



# MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

*"Providing Quality Emergency Response And Fire Protection For The Public"*

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Notice and Agenda  
Mi-Wuk Sugar Pine Fire Protection District  
Board of Directors  
**Special Meeting, 4:00 PM, Thursday, July 11, 2024**  
Mi-Wuk Sugar Pine Fire Protection District  
24247 Highway 108, Mi Wuk Village, California

1. Call to Order \_\_\_\_\_
2. Pledge of Allegiance
3. Roll Call
  - a. President McDonald \_\_\_\_\_
  - b. Vice President Doss \_\_\_\_\_
  - c. Treasurer Costa \_\_\_\_\_
  - d. Director Schwarz \_\_\_\_\_
  - e. Director Massman \_\_\_\_\_
  - f. Also Present:
    - i. Chief Klyn \_\_\_\_\_
    - ii. Office Manager/Board Clerk Dahlin \_\_\_\_\_
    - iii. Guests: \_\_\_\_\_
4. Oral Communications: This is the time for the public to address the Board of Directors on any matter not on the agenda, but within the jurisdiction of the Board of Directors. Each person shall be permitted to speak for no more than 5 minutes; persons speaking on the behalf of an organization may speak for no more than 15 minutes. Those wishing to speak on a matter that is on the agenda may do so at the time the item is taken up by the Board of Directors.
5. Discussion and Action Items:
  - a. Review and discussion of Proposal for an Independent Audit for the fiscal years ending June 30, 2023, 2024 and 2025, received from Halliday and Company; President McDonald
  - b. Discussion regarding options for an independent audit and possible award of contract; President McDonald
  - c. First Amendment to Option and Lease Agreement between Mi-Wuk Sugar Pine Fire Protection District and VB BTS II, LLC (Vertical Bridge); Chief Klyn
  - d. Approval of Termination of Vehicle Rental Agreement with Delfred Carol Dodrill and the Mi Wuk Sugar Pine Fire Protection District. President McDonald
6. Final audience comments:
7. Adjournment: \_\_\_\_\_

*In accordance with the Americans with Disabilities Act, if you need special assistance (i.e., auxiliary aids or services) in order to participate in this public meeting, please contact the District at (209) 586-5256. Notification 48 hours prior to the start of the meeting will enable the District to make reasonable accommodation to ensure accessibility to this public meeting. Pursuant to the California Government Code section 54957.5, public records, including writings relating to an agenda item for open session of a meeting and distributed less than 72 hours prior to the meeting, are available for public inspection at the Mi-Wuk Sugar Pine Fire Protection District office at 24247 Highway 108, Mi Wuk Village, California*

This Notice and Agenda was posted pursuant to District Policy on June 27, 2024

## FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement (this “**Amendment**”) is entered into and made effective as of \_\_\_\_\_ and is by and between **Mi-Wuk Sugar Pine Fire Protection District (“Landlord”)** and **VB BTS II, LLC**, a Delaware limited liability company (“**Tenant**”). Landlord and Tenant may be referred to herein as “**Party**” or jointly as “**Parties**.”

### WITNESSETH:

- A. Landlord and Tenant entered into that certain Option and Lease Agreement dated June 29, 2023 (the “**Agreement**”).
- B. The Commencement Date of the initial term of the Lease will be in accordance with the terms of the Agreement.
- C. Landlord and Tenant desire to amend the Agreement as described by, in accordance with, and pursuant to the terms described below.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Recitals, Definitions.** The recitals set forth above are accurate and hereby incorporated into the Agreement by reference thereto. All capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

### AMENDMENT

2. Landlord and Tenant hereby agree that **Exhibit 2** to the Agreement is hereby replaced with the new **Exhibit 2** annexed hereto and made a part hereof.

3. Landlord and Tenant hereby agree that Section 6 ACCESS AND UTILITIES of the Agreement is amended to add the following language to the end of the section:

“Landlord grants to Tenant the right to receive utility services including, but not limited to electric facilities, appurtenances and associated equipment, and the right for the utility service supplier to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use said utility facilities to serve Communication Facilities, together with the right for the utility service supplier to ingress and egress from said utility facilities across the Premises. Landlord grants the right for the utility service supplier to trim or cut down any trees or brush within five (5) feet for U/G and sixteen (16) feet for O/H on each side of the centerline of said utility facilities. In addition, Landlord shall not erect or construct any building or other structure, or drill or operate any well within five (5) feet for U/G and sixteen (16) feet for O/H of each side of the centerline of said utility facilities.”

## MISCELLANEOUS

4. **Ratification.** Except as amended herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.
5. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and supersede those set forth in the Agreement.
6. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
7. **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.
8. **Representations and Warranties.** To the extent applicable, each party hereby represents and warrants to the other party that such party has full right and authority to execute and enter into this Amendment and to perform the obligations imposed upon such party without the consent of any other party or person. Further, each of the persons executing this Amendment on behalf of such party hereby represents and warrants that such person is authorized to do so.
9. **Entire Agreement.** This and any attachments, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
10. **Authority to Sign.** Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.
11. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above-written.

**LANDLORD:**

**LANDLORD:**

**Mi-Wuk Sugar Pine Fire Protection District**

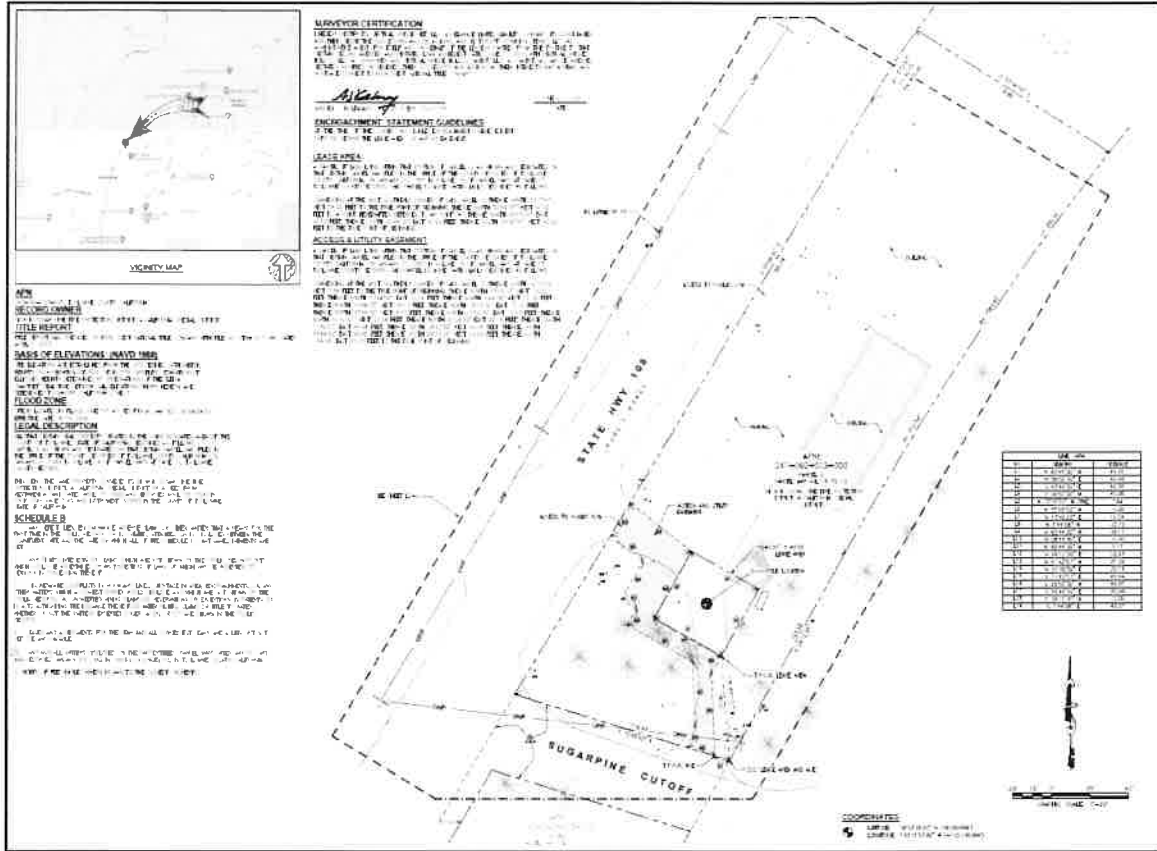
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

**VB BTS II, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT 2



DESIGN PREPARED FOR

**verticalbridge**  
 A BTCL LLC  
 10000 WILSON AVENUE, SUITE 100  
 BOSTON, MASSACHUSETTS 02116  
 TEL: 617.552.1000

PROJECT LOCATION

**AD**  
 ASSURANCE  
 DESIGN SERVICES  
 1000 WASHINGTON STREET, SUITE 100  
 SOUTH PLACENTIA, CALIFORNIA 92675  
 TEL: 714.992.1000

ENGINEER

**AK**  
 ARCHITECTURAL KIMBERLY  
 1000 WASHINGTON STREET, SUITE 100  
 SOUTH PLACENTIA, CALIFORNIA 92675  
 TEL: 714.992.1000

DATE: 08/11/2011  
 TIME: 10:00 AM  
 PROJECT NUMBER: US-5423

PROJECT TITLE  
**US-CA-5423  
 SC60225  
 MI WUK VILLAGE**  
 2454 STATE HIGHWAY 108  
 MI WUK VILLAGE, CA 95060  
 TUOLUMNE COUNTY

DESIGNER: **AK**

DATE: 08/11/2011  
 TIME: 10:00 AM

PROJECT NUMBER: **LS-1**

Site ID: US-CA-5423  
 Site Name: Mi-Wuk Village



# MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT

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## TERMINATION OF VEHICLE RENTAL AGREEMENT

Let it be known that this document hereby terminates of the Vehicle Rental Agreement with Delfred Carol Dodrill ("OWNER") and the Mi Wuk Sugar Pine Fire Protection District ("DISTRICT") that was signed on June 8, 2023 by OWNER and DISTRICT.

Let it be known that this termination applies to one 2008 Ford F350, ICS Type VI, Vin # 1FDWX35R18EA79459, designated as E775.

Let it be known that the DISTRICT will terminate insurance on the vehicle above effective the date of the signatures below.

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Jim McDonald, President, Board of Directors  
Mi Wuk/Sugar Pine Fire Protection District

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Delfred Carol Dodrill