#### SELMA CEMETERY DISTRICT

2430 Floral Ave. /P.O. Box 1383 Selma, CA 93662 \*(559)896-2412\*Fax (559)896-3349\*Email: selmacem1@yahoo.com

Regular Meeting of the BOARD OF TRUSTEES Thursday February 27, 2020 4:30p.m.

#### **AGENDA**

1. Call to Order:

**2. Roll Call:** Chair: Robert Allen

Vice-Chair: Una Tristan Trustee: Ron Baker

Trustee: Alan Langstraat Trustee: Alfonso Caro

Staff Present: General Manager: Sandi Miller

Date of Next Board Meeting: The next meeting will be Thursday March 26, 2020 at 4:30pm.

**Public Comment**: Members of the general public may address the Board of Trustees on any item on the agenda.

Please be advised, the Brown Act prohibits action on items that are not listed on the agenda, or properly added to the agenda under the provisions of the Brown Act. The Board may set such items for consideration at some future Board meeting. *Members of the general public may address the Board. Please observe a time limit of five (5) minutes pursuant to Government Code Section 54954.3(b)* 

### **CONSENT AGENDA**:

All items on the consent agenda are to be routine and non-controversial. However, if discussion is required, the item will be removed from the consent agenda and will be discussed after the consent agenda is approved.

- **1.** Minutes: of the Thursday January 23,2020 Regular Meeting of the Board of Trustees
- **2.** Disbursements: 1/01/2020 through 1/31/2020

### **NEW BUSINESS: Discussion/Action:**

**1. Farm Contract:** It's that time of year again. I have attached the contract for the lease of the vines. The only changes I made were changing of the effective dates.

- **2. Camera's/ Glass Sensors:** On Sunday January 26 the alarm at the office went off. I instructed Sebastian to send Selma PD. I then called Henry to meet me at the Office. The back window of the office had been broken into. I have attached the estimate to place another camera at the back of the office and glass break censors.
- **3. GSRMA Board of Directors:** I have attached the form to vote for a new board member for our insurance carrier.

4. Manager's report: Sandi Miller-General Manager: Report attached

5. Trustees' reports: Trustee: Robert Allen

Trustee: **Alfonso Caro** Trustee: **Ron Baker** 

Trustee: **Alan Langstraat**Trustee: **Una Tristan** 

6. Adjournment:

**INFORMATION REGARDING AGENDA ITEMS:** Copies of the staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the office of the District Secretary and are available for public information. Any person who has a question concerning any of the agenda items may call the District Secretary at 559-896-2412 **ADA:** A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the District to provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, facsimile, or written correspondence to Sandi Miller at the District office, at least 48 hours before any public meeting of the District.

#### FARM LEASE

(SELMA CEMETERY DISTRICT – GLENN S. MARTIN)

THIS FARM LEASE ("**Lease**") is made and entered into January\_1\_\_, 2020 to be effective as of the Effective Date, herein defined, by and between SELMA CEMETERY DISTRICT, INC. a California corporation ("**Lessor**") and GLENN S. MARTIN ("**Lessee**").

### RECITALS:

- A. The Lessor desires to lease to Lessee the Leased Premises, for agricultural purposes as more particularly herein provided.
- B. Lessee understands and agrees that during the Term of this Lease, Lessor plans to develop all or a part of the Leased Premises into a cemetery (the "**Development Activities**"). \*\* This item will not happen unless the County Board of Supervisors changes their minds.
- C. The Development Activities may require Lessor, or their employees, agents and invitees to enter upon the Leased Premises for purposes necessary and appropriate for development of the Leased Premises.
- D. As a result of the Development Activities, in certain circumstances described in this Lease, Lessor may re-take possession of all or a part of the Leased Premises, under the terms and conditions more specifically described herein.
- E. Lessor desires to lease the Leased Premises to Lessee and Lessee desires to lease the Leased Premises from Lessor pursuant to the terms and subject to the conditions contained in this Lease.

### $\underline{\mathbf{A}} \underline{\mathbf{G}} \underline{\mathbf{R}} \underline{\mathbf{E}} \underline{\mathbf{E}} \underline{\mathbf{M}} \underline{\mathbf{E}} \underline{\mathbf{N}} \underline{\mathbf{T}}$ :

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Lease of Leased Premises</u>. Lessor hereby leases to Lessee and Lessee leases from Lessor the Leased Premises pursuant to the terms and subject to the conditions set forth herein. Lessor makes no warranty or representation as to the specific number of gross or farmable acres within the Leased Premises.
- 2. <u>Term.</u> Unless terminated earlier as provided in this Lease, the term of this Lease shall be commence on the Effective Date and shall end on December 31, 2020 (the "**Term**").

- 3. <u>Rent and Crop Proceeds</u>. During the Term of this Lease, Lessee shall pay Lessor 20% of the crop proceeds per year (the "**Rent**").
- 4. <u>Taxes and Assessments</u>. Lessor shall pay all real property taxes, personal property taxes and water taxes and assessments.
- 5. <u>Utilities</u>. Lessee shall pay for all water and/or power, Selma Cemetery District will pay the standby or demand charges (Glenn Martin will provide a monthly statement for the standby charges), and for all other utilities supplied to the Leased Premises. Utilities shall be places in Lessee's name and remain that way during the term of the lease.
- 6. Repairs and Maintenance. During the Term and except as herein provided, Lessee shall be responsible generally to perform at its own expense any repairs and maintenance on the Leased Premises necessary and appropriate to keep the Leased Premises in a good and farmer-like manner. Such repairs and maintenance shall include but not limited to those necessary and appropriate to maintain and keep in good condition and repair (except as hereinafter provided) pipelines and irrigation and delivery systems, ditches, fences, roads and rights-of-way on the Leased Premises.
- 7. <u>Water</u>. The property has a new well and pump, Lessee shall keep it well maintained and in good working order at all times. Any major repairs that may need to be done will be the responsibility of the Lessor. Repairs will be cleared with Lessor's General Manager and/or the Board of Directors.
- 8. <u>Cultural Costs.</u> During the Term, Lessee and not Lessor shall be responsible for the payment of all cultural costs including but not limited to pruning, harvest, water, labor, insurance including workers' compensation insurance, utilities, fertilizer, chemicals, weed control and the like.
- 9. <u>Right of Entry.</u> During the Term, Lessee shall provide Lessor, and Lessor's employees, agents and assigns full and unencumbered access to enter the Leased Premises and use any road(s) on the Leased Premises for the purposes of inspection of and compliance with the terms of this Lease, including the exercise of all rights of Lessor under this Lease and the posting notices and all other lawful purposes.
- 10. <u>Good Husbandry</u>. Lessee agrees to farm the Leased Premises in a good farmer-like manner in accordance with the best farming practice in the vicinity. Further, Lessee agrees to take all steps necessary to maintain vineyard on the Leased Premises in the best possible condition, and upon termination of this Lease, to surrender the vineyard in good condition.
- 11. <u>No Warranty by Lessor; Condition of Leased Premises</u>. Lessee accepts the Leased Premises and improvements located thereon, including, but not limited to the vineyard, any water delivery systems and equipment, and roads, "**AS-IS**" and with all faults.

- (a) <u>Waiver; No Warranties</u>. Lessee waives any claims for patent or latent conditions affecting the Leased Premises that were not revealed in Lessee's investigation of the Leased Premises, whether known or discoverable or hereafter discovered. Except as otherwise provided in this Agreement, Lessee acknowledges and agrees that Lessor and its employees, agents, attorneys, and representatives have made no warranties, representations, guaranties, promises, statements, including any implied warranty of merchantability or fitness for any use or purpose, with respect to or concerning the Leased Premises or any part thereof, including: (1) the physical condition and size of the Leased Premises; (2) any latent or patent defects; (3) subsurface soil conditions and the existence of hazardous materials on or adjacent to the Leased Premises; (4) any governmental limitations, restrictions, permits, licenses, land use controls, subdivision map act or other laws, rules or regulations or any governmental agency; and (5) the income, expenses, value, profitability or operation of the Leased Premises. "Applicable Laws" are defined in paragraph 21 of this Lease. "Applicable Requirements" are listed in subparagraph 11(b) of this Lease.
- (b) Lessee Investigation. Lessee is entering into this Agreement and on Lessee's independent knowledge and investigation of the Leased Premises. Lessee represents and warrants that it has examined and inspected all things concerning the Leased Premises it deems material to the transaction contemplated by this Agreement, including but not limited to: (1) the condition of the Leased Premises for Lessee's intended use as herein provided; (2) the availability, quality or quantity of water for use in growing crops on the Leased Premises; (3) the condition of the soils or of any improvements on the Leased Premises including but not limited to pipeline and water delivery systems, ditches, fences and roads.; (4) the presence of hazardous materials within, under or on, or in the vicinity of the Leased Premises; (5) topography and geology of the drainage, and groundwater of the Leased Premises; (6) climate air; (7) compliance of the Leased Premises and its use with applicable law and governmental or quasi-governmental regulations of any type (including hazardous materials laws); and (8) suitability of the Leased Premises for its intended use by Lessee, feasibility of use and zoning. Lessee's examination has included evaluations, inspections, investigations, studies and tests, as Lessee deemed necessary.
- Systems. Lessee agrees, on the last day of the Term, or on earlier termination of this Lease, to surrender the Leased Premises and the appurtenances to Lessor in the same condition as when received, reasonable use, wear and tear, acts of God, or the elements accepted. Lessee agrees to promptly reimburse Lessor for the cost of any necessary clearing or cleaning of the Leased Premises that, due to Lessee's activities on the Leased Premises, is necessary following termination of this Lease, including the cost of removing any structures, improvements, equipment or trash left by Lessee.

## 13. <u>Chemical and Other Substances.</u>

(a) <u>Definition</u>. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Leased Premises, is

either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Leased Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, fertilizer, herbicide, pesticide, poison, petroleum, gasoline, diesel, crude oil or any products, by-products, or fractions thereof. Lessee shall not engage in any activity in or about the Leased Premises which constitute a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Lessor and compliance in a timely manner (at Lessee's sole cost and expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Leased Premises of a Hazardous Substance with respect to which any Applicable Laws require that a notice be given to persons entering or occupying the Leased Premises or neighboring properties. Notwithstanding the foregoing, Lessee may, without Lessor's prior consent, but in compliance with all Applicable Requirements and with subparagraph 11(b), use any ordinary and customary materials reasonably required to be used by Lessee in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Leased Premises, or neighboring properties to any meaningful risk of contamination or damage or expose Lessor to any liability therefor.

Lessee's Warranty and Agreement. Lessee represents, warrants and agrees that during the Term of this Lease, no fertilizer, herbicide, pesticide, poison, chemical, or other foreign substance, except those approved by the United States Department of Agriculture and by the California Department of Agriculture, shall be applied by the Lessee or an employee, agent or person acting on Lessee's behalf, to the Leased Premises or crops growing thereon or brought onto or stored on the Leased Premises. The use of such substance by the Lessee shall be in strict conformity with the manufacturer's instructions and all governmental restrictions respecting the manner and timing of application thereof. No experimental fertilizer, chemical, pesticide or herbicide shall be applied to the Leased Premises or to the crops growing thereon except with the Lessor's prior written consent. Lessee shall maintain records in accordance with sound business practices and all pertinent governmental regulations respecting the time, place, quality, quantity, kind, and method of application of all such substances as may be utilized by the Lessee, and shall furnish to the Lessor, upon request, true and correct copies thereof. All such pesticides, fertilizers, herbicides or other toxic or hazardous materials and containers in which they are shipped, stored, used, mixed, transported or applied, shall be used, stored, handled and disposed of in strict compliance with all applicable statutes and governmental regulations. Lessor shall have the right to inspect the Leased Premises from time to time to insure Lessee's compliance with this paragraph. Lessee acknowledges its responsibility under California Health and Safety Code Section 25359.7(b) to give Lessor written notice whenever it knows or has reasonable cause to believe that any hazardous substance has come to be located on or beneath the Leased Premises.

(c) <u>Indemnification by Lessee</u>. Lessee shall indemnify, reimburse, defend and hold Lessor, its employees and agents, harmless from any and all claims, judgments,

damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of rentable or usable portions of the Leased Premises or of any amenity of the Leased Premises, damages arising from any adverse impact on marketing the Leased Premises, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees which arise during or after the Term as a result of a violation of this Paragraph, or of any contamination to the Leased Premises during the Term that was not caused by Lessor. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any Federal, state or local governmental agency or political subdivision because of hazardous substances present in the soil or ground water on or under the Leased Premises, or because of contamination resulting from a violation of the representations, warranties and agreements contained in subparagraph (a) of this Paragraph. Without limiting the foregoing, if the presence of any hazardous substances on the Leased Premises caused or permitted by Lessee, its employees, agents or invitees results in any contamination of the Leased Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such Hazardous Substance to the Leased Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

- 14. <u>Development Activities and Environmental Contamination</u>. Lessee recognizes that the Leased Premises are intended to be developed as a cemetery and not for future agricultural use. Accordingly, Lessee agrees that the agreements, representations and warranties and indemnity contained in subparagraphs (b) and (c) of this Paragraph are in contemplation of the Development Activities, and Lessee waives any defense or defenses that such Development Activities were not foreseeable in regard to any environmental contamination of the Leased Premises, if any, caused by Lessee, its employees, agents, representatives and invitees.
- Ownership and Removal At End of Term of Improvements and Lessee's 15. Personalty. All buildings, structures, installations and other facilities placed on the Leased Premises by the Lessee shall be and remain the property of Lessee so long as the Lease is in effect, but shall become the property of Lessor if Lessee fails to remove such improvements within thirty (30) days after the termination of the Lease. Any and all farm equipment, vehicles or other personal property of Lessee (herein collectively "Lessee's Personalty") provided and placed upon the Leased Premises by Lessee, may be removed by Lessee within thirty (30) days after termination of the Lease. If not removed within that period, Lessee's Personalty shall become the property of Lessor without any cost to Lessor. If after termination of this Lease the weather or other acts of God prevent such timely removal of Lessee's buildings, structures, installations or other facilities on the Leased Premises, or of Lessee's Personalty, then Lessee shall have a reasonable time to accomplish such removal, but in no event in excess of ninety (90) days, and provided further that such removal shall not unreasonably interfere with the Development Activities. Lessee agrees to pay Lessor for any damage to the Leased Premises caused by Lessee's removal at the end of the Term of Lessee's buildings, structures, installations or other facilities, or of Lessee's Personalty.

- 16. <u>Liens</u>. Lessee agrees that during the Term he shall not permit any mechanics, or other liens, to be filed against the Leased Premises or Residence Property. Lessor may post and keep posted on the Leased Premises notices of non-responsibility. Notwithstanding the foregoing, so long as Lessee is not in default under this Lease, Lessee may grant to Lessee's lenders the right to place liens on Lessee's interest in crops growing or to be grown on the Leased Premises during the Term, provided that all of such liens are secured by loans: (a) the proceeds of which are used to produce crops on the Leased Premises, (b) are subordinate to Lessor's ownership interest in the Leased Premises and (c) whose liens will be fully released by their own terms prior to termination of this Lease.
- 17. <u>Use of Leased Premises</u>. The Leased Premises are leased to Lessee for the planting, growing and harvesting of vineyard and uses necessarily and properly related thereto, except that Lessee shall not conduct packing house activities on the Leased Premises. Lessee shall not use or permit to be used any part of the Leased Premises for any purpose other than the purposes for which the Leased Premises is leased hereunder. Should Lessee utilize the Leased Premises for any other purposes, or default on their obligation to utilize good husbandry as required in this Lease, it shall be in default hereunder and Lessor shall have the rights contained in Paragraph 28 hereof, as well as any other rights provided by law.
- 18. <u>Lessor Not Responsible For Certain Acts</u>. In no event shall Lessor be obligated to repair, restore or replace any equipment or improvements to the Leased Premises that during the Term are damaged or destroyed by fire, acts of God, the elements or otherwise. No such damage or destruction, whether in whole or in part, shall excuse Lessee from its obligations hereunder.
- 19. <u>Waste and Nuisance</u>. Lessee agrees that Lessee, its employees, agents or invitees shall not commit or permit others to commit, waste or nuisance on the Leased Premises, and Lessee shall take all steps necessary to protect the Leased Premises against any and all types of waste or nuisance.
- 20. <u>Alterations or Improvements</u>. Other than those reasonably necessary to carry out the purposes of this Lease, Lessee shall not make, or permit to be made, alterations or improvements of any kind to the Leased Premises without first obtaining Lessor's written consent, which consent may be withheld by Lessor in its sole discretion. Ownership of and the right to remove additions or improvements to the Leased Premises shall be governed by Paragraph 15 above.
- 21. <u>Compliance With Law.</u> Lessee shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting Lessee's use of the Leased Premises and the farming thereof, and shall faithfully observe in its use, maintenance or occupancy of the Leased Premises all laws, rules, and regulations of these authorities, and all other applicable laws, statutes, ordinances and regulations, whether federal, state or local, regarding the use, storage, application, handling, transportation, mixing, preparation, treatment or disposal of all insecticides, pesticides, herbicides, toxic, hazardous or dangerous materials or containers, buildings, tanks or equipment in which they are shipped, mixed, handled, transported, applied or stored on or about the Leased Premises. Lessee shall also fully comply with all

applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer/employee related subjects including without limitation, the Immigration Reform and Control Act of 1986 and any amendments thereto. Except as specifically herein provided, if during the Term a change in law, regulation, or rule by any competent authority requires correction or alleviation of naturally occurring conditions, including but not limited to, weed and pest infestations, chemical or mineral concentrations or contaminations and disease conditions that exist wholly or in part at the start of this Lease, or any alteration of or addition to an artificial surface or structure, including but not limited to, buildings, fences, roads, dikes, canals, wells, sumps, drains and ditches, this Lease shall continue to be full force and effect, and the Lessor shall have no liability for the correction or alleviation therefor.

- 22. <u>Indemnification</u>. Lessee agrees to indemnify, defend, and hold Lessor free and harmless from and against any and all claims, demands, actions, causes of action, costs and expenses (including attorneys' fees and costs whether or not suit is filed), and liability for any damage to or loss of Leased Premises or from the injury or death of any person whatsoever (including but not limited to the employees, agents and invitees of Lessor) or to the property of any person on account of or in any way arising out of Lessee's, or Lessee's agent, employees' or invitee's use or occupancy of the Leased Premises and improvements, the condition of the Leased Premises, or the enjoyment of any of the rights of Lessee hereunder.
- 23. <u>Insurance</u>. Lessee shall carry such fire and casualty insurance on Lessee's own Leased Premises as Lessee deems necessary, and Lessor shall have no obligation to Lessee for any loss or damages suffered by Lessee with regard to Lessee's own property. Lessee shall carry liability and casualty insurance for death, injury and property damages in an amount not less than One Million Dollars (\$1,000,000.00) and Lessee shall add Lessor as an additional insured to said insurance policy(ies). Lessee will give to Lessor on or before the Effective Date a certificate stating: (a) that such insurance is in full force and effect; (b) that the premiums therefor have been paid; (c) that the Lessor has been named as an additional insured; and (d) that the policy may not be canceled or modified without at least thirty (30) days prior written notice to Lessor. These certificates of insurance shall be mailed to Lessor at the address indicated in paragraph 32, and to Lessor's insurance agent at the following address:

Lessor' Insurance Agent GSRMA PO Box 706 Willows, CA 95988-0706

Lessor shall carry such fire and casualty insurance upon improvements on the Leased Premises as it deems appropriate. Lessee shall not be named insured nor have any rights with respect to Lessor's policies of insurance or proceeds payable thereunder. The casualty insurance polices required to be maintained by Lessee as herein provided shall each have an undertaking requiring the insurer to give Lessor thirty (30) days prior written notice of any modification or cancellation of the policies. Lessee shall carry worker's compensation insurance.

- 24. <u>Records</u>. Lessee shall keep true, accurate and complete records of all its farming activities on the Leased Premises, including without limitation, copies of county and state required pesticide use reports, complete detailed records of all chemicals, fertilizer, herbicide, insecticide and rodenticide applied to or brought on the Leased Premises. Lessee shall make such records available to Lessor for inspection and copying at reasonable times.
- 25. <u>Assignment or Subletting</u>. Lessee shall not assign this Lease, or any interest therein, nor shall Lessee have the right to sublet the Leased Premises, or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of the Lessor. Any attempted assignment without first obtaining Lessor's consent shall be void and shall constitute and a default hereunder. Lessor has the right to assign this Lease or rents payable hereunder or any portion thereof to its nominee without the approval or consent of Lessee. Notwithstanding the foregoing, Lessee shall have the right to sublease the Leased Premises provided the following conditions are met:
  - (a) Lessor is given written notice of the name, address and phone number of the Sublessee;
  - (b) Prior to entering into possession of the Leased Premises, the Sublessee agrees in writing, satisfactory to Lessor, in its sole discretion, to be bound by each and every term, condition and obligation of this Lease to which the Lessee is bound.
  - (c) The Sublease shall state that any breach or violation of any term, condition or obligation of this Agricultural Lease by either the Lessee or Sublessee shall constitute a default by both the Lessee and Sublessee, giving to Lessor the rights contained under paragraph 28 of this Lease.
  - (d) Upon termination of this Leased as a result of default by Lessee or Sublessee, then any rent owed by Sublessee to Lessee under the Sublease shall be paid by Sublessee to Lessor as damages to the extent Lessor is damaged as a result of such default, and only the balance shall be paid to Lessee.
- 26. Development and Possession of Leased Premises. Notwithstanding anything contained herein to the contrary, Lessor shall have the right in its sole and absolute discretion to take possession of all or any part of the Leased Premises prior to the normal termination of the Term of this Lease, for purposes of or development of that portion of the Leased Premises into a cemetery (the "Developed Property"), and Lessee's right of possession and other rights under this Lease shall terminate as to the Developed Property. Lessor shall give Lessee no less than thirty (30) days prior written notice of this right of possession (the "Termination Notice"). Lessee shall within said ten (10) day period, abandon to Lessor that portion of the Leased Premises constituting the Developed Property described in said notice. Lessor shall reimburse Lessee for the fair market value of the crop loss that Lessee suffers as a result of Lessor's taking the Developed Property. Lessee understands and agrees that any delay in the transfer of possession of the Developed Property to Lessor in accordance with this paragraph may cause significant losses and damages to Lessor; therefore, Lessee specifically indemnifies and holds Lessor free and harmless from any and all loss or damages, including legal

fees and costs, that result from a delay in turning over possession of the Developed Property to Lessor as provided in this Paragraph. Lessee agrees to cooperate with Lessor and the developer in regard to Development Activities, and to sign such documentation, if any, as is necessary to accomplish the same, provided it is at no cost to Lessee. Lessee shall not be entitled to delay the transfer of possession of the Developed Property to Lessor beyond the said thirty-day period even if the parties have not yet agreed on the amount of the value of the crop loss payable to Lessee, and an arbitration of the amount of such crop loss is contemplated or pending, as provided below. Should the parties not agree upon the value of the crop loss by the Lessee, then the amount of such loss shall be determined by arbitration under Title 9 of the California Code of Civil Procedure, beginning with Section 1280. The award of the arbitrator shall be final and binding on the parties. Lessor shall reimburse Lessee for said crop loss on the Developed Property Acreage within ten (10) days of the agreement of the parties as to the value thereof, or if such loss is determined by arbitration, then within ten (10) days of the arbitration award. In the event of such taking, Lessee shall be entitled only to crop losses, and no damages shall be owed to Lessee for losses attributable to management costs, interest, vines or improvements.

- 27. <u>Default</u>. In addition to other events which shall constitute a default of Lessee under this Lease, the occurrence of any of the following shall also constitute a default by Lessee:
  - (a) Failure to pay Rent when due;
  - (b) Failure to use good husbandry as herein provided or abandonment or vacation of the Leased Premises;
  - (c) The appointment of a receiver to take possession of all or substantially all assets of Lessee;
  - (d) A general assignment by Lessee for the benefit of creditors;
  - (e) Lessee's filing of a voluntary petition in bankruptcy or seeking reorganization, to effect a plan or other arrangement with creditors of any other relief under the Bankruptcy Reform Act (Title 11 of the United States Code) or any other similar Federal or state law now in effect or hereinafter adopted providing relief for debtors or the filing of an answer admitting jurisdiction of the Court and/or the material allegations of any involuntary petition under the Bankruptcy Code or similar Federal or state law providing relief for debtors;
  - (f) Failure to relinquish possession of the portion of the Leased Premises to Lessor as required in Paragraph 26; or
  - (g) Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been given to Lessee. If the failure to perform is a non-monetary default and it cannot be reasonably cured within ten (10) days, Lessee shall not be in default of this Lease if Lessee commences to cure the failure to perform within the ten (10) day period and diligently and in good faith thereafter continues to cure

the default. No notice of default given under this paragraph shall be deemed a forfeiture or termination of the Lease unless Lessor so elects in the notice.

- 28. <u>Lessor's Remedies on Default</u>. Lessor shall have the following remedies if Lessee commits a default. Such remedies are not exclusive, but are cumulative in addition to any remedy now or later allowed by law:
  - (a) <u>Continuation of Lease</u>. If Lessee abandons or otherwise vacates the Leased Premises during the Term, Lessor can continue this Lease in full force and effect as long as Lessor does not terminate Lessee's right to possession. In such circumstance, Lessor shall have the right to collect rent when due during the Term or other obligations of Lessee to Lessor.
  - (b) <u>Termination of Right to Possession</u>. Upon Lessee's default, Lessor may terminate Lessee's right to possession of the Leased Premises by written notice to Lessee of such termination. Such notice by Lessor to Lessee in the event of Lessee's default shall terminate Lessee's right or interest in all Crops grown thereon whether or not harvested, and Lessor shall not owe Lessee for such crops or for any management fees, interest or cultural costs to grow such crops. Acts of maintenance, efforts to relet the Leased Premises, or the appointment of receiver on Lessor's initiative to protect Lessor' interest under this Lease, shall not alone constitute a termination of Lessee's right to possession. On termination, Lessor has the right to recover from Lessee:
    - (1) The rent payable pursuant to Paragraph 3 of this Lease for the Crop Year during which this Lease is terminated; and
    - (2) Court costs necessary to compensate Lessor for all detriment proximately caused by Lessee's default.
- 29. <u>Waiver</u>. A waiver by Lessor or Lessee of a breach of any term, covenant or condition contained in this Lease shall not be treated as a waiver of such term, covenant or condition, or as a waiver of a future breach of the same or any other term, covenant or condition contained in this Lease. The acceptance of rent by Lessor shall not be treated as a waiver of a previous breach by Lessee of any term, covenant or condition of this Lease other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor' knowledge of the previous breach at the time of acceptance of rent.
- 30. <u>Attorneys' Fees</u>. If either party to this Agreement shall institute any action, suit, counterclaim, appeal, arbitration, or mediation for any relief against the other, declaratory or otherwise to enforce the terms hereof or to declare rights hereunder (collectively an "**Action**"), the loosing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs (at the prevailing party's attorneys' then-prevailing rates incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively a "**Decision**") granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether or not such Action is prosecuted to a Decision. Any

Decision entered in such Action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (a) consultation with counsel before any Action is commenced regarding Lessee's default; (b) post-judgment motions and collection actions; (c) contempt proceedings; (d) garnishment, levy, and debtor and third party examinations; (e) discovery; and (f) bankruptcy litigation. The "Prevailing Party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought by it.

- 31. <u>Surrender</u>. Lessee shall quietly and peacefully vacate the Leased Premises and surrender possession thereof to Lessor immediately upon any termination of this Lease.
- 32. <u>Notices</u>. Any notice to be given to either party by the other shall be in writing and shall be served either personally or by mail certified, return receipt requested, and prepaid. Service by mail shall be deemed made three (3) days following the date of mailing. All notices shall be addressed as follows:

"Lessor" Selma Cemetery District

c/o Sandi Miller, General Manager

Post Office Box 1383 Selma, CA 93662

"Lessee" Glenn S. Martin

6323 S. Peach Ave Fresno CA 93725

- 33. <u>Binding Effect</u>. The provisions of this Lease shall benefit and bind the heirs, successors, executors, administrators and assigns of all parties to this Lease.
- 34. <u>Headings</u>. Titles or headings to the paragraphs of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation of any part of this Lease.
  - 35. Time. Time is of the essence of this Lease.
- 36. <u>Relationship of Parties</u>. This Lease and all the other documents pertaining to this Lease have been entered into with the intention of creating a landlord and tenant relationship. Nothing contained in this Lease or the other documents pertaining to this Lease shall be deemed to create a partner and partnership, shareholder and corporation, or principal and agent relationship.
- 37. <u>Entire Agreement</u>. This Lease constitutes the entire agreement between the parties pertaining to the lease of the Leased Premises and improvements, and supersedes all

prior and contemporaneous agreements, representations, and understandings of the parties with regard thereto. No supplement, modification or amendment of this Lease shall be binding unless executed in writing by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective on the year and day first above written.

"Lessor"	
SELMA CEMETERY DISTRICT, a California corporation	1
By:Robert Allen, Chairman	
"Lessee"	
Glenn S. Martin	

 $\label{local-prolaw} $$ \DOCUMENTS\3242-11967\WORD\ DOC\DRAFTS\135152.DOC^{**} EXHIBIT\ "A" $$ 

## DESCRIPTION OF REAL PROPERTY (See attached map also)

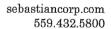
IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, UNINCORPORATED AREA, AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MDB&M, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL ON DECEMBER 21, 1854.

EXCEPTING THEREFROM, THE NORTH 300.00 FEET OF THE WEST 200.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM, SUCH INTEREST IN A STRIP OF LAND 30 FEET WIDE ALONG THE NORTH END THEREOF, AS GRANTED TO THE COUNTY OF FRESNO BY DEED DATED APRIL 18,1884, AND RECORDED MAY 3, 1884, IN BOOK 38 PAGES 79 AND 80 OF DEEDS.

A.P.N. 393-71-18





PRESENTED TO:

REFERENCE:

**Selma Cemetery** 

Camera & Alarm Addition

2430 Floral Ave, Selma, CA 93662

Attn: Sandi

2/4/2020

#### **Materials**

1 Dahua 5mp Camera

0.25 Cat5E Cable

6 Honeywell Wireless Glass break Sensor

1 Program & Test

#### Scope of Work

- Sebastian to provide the equipment above.
- Price is good for (30) days from the date of the proposal
- Installation will be performed Monday through Friday from 8am to 5 pm. Normal business hours

Material: \$893.18 Labor: \$1,080.00

Total: \$1,973.18 (w/out sales tax)

Selma Cemetery Sebastian
Signature Signature

**Payment Terms:** Payment in full is due at the completion of the project. An invoice will be created once the project is complete and will be mailed or emailed to you.

## Golden State Risk Management Authority Ballot

## Governing Board Position for July 1, 2020 – June 30, 2022

### Cemetery Districts

Our district casts the following vote for the District that will provide an individual to serve as the Cemetery representative on the GSRMA Governing Board for the period July 1, 2020 through June 30, 2022:

### (Check one only)

Madera Cemetery District	
Orland Cemetery District	
Shasta Valley Cemetery District	

Our District Name:
Contact information of person completing this ballot:
Name:
-
Contact email:
Contact phone number:
Date submitted:
Date shormited.
image002.jpg
image002.jpg 16.3kB

## General Manager: Sandi Miller

Burials as of 1/01/2020 - 1/31/2020 - 84

Pre-need Contracts: 8

Pre-needs Paid: 41

- Request for more description on agendas: I have attached the information on adding a longer description of the items on the agenda. According to Government code the description should be 20 words or less.
- Conflict of Interest: Our Conflict of Interest policy has been approved by the Board of Supervisors.
- Gophers: Henry continues to chase after them on a regular schedule. Even when we come back from the weekends, we are not seeing much activity. As of 2/6 he has caught 148 of them.
- New Website: Our new website through Streamline has launched and looks good. The site ip address is the same as before. selmacem1.com

## Agenda Requirements – Regular Meetings

- Agenda must be posted at least 72 hours prior to a regular meeting.
- The notice and agenda must be posted on the agency's website, if it has one.
- · Must include the time and location of the regular meeting. (Section 54954.2(a)(1))
- · Avoid last minute postings or amendments.







## Agenda Requirements – Regular Meetings

- Must provide a brief general description of each item on the agenda.
- The brief general description generally need not exceed 20 words in length. (Section 54954.2(a)(1))



CONFERENCE &



## SELMA CEMETERY DISTRICT RECORD OF THE BOARD OF TRUSTEES

Regular meeting
Thursday January 23, 2020 Consent Agenda1
4:30p.m.

1. Call to Order: 4:30pm

**2. Roll Call:** Chair: Robert Allen - Present

Vice-Chair: Una Tristan-Present Trustee: Ron Baker - Present

Trustee: Alan Langstraat - Present Trustee: Alfonso Caro - Absent

**Staff Present:** General Manager: Sandi Miller - Present

Date of Next Board Meeting: The next meeting will be Thursday February 27, 2020 at 4:30pm

**Public Comment**: Members of the general public may address the Board of Trustees on any item on the agenda.

## No members of the public at this meeting.

### **CONSENT AGENDA:**

- **1.** Minutes: of the Thursday October 24, 2019 Regular Meeting of the Board of Trustees
- **2.** Disbursements: 10/01/19 through 10/31/19
- **3.** Disbursements: 11/01/19 through 11/30/19
- **4.** Disbursements: 12/01/19 through 12/31/19

Motion to accept the Consent Agenda as presented by Trustee Ron Baker, Second by Trustee Alan Langstraat: - Chair Robert Allen – AYE - Trustee Ron Baker - AYE-, – Vice-Chair Una Tristan AYE-Trustee Alan Langstraat – AYE Trustee Alfonso Caro-Absent. Motion carried.

#### OLD BUSINESS: Discussion/Action

**1. Audit:** Garry Riezebos from Adair and Evans will be here to present the audit for FY 18/19. *Garry Riezebos brought the board copies of the audit report and then explained the report and their findings to the board. He answered any questions and reported that their finding were fair and accurate.* 

Motion to accept the Audit as presented by Trustee Alan Langstraat, Second by Trustee Ron Baker. Vote: - Chair Robert Allen – AYE - Trustee Ron Baker - AYE-, – Vice-Chair Una Tristan AYE- Trustee Alan Langstraat – AYE Trustee Alfonso Caro-Absent. Motion carried

**2. Wells Fargo:** All funds from Wells Fargo have been transferred to Stifel and are being handled by Sandra Wheeler. We did have to wait 30 days on one of the investments before transferring it, so that we wouldn't lose any funds in the transfer.

## **NEW BUSINESS:** Discussion/Action:

1. White Golf Cart: The reverse has gone out in the white golf cart. The repairs are going to cost \$660.00, we paid \$1,200.00 for the cart 8 years ago. I would like to request permission to research selling or giving it to another Special District or Non-profit. We should be receiving our new gators very soon and won't have a need for it. We will also be getting rid of the red golf cart as the program requires us to replace gas machines with the electric one. I have not had a chance to read if they take it or we get rid of it. But I will inform the board as soon as I have the answer to this question.

Trustee Ron Baker made the motion to declare the white golf cart as surplus and GM Sandi Miller will research how to dispose of it, Seconded by Vice-Chair Una Tristan. Vote: Chair Robert Allen - AYE Vice-Chair Una Tristan - AYE, Trustee Alan Langstratt - AYE, Trustee Ron Baker - AYE, Trustee Alfonso Caro- Absent. Motion carried.

**2. CSDA Board:** My term with the CSDA board will be up in January 2021, they are requesting to know if I will be running or not. My next term will run from 2021-2023.

After Discussion it was decided that GM Sandi Miller will not run again for the CSDA Board.

## Manager's report: GM Sandi Miller Reporting

Burials as of 10/01/19 - 12/31//2019

Pre-need Contracts: 11

Pre-needs Paid: 37

- **Gator Program Up-date**: We received the signed contracts for the purchase of the 4 new gators. Along with the contracts came the instructions on how to order and purchase them.
- **Edger's**: Finished on November 1,2019. I will be presenting new information later how we will need to handle next year's season.
- Stars on Veterans headstones: We kept Omar one of the edger's to place the remining stars on the Veterans headstones. We have changed how they are marked. The list was very large and there is the possibility that one or so got missed, if you hear of one please let us know right away and we will fix it. We have changed how they are marked. A few months back we decided that when a stone is being poured, the office will mark the sheet to let Brad know it belongs to a veteran. At the time the stone is being poured it will be marker prior to going on the grounds.
- **SDA Renewal:** I have completed my continuing education and have been renewed for my SDA. I renew every 4 years.
- **Transparency Certification:** We need one more item for the renewal on our transparency certification.
- **Update on Gophers**: After much research and phone calls, the recommendation for getting rid of the gophers was to use traps. Even several of the companies I called that is how they get rid of them. I ordered and we have received 40 new traps giving us a total of 57. Brad and Henry are hard at work setting and checking all of them. They are knocking down the mounds and then later in the day they go to where there are new mounds and set the traps. It seems to be working better and with so many traps we can cover more area.
- **AB931 Female Reorientation**: AB931 has passed which means that city's and county's must have at least 2 females on a board of 5. This number of females is based on the population and number of board members. There is some discussion as to how this effects Special Districts, but more often than not anything that effects county's ends up effecting Special Districts as well. At this point it is just City's and County's and depends on the population of the town. Selma isn't big enough for this to

affect us but worth watching to see if they create a new law effecting Special Districts and if the paramotors stay the same.

3. Trustees' reports: Trustee: Robert Allen -Nothing

Trustee: **Alfonso Caro** - Absent Trustee: **Ron Baker** - Nothing

Trustee: **Alan Langstraat** - Talked about going back and talking to the new Board of Supervisors about our property. After Discussion: Alan will contact our supervisor and make an appointment with him first. Alan, GM Sandi and possibly Paul Saito will meet with him first and then other supervisors.

Trustee: Una Tristan- Nothing

4. Adjournment: 5:21pm

Respectfully submitted

Sandi Miller General Manager-recording secretary

> Robert Allen Chairman of the Board

### SELMA CEMETERY DISTRICT

Register: CASH AND CASH EQUIVALENTS:BANK OF SIERRA GENERAL ACCT

From 01/01/2020 through 01/31/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/02/2020			-split-	Deposit			2,899.62	28,120.79
01/08/2020			Undeposited Funds	Deposit			1,380.00	29,500.79
01/09/2020			Undeposited Funds	Deposit			30.00	29,530.79
01/09/2020			-split-	Deposit			10,526.92	40,057.71
01/10/2020	11670	SANDI MILLER	TRAVEL & MEETINGS	•	325,56		,	39,732.15
01/14/2020			Undeposited Funds	Deposit			52.50	39,784.65
01/14/2020		QuickBooks Payroll	-split-	Created by Pay	6,623.26			33,161.39
01/15/2020		<b>(</b>	-split-	Deposit	-,		2,766.36	35,927.75
01/15/2020	11671	BRADLEY A RAIN	-split-		1,623.53		_,	34,304.22
01/15/2020	11672	HENRY LUNA	-split-		1,545.25			32,758.97
01/15/2020	11673	AMERIPRIDE	-split-	STMT # 15045	555.72			32,203.25
01/15/2020	11674	AT&T	TELEPHONE	ACCT# 559 89	396.98			31,806.27
01/15/2020	11675	CALIFORNIA WAT	UTILITIES	ACCT# 67669	110.00			31,696.27
01/15/2020	11676	NAPA AUTO PART	REPAIRS & MAINTE	ACCT# 26200	696.62			30,999.65
01/15/2020	11677	PG&E	UTILITIES	ACCT# 33142	390.29			30,609.36
01/15/2020	11678	POLYGUARD & CO.	VAULTS/MARKER F	INV# 59857	14,953.50			15,655.86
01/15/2020	11679	SEBASTIAN	MISCELLANEOUS E	INV# 10593011	99.98			15,555.88
01/15/2020	11680	SELMA CEMETER	MISCELLANEOUS	DEBIT ACCT	820.27			14,735.61
01/15/2020	11681	SIERRA HR PARTN	MISCELLANEOUS	YEAR IN REV	350.00			14,385.61
01/15/2020	11682	SPRINT	TELEPHONE	INV# 8551483	257.37			14,128.24
01/15/2020	11683	WASTE MANAGE	UTILITIES	INV# 0027989	277.07			13,851.17
01/15/2020	1482836	CALIF. PUBLIC EM	Payroll Expenses:RETI	UNFUNDED	1,442.13			12,409.04
01/15/2020	1482838	CALIF. PUBLIC EM	Payroll Liabilities	1772	401.76			12,007.28
01/15/2020	1482840	CALIF. PUBLIC EM	Payroll Liabilities	1772	365.79			11,641.49
01/15/2020	1482842	CALIF. PUBLIC EM	•	1772	162,79			11,478.70
01/15/2020	1482844	CALPERS	Payroll Expenses:RETI	UNFUNDED	51.79			11,426.91
01/15/2020	41898850	EFTPS	-split-	94-6001275	2,862.36			8,564.55
01/15/2020	DD1282	ALVARO L SALAZ	-split-	Direct Deposit	_,	х		8,564.55
01/15/2020	DD1283	JESSE RODRIGUEZ	-split-	Direct Deposit		X		8,564.55
01/15/2020	DD1284	SANDRA L. MILLER	-split-	Direct Deposit		X		8,564.55
01/15/2020	DD1285	SARAI RAMIREZ	-split-	Direct Deposit		X		8,564.55
01/21/2020			Undeposited Funds	Deposit			792.42	9,356.97
01/21/2020			-split-	Deposit			6,776.36	16,133.33
01/27/2020			-split-	Deposit			3,080.39	19,213.72
01/27/2020			Undeposited Funds	Deposit			2,216.36	21,430.08
01/27/2020	11684	STIFEL	ENDOWMENT CARE	ACCT# 8539-6	6,755.00		_,	14,675.08
01/27/2020	11685	STIFEL	STIFEL MAIN PURC	ACCT# 7572-5	2,380.66			12,294.42
01/27/2020	0010556	BOARD OF EQUAL	Sales Tax Payable	10/1 - 12/31/20	1,427.00			10,867.42
01/28/2020		_ 3.22 3.20.20	-split-	Deposit	-, 127.30		5,741.36	16,608.78
01/28/2020		EDD	-split-	925-0055-2	2,738.36		2,7.11.20	13,870.42
01,20,2020			-P	0000 #	2,750.50			13,070.42

Page 1

### SELMA CEMETERY DISTRICT

Register: CASH AND CASH EQUIVALENTS:BANK OF SIERRA GENERAL ACCT

From 01/01/2020 through 01/31/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/28/2020	0010534	EDD	Daywell Frances	CONF# 0-010	121.76			12.740.66
01/28/2020	0585154	EDD	Payroll Expenses	CONF#0-585	121.76 1,525.90			13,748.66
01/28/2020	11709	KINGSBURG GLASS	Payroll Expenses REPAIRS & MAINTE	WINDOW RE	296.92			12,222.76
01/30/2020	11709	QuickBooks Payroll	-split-	Created by Pay	6,123.26			11,925.84
01/30/2020		DEPOSIT	ENDOWMENT CARE		6,123.26		15,000.00	5,802.58
01/31/2020		DEFOSIT					725.00	20,802.58
01/31/2020	11687	BRADLEY A RAIN	Undeposited Funds -split-	Deposit	1,623.53		723.00	21,527.58
01/31/2020	11688	HENRY LUNA	•		,			19,904.05
01/31/2020	11689	ADT	-split- PROPERTY	ACCT# 40112	1,544.45 58.83			18,359.60
01/31/2020	11690	ALHAMBRA	OTHER (SALES TAX,		24.01			18,300.77
01/31/2020	11691	AT&T U-VERSE	UTILITIES	ACCT# 13282	64.20			18,276.76
01/31/2020	11692	B.E.S.T	SALARIES & EMPLO		373.26			18,212.56
01/31/2020	11693	BLUE SHIELD OF	SALARIES & EMPLO		54.00			17,839.30
01/31/2020	11694	CALIFORNIA BUSI	OFFICE SUPPLIES	INV#243089				17,785.30
01/31/2020	11695	STREAMLINE	OTHER (SALES TAX,		69.50 100.00			17,715.80 17.615.80
01/31/2020	11696	United States Treasury	Payroll Expenses	QUARTLY RE	1.34			,
01/31/2020	11697	JOHN DEERE FINA	REPAIRS & MAINTE	ACCT# 75341	70.98			17,614.46
01/31/2020	11698	LEONS COMPUTE	CONTRACT LABOR	INV# 5505	90.00			17,543.48
01/31/2020	11699	ME VINEYARD M	PROPERTY	STAND BY C	844.91			17,453.48
01/31/2020	11700	NELSON'S ACE HA	REPAIRS & MAINTE	ACCT#62412	80.19			16,608.57
01/31/2020	11700	NELSON'S ACE HA	REPAIRS & MAINTE	CUST#1172	452.49			16,528.38 16,075.89
01/31/2020	11701	PENNER ENTERPR		INV#0010362	600.00			
01/31/2020	11702	PG&E	-split-	114 4 #0010302	315.49			15,475.89 15,160.40
01/31/2020	11703	SANDI MILLER	TRAVEL & MEETINGS	CSDA PROF	323.40			14,837.00
01/31/2020	11704	VALERO MARKET	GASOLINE & OIL	ACCT#6521 4	751.62			14,085.38
01/31/2020	11706	VAST DATA CONC	MISCELLANEOUS	INV#6768	192.35			13,893.03
	11707	WASTE MANAGE	UTILITIES	INV# 0028523	277.07			13,615.96
01/31/2020	11707	WASTE MANAGE	UTILITIES	INV# 0028863	161.35			13,454.61
01/31/2020	65027316	EFTPS	-split-	94-6001275	3,262.36			10,192.25
01/31/2020	1001492	CALPERS	SALARIES & EMPLO	94-0001273	4,960.59			5,231.66
01/31/2020	1001492	CALIF. PUBLIC EM	Payroll Liabilities	1772	1,804.15			3,427.51
01/31/2020	1001492	CALIF. PUBLIC EM	Payroll Liabilities	1772	401.76			3,025.75
01/31/2020	1994653	EDD	-split-	925-0055-2	0.05			3,025.70
01/31/2020	DD1286	ALVARO L SALAZ	-split-		0.03	х		
01/31/2020	DD1286 DD1287	JESSE RODRIGUEZ	-split-	Direct Deposit  Direct Deposit		X		3,025.70
01/31/2020	DD1287	SANDRA L. MILLER	-split-	Direct Deposit		X		3,025.70 3,025.70
01/31/2020		SARAI RAMIREZ	-split-	Direct Deposit		X		3,025.70
01/31/2020	DD1207	SAICAI KAIVIINEZ	-spin-	Direct Deposit		^		3,023.70

# QuickBooks Payroll Services 02/12/2020

Sent:

Subject: Details of Funds to be Withdrawn

Total payment \$6218.44  to be withdrawn from CASH AND CASH EQUIVALENTS:BANK OF SIERRA GENERAL ACC  Payroll Run Summary for 02/14/2020:  Paychecks Direct Deposit Total 6,211.44  D01290 ALVARO L SALAZAR MENDOZA 1,782.07  D01291 JESSE RODRIGUEZ 1,098.44  D01292 SANDRA L. MILLER 2,334.78  D01293 SARAI RAMIREZ 996.15		funds to be withdraw service fee Deposit	\$7.00 \$6211.44	
Payroll Run Summary for 02/14/2020:  Paychecks  Total Deposit 6,211.44 DD1290 ALVARO L SALAZAR MENDOZA DD1291 JESSE RODRIGUEZ DD1292 SANDRA L. MILLER DD1293 SARAI RAMIREZ DD1293 SARAI RAMIREZ DD1293 SARAI RAMIREZ	Total pa	ayment		
Payroll Run Summary for 02/14/2020:  Paychecks  Total DD1290 ALVARO L SALAZAR MENDOZA DD1291 JESSE RODRIGUEZ DD1292 SANDRA L. MILLER DD1293 SARAI RAMIREZ  DD1293 SARAI RAMIREZ  DD1294 SARAI RAMIREZ  DD1296 D1296 D129	to be w	ithdrawn from CASH A	ND CASH EQUIVALENTS:BANK O	F SIERRA GENERAL ACCT.
Paychecks         Direct Deposit           Total         6,211.44           DD1290         ALVARO L SALAZAR MENDOZA         1,782.07           DD1291         JESSE RODRIGUEZ         1,098.44           DD1292         SANDRA L. MILLER         2,334.78           DD1293         SARAI RAMIREZ         996.15				
Deposit   6,211.44	Payroll	Run Summary for 02/	14/2020:	
	Total DD1290 DD1291 DD1292	ALVARO L SALAZAR M JESSE RODRIGUEZ SANDRA L. MILLER	ENDOZA	Deposit 6,211.44 1,782.07 1,098.44 2,334.78

# QuickBooks Payroll Services

Sent:

Subject: Details of Funds to be Withdrawn

Direct I	•	\$6116.26	
Total pa	ayment	\$6123.26	
to be w	ithdrawn from CASH AND C	ASH EQUIVALENTS:BANK OF	SIERRA GENERAL ACCT.
	Run Summary for 01/31/2		
-	-	020:	D t
Paychecl	K 5		Direct Deposit
Total DD1286	ALVARO L SALAZAR MENDO	7 A	6,116.26 1,686.89
DD1287	JESSE RODRIGUEZ		1,098.44
DD1288 DD1289	SANDRA L. MILLER SARAI RAMIREZ		2,334.78 996.15

## QuickBooks Payroll Services

Sent:

Details of Funds to be Withdrawn Subject:

Payroll Direct [	service fee Deposit	\$7.00 \$6616.26	
	•		
Total pa	ayment	\$6623.26	
to be wi	thdrawn from CASH AND	CASH EQUIVALENTS:BANK OF	SIERRA GENERAL ACCT.
Payroll	Run Summary for 01/15/	2020:	
Paycheck	(S		Direct
Total			Deposit 6,616.26
DD1282	ALVARO L SALAZAR MEND	OZA	1,686.89
	JESSE RODRIGUEZ		1,098.44
	SANDRA L. MILLER SARAI RAMIREZ		2,834.78 996.15