

**PLACER MOSQUITO & VECTOR CONTROL DISTRICT**  
**BOARD OF TRUSTEES**  
2021 Opportunity Drive  
Roseville, CA 95678  
**REGULAR BOARD MEETING**  
**AGENDA**

**November 20, 2023, 4:30 PM**

[www.placermosquito.org](http://www.placermosquito.org)

**Pursuant to Assembly Bill 361 this meeting will be conducted via teleconference. In the interest of maintaining appropriate social distancing, the Board encourages the public to participate by calling (408) 638-0968 and when prompted, enter the Meeting ID: 867 0445 4958**

**or <https://us06web.zoom.us/j/86704454958?pwd=9HjlBphA170jNvmRFVpxA1rhbuxQ1u.1>**

**Page**

[Board of Trustees](#)

Rachel Radell-Harris  
City of Auburn

Will Stockwin  
City of Colfax

Peter Gilbert  
City of Lincoln

Russ Kelley  
Town of Loomis

Merry L. Holliday-  
Hanson, Ph.D.  
Placer County

Jill Gayaldo  
City of Rocklin

Ross Hutchings  
City of Roseville

General Manager  
Joel Buettner

- |       |   |
|-------|---|
| 1     | <b>Call to Order</b>  |
| 2     | <b>Roll Call</b>  |
| 3     | <b>Pledge of Allegiance</b>   |
| 4     | <b>Agenda Review</b>  |
| 5     | <b>Public Comment</b><br><i>Members of the public shall be allowed to address the Board of Trustees on items which are of interest to public and which are within the jurisdiction of the Board, before or during the Board's consideration of the item; however, no action shall be taken on any item not appearing on the agenda unless otherwise authorized by the Board pursuant to Government Code Section 54954.2(b). It is requested that comments be limited to no more than 5 minutes.</i> |
| 3-4   | <b>6 Consent Agenda – Action item</b>   |
| 5-6   | A. <b>Minutes of the October 16, 2023, Regular Board Meeting</b>  |
| 7-9   | B. <b>Acknowledge Warrants Issued October 2023</b>  |
| 11-27 | C. <b>Financial Report: Fiscal Year to Date October 31st, 2023</b>  |
|       | D. <b>Board Review and Ratification of Purchase of Two Replacement Trucks</b>   |
| 29    | <b>7 Board Review and Consideration to Set Board Meeting Dates for January and February 2024 – Action Item</b>  |
| 31    | <b>8 Board Review and Consideration to Contract with Jonathan Rupprecht for UAS Regulatory Work – Action Item</b>   |
| 33-35 | <b>9 Staff Reports</b>  |
| 37-42 | A. Eastern Placer Report – Angella Falco  |
| 42    | B. Public Information and Outreach Report – Meagan Luevano  |
|       | C. Field Operations and Surveillance Report – Jake Hartle   |
|       | D. General Manager's Report – Joel Buettner   |
| 10    | <b>Closed Session</b>   |
|       | A. Closed Session: Conference with District designated labor negotiator Joel Buettner regarding negotiations with employee organizations: Placer Mosquito and Vector Control District Employees Association and Placer Mosquito and Vector Control District Association of Managerial Employees (pursuant to Government Code Section 54957.6)   |

**Reconvene from Closed Session**

**11 Report from Closed Session**

**12 Board/Staff General Discussion**

**13 Announcements**

- A. The District office will be closed November 23 and 24, 2023 in observance of the Thanksgiving Holiday.
- B. The next regular Board meeting will be held December 18, 2023, at 4:30 PM at 2021 Opportunity Drive., Roseville, CA 95678

**14 Adjournment**

*In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District at (888) 768-2343, fax (916) 380-5455, and/or send e-mail to [info@placermosquito.org](mailto:info@placermosquito.org). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Documents and materials relating to an open session agenda item that are provided to the PMVCD Board less than 72 hours prior to a meeting will be available for public inspection and copying at 2021 Opportunity Drive, Roseville, CA 95678.*

Placer Mosquito & Vector Control District  
Board of Trustees Regular Board Meeting – Minutes  
October 16, 2023 4:30 PM  
Placer Mosquito & Vector Control District Office  
2021 Opportunity Drive, Roseville, CA 95678

Pursuant to Governor Newsom’s Executive Order N-25-20 and N-33-20, this meeting will be conducted via teleconference. In the interest of maintaining appropriate social distancing, the Board encourages the public to participate by calling (408) 638-0968 and when prompted, enter the Meeting ID: 834 5868 9524 or <https://us06web.zoom.us/j/83458689524?pwd=S3ROUktSSGpmNmhSbFICS1RHdzhudz09>

1. **Call to Order:** President Gayaldo called the meeting to order at 4:30 PM.

2. **Board Review and Consideration to Approve a “Just Cause” Request by Trustee Will Stockwin to Participate Remotely**

A motion to Approve a “Just Cause” request by Trustee Will Stockwin to participate remotely, it is noted that a quorum of the Board of Trustees was attending the meeting in person.

*A motion to approve the “just cause” situation and approve Trustee Stockwin to participate via Zoom and accept the agenda as presented was made by Trustee Gilbert seconded by Trustee Holliday-Hanson, approved by roll call vote.*

*Ayes: Trustees Gayaldo, Gilbert, Holliday-Hanson, Kelley, and Stockwin*

*Noes: ø*

*Abstain: ø*

*Absent: Hutchings and Radell-Harris*

3. **Roll Call:** Trustees Jill Gayaldo, Peter Gilbert, Merry Holliday-Hanson, Russ Kelley and Will Stockwin were present.

**District Employees Present:** Manager Joel Buettner, Jake Hartle, Isabel Alvarez and Meagan Luevano.

4. **Pledge of Allegiance** was led by Trustee Gayaldo.

5. **Introduction of Guests:** There were none.

6. **Agenda Review:** The Board accepted the agenda as presented.

7. **Public Comment:** There were none.

8. **Consent Agenda**

*A motion to approve the following was made by Trustee Holliday-Hanson seconded by Trustee Gilbert, unanimously approved, no abstentions.*

*Ayes: Trustees Gayaldo, Gilbert, Holliday-Hanson, Kelley and Stockwin*

*Noes: ø*

*Abstain: ø*

*Absent: Hutchings and Radell-Harris*

*A. Minutes of the September 18, 2023, Regular Board Meeting.*

*B. Acknowledge Warrants issued September 2023*

*C. Financial Report: Fiscal Year to Date September 30, 2023*

*Trustee Radell-Harris arrived @ 4:42 PM*

**9. Staff Reports**

- A. Eastern Placer Report – Jake Hartle gave a verbal update.
- B. Public Information and Outreach Report – A written report was submitted. No additional items were reported.
- C. Field Operations and Surveillance Report – A written report was submitted. No additional items were reported.
- D. General Manager Report – A written report was submitted. No additional items were reported.

*Trustee Hutchings arrived @ 4:57 PM*

**10. Board/Staff General Discussion:**

**11. Announcements**

- A. The District office will be closed November 10, 2023 in observance of the Veterans Day Holiday
- B. The next regular Board Meeting will be held on November 20, 2023, at 4:30 PM at 2021 Opportunity Drive, Roseville, CA 95678

**12. Adjournment:**

President Gayaldo adjourned the meeting at 5:29 PM.

Minutes approved by the Board and dated, this 20<sup>th</sup> day of November 2023 after passage.

Jill Gayaldo, Board President: \_\_\_\_\_

Attest:

Isabel Alvarez, Board Secretary: \_\_\_\_\_



## Warrants October 2023

Payment Date	Payment Type	Payee	Invoice Amount
10/3/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	163.22
10/3/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	221.65
10/3/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	163.22
10/3/2023	Check	FUTURE FORD INC - Remit-To: 650 Auto Mall Dr	202.33
10/3/2023	Check	FUTURE FORD INC - Remit-To: 650 Auto Mall Dr	31,553.02
10/3/2023	Check	JOHN WALKER HEATING AND COOLING	166.95
10/3/2023	Check	LIFE TECHNOLOGIES CORPORATION	2,018.57
10/3/2023	Check	NATHE KEITH A	537.84
10/3/2023	Check	NATHE KEITH A	2,095.12
10/3/2023	Check	NATHE KEITH A	500.00
10/3/2023	Check	PRINCIPAL LIFE INSURANCE COMPANY - Remit-To: PO BOX 77202	4,273.38
10/3/2023	Check	STAR INDUSTRIES - Remit-To: 4181 POWER INN ROAD STE D	565.00
10/3/2023	Check	TEXAS LIFE INSURANCE COMPANY	116.00
10/3/2023	Check	VWR FUNDING INC - Remit-To: Po Box 640169	289.09
10/5/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	224.30
10/5/2023	Wire Payment	CALPERS	31,909.83
10/5/2023	Check	MEDPRO WASTE DISPOSAL LLC	222.21
10/5/2023	Check	MEDPRO WASTE DISPOSAL LLC	222.21
10/5/2023	Check	STAR INDUSTRIES - Remit-To: 4181 POWER INN ROAD STE D	565.00
10/6/2023	EFT Child Support	CASDU - California State Disbursement Unit (SDU)	1178.76
10/17/2023	Check	MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS	3,619.85
10/17/2023	Check	BIOSEARCH TECHNOLOGIES INC	438.23
10/17/2023	Check	BRYCE HR CONSULTING INC	2,280.00
10/17/2023	Check	INFINITY TECHNOLOGIES	6,315.00
10/17/2023	Check	JASSO, DAVID CELIO	425.00
10/17/2023	Check	TEXAS LIFE INSURANCE COMPANY	116.00
10/17/2023	Check	VECTOR CONTROL JOINT POWERS AGENCY	241.53
10/18/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	227.21
10/18/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	168.78
10/18/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	227.21
10/18/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	168.78
10/18/2023	Check	FOOTHILL FIRE PROTECTION INC	335.00
10/18/2023	Check	FOOTHILL FIRE PROTECTION INC	335.00
10/18/2023	Check	HARRIS INDUSTRIAL GASES	217.59
10/18/2023	Check	HARRIS INDUSTRIAL GASES	217.59
10/18/2023	Check	HAURY, RITA E	415.50
10/18/2023	Check	HAURY, RITA E	415.50
10/18/2023	Check	HUNT & SONS INC - Remit-To: PO BOX 101630	2,859.67
10/18/2023	Check	HUNT & SONS INC - Remit-To: PO BOX 101630	2,859.67
10/18/2023	Check	LIBERTY UTILITIES CO - Remit-To: Po Box 80374	99.49
10/18/2023	Check	LIBERTY UTILITIES CO - Remit-To: Po Box 80374	99.49
10/18/2023	Check	PACIFIC GAS & ELECTRIC COMPANY	158.83
10/18/2023	Check	PACIFIC GAS & ELECTRIC COMPANY	158.83
10/18/2023	Check	ROSEVILLE CITY OF - Remit-To: PO BOX 619136	832.44
10/18/2023	Check	ROSEVILLE CITY OF - Remit-To: PO BOX 619136	3,432.94
10/18/2023	Check	ROSEVILLE CITY OF - Remit-To: PO BOX 619136	133.25
10/18/2023	Check	ROSEVILLE CITY OF - Remit-To: PO BOX 619136	832.44
10/18/2023	Check	ROSEVILLE CITY OF - Remit-To: PO BOX 619136	3,432.94
10/18/2023	Check	ROSEVILLE CITY OF - Remit-To: PO BOX 619136	133.25
10/19/2023	Check	FUTURE FORD INC - Remit-To: 650 Auto Mall Dr	38,641.90
10/19/2023	Check	FUTURE FORD INC - Remit-To: 650 Auto Mall Dr	30,993.46
10/20/2023	EFT Child Support	CASDU - California State Disbursement Unit (SDU)	1178.76
10/20/2023	Check	FUTURE FORD INC - Remit-To: 650 Auto Mall Dr	31,553.02
10/20/2023	Check	HUNT & SONS INC - Remit-To: PO BOX 101630	2,895.25
10/20/2023	Check	US BANCORP	14,615.46
10/20/2023	Check	VWR FUNDING INC - Remit-To: Po Box 640169	661.83
10/20/2023	Check	VWR FUNDING INC - Remit-To: Po Box 640169	235.18
10/20/2023	Check	VWR FUNDING INC - Remit-To: Po Box 640169	424.78
10/23/2023	Check	METRO MAILING SERVICES INC	2,442.92
10/23/2023	Check	US BANCORP	11,841.38
10/24/2023	Check	CONSOLIDATED COMMUNICATIONS OF CALIFORNIA COMPANY	150.70
10/24/2023	Check	CONSOLIDATED COMMUNICATIONS OF CALIFORNIA COMPANY	676.24

## Warrants October 2023

10/24/2023	Check	HARRIS INDUSTRIAL GASES	30.17
10/24/2023	Check	HARRIS INDUSTRIAL GASES	131.44
10/24/2023	Check	OPTIMUM	161.24
10/24/2023	Check	PATRICK J ROONEY	200.00
10/24/2023	Check	SOUTHWEST GAS CORP - Remit-To: PO BOX 24531	11.00
10/24/2023	Check	SPARK CREATIVE DESIGN	181.63
10/24/2023	Check	US BANK EQUIPMENT FINANCE	186.87
10/24/2023	Check	VERIZON WIRELESS - Remit-To: PO. BOX 660108	1,860.10
10/25/2023	Check	ALESHIRE & WYNDER LLP	3,105.00
10/25/2023	Check	CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	8,851.00
10/25/2023	Check	CITIBANK NA	72.10
10/25/2023	Check	CLARK, PATRICK SPENCER	1,500.00
10/25/2023	Check	DELTEK INC	247.20
10/25/2023	Check	DELTEK INC	255.44
10/25/2023	Check	FOOTHILL FIRE PROTECTION INC	1,212.99
10/25/2023	Check	HARRIS INDUSTRIAL GASES	222.21
10/25/2023	Check	HUNT & SONS INC - Remit-To: PO BOX 101630	2,752.93
10/25/2023	Check	SPARK CREATIVE DESIGN	1,393.08
10/25/2023	Check	THE LEGACY GROUP INC	2,936.40
10/25/2023	Check	THE LEGACY GROUP INC	3,121.46
10/25/2023	Check	VERIZON WIRELESS - Remit-To: PO. BOX 660108	73.68
10/26/2023	Check	BARTKIEWICZ, KRONICK & SHANAHAN	450.00
10/26/2023	Check	BUCKMASTER BUSINESS MACHINES	58.56
10/26/2023	Check	CLARKE MOSQUITO CONTROL PRODUCTS INC	7,107.47
10/26/2023	Check	FUTURE FORD INC - Remit-To: 650 Auto Mall Dr	403.20
10/26/2023	Check	FUTURE FORD INC - Remit-To: 650 Auto Mall Dr	1,278.29
10/26/2023	Check	RENTOKIL NORTH AMERICA INC - Remit-To: PO BOX 14084	7,840.00
10/26/2023	Check	TRUCKSMART INC - Remit-To: 6455 Pacific St	2,149.92
10/27/2023	Check	ARNAUDO BROS LP	2,249.10
10/27/2023	Check	BIOSEARCH TECHNOLOGIES INC	336.47
10/27/2023	Check	HAURY, RITA E	621.11
10/27/2023	Check	REGIONAL GOVERNMENT SERVICES AUTHORITY	83.31
10/27/2023	Check	RIEBES AUTO PARTS LLC	271.42
10/27/2023	Check	THE LEGACY GROUP INC	283.40
10/27/2023	Check	VWR FUNDING INC - Remit-To: Po Box 640169	469.83

# Placer Mosquito Vector Control District

## Budget to Actuals Fiscal Year to Date as of October 31st, 2023

Ledger / Spend Account	Budget	Actuals	Balance	% of Budget
40010:Taxes - Current Secured Property				
RC0010 Taxes - Current Secured Property (GL40010)	(64,339.00)	(64,983.83)	\$644.83	101.00%
40040:Taxes - Railroad Unitary Property				
RC0040 Taxes - Railroad Unitary Property (GL40040)	(97.00)	(93.67)	\$93.67	96.57%
40050:Taxes - Unitary and Op Non-Unitary Property				
RC0050 Taxes - Unitary & Op Non-Unitary Property (GL40050)	(2,409.00)	(2,469.93)	\$60.93	102.53%
40060:Taxes - Current Unsecured Property				
RC0060 Taxes - Current Unsecured Property (GL40060)	(1,171.00)	(1,239.42)	\$68.42	105.84%
40070:Taxes - Delinquent Secured Property	(1.00)	(0.13)	(\$1.00)	13.00%
40090:Taxes - Delinquent Unsecured Property				
RC0090 Taxes - Delinquent Unsecured Property (GL40090)	(16.00)	(0.13)	(\$15.87)	0.81%
40100:Taxes - Current Supplemental Property				
RC0110 Taxes - Current Supplemental Property (GL40100)	(1,683.00)	(21.47)	(\$1,661.53)	1.28%
40110:Taxes - Delinquent Supplemental Property	(1.00)	0	(\$1.00)	0.00%
40180:Other Taxes				
RC0270 Parcel Taxes (GL40180)	(350,064.00)	(339,697.50)	(\$10,366.50)	97.04%
42010:Investment Income				
RC0560 Interest / Investment Income (GL42010)	(10,000.00)	(17,634.39)	\$7,634.39	176.34%
42030:Short-Term Rents and Concessions	(6,000.00)	0	(\$6,000.00)	0.00%
44350:State Homeowners Property Tax Relief	(406.00)	0	(\$406.00)	0.00%
46030:Direct Charges				
RC1720 Direct Charges (GL46030)	(5,385,420.00)	(5,490,019.01)	\$104,599.01	101.94%
48030:Miscellaneous				
RC3080 Miscellaneous Other Revenue (GL48030)	(20,000.00)	(6,806.79)	(\$13,193.21)	34.03%
<b>Total Revenue</b>	<b>(5,841,607.00)</b>	<b>(5,922,966.14)</b>	<b>81,359.14</b>	<b>101.39%</b>
51010:Salaries and Wages				
SC1010 Salaries and Wages (GL51010)	2,383,746.88	697,787.40	\$1,685,959.48	29.27%
51040:Overtime and Call Back				
SC1040 Overtime and Call Back (GL51040)	16,049.13	9,064.48	\$6,984.65	56.48%
51210:Retirement	301,691.19	116,267.24	\$185,423.95	38.54%
SC1210 CalPERS (GL51210)		65,619.24		
SC1852 CalPERS (GL51210)		50,648.00		
51220:Payroll Tax				
SC1220 FICA (GL51220)	46,793.63	12,592.27	\$34,201.36	26.91%
51240:Other Postemployment Benefits (OPEB)				
SC1858 Other Post Employment Benefits (OPEB) (GL51240)	120,047.00	9,040.79	\$111,006.21	7.53%
51350:Emp Benefits Other Agencies				
SC1888 Employee Benefits Other Agencies (GL51350)	457,348.53	186,817.06	\$270,531.47	40.85%
51380:Other Benefits				
SC1897 Other Benefits (GL51380)	1,362.00	241.53	\$1,120.47	17.73%
52020:Pesticides				
SC2030 Poisons, Pesticides and Chemicals - Agricultural and Industrial (GL52020)	591,224.36	271,663.74	\$319,560.62	45.95%
52030:Clothing and Personal				
SC2040 Work Clothes (GL52030)	6,500.00	1,741.44	\$4,758.56	26.79%

# Placer Mosquito Vector Control District

## Budget to Actuals Fiscal Year to Date as of October 31st, 2023

Ledger / Spend Account	Budget	Actuals	Balance	% of Budget
52040:Communication Services Expense				
SC2085 Communication Services - Telephone (GL52040)	70,466.94	9,960.85	\$60,506.09	14.14%
52050:Food	800.00	0	\$800.00	0.00%
52060:Janitorial Supplies	1,592.34	0	\$1,592.34	0.00%
52080:Insurance				
SC2140 Insurance and Insurance Services (GL52080)	215,189.96	209,765.00	\$5,424.96	97.48%
52140:Parts				
SC2200 Automotive Accessories, Equipment and Parts (GL52140)	6,000.00	3,719.60	\$2,280.40	61.99%
52160:Maintenance	20,876.00	11,880.62	\$8,995.38	56.91%
SC2260 Equipment Maintenance & Repair Services for Vehicles (GL52160)		11,627.28		
SC2270 Equipment Maintenance & Repair Services for Equipment (GL52160)		253.34		
52161:Maintenance - Building				
SC2861 Maintenance - Building - 1099 Reportable (GL52161)	36,961.00	18,826.47	\$18,134.53	50.94%
52170:Fuels & Lubricants				
SC2340 Gasoline, All Types (GL52170)	51,750.00	20,076.28	\$31,673.72	38.79%
52180:Materials - Buildings & Improvements	1,500.00	0	\$1,500.00	
52190:Maintenance - Janitorial				
SC2430 Janitorial Management Services - 1099 Reportable (GL52190)	9,280.00	2,260.00	\$7,020.00	24.35%
52210:Services				
SC2455 Airplane/Helicopter Services NOC - 1099 Reportable (GL52210)	356,430.00	239,962.75	\$116,467.25	67.32%
52220:Laboratory Supplies	79,300.00	25,839.02	\$53,460.98	32.58%
SC2480 Clinical Laboratory Reagents and Tests (GL52220)		12,100.91		
SC2500 Gases, Lab / Medical / Welding (GL52220)		4,357.05		
SC2521 Laboratory Supplies (GL52220)		9,381.06		
52240:Professional / Membership Dues				
SC2550 Membership / Registration / Association / Warranties (GL52240)	30,745.00	28,859.00	\$1,886.00	93.87%
52245:Warranties	5,024.00	0	\$5,024.00	0.00%
52260:Misc Expense				
SC2570 Misc Expense (GL52260)	0	14,615.46	(\$14,615.46)	0.00%
52330:Other Supplies	15,918.00	1,218.79	\$14,699.21	7.66%
SC2650 First Aid and Safety Equipment and Supplies (GL52330)		795.37		
SC2660 Office Supplies (GL52330)		423.42		
52340:Postage				
SC2790 Postage (GL52340)	275.00	41.03	\$233.97	14.92%
52360:Professional and Special Services - General	175,731.88	98,867.49	\$76,864.39	56.26%
SC2820 Personnel Services - 1099 Reportable (GL52360)		6,297.60		
SC2840 Collection Charges - 1099 Reportable (GL52360)		81,185.52		
SC2860 SB2557 Property Tax Admin Costs (GL52360)		1,158.45		
SC2940 Consulting Services - 1099 Reportable (GL52360)		5,135.00		
SC2945 Uniform Rental and Laundry Services - 1099 Reportable (GL52360)		3,172.15		
SC3010 Alarm Services - 1099 Reportable (GL52360)		1,918.77		
52370:Professional and Special Services - Legal				
SC3130 Legal Services - 1099 Reportable (GL52370)	15,000.00	9,296.75	\$5,703.25	61.98%
52380:Professional & Special Services - Technical, Engineering & Environmental	39,911.00	22,672.15	\$17,238.85	56.81%
SC3150 Grounds Maintenance Services - 1099 Reportable (GL52380)		1,245.00		

# Placer Mosquito Vector Control District

## Budget to Actuals Fiscal Year to Date as of October 31st, 2023

Ledger / Spend Account	Budget	Actuals	Balance	% of Budget
SC3280 Security, Fire, Safety, and Emergency Services (GL52380)		461.00		
SC3320 Environmental and Ecological Services - 1099 Reportable (GL52380)		20,000.00		
SC3322 Hazardous Waste (GL52380)		966.15		
52390:Professional and Special Services - County	12,601.58	0	\$12,601.58	0.00%
52400:Professional and Special Services - Information Technology	148,066.00	31,209.05	\$116,856.95	21.08%
SC3370 Data Processing, Computer, Programming & Software Services (GL52400)		8,084.09		
SC3380 Computer Management Services - 1099 Reportable (GL52400)		23,124.96		
52440:Short-Term Rents and Leases - Equipment				
SC3460 Short-Term Equipment Rental or Lease Services (GL52440)	2,647.00	762.98	\$1,884.02	28.82%
52450:Short-Term Rents and Leases - Buildings & Improvements				
SC3480 Short-Term Real Property Rental or Lease (GL52450)	26,989.20	8,996.40	\$17,992.80	33.33%
52460:Small Tools & Instruments				
SC3530 Hardware and Related Items (GL52460)	17,500.00	12,517.23	\$4,982.77	71.53%
52480:PC Acquisition				
SC3560 Computers, Handheld, Laptop, and Notebook (GL52480)	19,550.00	5,918.38	\$13,631.62	30.27%
52520:Trustee Meetings Compensation				
SC3630 Trustee Meetings Compensation (GL52520)	8,400.00	2,700.00	\$5,700.00	32.14%
52560:Small Equipment	15,000.00	0	\$15,000.00	0.00%
52570:Advertising	75,156.88	40,994.30	\$34,162.58	54.55%
SC3890 Marketing Services - 1099 Reportable (GL52570)		40,695.58		
SC3895 Publications and Legal Notices (GL52570)		298.72		
52590:Tuition Reimbursement	4,000.00	0	\$4,000.00	0.00%
52785:Training / Education				
SC4000 Educational/Training Services - 1099 Reportable (GL52785)	8,450.00	1,479.00	\$6,971.00	17.50%
52790:Transportation and Travel	25,860.00	4,156.49	\$21,703.51	16.07%
SC4280 Travel & Transportation (GL52790)		3,925.34		
SC4290 Mileage (GL52790)		231.15		
52800:Utilities				
SC4340 Utilities (GL52800)	79,545.61	15,429.00	\$64,116.61	19.40%
53040:Lease Purchase Principal				
SC4720 Lease Purchase Principal (GL53040)	288,000.00	288,000.00	\$0.00	100.00%
53080:Lease Purchase Interest				
SC4760 Lease Purchase Interest (GL53080)	52,326.00	28,366.20	\$23,959.80	54.21%
<b>Total Expenses ( Non Capital Assets )</b>	<b>5,841,606.11</b>	<b>2,463,606.24</b>	<b>3,377,999.87</b>	<b>42.17%</b>
54450:Equipment	0	121,970.49		0.00%
SC2680 CA Aircraft and Airport Equipment (GL54450)		52,335.13		
SC5210 CA Vehicles, All Types (GL54450)		69,635.36		
<b>Total Capital Assets</b>	<b>0.00</b>	<b>121,970.49</b>	<b>(121,970.49)</b>	<b>0.00%</b>
<b>Total Expenses</b>	<b>5,841,606.11</b>	<b>2,585,576.73</b>	<b>3,256,029.38</b>	<b>44.26%</b>

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## Board Review and Ratification of Purchase of Two Replacement Trucks

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### Background:

During the 2023 season, two district vehicles were involved in vehicle accidents that resulted in those vehicles being deemed a total loss by the District's automobile damage insurance program. Historically, we would order replacement vehicles from local dealerships and have the purchase approved in advance by the Board. Unfortunately, local dealerships did not have sufficient new vehicles in stock, and ordering new vehicles was not an option due to on-going supply chain and labor issues affecting the production of small pickup trucks.

I reached out to President Gayaldo proposing that the District purchase used Ford Rangers instead of purchasing new. Because of the demand for used trucks, we found that dealerships were unable to hold used vehicles long enough for us to get Board preapproval for the purchases. Instead, President Gayaldo and I agreed that the District would purchase the used vehicles and submit the invoices to the board after the fact for ratification.

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### Fiscal Impact:

There is no fiscal impact to these purchases because the costs are being reimbursed by the District's auto insurance coverage program through the Vector Control Joint Powers Agency (VCJPA) up to \$50,000 per vehicle. Attached are invoices and purchase contracts for the purchase of the following vehicles:

- 2019 Ford Ranger Supercab \$38,641.90
  - 2021 Ford Ranger Supercab \$30,993.46
- 

### Staff Recommendation:

Staff recommends that the Board approve and ratify the purchases of two Ford Rangers as presented.

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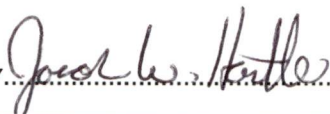
P97116

**INVOICE****Customer**

Name **PLACER MOSQUITO & VECTOR CONTROL DISTRICT**  
Address **2021 OPPORTUNITY DR**  
City **ROSEVILLE, CA 95678**

**Misc**

Date **9/28/2023**  
PO # **2400-005**  
VIN NUMBER# **KLB16075**  
Customer # **253968**

Qty	Description	Unit Price	TOTAL
1	<b>PURCHASE OF USED 2019 FORD RANGER SUPERCAB VIN: 1FTR1EH4KLB16075 MILES: 13,267</b>	<b>\$35,733.00</b>	<b>\$35,733.00</b>
	<b>DOC FEE</b>	<b>\$85.00</b>	<b>\$85.00</b>
RECEIVED BY 			

SUB TOTAL **\$35,818.00**TIRE FEE **\$0.00**DMV FEES **\$48.00**TAX 7.750% **\$2,775.90**BALANCE **TOTAL \$38,641.90****Payment**

Check

Comments

Name

CC #

Expires

Office Use Only

CONTACT DAVID DAHLE FOR ANY QUESTIONS..916-547-9620

PLEASE REMIT PAYMENT TO ADDRESS BELOW :

**650 AUTOMALL DRIVE, ROSEVILLE, CA 95661**



258427

## RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) <b>PLACER MOSQUITO &amp; VECTOR CONTROL DISTRICT</b> <b>2021 OPPORTUNITY DR</b> <b>ROSEVILLE, CA 95678</b> <b>COUNTY: PLACER</b> Cell: Email: <b>JAKEH@PLACERMOSQUITO.ORG</b>	Co-Buyer Name and Address (Including County and Zip Code) <b>N/A</b> Cell: Email:	Seller-Creditor (Name and Address) <b>FUTURE FORD LINCOLN</b> <b>650 AUTO MALL DR.</b> <b>ROSEVILLE, CA 95661</b> <b>916-786-3673</b>
--	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
<b>USED</b>	<b>2019</b>	<b>FORD RANGER</b>	<b>13267</b>	<b>1FTER1EH4KLB16075</b>	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ <u>0.00</u> is \$ <u>38641.90</u> (e)
<b>0.00 %</b>	<b>\$ 0.00 (e)</b>	<b>\$ 38641.90 (e)</b>	<b>\$ 38641.90 (e)</b>	<b>\$ 38641.90 (e)</b>
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ <b>N/A</b>	<b>N/A</b>		
One Payment of	\$ <b>N/A</b>	<b>N/A</b>		
One Payment of	\$ <b>N/A</b>	<b>N/A</b>		
<b>1</b>	\$ <b>38641.90</b>	<b>10/29/2023</b>		
<b>N/A</b>	\$ <b>N/A</b>	<b>N/A</b>		
One final payment	\$ <b>38641.90</b>	<b>10/29/2023</b>		
<b>Late Charge.</b> If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. <b>Prepayment.</b> If you pay early, you may be charged a minimum finance charge. <b>Security Interest.</b> You are giving a security interest in the vehicle being purchased. <b>Additional Information:</b> See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.				

STATEMENT OF INSURANCE		
<b>NOTICE.</b> No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.		
Vehicle Insurance		
	Term	Premium
\$ <b>N/A</b> Ded. Comp., Fire & Theft	<b>N/A</b> Mos.	\$ <b>N/A</b>
\$ <b>N/A</b> Ded. Collision	<b>N/A</b> Mos.	\$ <b>N/A</b>
Bodily Injury \$ <b>N/A</b> Limits	<b>N/A</b> Mos.	\$ <b>N/A</b>
Property Damage \$ <b>N/A</b> Limits	<b>N/A</b> Mos.	\$ <b>N/A</b>
Medical \$ <b>N/A</b>	<b>N/A</b> Mos.	\$ <b>N/A</b>
<b>N/A</b>	<b>N/A</b> Mos.	\$ <b>N/A</b>
Total Vehicle Insurance Premiums		\$ <b>N/A</b>
<b>UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.</b>		
You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.		
<b>PLACER MOSQUITO &amp; VECTOR CONTROL DISTRICT BY:</b> Buyer X <i>Joel W. Harte</i> Co-Buyer X <b>N/A</b> FUTURE FORD LINCOLN Seller X		

<b>Trade-In Payoff Agreement:</b> Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.
Buyer Signature X <b>N/A</b> Co-Buyer Signature X <b>N/A</b>

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
<input type="checkbox"/> Name of autobroker receiving fee, if applicable: <b>N/A</b>

<b>Agreement to Arbitrate:</b> By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.
PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY: Buyer Signs X <i>Joel W. Harte</i> Co-Buyer Signs X <b>N/A</b>

Buyer Signs X *Joel W. Harte* Co-Buyer Signs X **N/A**

**ITEMIZATION OF THE AMOUNT FINANCED** (Seller may keep part of the amounts paid to others.)

**1. Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories	\$	<b>35733.00</b>	(A)
1. Cash Price Vehicle	\$	<b>35733.00</b>	
2. Cash Price Accessories	\$	<b>N/A</b>	
3. Other (Nontaxable) Describe <b>N/A</b>	\$	<b>N/A</b>	
4. Other (Nontaxable) Describe <b>N/A</b>	\$	<b>N/A</b>	
B. Document Processing Charge (not a governmental fee)	\$	<b>85.00</b>	(B)
C. Emissions Testing Charge (not a governmental fee)	\$	<b>N/A</b>	(C)
D. (Optional) Theft Deterrent Device(s)			
1. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(D1)
2. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(D2)
3. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(D3)
E. (Optional) Surface Protection Product(s)			
1. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(E1)
2. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(E2)
F. EV Charging Station (paid to) <b>N/A</b>	\$	<b>N/A</b>	(F)
G. Sales Tax (on taxable items in A through F)	\$	<b>2775.90</b>	(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) <b>MVSC</b>	\$	<b>33.00</b>	(H)
I. (Optional) Service Contract(s)			
1. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(I1)
2. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(I2)
3. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(I3)
4. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(I4)
5. (paid to) <b>N/A</b>	\$	<b>N/A</b>	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to <b>N/A</b> (see downpayment and trade-in calculation)	\$	<b>N/A</b>	(J)
K. Prior Credit or Lease Balance (e) paid by Seller to <b>N/A</b> (see downpayment and trade-in calculation)	\$	<b>N/A</b>	(K)
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver	\$	<b>N/A</b>	(L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$	<b>N/A</b>	(M)
N. Other paid to <b>N/A</b> For <b>N/A</b>	\$	<b>N/A</b>	(N)
O. Other paid to <b>N/A</b> For <b>N/A</b>	\$	<b>N/A</b>	(O)
<b>Total Cash Price (A through O)</b>	\$	<b>38626.90</b>	(1)

**2. Amounts Paid to Public Officials**

A. Vehicle License Fees <b>ESTIMATE</b>	\$	<b>N/A</b>	(A)
B. Registration/Transfer/Titling Fees	\$	<b>15.00</b>	(B)
C. California Tire Fees	\$	<b>N/A</b>	(C)
D. Other <b>N/A</b>	\$	<b>N/A</b>	(D)
<b>Total Official Fees (A through D)</b>	\$	<b>15.00</b>	(2)

**3. Amount Paid to Insurance Companies** (Total premiums from Statement of Insurance)

4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee	\$	<b>N/A</b>	(4)
<b>5. Subtotal (1 through 4)</b>	\$	<b>38641.90</b>	(5)

**6. Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):	\$	<b>N/A</b>	(A)
Vehicle 1 \$ <b>N/A</b> Vehicle 2 \$ <b>N/A</b>			
B. Total Less Prior Credit or Lease Balance (e)	\$	<b>N/A</b>	(B)
Vehicle 1 \$ <b>N/A</b> Vehicle 2 \$ <b>N/A</b>			
C. Total Net Trade-In (A-B)	\$	<b>N/A</b>	(C)
Vehicle 1 \$ <b>N/A</b> Vehicle 2 \$ <b>N/A</b>			
D. Deferred Downpayment Payable to Seller	\$	<b>N/A</b>	(D)
E. Manufacturer's Rebate	\$	<b>N/A</b>	(E)
F. Other <b>N/A</b>	\$	<b>N/A</b>	(F)
G. Other <b>N/A</b>	\$	<b>N/A</b>	(G)
H. Other <b>N/A</b>	\$	<b>N/A</b>	(H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$	<b>N/A</b>	(I)
<b>Total Downpayment (C through I)</b>	\$	<b>0.00</b>	(6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

<b>7. Amount Financed (5 less 6)</b>	\$	<b>38641.90</b>	(7)
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**OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER.** A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term **N/A** Mos. **N/A**

Name of Agreement

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X **N/A**

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 11.

I1 Company **N/A**

Term **N/A** Mos. or **N/A** Miles

I2 Company **N/A**

Term **N/A** Mos. or **N/A** Miles

I3 Company **N/A**

Term **N/A** Mos. or **N/A** Miles

I4 Company **N/A**

Term **N/A** Mos. or **N/A** Miles

I5 Company **N/A**

Term **N/A** Mos. or **N/A** Miles

Buyer X **N/A**

**Trade-In Vehicle(s)**

**1. Vehicle 1**

Year **N/A** Make **N/A**

Model **N/A** Odometer **N/A**

VIN **N/A**

a. Agreed Value of Property \$ **N/A**

b. Buyer/Co-Buyer Retained Trade Equity \$ **N/A**

c. Agreed Value of Property

Being Traded-In (a-b) \$ **N/A**

d. Prior Credit or Lease Balance \$ **N/A**

e. Net Trade-In (c-d) (must be ≥ 0  
for buyer/co-buyer to retain equity) \$ **N/A**

**2. Vehicle 2**

Year **N/A** Make **N/A**

Model **N/A** Odometer **N/A**

VIN **N/A**

a. Agreed Value of Property \$ **N/A**

b. Buyer/Co-Buyer Retained Trade Equity \$ **N/A**

c. Agreed Value of Property

Being Traded-In (a-b) \$ **N/A**

d. Prior Credit or Lease Balance \$ **N/A**

e. Net Trade-In (c-d) (must be ≥ 0  
for buyer/co-buyer to retain equity) \$ **N/A**

**Total Agreed Value of Property**

Being Traded-In (1c+2c) \$ **N/A** \*

**Total Prior Credit or Lease**

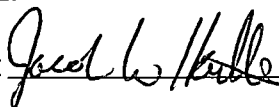
Balance (1d+2d) \$ **N/A** \*

**Total Net Trade-In (1e+2e)** \$ **N/A** \*

(\*See item 6A-6C in the Itemization of Amount Financed)

**OPTION:** ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before **N/A**, Year **N/A**.

SELLER'S INITIALS **N/A**

Buyer Signs X  Co-Buyer Signs X **N/A**



## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

### 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

#### GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

### d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

### e. What happens to returned insurance, maintenance, service, or other contract charges.

If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

#### 4. WARRANTIES SELLER DISCLAIMS

**If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.**

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

#### 5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.**

#### 6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

#### 7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

#### 8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

#### 9. NEGATIVE CREDIT REPORT NOTICE

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

#### CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

### **Seller's Right to Cancel**

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

### **ARBITRATION PROVISION**

#### **PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Buyer Signs X

Co-Buyer Signs X

N/A



**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

Buyer Signs X

Co-Buyer Signs X

N/A

**SELLER'S RIGHT TO CANCEL** If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

Buyer X

Co-Buyer X

N/A

**THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.**

**WARNING:**

**YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.**

**FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.**

**THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.**

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

S/S X

X

N/A

N/A

**Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.**

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

Buyer Signature X

Co-Buyer Signature X

N/A

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION**

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

Buyer Signature X

Date 09/29/2023

Co-Buyer Signature X

N/A

Date N/A

Buyer Printed Name PLACER MOSQUITO & VECTOR CONTROL DISTRICT

N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name \_\_\_\_\_ Title \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A

Address N/A

**GUARANTY:** To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A

Guarantor X N/A Date N/A

Address N/A

Address N/A

Seller Signs FUTURE FORD LINCOLN

Date 09/29/2023 By X

Title

Seller assigns its interest in this contract to 1 PAY

(Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☒ Assigned without recourse

☐ Assigned with limited recourse

Seller

By X FUTURE FORD LINCOLN

Title

102591\*1\*FFO-FI 09/29/2023 12:54 pm

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F101672A  
**INVOICE**

**Customer**

Name **PLACER MOSQUITO & VECTOR CONTROL DISTRICT**  
Address **2021 OPPORTUNITY DR**  
City **ROSEVILLE, CA 95678**

**Misc**

Date **10/6/2023**  
PO # **2400-004**  
VIN NUMBER# **MLD39027**  
Customer # **254119**

Qty	Description	Unit Price	TOTAL
1	<b>PURCHASE OF 2021 <i>JWH</i></b> <b>USED <del>2019</del> FORD RANGER SUPERCAB</b> <b>VIN: 1FTER1EH8MLD39027</b> <b>MILES: 22,111</b>	<b>\$28,634.68</b>	<b>\$28,634.68</b>
	<b>DOC FEE</b>	<b>\$85.00</b>	<b>\$85.00</b>
	<b>CERTIFIED</b> <b>RECEIVED BY <i>Joseph W. Kautz</i></b>		
SUB TOTAL			<b>\$28,719.68</b>
TIRE FEE			<b>\$0.00</b>
DMV FEES			<b>\$48.00</b>
TAX 7.750%			<b>\$2,225.78</b>
BALANCE TOTAL			<b>\$30,993.46</b>

**Payment**

Check

Comments

Name

CC #

Expires

BALANCE

Office Use Only

CONTACT DAVID DAHLE FOR ANY QUESTIONS..916-547-9620

PLEASE REMIT PAYMENT TO ADDRESS BELOW :

**650 AUTOMALL DRIVE, ROSEVILLE, CA 95661**



258495

## RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) <b>PLACER MOSQUITO &amp; VECTOR CONTROL DISTRICT</b> 2021 OPPORTUNITY DRIVE ROSEVILLE, CA 95678 COUNTY: PLACER Cell: Email: <b>JAKEH@PLACERMOSQUITO.ORG</b>	Co-Buyer Name and Address (Including County and Zip Code) Cell: Email:	Seller-Creditor (Name and Address) <b>FUTURE FORD LINCOLN</b> 650 AUTO MALL DR. ROSEVILLE, CA 95661 916-786-3673
--	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
<b>USED</b>	<b>2021</b>	<b>FORD RANGER</b>	<b>22111</b>	<b>1FTER1EH8MLD39027</b>	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ <b>0.00</b> is \$ <b>30993.46</b> (e)
<b>0.00</b> %	\$ <b>0.00</b> (e)	\$ <b>30993.46</b> (e)	\$ <b>30993.46</b> (e)	\$ <b>30993.46</b> (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ <b>N/A</b>	<b>N/A</b>		
One Payment of	\$ <b>N/A</b>	<b>N/A</b>		
One Payment of	\$ <b>N/A</b>	<b>N/A</b>		
<b>1</b>	\$ <b>30993.46</b>	<b>11/05/2023</b> Monthly beginning		
<b>N/A</b>	\$ <b>N/A</b>	<b>N/A</b>		
One final payment	\$ <b>30993.46</b>	<b>11/05/2023</b>		
<b>Late Charge.</b> If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. <b>Prepayment.</b> If you pay early, you may be charged a minimum finance charge. <b>Security Interest.</b> You are giving a security interest in the vehicle being purchased. <b>Additional Information:</b> See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.				

STATEMENT OF INSURANCE	
<b>NOTICE.</b> No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.	
Vehicle Insurance	
	Term Premium
\$ <b>N/A</b> Ded. Comp., Fire & Theft	<b>N/A</b> Mos. \$ <b>N/A</b>
\$ <b>N/A</b> Ded. Collision	<b>N/A</b> Mos. \$ <b>N/A</b>
Bodily Injury \$ <b>N/A</b> Limits	<b>N/A</b> Mos. \$ <b>N/A</b>
Property Damage \$ <b>N/A</b> Limits	<b>N/A</b> Mos. \$ <b>N/A</b>
Medical \$ <b>N/A</b>	<b>N/A</b> Mos. \$ <b>N/A</b>
<b>N/A</b>	<b>N/A</b> Mos. \$ <b>N/A</b>
Total Vehicle Insurance Premiums	\$ <b>N/A</b>
<b>UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.</b>	
You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.	
<b>PLACER MOSQUITO &amp; VECTOR CONTROL DISTRICT BY:</b> Buyer X <i>James B. Hottle</i> Co-Buyer X <b>N/A</b> FUTURE FORD LINCOLN Seller X	

**Trade-In Payoff Agreement:** Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X **N/A** Co-Buyer Signature X **N/A**

## AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: **N/A**

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY: *James B. Hottle* Co-Buyer Signs X **N/A**

Buyer Signs X *James B. Hottle* Co-Buyer Signs X **N/A**

**ITEMIZATION OF THE AMOUNT FINANCED** (Seller may keep part of the amounts paid to others.)**1. Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories \$ 28634.68 (A)

1. Cash Price Vehicle \$ 28634.68

2. Cash Price Accessories \$ N/A

3. Other (Nontaxable) Describe N/A \$ N/A

4. Other (Nontaxable) Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 85.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device(s)

1. (paid to) N/A \$ N/A (D1)

2. (paid to) N/A \$ N/A (D2)

3. (paid to) N/A \$ N/A (D3)

E. (Optional) Surface Protection Product(s)

1. (paid to) N/A \$ N/A (E1)

2. (paid to) N/A \$ N/A (E2)

F. EV Charging Station (paid to) N/A \$ N/A (F)

G. Sales Tax (on taxable items in A through F) \$ 2225.78 (G)

H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC \$ 33.00 (H)

I. (Optional) Service Contract(s)

1. (paid to) N/A \$ N/A (I1)

2. (paid to) N/A \$ N/A (I2)

3. (paid to) N/A \$ N/A (I3)

4. (paid to) N/A \$ N/A (I4)

5. (paid to) N/A \$ N/A (I5)

J. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (J)

(see downpayment and trade-in calculation)

K. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (K)

(see downpayment and trade-in calculation)

L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver \$ N/A (L)

M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (M)

N. Other paid to N/A For N/A \$ N/A (N)

O. Other paid to N/A For N/A \$ N/A (O)

**Total Cash Price (A through O)** \$ 30978.46 (1)

**2. Amounts Paid to Public Officials**

A. Vehicle License Fees ESTIMATE \$ N/A (A)

B. Registration/Transfer/Titling Fees \$ 15.00 (B)

C. California Tire Fees \$ N/A (C)

D. Other N/A \$ N/A (D)

**Total Official Fees (A through D)** \$ 15.00 (2)

**3. Amount Paid to Insurance Companies** (Total premiums from Statement of Insurance)

\$ N/A (3)

**4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee**

\$ N/A (4)

**5. Subtotal (1 through 4)**

\$ 30993.46 (5)

**6. Total Downpayment**

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ N/A (A)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) \$ N/A (C)

Vehicle 1 \$ N/A Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ N/A (E)

F. Other N/A \$ N/A (F)

G. Other N/A \$ N/A (G)

H. Other N/A \$ N/A (H)

I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (I)

**Total Downpayment (C through I)** \$ 0.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

**7. Amount Financed (5 less 6)**

\$ 30993.46 (7)

**OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER.** A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A

Name of Agreement \_\_\_\_\_

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X N/A

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A

Term N/A Mos. or N/A Miles

I2 Company N/A

Term N/A Mos. or N/A Miles

I3 Company N/A

Term N/A Mos. or N/A Miles

I4 Company N/A

Term N/A Mos. or N/A Miles

I5 Company N/A

Term N/A Mos. or N/A Miles

Buyer X N/A

**Trade-In Vehicle(s)****1. Vehicle 1**

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property

Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be  $\geq 0$  for buyer/co-buyer to retain equity) \$ N/A

**2. Vehicle 2**

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property

Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be  $\geq 0$  for buyer/co-buyer to retain equity) \$ N/A

**Total Agreed Value of Property**

Being Traded-In (1c+2c) \$ N/A\*

**Total Prior Credit or Lease**

Balance (1d+2d) \$ N/A\*

**Total Net Trade-In (1e+2e)** \$ N/A\*

(\*See item 6A-6C in the Itemization of Amount Financed)

**OPTION:** ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

Buyer Signs X Jacob L. Kalle Co-Buyer Signs X N/A



## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

### 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

#### GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

### d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

### e. What happens to returned insurance, maintenance, service, or other contract charges.

If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.



f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

#### 4. WARRANTIES SELLER DISCLAIMS

**If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.**

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

#### 5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.**

#### 6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

#### 7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

#### 8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

#### 9. NEGATIVE CREDIT REPORT NOTICE

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

#### CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.





### **Seller's Right to Cancel**

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

### **ARBITRATION PROVISION**

#### **PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

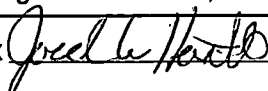
Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.





**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

Buyer Signs X

Co-Buyer Signs X

N/A

**SELLER'S RIGHT TO CANCEL** If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

Buyer X

Co-Buyer X

N/A

**THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.**

**WARNING:**

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

S/S X

X

N/A

N/A

**Notice to buyer:** (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

Buyer Signature X

Co-Buyer Signature X

N/A

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION**

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

PLACER MOSQUITO & VECTOR CONTROL DISTRICT BY:

Buyer Signature X

Date 10/06/2023

Co-Buyer Signature X

N/A

Date N/A

Buyer Printed Name PLACER MOSQUITO & VECTOR CONTROL DISTRICT

N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name \_\_\_\_\_ Title \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A

Address N/A

**GUARANTY:** To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A

Address N/A Address N/A

Seller Signs FUTURE FORD LINCOLN

Date 10/06/2023 By X

Title

Seller assigns its interest in this contract to 1 PAY

(Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☒ Assigned without recourse

☐ Assigned with limited recourse

Seller

By X FUTURE FORD LINCOLN

Title

102591\*1\*FFO-FI 10/06/2023 12:35 pm

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## Board Review and Consideration to Set Board Meeting Dates for January and February 2024

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### **Background:**

Regular Board meetings are normally held on third Mondays of the month. In 2024, two of those dates fall on District Holidays (January 1/15/24 and February 2/19/24).

To work around the holidays, we propose the following:

- Reschedule January meeting to January 29, 2024.
- Reschedule February meeting to February 26, 2024.

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### **Fiscal Impact:**

None.

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### **Staff Recommendation:**

Staff recommends the Board accept new dates for the regular Board Meetings for January and February meetings.

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## Board Review and Ratification of Contract with Jonathan Rupprecht for UAS Regulatory Work

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### **Background:**

Jonathan Rupprecht of Rupprecht Law, LLP. Works with the District on legal and regulatory issues involving the District's operation of unmanned aerial systems, commonly known as "drones". In preparation for planned drone projects in the next 12 months, the District needs the ability to operate our drones beyond visual line of sight (BVLOS) rather than keeping the drone within visual line of sight (VLOS) either by the pilot or a trained visual observer. In certain cases, often due to obstructions or flights over trees, it is not possible to maintain VLOS with reasonable ground crews and equipment. For the use cases we anticipate, Mr. Rupprecht has demonstrated with other clients that the FAA will accept other forms of air and ground risk mitigation other than VLOS.

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### **Fiscal Impact:**

The attached contract for research, preparation, and submission of a petition for exemption to allow BVLOS operations in the amount of \$10,000 was not anticipated in the current budget. Because this work will support development of novel mosquito control techniques to address invasive or other mosquito-borne threats, I suggest that \$10,000 be moved from the emergency designation to SC3130 Legal Services.

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### **Staff Recommendation:**

Staff recommends that the Board approve the attached contract and budget amendment as presented.

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## Public Information and Outreach Report

Reporting period: October 2023

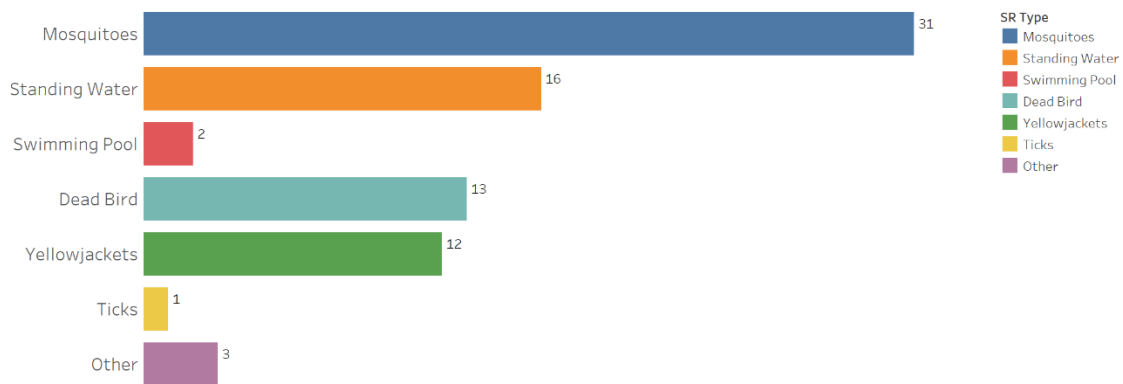
Prepared by: Meagan Luevano, Public Information Officer

### AT-A-GLANCE

- Presenting 2023 advertising analytic report.
- Held first pop up community event in Stanford for an invasives detection.
- All community events complete.
- Developing end of year report.

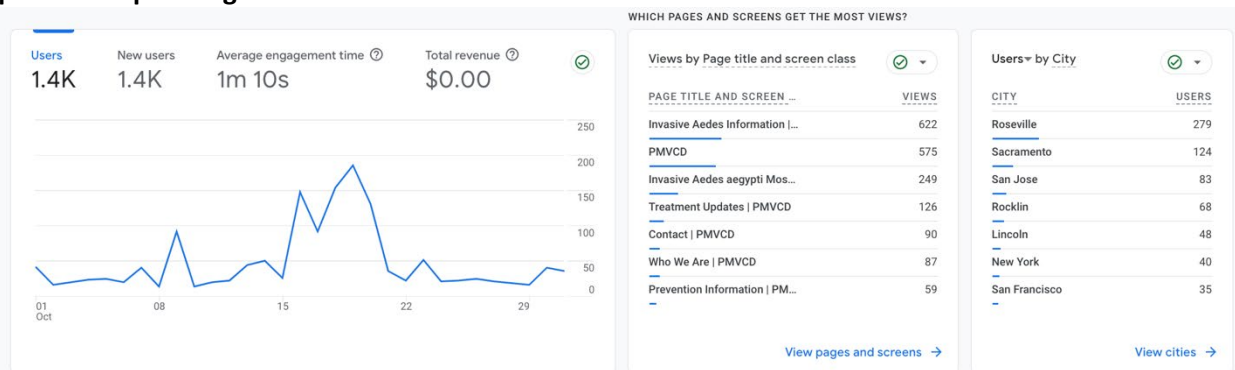
### SERVICE REQUESTS

In October 2023, a total of 78 service requests were submitted.



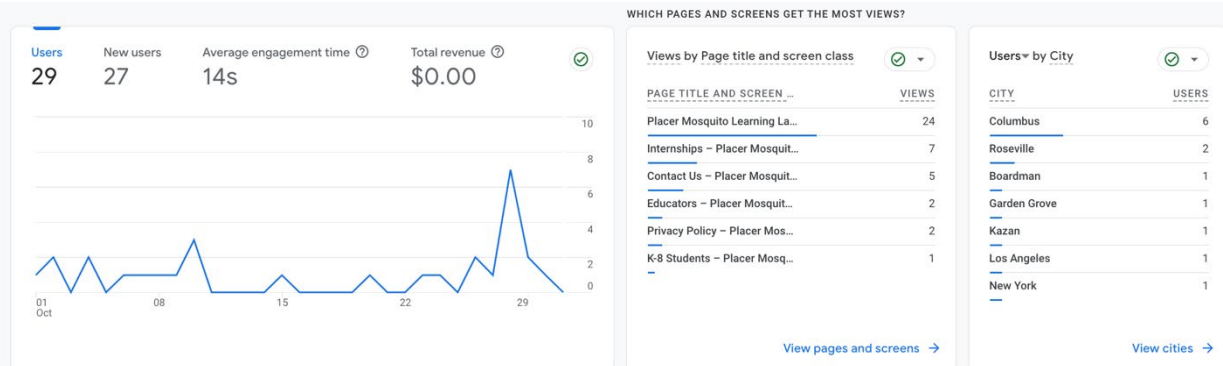
### WEBSITE ANALYTICS

placermosquito.org





placermosquitolearninglab.org



### CITY COUNCIL PRESENTATIONS

- All council presentation complete

### COMMUNITY OUTREACH AND EDUCATION EVENTS

- All community events complete.

### SCHOOL OUTREACH

- Planning for 2023/24 spring school assemblies and fall outreach

### ONGOING OUTREACH MATERIALS/SOCIAL MEDIA/ADVERTISING

- Weekly social media development
- Monthly eblasts
- Treatment notifications
- Invasive *Aedes* and West Nile virus strategic communications outreach

Profile	Audience	Net Audience Growth	Published Posts	Impressions	Engagements	Engagement Rate (per Impression)	Video Views
<b>Reporting Period</b>	<b>3,749</b>	<b>41</b>	<b>65</b>	<b>19,497</b>	<b>1,501</b>	<b>7.7%</b>	<b>1,789</b>
Oct 1, 2023 – Oct 31, 2023	↗ 1.1%	↗ 51.9%	↘ 12.2%	↗ 81.6%	↗ 156.6%	↗ 44.4%	↗ 25.1%
<b>Compare to</b>	<b>3,708</b>	<b>27</b>	<b>74</b>	<b>10,737</b>	<b>585</b>	<b>5.3%</b>	<b>1,430</b>
Sep 1, 2023 – Sep 30, 2023							
Placer Mosquito and ...	134	1	0	66	0	0%	0
@PlacerMosquito	1,162	0	18	1,155	24	2.1%	16
placermosquito	537	6	25	2,361	132	5.6%	2
Placer Mosquito & Ve...	1,837	33	22	15,915	1,339	8.4%	28
Placer Mosquito	79	1	0	—	6	—	1,743



### MEDIA RELATIONS

On October 30, in collaboration with Placer County, a press release confirming the first West Nile virus death in Placer County was sent out to the public and the media.

10/30/2023	SacBee	Online	<a href="https://www.sacbee.com/news/local/article281208963.html">https://www.sacbee.com/news/local/article281208963.html</a>	<i>West Nile Virus Death</i>
10/30/2023	CBS News	Online and Broadcast	<a href="https://www.cbsnews.com/sacramento/news/first-west-nile-virus-related-death-recorded-in-placer-county-in-5-years/">https://www.cbsnews.com/sacramento/news/first-west-nile-virus-related-death-recorded-in-placer-county-in-5-years/</a>	<i>West Nile Virus Death</i>
10/30/2023	Fox 40	Online and Broadcast	<a href="https://fox40.com/news/local-news/placer-county/placer-county-reports-first-west-nile-virus-related-death-since-2018/">https://fox40.com/news/local-news/placer-county/placer-county-reports-first-west-nile-virus-related-death-since-2018/</a>	<i>West Nile Virus Death</i>
10/30/2023	KCRA 3	Online	<a href="https://www.kcra.com/article/placer-county-confirms-1st-west-nile-virus-death-since-2018/45687629">https://www.kcra.com/article/placer-county-confirms-1st-west-nile-virus-death-since-2018/45687629</a>	<i>West Nile Virus Death</i>
10/30/2023	ABC 10	Online and Broadcast	<a href="https://www.abc10.com/article/news/local/lincoln/lincoln-man-dies-west-nile-virus-placer-county/103-3b66b0b4-4668-49e0-a138-c7feb7988f7d">https://www.abc10.com/article/news/local/lincoln/lincoln-man-dies-west-nile-virus-placer-county/103-3b66b0b4-4668-49e0-a138-c7feb7988f7d</a>	<i>West Nile Virus Death</i>

### PROFESSIONAL TRAININGS & CONFERENCES

- N/A

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# Field Operations and Surveillance Report

Prepared November 10, 2023

Assistant Manager: Jake Hartle

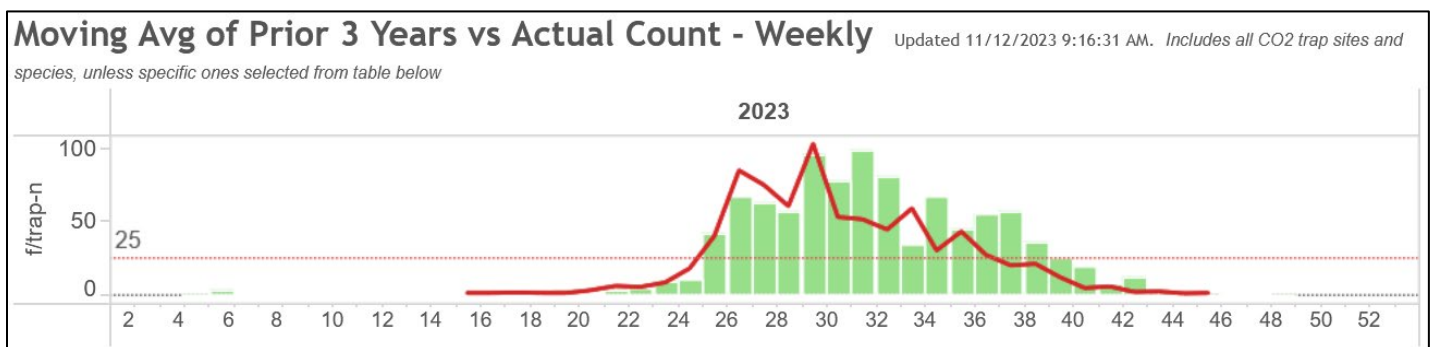
Contributors: Mike Ashey, Scott Schon, Phil Spinks

## Mosquito Surveillance & Vector-borne Disease Testing

### Adult Mosquito Abundance

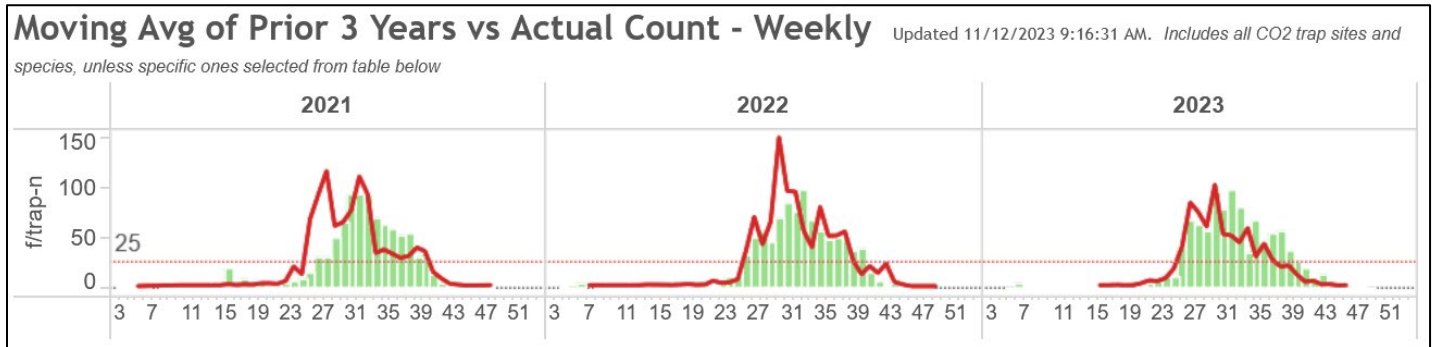
- Adult *Culex tarsalis* exhibited a decline in abundance starting in the middle of September, typically this decrease coincides with the draining of water from the rice (Figure 1). *Culex tarsalis* abundance was slightly lower than the previous three years (Figure 2).
- The abundance of *Culex pipiens* (primary sources include catch basins and the Sierra Pacific Industries mill), trended slightly lower than the 3-year average except for a spike of abundance during week 24 (Figure 3).
- On October 16, weekly mosquito surveillance switched from our peak mosquito season trap runs to our winter trap runs. During our peak season we set 60 weekly traps, for the winter season we reduce the number of weekly traps to 12.

**Figure 1.** *Cx. tarsalis* adult mosquito counts per trap night (red line), compared to the three-year average (green bars) by calendar week 2023. Week 46 is November 12-18.

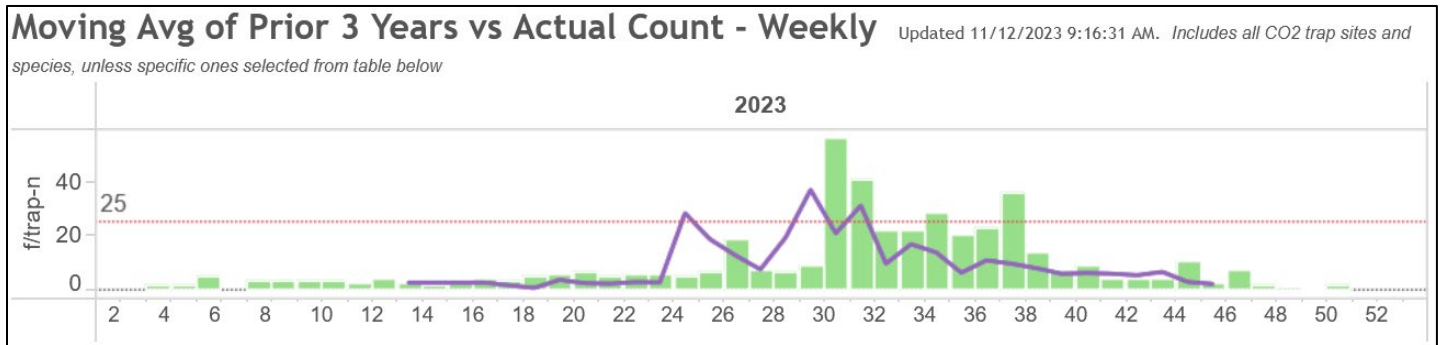




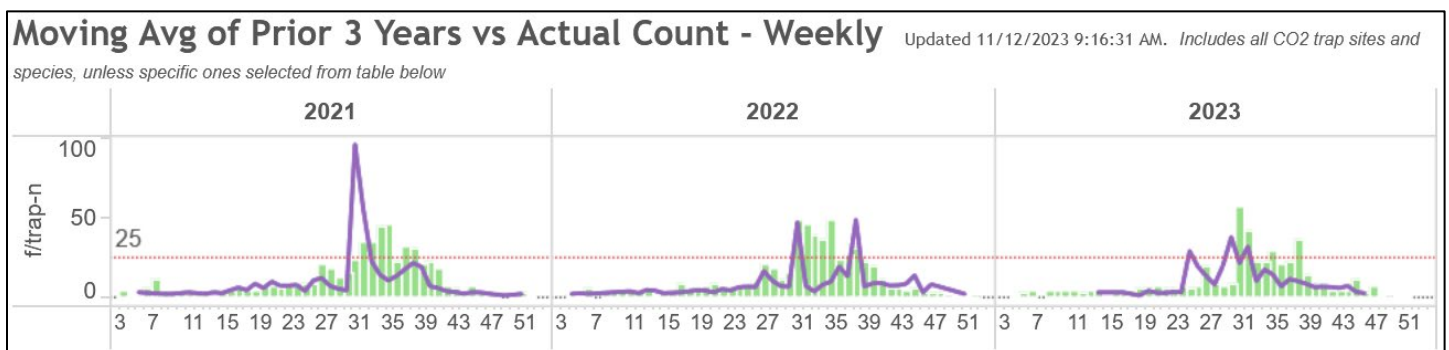
**Figure 2.** *Cx. tarsalis* adult mosquito counts per trap night (red line), compared to the 3-year weekly average (green bars) by calendar week of 2021 - 2023.



**Figure 3.** *Cx. pipiens* adult mosquito counts per trap night (purple line), compared to the 3-year weekly average (green bars) by calendar week of 2021 - 2023.



**Figure 4.** *Cx. pipiens* adult mosquito counts per trap night (red line), compared to the 3-year weekly average (green bars) by calendar week of 2021 - 2023.

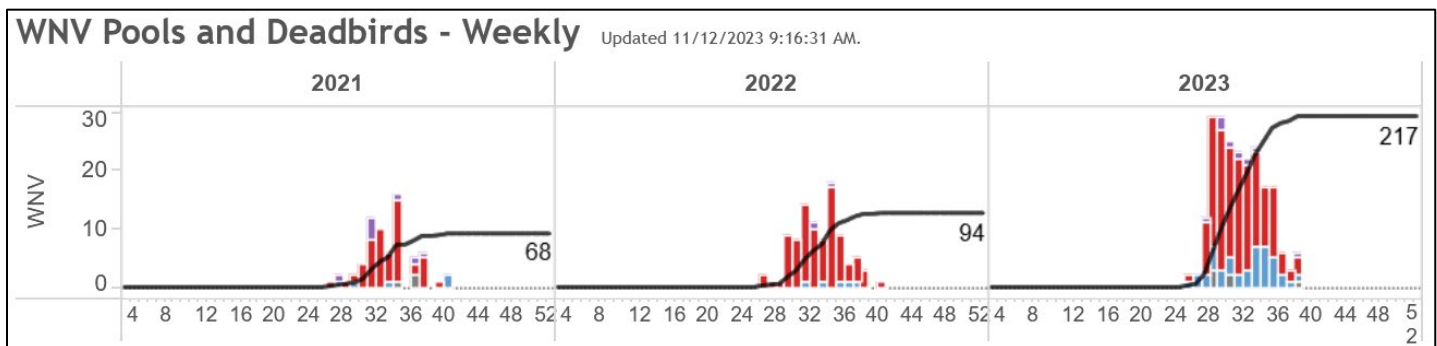


### Vector-borne Disease Testing

- During the 2023 mosquito season 1,812 *Culex spp.* mosquito samples were tested for West Nile virus (WNV), St. Louis encephalitis (SLE), Western equine encephalitis (WEE).
  - 10.2% of the samples tested positive for WNV, compared to 4.6% WNV positive samples in 2022.
  - There were no WEE positives mosquito samples and 1 positive SLE sample.
- In 2023, 41 out of 156 (26.2%) dead birds tested were positive for WNV. This is a substantial increase from 2022 and 2021, in both percentage of positive birds and of birds submitted (Figure 5).

Positive Detections 2022 & 2023 (January 1- November 10)			
	2022 WNV	2023 WNV	2023 SLE
Mosquito Samples	89/1926 (4.6%)	178/1871 (10.2%)	1/1812
Dead Birds	5/53 (9.4%)	41/156 (26.2%)	NA

**Figure 5.** Cumulative positive WNV samples for 2021 - 2023 (black line), weekly positive *Cx. tarsalis* WNV samples (red bars), weekly positive *Cx. pipiens* samples (purple bars), and weekly positive dead birds (blue bars) for 2021 - 2023.



### Vector-borne Disease Response and Operations

- Aerial Adulticide Treatments**
  - For the 2023 season, in response to high abundance of adult *Culex tarsalis* and positive West Nile virus mosquitoes, 15 aerial adulticide ultra-low volume (ULV) applications were made over 125,000 acres in rural and urban areas of western Placer County.

Acres Treated by Aerial Adulticide		
Year	Total Missions	Yearly Total Acres
2023	15	125,800
2022	19	127,947
2021	10	69,158
2020	13	105,142

- **Ground Adulticide Treatments**

- During the 2023 season, in response to a high abundance of positive West Nile virus mosquitoes, 32 ground adulticide truck applications were made in Placer County, covering almost 9,000 acres.
- In 2022, a total of 13 ground ULV applications were made, covering almost 5,363 acres.

Acres Treated by Ground Adulticide		
Year	Total Missions	Yearly Total Acres
2023	32	8,973
2022	13	5,363
2021	28	8,950

## Invasive Mosquito Detections, Response & Treatments

### Invasive Mosquito Detections

- Weekly invasive *Aedes* mosquito surveillance during the 2023 mosquito season (March – November).
  - Over 600 Biogents Sentinel traps baited with CO<sub>2</sub> and octanol lures were deployed at 360 trap sites throughout the county.
  - 195 invasive *Aedes aegypti* were found at 18 different locations, primarily in Roseville's Cherry Glen, Theiles Manor, Hillcrest, and Stanford neighborhoods.
    - The detection of *Aedes aegypti* mosquitoes in the Stanford neighborhood is a new occurrence for the year 2023.
  - In total 6,401 mosquitoes were trapped, consisting of 12 species of mosquitoes belonging to four different genera.

Species	Male	Female	Total
<i>Ae. aegypti</i>	73	122	195
<i>Ae. melanimon</i>	0	13	13
<i>Ae. sierrensis</i>	20	49	69
<i>An. franciscanus</i>	0	1	1
<i>An. freeborni</i>	2	104	106
<i>Cs. incidens</i>	5	214	219
<i>Cs. inornata</i>	0	16	16
<i>Cx. erythrothorax</i>	0	7	7
<i>Cx. pipiens</i>	285	4,131	4,416
<i>Cx. stigmatosoma</i>	1	148	149
<i>Cx. tarsalis</i>	11	1,179	1,190
<i>Cx. thriambus</i>	0	20	20
<b>Totals</b>	<b>397</b>	<b>6004</b>	<b>6401</b>

### Invasive Mosquito Response

- Five parcel inspection plans, totaling 229 properties, were created.
  - Technicians inspected 79% of these properties.
  - 15% of the properties are yet to be inspected, as we have not received a response from the occupants.
  - 6% of the properties did not permit access to the property to conduct the inspections.
- The teams located five locations with larvae production and a total of 49 eggs were collected.

Acres Treated by Ground Wide Area Larvicide Applications		
	2022	2023
Total Missions	34	35
Yearly Total Acres	2,119	2,676

### Invasive Mosquito Treatments

- The PMVCD team has carried out 35 wide-area treatments to reduce the spread of *Aedes aegypti*.
  - 23 treatments were comprehensive larvicide treatments that covered 2676 acres.
  - 12 missions were truck mounted ULV adulticide treatments that covered 1492 acres.
  - 50 In2care® traps have also been deployed to reduce mosquito production.

## Unmanned Aircraft Systems (UAS) Program

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### 2023 Treatments and Flights

- 101 total UAS flights.
- 7 manual larvicide missions.
- MG-1S spray drone could only conduct small manual flights.
- Received our new Hyllo AG-210 spray drone in October.

UAS Yearly Treatment Comparison			
	2021	2022	2023
Number of UAS Applications	30	17	7
Acres Treated	228	577	46.9
Pounds of Larvicide Applied	2,314	4,345	391.5

## Biological Control

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### Fisheries

- 693 applications totaling 17,223 (38.3 pounds) mosquitofish, *Gambusia affinis* stocked for biological control.
- Stocked over 3,600 (8 pounds) more mosquitofish than last year.
- Fry produced in-house was down substantially this year compared to last mainly from a lack in mature broodstock fish in spring.
- The district has collected over 47,000 mosquitofish to redistribute across the county and to overwinter.

Biological Control			
	2021	2022	2023
Number of Fish Applications	435	521	693
Number of Fish Stocked	10,180 (23 lbs.)	13,587 (30 lbs.)	17,223 (38 lbs.)
Number of Fry Reared In-house	16,855 (37 lbs.)	17,293 (38 lbs.)	2,293 (5 lbs.)
Wild Fish Harvested	27,900 (62 lbs.)	47,700 (106 lbs.)	57,600 (128 lbs.)

# General Manager's Report

Joel Buettner, General Manager

11/15/2023

- **Strategic Planning** involving nearly all staff and trustees was a great success. It was great to see so much interaction, cooperation, and hard work put in by everyone to help us define our goals and strategies for the next few years. We still have some work to do to finalize the details of our plan, but ended the day with five well defined goals that will have substantial impact on the District in the coming months and years. On behalf of the District, I want to thank Megan MacNee for her work as our facilitator and for the energy and leadership she brought to our strategic planning day.
- We wish the best to Elizabeth Slagboom, who has taken a Lab Tech position at Sac-Yolo MVCD. Elizabeth joined the District as a VCT I earlier this year and worked hard in our mosquito surveillance program this season. Thank you, Elizabeth, and best of luck.
- **General Manager Annual Evaluation** is scheduled for the December 18, 2023, board meeting. I will be providing my self-evaluation to the board ahead of that meeting.

## UPCOMING EVENTS

- MVCAC Planning Meeting – December 5-7, 2023 – Sacramento, CA
- MVCAC Annual Conference – January 20-24, 2024 – Monterey, CA
- AMCA Annual Conference – March 4-8, 2024 – Dallas, TX