%
<a href="#">549</a>	SCBA	\$ 8,300		\$ 8,300	\$ 6,681	80%
<a href="#">550</a>	HOSE & NOZZLES	\$ 3,300		\$ 3,300	\$ 1,363	41%
<a href="#">552</a>	EQUIPT MAINTENANCE	\$ 6,000		\$ 6,000	\$ 1,320	22%
<a href="#">553</a>	VEHICLE MAINTENANCE	\$ 45,000		\$ 45,000	\$ 24,078	54%
	Repair				\$ -	
	Maintenance				\$ -	
<a href="#">541</a>	APPARATUS REPLACEMENT PROG./PAYMENTS	\$ 151,049	\$ 108,106	\$ 259,155	\$ 53,883	21%
<a href="#">554</a>	EQUIPMENT CAPITOL OUTLAY				\$ -	
<a href="#">616</a>	CLOTHING - SAFETY	\$ 21,400		\$ 21,400	\$ 10,341	48%
<b>BUILDINGS &amp; GROUNDS</b>						
<a href="#">561</a>	BUILDING MAINTENANCE	\$ 18,900		\$ 18,900	\$13,984	74%
<a href="#">562</a>	REPAIR OFFICE/LIVING QUARTERS	\$ 2,500		\$ 2,500	\$2,500	100%
<a href="#">564</a>	OFFICE FURNITURE	\$ 2,500		\$ 2,500	\$2,020	81%
<a href="#">569</a>	BUILDING & GROUND CONTINGENCIES	\$ -			\$54,000	
<a href="#">570</a>	STATION / PROPERTY CAPITOL OUTLAY	\$ 190,000	\$ 75,000	\$ 265,000	\$ 136,930.33	52%
<b>SUPPLIES</b>						
<a href="#">601</a>	OFFICE EQUIPMENT	\$ 2,000		\$ 2,000	\$ 1,848	92%
<a href="#">602</a>	COMPUTER EQUIPMENT	\$ 14,632		\$ 14,632	\$ 14,632	100%
<a href="#">603</a>	ANNUAL SERVICE CONTRACTS	\$ 21,277		\$ 21,277	\$ 20,325	96%
<a href="#">606</a>	OFFICE SUPPLIES	\$ 5,200		\$ 5,200	\$ 3,789	73%
<a href="#">607</a>	POSTAGE	\$ 1,315		\$ 1,315	\$ 1,065	81%
<a href="#">608</a>	STATION SUPPLIES-CLEAN/MAINT	\$ 6,000		\$ 6,000	\$ 3,797	63%
<a href="#">618</a>	MEDICAL SUPPLIES/EQUIPMENT	\$ 31,400		\$ 31,400	\$ 9,570	30%
<a href="#">625</a>	UTILITIES - ELEC/ GAS/ WATER/GARBAGE/TEL-INT	\$ 46,145		\$ 46,145	\$ 29,998	65%
<a href="#">633</a>	FOOD / WATER	\$ 8,000		\$ 8,000	\$ 3,231	40%
<a href="#">635</a>	FIREFIGHTING FOAM	\$ 2,500		\$ 2,500	\$ 203	8%
<a href="#">636</a>	SUPPLIES - CONTINGENCIES	\$ 5,000		\$ 5,000	\$ 5,000	100%
<b>SERVICES</b>						
<a href="#">657</a>	DISPATCHING	\$ 80,000		\$ 80,000	\$ 46,803	59%
<a href="#">658</a>	COMPUTER SUPPORT	\$ 7,200		\$ 7,200	\$ 5,488	76%
<a href="#">665</a>	PHYSICAL EXAMS/EMT RECERT	\$ 5,200		\$ 5,200	\$ 4,717	91%
<a href="#">670</a>	FIRE PREVENTION/PUBLIC EDUCATION		\$ 4,800	\$ 4,800	\$ 4,732	99%
<a href="#">675</a>	EMPLOYEE TRAINING	\$ 6,197	\$ 13,703	\$ 19,900	\$ 19,072	96%
<a href="#">679-1</a>	MEMBERSHIP & CONFERENCES	\$ 16,710	\$ 2,000	\$ 18,710	\$ 17,907	96%
<a href="#">690</a>	SERVICE CONTINGENCY	\$ 8,000		\$ 8,000	\$ 8,000	100%
<a href="#">652-56</a>	OUTSIDE SERVICES	\$ 130,686		\$ 130,686	\$76,394	58%
<a href="#">676-80</a>	PROFESSIONAL SERVICES	\$ 31,000	\$ 21,100	\$ 52,100	\$ 47,105	90%

Waterloo Morada Fire District Monthly Summary Report 2022-23

Summary  
10.2

	Balance Sheet	Last Month	Current	Change
100	General Account- SJ County	\$ (601,779)	\$ (1,406,175)	\$ 804,396
101	Operating Funds - F&M Checking	\$ 120,193	\$ 120,338	\$ (145)
103	Operating Reserves / SJ County	\$ 17,949	\$ 24,194	\$ (6,245)
106	Operating Reserves/F&M Bank	\$ 1,250,805	\$ 1,240,262	\$ 10,543
	*Apparatus Replacement			
	*Capital Improvements/New Station Const.			
	Sum of 103 and 106		\$ 1,264,456	

Long Term Liability		Beg Bal	Liability Paid	Balance
11/7/2022	SJCERA Sick Leave Bank	\$ 230,000	\$ 110,000	\$ 120,000
	Station 2 Property	\$ 536,250	\$ 127,862	\$ 408,388
	2018 Type 1 ( Hi-Tech )	\$ 626,281	\$ 536,812	\$ 89,469
	2018 Type 3 ( BME)	\$ 377,170	\$ 272,599	\$ 104,571
	2020 Type 1 ( E-2)	\$ 694,818	\$ 246,747	\$ 448,071
Final Budget Status		Budget Amt	Balance	% Bal Left
11/7/2022	Current Status of Budget	\$ 4,717,685		
	Restricted Revenue of Budget	\$ 228,960		
	<b>Total Budget</b>	<b>\$ 4,946,645</b>	<b>\$3,127,299</b>	<b>63%</b>

Revenue Status		Budget Amt	Est. Restricted	Balance	% Bal
11/7/2022	Revenues Received	\$ 0			
	GRANT			\$ 40,252.00	
	Interest - F&M Operating Reserve & Gen.			\$ 209.46	
	Interest - SJ CO and General Acct			\$ 1,199.00	
	Property Tax Secured - SB813	\$ 1,360		\$ 383.51	
	Property Tax Current Secured	\$ 1,959,244		\$ (1,801.94)	
	Property Tax Current Unsecured	\$ 96,275		\$ 2,161.14	
	Property Tax Unsecured-Prior	\$ 2,448		\$ 3,885.06	
	SB813 Supplemental	\$ 101,426		\$ 6,875.47	
	SB813 Prior Supplemental	\$ 300		\$ 44.63	
	Special Assessment (1986 )	803,365.00		\$ 60.76	
	Special Assessment ( Measure N )	1,624,252.00		\$ 5,318.78	
	ST-Homeowners Property Tax	11,416.00		\$ -	
	Fees for Service ( Inspection-Permits)		\$ 30,000	\$ 25,128.88	
	Impact Mitigation		\$ 2,700	\$ 14,921.32	
	Outlawed Warrants/Miscellaneous			\$ 1,033.16	
	Fire Recovery		\$ 6,000	\$ 7,309.33	
	Rebates,Refunds / Fuel Tax Refund			\$ 2,511.55	
	Cost Reimbursement-Workers Comp			\$ 21,555.94	
	OES Reimbursement		\$ 350,000	\$ 12,259.93	
	Equipment Sale			\$ 18,000.00	
	Employee Union /Assn Dues Reimbursed	\$ 15,482			
	<b>Total Income</b>	<b>\$ 4,615,568</b>	<b>\$ 388,700</b>	<b>\$ 161,308</b>	<b>\$0.00</b>

**ADDENDUM TO COMPLIANCE AGREEMENT**

**Waterloo Morada Rural County Fire Protection District**

**4946 E. Eight Mile Road, Stockton, California**

This Addendum is by and between the County of San Joaquin, Community Development Department (hereinafter referred to as the "County"), and the Waterloo Morada Rural County Fire District as the owner of the Subject Parcel (hereinafter referred to as the "Owner"). Collectively, the County and the Owner are the "Parties."

Effective February 2, 2022, the Parties entered into the Compliance Agreement regarding the real property commonly known as 4946 E. Eight Mile Road, Stockton, California, APN 086-070-09 (the "Subject Parcel").

Pursuant to Section 3 of the Compliance Agreement, the Parties now hereby agree to this Addendum to modify Compliance Agreement as follows:

The Parties agree to modify Compliance Agreement Section 3. as shown below with items to be removed struck out and new items underlined:

c. TERM OF AGREEMENT: This Agreement shall begin on the Effective Date and remain in place and effect until the Owner has abated the cited violations on the Subject Parcel or ~~November 15, 2022~~ April 25, 2023, or to a date agreed to in writing by the Parties, whichever occurs first, or upon the transfer of ownership of the Subject Parcel to a non-Party.

The effective date of this Addendum is the date the last Party signs this Addendum.

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

For Waterloo Morada Rural County Fire District



November 4, 2022

Chief Walder  
 Waterloo Morado Fire District  
 6925 E. Foppiano Lane  
 Stockton, CA 95212

Re: Construction Management Service  
 Waterloo Morada Fire District

Dear Chief Walder:

Roebbelen Construction Management Services (Roebbelen) is excited to submit this fee proposal for Construction Management (CM) Services for the Waterloo Morada Fire District. Through our experiences in working directly with fire departments, we recognize the importance of each facility. Roebbelen is eager to add value to your team by providing CM services that maintain project schedule and protect your interests. To do this, we are proposing an experienced construction manager that is ready to start immediately.

Roebbelen has assigned Shawn Strohman as your construction manager. Shawn is experienced in the specific needs of fire departments. Shawn brings extensive knowledge in fire station construction and combines the professional services of a traditional CM (serving as the Owner's Agent) with planning and architecture practice leaders that focus on fire stations. We understand that the work on your project is already in motion. Therefore, we intend to come in as an extension of your team to build on the progress and processes already set in place.

We are a proven construction management team ready to work with you to determine the best path forward. Not only do we bring experience, but Roebbelen is also a certified Disabled Veteran Business Enterprise. Therefore, all construction related services will fall under a DVBE company.

Thank you for your consideration of our proposal. We welcome the opportunity to further discuss your project and how we can benefit your project as your construction management team.

Sincerely,  
  
 MARSHA PERRY TARAS  
 Vice President  
 (916) 939-1141 | marshap@roebbelen.com



# PROJECT TEAM

## General Introduction

Roebbelen is headquartered in El Dorado Hills, California. Roebbelen brings 63 years of local experience using an integrated construction management approach. We work diligently drawing on our experiences to raise the quality, speed and value of each project we undertake. We pride ourselves on being collaborative and maintaining high safety standards. Our team places the needs and safety of our client first. Roebbelen is committed to providing you with superior construction management services.

In addition to the construction phase services, we will support this project with estimating and constructability review to ensure that the projects meet your goals. We are a full-service construction firm with 385 team members and over 65% of our work in the Central Valley and Bay Area. We have a history of managing fire station projects and look forward to supporting your team and community.

## Brief Firm History

Roebbelen was founded by Hans Roebbelen in 1959 in Sacramento, California. Reorganized and incorporated in 1997, Roebbelen is an award-winning construction corporation dedicated to satisfying the needs and requirements of every client. Roebbelen primarily specializes in the construction of public works projects, corporate contracting, civic and justice facilities.

Roebbelen Construction Management Services, Inc

Corporate Headquarters  
1241 Hawks Flight Court  
El Dorado Hills, CA 95762  
P (916) 939-4000  
F (916) 939-4028

Primary Contact Person  
**Shawn Strohman**  
Phone: (916) 939-1120  
Office (Main Line): (916) 939-4000  
Email: shawns@roebbelen.com

Business/License  
License Holder: **Kenneth J. Wenham**  
License Classification: **A, B, C-8, C-13**  
License No.: **808764**  
Classifications: **A, B**  
Date Issued **May 31, 2002**  
Expiration Date: **May 31, 2023**  
Tax ID: **91-1787938**  
**DVBE Certification: 1012610**

## SACRAMENTO METROPOLITAN FIRE STATION NO. 66



## MARSHA PERRY TARAS

Vice President



**29 Industry Years**  
Team member since 2015

### EDUCATION

Master  
Public Administration  
University of San Francisco

Bachelor of Science  
Community Development  
University of California, Davis

### Affiliations

President, Southwest Regional,  
Association for Learning Environments  
(2015-2018)

Coalition for Adequate School Housing  
Community College Facility Coalition

OSHA 30-Hour

Construction Management Association  
of America (CMAA)

Ms. Perry Taras has worked to develop projects and deliver capital programs for more than 25 years. She specializes in assisting public works and education clients. Ms. Perry Taras leads the Construction Management market segment for Roebbelen and is responsible for providing exceptional projects and customer service. Marsha has experience managing design-bid-build, design-assist, design-build, and lease-leaseback delivery methods. Additionally, she has supported and managed bond programs throughout California and is experienced in all aspects of capital program delivery. She works closely with her teams and clients to help them meet their goals.

### PROJECT ROLE

As Vice President Marsha will work with you to provide necessary resources and oversee all projects. Her role is to ensure that you are happy with the project and our services

### PROJECT EXPERIENCE

#### Civic

- Sacramento Metro Fire Station 68
- El Dorado Hills Fire Training Center
- San Ramon City Hall
- San Ramon Community Center
- Alcosta Senior and Community Center
- San Quentin Prison Boiler Replacement Project
- CFDA Laboratory Replacement

#### Private Work

- Sequoias Portola Valley Retirement Community
- Hampton Village Condominium Improvements

#### California Department of Corrections and Rehabilitation Health Care Facility Improvement Program

- Richard J. Donovan Prison
- California Institute for Men
- California Institute for Women
- Central California Women's Facility

#### Higher Education Projects

- Las Positas College - Viticulture Building
- Las Positas College - Horticulture Building
- Allan Hancock College - Fine Arts Building
- College of Alameda - New Center for Liberal Arts
- College of Alameda - Auto / Diesel Technology Center
- College of the Desert - Indio Center
- Delta College - Math and Science Center
- Delta College - Student Service Center
- Mt. San Antonio College - Design Online Technology Center
- LA Mission College - Family and Consumer Arts Building

# SHAWN STROHMAN, CCM, ASSOC. DBIA

## Senior Construction Manager

20 Industry Years  
Team member since 2018

### EDUCATION

Bachelor of Science  
Construction Management  
Pennsylvania College of Technology

Minor in Business Administration  
Business Administration  
Pennsylvania College of Technology

Associate of Applied Science  
Architectural Technology  
Pennsylvania College of Technology

Certificate in Executive Management  
and Leadership  
University of Notre Dame

### LICENSES/CERTIFICATIONS

Certified Construction Manager, #3148  
Construction Management Association  
of America

Associate DBIA, Design Build Institute  
of America

ABET Program Evaluator

OSHA 30-Hour

CPR/First Aid/AED

Mr. Strohman has a very strong background in fire stations throughout his career, primarily with Sac Metro Fire District. He knows fire stations and enjoys the camaraderie of the fire service, working hard to improve the firefighters and the general public in the construction of new fire stations. He is very proficient in all aspects of construction management including planning, programming, RFPs/RFQs, pre-construction activities, constructability reviews, estimating, scheduling, contract negotiations, and day-to-day field management. Mr. Strohman received his CCM certification from the Construction Association of America. Mr. Strohman will be your point of contact throughout this Program. His experience in fire stations and the various trainings and certifications from both CMAA and the Design-Build Institute of America make him a great asset to the Waterloo Morada Fire Protection District Team.

### PROJECT ROLE

- Assists with all phases of the Pre-Construction, Construction, and Project Closeout Phases
- Leading all Field Construction Management operations
- Document Management
- QA/QC
- Responsible for RFIs, Submittals and Change Orders
- Schedule Review and Analysis

### PROJECT EXPERIENCE

#### Sacramento Metropolitan Fire Station #68 | Rancho Cordova, CA

Sacramento Metropolitan Fire District

\$7 million. 11,600 SF (Fire Station- 9,200 SF; Storage Building 2,400 SF), Design-Bid, Build, New Construction, Construction Manager

Senior Construction Manager. Coordinated pre-construction activities and permitting for this Project. Assisted in constructability reviews. Coordinated all bid advertising and bid-advertisements. Responsible for all facets of day-to-day field management and coordination between Metro Fire, Architect, and General Contractor. Led all project closeout activities. Assisted in Grand Opening celebrations. Continued assistance on warranty issues.

#### Sacramento Metropolitan Fire Station #29 | Orangevale, CA

Sacramento Metropolitan Fire District

\$4.6M, 13,000 SF, Design-Bid-Build

Construction Manager. Led weekly meetings, coordinated all work efforts between the Design Team and General Contracting Team, assisted in the post-occupancy, move-in, and warranty period of this project, as well as all pre-bidding, bidding, pre-construction, construction, and occupancy phases of this project.

#### Turlock North Valley Lab Replacement | Turlock, CA

State of California, Department of General Services (DGS)

\$83M Est., 40,500 SF, Design-Build, New Construction, Construction Manager

Senior Construction Manager. Assisted DGS with bridging document coordination and performed pre-construction cost and budget validation throughout all stages of bridging documents from programming through master planning as well as coordinated advertising and RFI process for RFP for design-build entities. Assisted in programming





Scan QR code  
 For a short video of the project



## **FIRE TRAINING CENTER**

### **EL DORADO HILLS FIRE DEPARTMENT**

1234 Cypress Point Court, El Dorado Hills, CA 95762

The full master plan build-out consists of over 20 acres of site development including grading, paving for roads and parking, retaining walls, water distribution system, waste water collection and disposal systems, drainage systems, erosion control measures, along with multiple buildings and structures, such as two burn buildings, confined space props and an off-road scenario course. The first phase of the two phased project includes two residential styled Burn Buildings (6,423sf and 3,631sf), a 1,600sf Outdoor Classroom, Drafting Pit and Water Detention Basin. Phase II will include a Logistics Building, Classroom Building, an additional Outdoor Classroom, Training Tower and Off-Road Course.

**Size:** Phase I - 11,6000 SF/11 acres  
 Phase II - 25,500 SF/10 acres

#### **Contract Information**

**Delivery Method:** Design-Bid-Build  
**Construction Type:** New construction  
**Construction Value:** \$25.5 million  
**Completion Date:** 2023 Phase I  
**Role & Responsibilities:** Construction Manager

#### **Relevance:**

- Preconstruction/Programming Services
- Construction Phase Services
- Project Close-out Services

#### **Owner**

**El Dorado Hills Fire Department**  
 1050 Wilson Boulevard  
 El Dorado Hills, CA 95762  
 Deputy Chief Dustin Hall  
 (916) 933-6623  
 dhall@edhfire.com

#### **Architect**

**RDC Architects**  
 18294 Sonoma Highway  
 Sonoma, CA 95476  
 Michael Ross  
 Principal  
 (707) 996-8448, ext. 116  
 mross@rdcarchitecture.com



## FIRE STATION 68

### SACRAMENTO METRO FIRE PROTECTION DISTRICT

4381 Anatolia Drive, Rancho Cordova, CA 95742

The new fire station 68 includes an 9,191 sq. ft. slab-on-grade single story, wood and masonry Fire Station building; parking; utilities, and related appurtenances. This Project also includes a 2,400 sf storage/truck wash building, along with an emergency generator and above-ground fuel convault.

#### Contract Information

Delivery Method: Design-Bid-Build  
 Construction Type: New Construction  
 Construction Value: \$7 million  
 Completion Date: Spring 2022  
 Role & Responsibilities: Construction Manager

#### Relevance

- Value Engineering
- Construction Phase Services
- Project Close-out Services

#### Owner

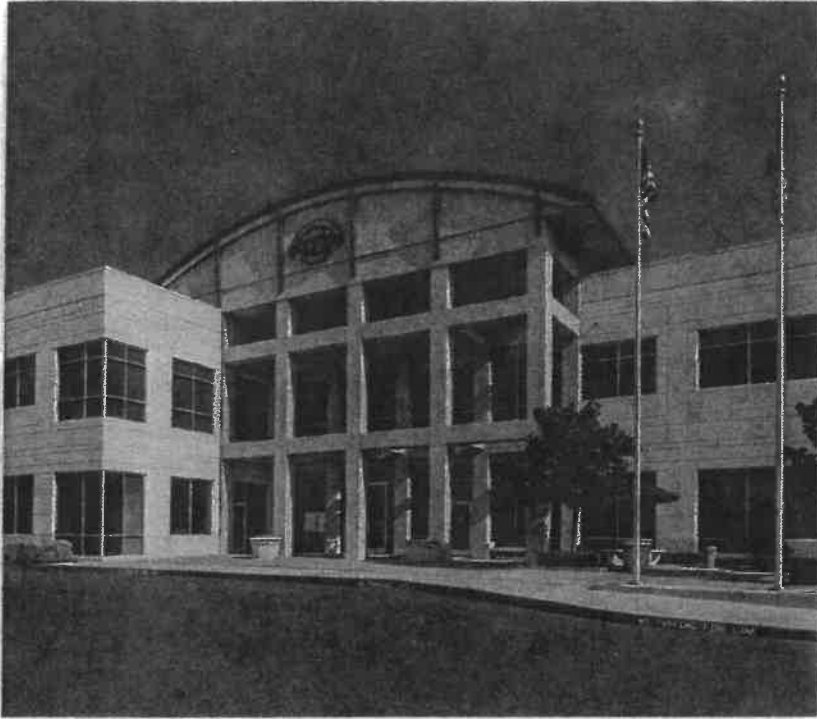
**Sacramento Metro Fire Protection District**  
 10545 Armstrong Avenue, Ste 200  
 Mather, CA 95655  
 Erin Castleberry  
 Project Manager  
 (916) 859-4160  
[castleberry.erin@metrofire.ca.gov](mailto:castleberry.erin@metrofire.ca.gov)

or

Jeff Frye, Chief Development Officer  
 (916) 859-4517  
[frye.jeff@metrofire.ca.gov](mailto:frye.jeff@metrofire.ca.gov)

#### Architect

**MFDB Architects**  
 111 Scripps Drive  
 Sacramento, CA 95825  
 Tyler Babcock, Principal  
 (916) 972-0131 x17  
[tbabcock@mfdb.com](mailto:tbabcock@mfdb.com)



## **CALIFORNIA ENERGY MANAGEMENT AGENCY - EXERCISE SIMULATION CENTER**

### **SACRAMENTO METROPOLITAN FIRE PROTECTION DISTRICT**

10545 Armstrong Avenue, Suite 200, Mather CA 95655

20,000 SF tenant improvement consisting of training rooms for emergency response sublimations. Spaces include observation and control room, private offices, conference rooms, server room and a fitness center. The facility also includes numerous flat screen monitors, an operable horizontal sound wall, raised flooring and extensive audio visual features.

#### **Contract Information**

Delivery Method: CM at Risk  
Construction Type: Tenant Improvement  
Construction Value: \$2.4 million  
Completion Date: August 2013  
Role & Responsibilities: Construction Manager

#### **Relevance**

- Value Engineering
- Construction Phase Services
- Project Close-out Services

#### **Owner**

**Sacramento Metropolitan Fire Protection District**

9780 Elder Creek  
Sacramento, CA 95829

Tom Perkins, Project Manager  
(916) 224-6263  
perkins.tom@metrofire.ca.gov

#### **Architect**

**MFDB Architects, Inc.**

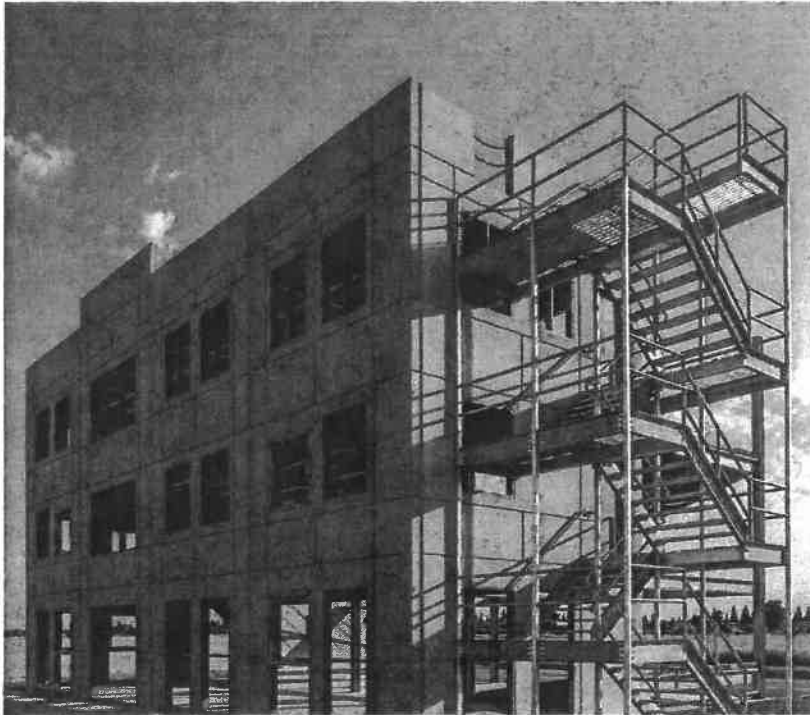
111 Scripps Drive  
Sacramento, CA 95825

Daniel Dameron, Principal  
(916) 972-0131  
ddameron@mfdb.com

#### **Design Consultant**

**Abercrombie Planning + Design**

Tommy Abercrombie, Owner  
(817) 920-9198



# SAC METRO PROPS TRAINING FACILITY

## SACRAMENTO METROPOLITAN FIRE PROTECTION DISTRICT

3801 Zinfandel Drive, Rancho Cordova, CA 95670

The project is a set of Props for the fire department to train for emergency situations such as confined space areas, a collapsed building, and several other interesting mock-ups.

Roebbelen was tasked with the challenge of moving a Boeing 727 five miles down busy streets to the project site where it is used as a training tool for their disaster training programs for SWAT, Search and Rescue, police, fire and other government agencies. We worked with County agencies on closing roads to move the Boeing 727 safely down the road.

### Contract Information

Delivery Method: CM at Risk  
Construction Type: New Construction  
Construction Value: \$2.7 million  
Completion Date: May 2014  
Role & Responsibilities: Construction Manager

### Relevance

- Value Engineering
- Construction Phase Services
- Project Close-out Services

### Owner

**Sacramento Metropolitan Fire Protection District**  
9780 Elder Creek  
Sacramento, CA 95829

Tom Perkins  
Project Manager  
(916) 224-6263  
perkins.tom@metrofire.ca.gov

### Architect

**MFDB Architects, Inc.**  
111 Scripps Drive  
Sacramento, CA 95825  
Daniel Dameron  
Master of Architecture  
(916) 972-0131  
ddameron@mfdb.com

### Design Consultant

**Abercrombie Planning + Design**  
Tommy Abercrombie, Owner  
(817) 920-9198



# FEE PROPOSAL

All work for the Waterloo Morada Fire District will be done on a time and materials, not-to-exceed basis. We will bill you monthly for the hours used to manage your project. Hours spent each month will vary, but are not expected to exceed 60 hours per month. Shawn Strohman will be charged at a rate of \$165 per hour. The team is projecting a six month project duration that is reflected in the total fee below.

Job Title	Name	Hourly Rate	Hours Per Month	Duration	Total Fee
Construction Manager	Shawn Strohman	\$165	60	6 Months	\$59,400



**BUSINESS LOAN APPLICATION**

**BORROWER #1**

<b>Borrower Name</b>	Waterloo Morada Rural County Fire Protection District			<b>Type of Business</b>	Fire Protection District		
<b>Mailing Address</b>	6925 E. Foppiano Lane	City	Stockton	State	CA	Zip	95212
<b>Physical Address</b>	6925 E. Foppiano Lane	City	Stockton	State	CA	Zip	95212
<b>Primary Contact Information</b>				<b>Phone</b>	<b>Cell</b>		
<b>Secondary Contact Information</b>				<b>Phone</b>	<b>Cell</b>		
<b>Tax ID #</b>	54-2196248	<b>Date Est</b>	1947	<b>Email</b>			
<b>Type of Entity</b>	Corporation						

**BORROWER #1 OWNERSHIP**

Name	Title	SSN	% of Ownership

**EXISTING BUSINESS LOCATIONS**

<b>Existing business</b>		the property it occupies.		<b>Years Remaining on Lease</b>	
<b>Monthly Lease Payment</b>				<b>Total Square Feet</b>	
<b>Taxes per Year</b>				<b>Maintenance \$ per Year</b>	
<b>Insurance per Year</b>					

**INSURANCE INFORMATION**

<b>Agent / Company</b>		<b>Phone</b>	
<b>Address</b>		<b>Fax</b>	

**LOAN REQUEST**

Purpose	\$ Amount
"Dry Period" revolving line of credit.	\$500,000.00
<b>Total Loan Request</b>	<b>\$ 500,000.00</b>

**COLLATERAL OFFERED**

Unsecured.

MISCELLANEOUS QUESTIONS	
Has the business, you or any other officer of your company ever been involved in bankruptcy or insolvency proceedings?	
Is the business an endorser, guarantor, or co-maker for obligations not listed in its financial statements?	
Are any assets pledged or mortgaged other than as stated on business and/or personal financial statements?	
Is the business a party to any claims or lawsuits, whether past or present?	
Does the business owe any taxes for years prior to the current year?	
Do any of the proposed guarantors have a trust (revocable or irrevocable)?	
<i>Please provide an explanation, if you have answered 'yes' to any of the above questions.</i>	
AUTHORIZATION TO RELEASE INFORMATION	
By signing below I/We certify that the information provided on and with this form or hereafter by us on our behalf, is true, correct, and complete and that I/We are authorized to execute this form on behalf of the Applicant/Guarantors. Applicant/Guarantor authorizes F&M Bank ("Bank") to obtain credit reports, and to release credit information to others (including, without limitation, companies affiliated with Bank) regarding Applicant/Guarantor, from time to time. Applicant/Guarantor also authorizes Bank to obtain copies of its tax returns and information from the IRS and taxing authorities, and agrees to execute whatever forms Bank requests to obtain such information.	
Verbal Approval for Applicants only (Guarantor authorization must be in writing.): This certification confirms _____ (employee) obtained verbal permission to pull credit prior to accessing credit information from _____ and _____ for the purpose of determining qualifications for a loan. _____ (employee initial)	
NOTICE: U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals or businesses) who open an account. What this means to you: when you open an account or add any additional service, we will ask you for your name, address, and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.	

**BUSINESS LOAN APPLICATION**

**REQUIRED SIGNER:** Corporations - The persons named in the corporate documents. Partnerships - all General partners. Sole Proprietors - the Owner (if married you may apply for a separate account). Limited Liability Company or Limited Liability Partnership - All Members or Manager(s). Trust - all Trustees. **PLEASE INCLUDE ALL GUARANTORS.**

Number of Signers

Name of Signer:	<u>Clay Titus</u>	Title: <u>President</u>	Signature: _____	Date: <u>8/10/2022</u>
Name of Signer:	<u>John Baker</u>	Title: <u>Secretary</u>	Signature: _____	Date: <u>8/10/2022</u>
Name of Signer:	<u>N/A</u>	Title: <u>N/A</u>	Signature: <u>N/A</u>	Date: <u>8/10/2022</u>

**GUARANTORS** Number of Guarantors

Guarantor:	<u>N/A</u>	Title: <u>N/A</u>	Signature: <u>N/A</u>	Date: <u>8/10/2022</u>
Guarantor:	<u>N/A</u>	Title: <u>N/A</u>	Signature: <u>N/A</u>	Date: <u>8/10/2022</u>
Guarantor:	<u>N/A</u>	Title: <u>N/A</u>	Signature: <u>N/A</u>	Date: <u>8/10/2022</u>

# GOVERNMENTAL CERTIFICATE

Principal <b>\$500,000.00</b>	Loan Date <b>10-28-2022</b>	Maturity <b>12-15-2023</b>	Loan No <b>04-197704-32</b>	Call / Coll <b>04</b>	Account <b>W009225</b>	Officer <b>707</b>	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

<b>Entity:</b> WATERLOO MORADA RURAL COUNTY FIRE PROTECTION 6925 EAST FOPPIANO LANE STOCKTON, CA 95212	<b>Lender:</b> Farmers & Merchants Bank of Central California a California banking corporation 121 West Pine Street P.O. Box 3000 Lodi, CA 95241 (800) 888-1498
--	--

**WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:**

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is WATERLOO MORADA RURAL COUNTY FIRE PROTECTION ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of California. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 6925 EAST FOPPIANO LANE, STOCKTON, CA 95212. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATES ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on **October 28, 2022**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIALS.** The following named persons is an Officials of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
CLAYTON A. TITUS	Board President	Y	X _____
JOHN D. BAKER	Secretary	Y	X _____

**ACTIONS AUTHORIZED.** Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from the Entity, at Lender's address shown above, written notice of revocation of such authority: **CLAYTON A. TITUS, Board President of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION; and JOHN D. BAKER, Secretary of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION.** Minimum advances of **\$1,000.00** shall be disbursed upon the request of the authorized individuals.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

**NOTICES TO LENDER.** The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

**CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES.** The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may

**GOVERNMENTAL CERTIFICATE  
(Continued)**

designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.**

**We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated October 28, 2022.**

**CERTIFIED TO AND ATTESTED BY:**

X \_\_\_\_\_  
**CLAYTON A. TITUS, Board President of WATERLOO  
MORADA RURAL COUNTY FIRE PROTECTION**

X \_\_\_\_\_  
**JOHN D. BAKER, Secretary of WATERLOO MORADA  
RURAL COUNTY FIRE PROTECTION**

**NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.**

# BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	10-28-2022	12-15-2023	04-197704-32	0%	W009225	707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** WATERLOO MORADA RURAL COUNTY FIRE PROTECTION  
6925 EAST FOPPIANO LANE  
STOCKTON, CA 95212

**Lender:** Farmers & Merchants Bank of Central California  
a California banking corporation  
121 West Pine Street  
P.O. Box 3000  
Lodi, CA 95241  
(800) 888-1498

THIS BUSINESS LOAN AGREEMENT dated October 28, 2022, is made and executed between WATERLOO MORADA RURAL COUNTY FIRE PROTECTION ("Borrower") and Farmers & Merchants Bank of Central California ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of October 28, 2022, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**LINE OF CREDIT.** The Indebtedness includes a revolving line of credit.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 6925 EAST FOPPIANO LANE, STOCKTON, CA 95212. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: 04-197704-32

Page 2

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Annual Statements.** As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Financial Covenants and Ratios.** Comply with the following covenants and ratios:

**Minimum Income and Cash flow Requirements.** Borrower shall comply with the following cash flow ratio requirements:

**Cash Flow / Current Maturity (LTD) Ratio.** Maintain a ratio of Cash Flow / Current Maturity (LTD) in excess of 1.250 to 1.000. The ratio "Cash Flow / Current Maturity (LTD)" means Borrower's Net Profits plus Depreciation, Depletion and Amortization divided by Borrower's Current Portion of Long Term Indebtedness. This coverage ratio will be evaluated as of year-end.

Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be made in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

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**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Compliance Certificates.** Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**Required Financial Items.** Borrower acknowledges the importance to Lender of the timely delivery of each of the items required by this section (each, a "Required Financial Item" and collectively, the "Required Financial Items"). In the event Borrower fails to deliver to Lender any of the Required Financial Items within the time frame specified herein (each such event, a "Reporting Failure"), in addition to constituting an Event of Default hereunder and without limiting Lender's other rights and remedies with respect to the occurrence of such an Event of Default, Borrower shall pay to Lender the sum of \$250.00 per occurrence for each Reporting Failure; provided, however, as it relates solely to the first two (2) Reporting Failures in any calendar year, such occurrence shall not be deemed an Event of Default unless Borrower fails to provide the Required Financial Items following thirty (30) days notice from Lender. It shall constitute a further Event of Default hereunder if any such payment is not received by Lender within thirty (30) days of the date on which such payment is due, and Lender shall be entitled to the exercise of all of its rights and remedies provided hereunder.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign,



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pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts receivable, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

**Loans, Acquisitions and Guaranties.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Right to Cure.** If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**ADDITIONAL EVENT OF DEFAULT.** The following shall constitute an Event of Default under this Agreement:

Should Borrower, any guarantor, or any grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of Lender or any other creditor or person that may materially affect any of Borrower's property or Borrower's, any guarantor's, or any grantor's ability to repay the loans or perform their respective obligations under this Agreement or any of the related documents.

**ARBITRATION.** Each party to this agreement, on behalf of themselves and each of their respective subsidiaries, affiliates, and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation

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contract and tort disputes against any party or any such party's shareholders, directors, officers, employees, agents, representatives, successors and assigns, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. All parties agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. Any such arbitration shall be conducted at a location determined by the arbitrator in San Joaquin County, California, and administered by the American Arbitration Association ("AAA") in accordance with the California Arbitration Act (Title 9, California Code of Civil Procedure Section 1280 et. seq.) and the then existing Commercial Rules of the AAA.

**WAIVER OF JURY TRIAL.** To the extent permitted by applicable law, each party to this agreement, on behalf of themselves and each of their respective subsidiaries, affiliates, and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, hereby irrevocably waives, to the fullest extent permitted by applicable law, any right such party may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement or any other loan document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory), whether by claim or counterclaim, and whether against any party or any such party's shareholders, directors, officers, employees, agents, representatives, successors and assigns. Each party hereto acknowledges that it and the other parties hereto have been induced to enter into this agreement and the other loan documents by, among other things, the mutual waivers and certifications in this section.

**COLLECTION COSTS.** Upon default, Lender will have the following rights in addition to any other rights provided in this Agreement or by law. Lender may require Borrower to pay, on demand, any of its internal costs or the costs of third parties which Lender reasonably determines were incurred because of the default. This includes internal costs such as the allocable cost of in-house counsel, staff appraisers, collection personnel, accounting personnel or other salaried employees, and the overtime or regular-time compensation of Lender's hourly employees, that is reasonably incurred as a result of my default. It further includes any fees or costs paid to third parties as a result of or on account of the default, including fees to appraisers, collection agencies, foreclosure services, title services and other reasonably incurred amounts. Amounts due under this paragraph shall be due on demand, or Lender may, at its option, add them to the balance of the Note, in which case they shall bear interest at the Note rate.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of San Joaquin County, State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered,

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when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means WATERLOO MORADA RURAL COUNTY FIRE PROTECTION and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means Farmers & Merchants Bank of Central California, its successors and assigns.

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**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means all of the obligations of Borrower in favor of Lender or to its order under all existing promissory notes and that certain promissory note dated OCTOBER 28, 2020 for the original or maximum principal amount of FIVE HUNDRED THOUSAND AND /100 DOLLARS (\$500,000.00) executed by Borrower and payable to Lender; and any renewals, extensions, modifications, amendments, or supplements thereto, together with further sums as Borrower or any successor in ownership hereafter may borrow from Lender when evidenced by another note or other instruments, reciting it is so secured, payable to Lender or to its order and made by Borrower or any successor-in-ownership, and all renewals, extensions, modifications, amendments, or supplements thereof.

**Permitted Liens.** The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED OCTOBER 28, 2022.**

**BORROWER:**

**WATERLOO MORADA RURAL COUNTY FIRE PROTECTION**

By: CLAYTON A. TITUS, Board President of  
WATERLOO MORADA RURAL COUNTY FIRE  
PROTECTION

By: JOHN D. BAKER, Secretary of WATERLOO  
MORADA RURAL COUNTY FIRE PROTECTION

**LENDER:**

**FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA**

By: KATHLEEN ALVES, Vice President

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / coll	Account	Officer	Initials
\$500,000.00	10-28-2022	12-15-2023	04-197704-32	04	W009275	707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** WATERLOO MORADA RURAL COUNTY FIRE PROTECTION  
6925 EAST FOPPIANO LANE  
STOCKTON, CA 95212

**Lender:** Farmers & Merchants Bank of Central California  
a California banking corporation  
121 West Pine Street  
P.O. Box 3000  
Lodi, CA 95241  
(800) 888-1498

**Principal Amount: \$500,000.00**

**Date of Note: October 28, 2022**

**PROMISE TO PAY.** WATERLOO MORADA RURAL COUNTY FIRE PROTECTION ("Borrower") promises to pay to Farmers & Merchants Bank of Central California ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Thousand & 00/100 Dollars (\$500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 15, 2023. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 15, 2022, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to the loan as described in the "HOW YOUR PAYMENTS ARE APPLIED" section. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an index which is the Lender's Base Rate (the "Index"). Lender's Base Rate is the "Prime Rate" as defined when first published in The Wall Street Journal, Western Edition as such "Prime Rate" changes from time to time. If for any reason The Wall Street Journal, Western Edition is no longer published or ceases or suspends publishing a "Prime Rate", the Base Rate shall then become the "Bank Prime Loan" rate as defined and published in the Federal Reserve Statistical Release H.15(519) as such "Bank Prime Loan" Rate changes from time to time. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 6.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.250%. NOTICE: Under no circumstances will the interest rate on this Note be less than 6.250% per annum or more than the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$100.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Farmers & Merchants Bank of Central California, a California banking corporation, 121 West Pine Street, P.O. Box 3000, Lodi, CA 95241.

**LATE CHARGE.** If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$100.00, whichever is less.

**INTEREST AFTER DEFAULT.** Upon default, the interest rate on this Note shall, if permitted under applicable law, immediately increase by adding an additional 4.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or

forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of San Joaquin County, State of California.

**COLLATERAL.** This loan is unsecured.

**LINE OF CREDIT.** This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **CLAYTON A. TITUS, Board President of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION; and JOHN D. BAKER, Secretary of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION.** Minimum advances of \$1,000.00 shall be disbursed upon the request of the authorized individuals. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

**LOAN AGREEMENT.** This Note is subject to a Business Loan Agreement dated of even date herewith.

**FINANCIAL REPORTING REQUIREMENTS OF BORROWER.** In addition to any other reporting requirements stated herein, Borrower agrees to provide tax returns and financial statements upon Lender's request.

**LEAP YEAR.** In the event of a leap year, the annual interest rate for this Note will be computed on a 366/360 day basis.

**PARTNERSHIP BORROWER.** If Borrower is a partnership, each of the general partners of Borrower will be jointly and severally liable with Borrower for Borrower's obligations under this Agreement and the Related documents, and Lender may enforce any monetary judgment obtained in an action related to any thereof directly against the assets of any one or more of Borrower's general partners without proceeding against the assets of Borrower or any of Borrower's other general partners.

**PREFERRED RATE REDUCTION.** The interest rate on this Note includes a preferred rate reduction. The interest rate is based on all loan payments being automatically debited from a checking account you have with Lender as those payments are due. If (1) your checking account is closed before the loan is paid in full, or (2) there is an insufficient balance in the checking account to cover the automatic debit on the due date of any payment, or (3) you revoke Lender's authority to debit the checking account, the interest rate will be subject to a one time increase of an additional one quarter of one percent (0.25%) for the remainder of the loan. On variable interest rate loans, the increase will be applied to the spread used in calculating the interest rate. Any minimum interest rate on your loan will also increase by this percentage. Lender, at its option, immediately or subsequently may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will payoff by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**ADDITIONAL DEFAULT.** The following shall constitute a Default under this Note:

Should Borrower, any guarantor, or any grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of Lender or any other creditor or person that may materially affect any of Borrower's property or Borrower's, any guarantor's, or any grantor's ability to repay the loans or perform their respective obligations under this Note or any of the related documents.

**COLLECTION COSTS.** Upon default, Lender will have the following rights in addition to any other rights provided in this Note or by law. Lender may require Borrower to pay, on demand, any of its internal costs or the costs of third parties which Lender reasonably determines were incurred because of the default. This includes internal costs such as the allocable cost of in-house counsel, staff appraisers, collection personnel, accounting personnel or other salaried employees, and the overtime or regular-time compensation of Lender's hourly employees, that is reasonably incurred as a result of my default. It further includes any fees or costs paid to third parties as a result of or on account of the default, including fees to appraisers, collection agencies, foreclosure services, title services and other reasonably incurred amounts. Amounts due under this paragraph shall be due on demand, or Lender may, at its option, add them to the balance of the Note, in which case they shall bear interest at the Note rate.

**HOW YOUR PAYMENTS ARE APPLIED.** Unless otherwise agreed or required by applicable law, payments will be applied first to any interest due; then to principal; then to all other charges (including but not limited to late charges, attorney fees, appraisal fees, collection costs, and any other costs or expenses) associated with enforcing this Note.

**PAYMENT UPON DEFAULT.** If in default at any time during the loan, the entire balance of the loan, principal and interest, or any portion thereof, may become due and payable upon demand by Lender, including any costs or expenses associated with enforcing this Note. The Lender

**PROMISSORY NOTE  
(Continued)**

Loan No: 04-197704-32

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reserves the right to apply payments in any order to the extent not prohibited by applicable law.

**ARBITRATION.** Each party to this agreement, on behalf of themselves and each of their respective subsidiaries, affiliates, and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes against any party or any such party's shareholders, directors, officers, employees, agents, representatives, successors and assigns, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. All parties agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. Any such arbitration shall be conducted at a location determined by the arbitrator in San Joaquin County, California, and administered by the American Arbitration Association ("AAA") in accordance with the California Arbitration Act (Title 9, California Code of Civil Procedure Section 1280 et. seq.) and the then existing Commercial Rules of the AAA.

**WAIVER OF JURY TRIAL.** To the extent permitted by applicable law, each party to this agreement, on behalf of themselves and each of their respective subsidiaries, affiliates, and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns, hereby irrevocably waives, to the fullest extent permitted by applicable law, any right such party may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement or any other loan document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory), whether by claim or counterclaim, and whether against any party or any such party's shareholders, directors, officers, employees, agents, representatives, successors and assigns. Each party hereto acknowledges that it and the other parties hereto have been induced to enter into this agreement and the other loan documents by, among other things, the mutual waivers and certifications in this section.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**WATERLOO MORADA RURAL COUNTY FIRE PROTECTION**

By: CLAYTON A. TITUS, Board President of  
WATERLOO MORADA RURAL COUNTY FIRE  
PROTECTION

By: JOHN D. BAKER, Secretary of WATERLOO  
MORADA RURAL COUNTY FIRE PROTECTION

# DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	10-28-2022	12-15-2023	04-197704-32	04	W009225	707	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** WATERLOO MORADA RURAL COUNTY FIRE PROTECTION  
6925 EAST FOPPIANO LANE  
STOCKTON, CA 95212

**Lender:** Farmers & Merchants Bank of Central California  
a California banking corporation  
121 West Pine Street  
P.O. Box 3000  
Lodi, CA 95241  
(800) 888-1498

**LOAN TYPE.** This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Government Entity for \$500,000.00 due on December 15, 2023.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: RLOC TO BE USED FOR "DRY PERIOD" CYCLES.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$500,000.00 as follows:

Undisbursed Funds:	\$498,805.00
Total Financed Prepaid Finance Charges:	\$1,195.00
\$500.00 Loan Fees	
\$695.00 Loan Processing Fee	

Note Principal:	\$500,000.00
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**AUTOMATIC PAYMENTS.** Borrower hereby authorizes Lender automatically to deduct from Borrower's Checking account, numbered 04-197704-01, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

**AUTOMATIC PAYMENT TRANSFERS.** If you are set up for automatic payments from a deposit account and your due date falls on a Saturday, Sunday, or holiday, the payment will be transferred from your deposit account on the prior business day. Due to variations in the last payment amount, the last payment will not be made via automatic transfer. Borrower will need to make the final payment, due at maturity, manually.

**SOCIAL SECURITY NUMBER OR TAXPAYER IDENTIFICATION NUMBER.** By signing below I hereby certify that the Social Security Number or Taxpayer Identification Number as provided by me is true and correct.

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED OCTOBER 28, 2022.

**BORROWER:**

WATERLOO MORADA RURAL COUNTY FIRE PROTECTION

By: CLAYTON A. TITUS, Board President of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION

By: JOHN D. BAKER, Secretary of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION



# CUSTOMER VERIFICATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	10-28-2022	12-15-2023	04-197704-32	04	WD09225	707	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** WATERLOO MORADA RURAL COUNTY FIRE PROTECTION  
6925 EAST FOPPIANO LANE  
STOCKTON, CA 95212

**Lender:** Farmers & Merchants Bank of Central California  
a California banking corporation  
121 West Pine Street  
P.O. Box 3000  
Lodi, CA 95241  
(800) 888-1498

This CUSTOMER VERIFICATION is attached to and by this reference is made a part of the Disbursement Request and Authorization, dated October 28, 2022, and executed in connection with a loan or other financial accommodations between FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA and WATERLOO MORADA RURAL COUNTY FIRE PROTECTION.

**New Account Identification.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

The below information is to be verified by an F&M Bank employee or verifying agent:

Borrower/Authorized Signer Full Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Identification Type: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Identification State of Issuance: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

Identification Expiration Date: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Borrower/Authorized Signer Full Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Identification Type: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Identification State of Issuance: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

Identification Expiration Date: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I certify that all of the above identifying information was personally verified by me through visual inspection of US government issued identification.

Verifying Representative Name: \_\_\_\_\_ Date: \_\_\_\_\_

Verifying Representative Signature: \_\_\_\_\_

**THIS CUSTOMER VERIFICATION IS EXECUTED ON OCTOBER 28, 2022.**

**BORROWER:**

**WATERLOO MORADA RURAL COUNTY FIRE PROTECTION**

By: \_\_\_\_\_  
**CLAYTON A. TITUS, Board President of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION**

By: \_\_\_\_\_  
**JOHN D. BAKER, Secretary of WATERLOO MORADA RURAL COUNTY FIRE PROTECTION**



# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane

Stockton, CA 95212

(209) 931-3107

12.1  
Board of Directors  
Clay Titu  
John Baki  
Ralph Luchet  
Ryan Haggert  
Ryan Gresham  
Fire Chief  
Eric Walde

November 3, 2022

Board of Supervisors  
County of San Joaquin  
44 North San Joaquin Street  
Stockton, CA 95202

RE: American Rescue Plan Act (ARPA) Funds  
New Command Vehicle and Dorm Room Remodel

Supervisor Winn:

The Waterloo-Morada Fire District is submitting a request of funds awarded to San Joaquin County through the American Rescue Plan Act. The district would like to thank the board of supervisor for considering a second round of ARPA funds distribution following the October meeting awards.

Our fire district is proposing a distribution of ARPA funds to replace our current command vehicle. The vehicle is used by our on-duty battalion chief. This unit is staffed 24/7 and responds to an excess of 600 calls in district per year providing command and control on larger incidents.

In the last two and half years, there has been an increase of call volume by 20% for the command vehicle. This increase was largely due to the response to Covid-19 related calls. When our primary fire engines are tied-up on incidents, the command vehicle responds to medical aids to provide medical attention to patients. Without the command vehicles response, we would have to wait for mutual aid units that could be 15 minutes away. We refer to these incidents as overlapping calls, and in 2021, 39% of the district's calls were overlapping.

In addition to the command vehicles use in the district, it is used regionally as well. The fire district is heavily involved in CAL OES deployments primarily related to wildland fires. This vehicle is used for these types of OES deployments as a Strike Team Leader (STEN) vehicle that is tasked with supervising five (5) alike resources, typically fire engines. Additionally, the fire district holds two of the three San Joaquin County Operational Area Coordinators (OAC) positions in the county. This position is responsible for coordinating mutual aid resources in San Joaquin County on large incidents as well as mutual aid resources leaving the county that could deploy statewide and anywhere in the west coast in general.

The fire district has an additional ARPA funds distribution request to recover cost accrued for a dormitory (dorm room) remodel at our Station 15-1. This station's dorm room was an open concept with no separation between beds. Though this concept was widely used in the fire service for decades it has been proven to be less favorable in today's fire station application.

*Our Community... Our Priority*



# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane

Stockton, CA 95212

(209) 931-3107

12/1  
Board of Directors

Clay Titus

John Baker

Ralph Luchetti

Ryan Haggerty

Ryan Gresham

Fire Chief

Eric Walder

In the height of the Covid-19 Pandemic the fire district was taking all measures possible to slow the spread of the virus in the fire station setting. However, we were missing the mark in sleeping arrangements. It was not practical for fire personnel to sleep with face coverings on. Our fire district's Capital Improvement Projects Committee started to work on a plan to remodel the open dorm room into 4 separate dorm rooms. Once the plan was developed it took a substantial amount of time to see this project through to fruition; the project was completed in July of 2022. In addition to the dorm room separation to slow the spread of the Covid-19 virus or any other communicable disease; this has also created privacy for all personnel while living in the fire station. Per the SLFRF-Final Rule on page 354 this project remains eligible for approval as it's cost to the District were incurred after March 3, 2021.

The fire district is requesting the amount of \$95,000 to purchase a new Ford F250 4x4 command vehicle and the amount of \$75,000 for the fire station dorm room remodel. **The total request for the Waterloo Morada Fire District is \$170,000.**

We thank you for your consideration of these requests. If you have questions or concerns, please do not hesitate to reach out to me at your earliest convenience.

Respectfully,

Eric G. Walder, EFO  
Fire Chief



# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane  
Stockton, CA 95212  
(209) 931-3107

*12.2*  
Board of Directors  
Clay Titus  
John Baker  
Ralph Luchetti  
Ryan Haggerty  
Ryan Gresham  
Fire Chief  
Eric Walder

## RESOLUTION NO. 22-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE **WATERLOO MORADA FIRE DISTRICT**, PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM EXECUTIVE ORDER N-15-21 DATE MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF **WATERLOO MORADA FIRE DISTRICT** FOR THE PERIOD MARCH 20, 2020, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS the **WATERLOO MORADA FIRE DISTRICT** is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of **WATERLOO MORADA FIRE DISTRICT**, legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions and requirements; and

WHEREAS, Government Code section 54953(e) requirements include but are limited to (1) the existence of a State or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic and as of the date of this Resolution, the proclaimed state of emergency remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (California Government Code Section 54920 et seq.) to allow local legislative bodies to hold public meetings via teleconference; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provisions of N-29-20 concerning the conduct of public meetings through September 30, 2021, and the Governor subsequently signed legislation revision Brown Act requirements for teleconferenced public meetings (Assembly Bill 361, referred to hereinafter as “AB361”); and

WHEREAS, to preserve public health and safety, the State Public Health Officer has issued various orders and guidance regarding COVID-19 prevention measures, which include references and statement of support for social distancing recommendations (see Guidance for Use of Face Coverings (updated July 28, 2021) and COVID-19 outbreaks; and

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# WATERLOO MORADA FIRE DISTRICT

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Stockton, CA 95212

(209) 931-3107

12.2  
Board of Directors  
Clay Titus  
John Baker  
Ralph Luchetti  
Ryan Haggerty  
Ryan Gresham  
Fire Chief  
Eric Walder

WHEREAS, based on the foregoing, the **Waterloo Morada Fire District** finds that (1) the Governor's Proclaimed State of Emergency as a result of the COVID-19 pandemic is currently in effect and has not been terminated and (2) State officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the **Waterloo Morada Fire District** has considered the circumstances of the state of emergency, including all information related to this matter, the associated staff report; and

WHEREAS, in light of the foregoing, the **Waterloo Morada Fire District** desires to continue to have the flexibility to meet via tele/video conference and the **Waterloo Morada Fire District** finds that it and its legislative bodies shall be permitted to conduct their meetings by teleconferencing without compliance with Government Code section 54953(b)(3) pursuant to section 54953 (e), and such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed by section 54953(e)(2).

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED by the **Waterloo Morada Fire District** as follows:

1. The facts set forth in the above recitals are true and correct and incorporated into this resolution by reference.
2. As a result of the continuing COVID-19 state of emergency declared by Governor Newsom, State officials continue to impose or recommend measures to promote social distancing based on the State Public Health Officer's guidance and recommendations supporting social distancing and the Department of Industrial Relations' issuance of COVID-19 Prevention regulations through Title 8 of the California Code of Regulations, section 3205 et seq. promoting social distancing in the workplace
3. Under the present circumstances, the **Waterloo Morada Fire District** is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with government Code section 54953 (e) and other applicable provisions of the Brown Act.
4. The Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 25, 2022, or (ii) such time the **Waterloo Morada Fire District** adopts a subsequent resolution in accordance with Government Code Section 54953 (e) ) (3) to extend the time during which its legislative bodies may continue to teleconference without compliance with Section 54953(b)(3).



# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane

Stockton, CA 95212

(209) 931-3107

*12 2*  
Board of Directors

Clay Titus

John Baker

Ralph Luchetti

Ryan Haggerty

Ryan Gresham

***Fire Chief***

Eric Walder

PASSED AND ADOPTED by the Board of Directors of **WATERLOO MORADA FIRE DISTRICT**,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Clayton Titus, Board President

Waterloo Morada Fire District

ATTEST:

By;

\_\_\_\_\_  
John Baker – Secretary

Waterloo Morada Fire District



# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane  
Stockton, CA 95212  
(209) 931-3107

*L.A. Item 12.3*  
Board of Directors  
Clay Titus  
John Baker  
Ralph Luchetti  
Ryan Haggerty  
Ryan Gresham  
Fire Chief  
Eric Walder

## RESOLUTION NO. 22-11 (SUBSEQUENT)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE **WATERLOO MORADA FIRE DISTRICT** PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER AND DATE OF MARCH 20, 2020, AND REAUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF **WATERLOO MORADA FIRE DISTRICT** FOR THE PERIOD DECEMBER 9, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the **Waterloo Morada Fire District** is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of **Waterloo Morada Fire District** legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. 54950-54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953 (e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953 (b) (3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state of local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 22-10 on November 9, 2022, finding that the requisite conditions exist for the legislative bodies of **Waterloo Morada Fire District** to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and



# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane  
Stockton, CA 95212  
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*L.A. item 123*  
Board of Directors  
Clay Titus  
John Baker  
Ralph Luchetti  
Ryan Haggerty  
Ryan Gresham  
Fire Chief  
Eric Walder

WHEREAS, as condition to extending the use of provisions found in section 54953 (e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, a State of Emergency remains active, and the State has taken decisive and meaningful actions to reduce the spread and mitigate the impacts, of COVID-19.

WHEREAS, the Board of Directors does hereby find that the Occupational Safety and Health Standards Board (OSHSB) voted to adopt COVID-19 Prevention Emergency Temporary Standards and establish various workplace safety requirements related to COVID-19 for employers, including requirements for face coverings and physical distancing or Conditions Causing Imminent Risk to Attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires affirm a local emergency exists and re-ratify the proclamation of state of emergency by the governor of the State of California and possibly ratify State of Local Orders for Social Distancing; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of **Waterloo Morada Fire District** shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the governing board is conducting virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF WATERLOO MORADA FIRE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and

Section 3. Re-ratification of Governor's Proclamation of State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of June 11, 2021.





# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane  
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*L.A. Item 12.3*  
Board of Directors  
Clay Titus  
John Baker  
Ralph Luchetti  
Ryan Haggerty  
Ryan Gresham  
Fire Chief  
Eric Walder

Section 4. Remote Teleconference Meetings. The Fire Chief and legislative bodies of **Waterloo Morada Fire District** are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of the Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953 (e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately

Upon its adoption and shall be effective until the earlier of **December 9, 2022**, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953 (e) (3) to extend the time during which the legislative bodies of Waterloo Morada Fire District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of **Waterloo Morada Fire District**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Clayton Titus, Board President  
Waterloo Morada Fire District

ATTEST:

By; \_\_\_\_\_  
John Baker – Secretary  
Waterloo Morada Fire District

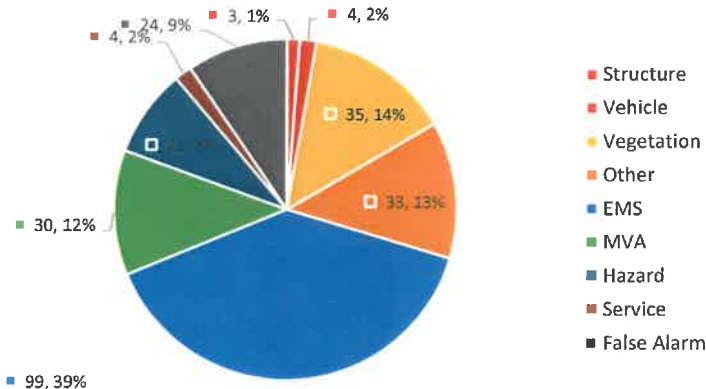


# WATERLOO MORADA FIRE DISTRICT MONTHLY ACTIVITY REPORT

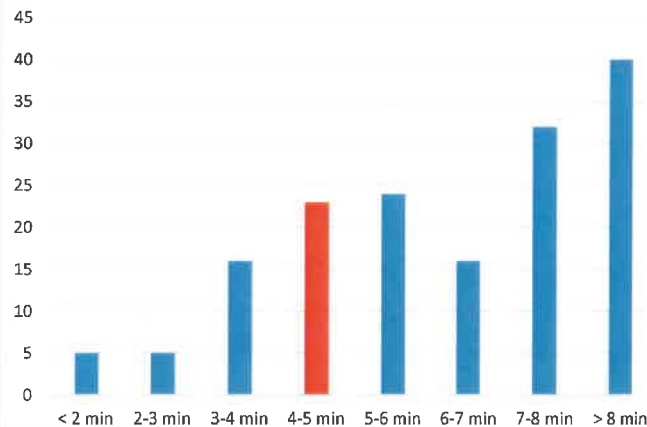
13.2  
October  
2022

## EMERGENCY OPERATIONS

Type of Calls



Response Times



**Incidents**      **Month**      **YTD**  
                                  **253**      2341

**Emergency Response - Lights and Siren Incidents**

Station	Incidents	Avg Resp Time	Total Inc
1	98	6:54	39%
2	62	5:50	25%

**Non-Emergency**      **This Month**      **YTD**  
 Amount of Responses      32      402

**Response by Unit**

4122	E15-1	E15-2	E15-3	BR15-1	WT15-1	BC15	CH15-1	Total
9	139	131	5	0	1	45	1	331

**Stacked Calls**      **This Month**      **YTD**  
 Incidents           339  
 Percentage      0%      14%

**Prevention**      **Month**      **YTD**  
 Business Inspections      27      87  
 Fire Permits Issued      39      169  
 Public Education      5      11

Children      700      870  
 Adults      400      471

**Dollar Loss**      **Monthly**      **YTD**  
 Property      \$ 225,100      \$ 1,483,875  
 Contents      \$ 10,000      \$ 395,950

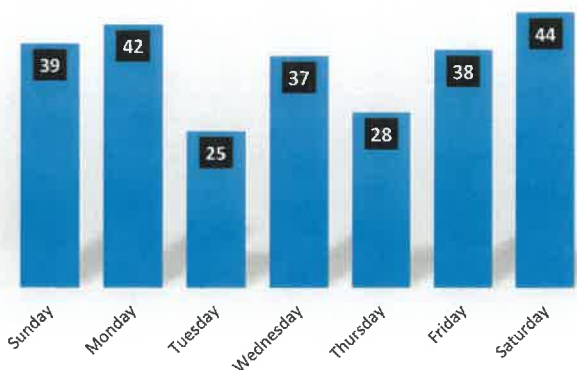
**Training**  
 Month      989  
 YTD      2822

**Response by Shift**  
 A      79  
 B      78  
 C      94

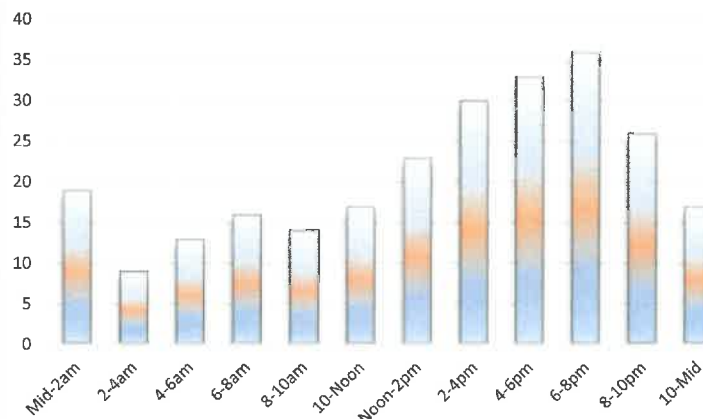
**Aid Given/Received**      **This Month**      **YTD**  
 Given           275  
 Received           159

**Homeless Related**  
 Month      57  
 YTD      497  
 21%

Incidents by Day of Week



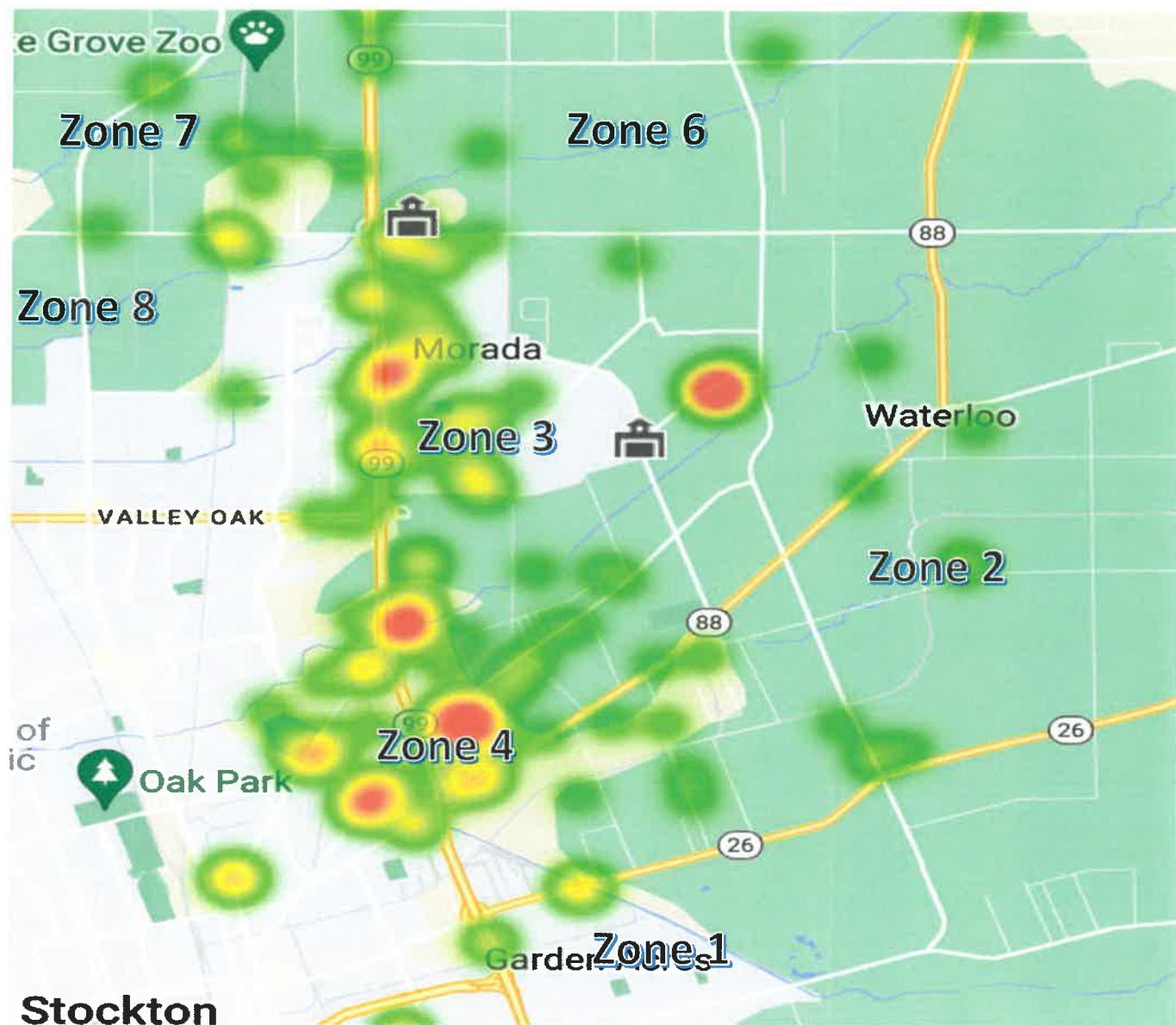
Incidents by Time of Day





# WATERLOO MORADA FIRE DISTRICT MONTHLY ACTIVITY REPORT

13.2  
October  
2022



## Incident Density Map

Zone 1	12
Zone 2	12
Zone 3	57
Zone 4	45
Zone 6	26
Zone 7	14
Zone 8	0