

# OCEANO COMMUNITY SERVICES DISTRICT

## RESOLUTION NO.2014 - 13

### RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE REIMBURSEMENT AGREEMENTS FOR COSTS ASSOCIATED WITH UTILITY SERVICE REQUESTS

The following resolution is now offered and read:

**WHEREAS**, the Oceano Community Services District (hereinafter referred to as "District") operates a community water system and a community wastewater system; and

**WHEREAS**, from time to time, individuals, businesses and other organizations (hereinafter referred to individually as the "applicant") request the ability to connect to such systems and obtain the applicable utility service from the District; and

**WHEREAS**, engineering, financial, administrative and legal evaluations and other work (hereinafter referred to as "District Services") are often required in order to determine any conditions that may be necessary to accommodate a particular request for utility services before recommendations can be developed for consideration by the Board of Directors; and

**WHEREAS**, the costs incurred by the District in performing the District Services can vary depending on the nature of the request; and

**WHEREAS**, District Ordinance 2006-1 requires that "all costs and expenses incident to the installation and connection of water or other work" shall be paid by the Applicant; and

**WHEREAS**, establishing a reimbursement agreement between the District and the applicant that describes the scope of the District Services and the obligation of the applicant to pay all costs incurred by the District in connection with the District Services is necessary to ensure that the general District-wide taxpayers and/or existing utility customers do not pay these costs; and

**WHEREAS**, it is in the public interest to authorize the General Manager to enter into a reimbursement agreements for such District Services subject to the approval as to form and legal effect by District Counsel.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Directors of the Oceano Community Services District, as follows:

1. That the General Manager is authorized to sign reimbursement agreements for District Services associated with utility service requests in substantially the same form as the template attached hereto as Exhibit "A" and incorporated herein by this reference provided that the reimbursement agreements are approved as to form and legal effect by the District's legal counsel.

Upon motion of Vice President Lucey, seconded by Director White, and on the following roll call vote, to wit:

AYES: Vice President Lucey, Directors White, Angello & Blackburn, President Guerrero

NOES: None

ABSENT: None

ABSTAINING: None

the foregoing Resolution is hereby adopted on the 10th day of September, 2014.



\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Marie McGrath



# Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

## PURCHASE ORDER



Purchase Order #: 9314-100  
 Purchase Order Date: 09/03/2014  
 Customer ID: \_\_\_\_\_

**Bill To:**

OCEANO COMMUNITY SERVICES DISTRICT  
 P. O. BOX 599  
 OCEANO, CA 93475  
 ATTN: TONY MARRACCINO

**Ship To:**

OCEANO COMMUNITY SERVICES DISTRICT  
 1655 Front Street  
 Oceano, CA 93445

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			See Attached Specifications for a 2015 Ford - F550				

Subtotal	51,735.00
Tax	3,880.13
Shipping	
Miscellaneous	10.50
Balance Due	55,625.00

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

REMITTANCE  
 Customer ID: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

1655 Front Street  
 Oceano, CA 93445  
 • • • • •  
 Phone: 805-481-6730  
 Fax: 805-481-6836  
 Email: tony@oceanocsd.org

# Wondries

## FLEET GROUP

1247 W. Main Street, P.O. Box 3850 Alhambra, CA 91801  
(626) 457-5590 (626) 457-5593 Fax

August 11, 2014

Tony  
Oceano CSD

RE: Vehicle Proposal  
Line # 29

Dear Tony;

Wondries Fleet Group is pleased to offer the following proposal for your review and consideration:

2015 Ford F550 Chassis Cab w/ Dump Body  
(Per Attached Specification)

Selling Price.....\$	51,735.00
7.50 % Sales Tax.....\$	3,880.13
Tire Tax.....\$	10.50
Net Cost.....\$	55,625.00

10' x 3/4 yard dump body to mounted on existing 60" c.a. tow package, cab shield, spreader apron, fold down sides, Hi-tensile 10ga sides and ends, 1/4" AR400 floor, underbody subframe hoist with electric/hydraulic double acting pump, back up alarm, indicator lights, legals, flaps, painted white or black

Dump Specs: 10' ¾ yard capacity, drop down sides, LED lighting, AR400 Floor, Back up Alarm, Pintle Hitch mounted at 23", Square receiver mounted at 18", Electric Trailer Brake Controller, 7 way Trailer Plug, 8.8 Ton Crysteel Dump Hoist, No Rear Spreader Apron, No window in Front Bulkhead, Two each 36"x18"x18" Toolboxies Frame mounted in front of rear wheels, 1/4 Cab Shield.

FOB: Your Locations

Delivery: 120 to 180 Days ARO

This purchase is made available under the State of California Contract # 1-14-23-20E.  
Thank-you for the opportunity to offer this proposal to you and if you have any questions please call or email me.

Thank-you,  
Wondries Fleet Group



Mike Ladner



TOYOTA



HONDA

# E-TIPPER

No  
Window



Standard <b>2-3 YARD</b> Body Specifications				
Inside Length	8'1"	9'	<del>10'</del>	11'
Body Capacity, yards	2.2-3.2	<del>2.8-3.5</del>	2.0-3.2	2.4-3.8
Inside/Outside width, inches	<del>78/87</del>	87/96	78/87	87/96
Side Height, inches	14	12	10	10
Tailgate Height, inches	20	18	16	16
Body Weight, lbs.*	1300	1470	1425	1635

Standard <b>3-4 YARD</b> Body Specifications				
Inside Length	8'1"	9'	10'	11'
Body Capacity, yards	3.2-4.3	3.2-4.4	3.1-4.5	3.0-4.4
Inside/Outside width, inches	87/96	87/96	87/96	87/96
Side Height, inches	18	16	14	12
Tailgate Height, inches	24	22	20	18
Body Weight, lbs.*	1500	1565	1635	1700

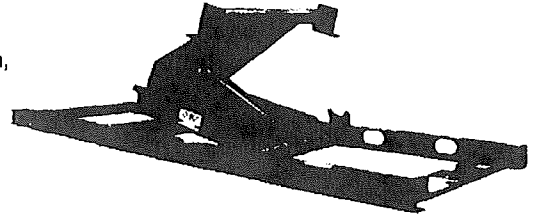
Standard <b>4-5 YARD</b> Body Specifications					
Inside Length	8'1"	9'	10'	11'	12'
Body Capacity, yards	3.9-5.0	4.0-5.2	<del>4.0-5.4</del>	3.9-5.4	3.8-5.4
Inside/Outside width, inches	87/96	<del>87/96</del>	87/96	<del>87/96</del>	87/96
Side Height, inches	22	20	18	16	14
Tailgate Height, inches	28	26	24	22	20
Body Weight, lbs.*	1555	1625	1700	1770	1870

# LO-BOY® HOISTS

## More Lifting Capacity

The time-tested and field-proven Lo-Boy hoist is engineered for easy installation, ease of operation, safety and long service life. Its low profile adds no body height, keeping the load low.

Four models are available for 8 to 14-foot bodies. All feature premium cylinders made from high-strength honed steel tubing and have chromed shafts, close-tolerance pistons and high-pressure seals. High-pressure hydraulics produce more power with less weight. The durable Lo-Boy hoist is backed by a 5-year warranty.

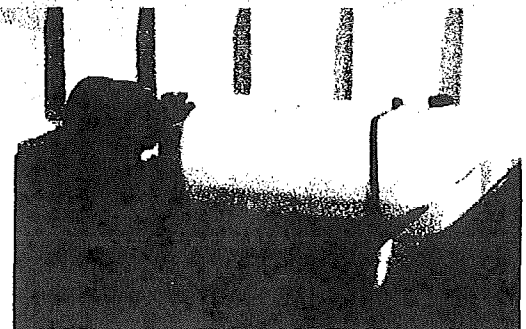


### Full Length Subframe

LB400, LB500, LB510 and LB520 hoists include a full length subframe for added strength and for added safety a body prop is factory installed. Each model is specifically designed to fit between the body longbeams for lower mounting heights and a lower center of gravity.

### High Pressure Hydraulics

- Double acting hydraulics provide power both up and down for better control of the load and for achieving exact dump angles
- Precision cylinders are high strength steel tubing, honed for a precise fit
- Hard chromed cylinder shafts
- Teflon® composite bearings on main hoist pivot and cylinder cross head never needs lubrication or maintenance



Body Length (ft)	8		9		10			11			12			14				
Cab to Axle (in)	60	72	72	60	84	84	72	60	96	96	84	72	108	96	84	132	120	108
Rear Overhang (in)	6**	6**	12**	16*	6**	12**	16*	28*	6**	12**	16*	28*	12**	16*	28*	12**	16*	28*
LB400 Capacity (tons)	5.9	5.2	5.9	7.2	4.6	5.2	6.2	8.6	N/R	4.6	5.5	7.2	N/R	4.9	6.2	N/R	N/R	N/R
LB500 Capacity (tons)	9.3	8.1	9.3	11.3	7.2	8.1	9.8	13.5	6.5	7.2	8.6	11.3	6.5	7.7	9.8	N/R	6.3	7.7
LB510 Capacity (tons)	11.2	9.8	11.2	13.7	8.7	9.8	11.8	16.3	7.8	8.7	10.4	13.7	7.8	9.3	11.8	N/R	7.6	9.3
LB520 Capacity (tons)	12.6	11.4	13.1	16	10.1	11.4	13.8	19	9.1	10.1	12.1	16	8.7	9.1	13.8	7.6	8.9	10.8

### LB400, LB500, LB510 & LB520 Specifications

Hoist Model	NTEA Class	Cylinder Bore • Stroke • Shaft (in)	Operating Pressure PSI	Mounting Height (in)	Min. Longbeam Height (in)	Subframe Height (in)	Approximate Weight (lbs)	Body Length (ft)
LB400	10/B	4 • 15.250 • 1.5	3250	9	5	3.75	425	8-12
LB500	20/C	5 • 15.250 • 2	3250	9.5	5	3.75	475	8-14
LB510	30/C	5.5 • 15.250 • 2	3250	10	5	3.75	525	8-14
LB520	40/C	5 • 21.625 • 2	3250	12	7	5.00	635	9-16

All Lo-Boy hoists mount low.

**Proposal for Tax Exempt Lease Purchase Financing**

**Date:** September 30, 2014  
**Customer:** Oceano Community Services District

The following is a proposal for financing for Oceano Community Services District, CA (“Customer”) regarding the equipment described herein (“Equipment”) by De Lage Landen Financial Services, dba De Lage Landen Public Finance LLC (“DLL”) for discussion purposes only.

*This proposal is an indication of interest regarding a possible financing transaction on the general terms and conditions outlined herein and should not be construed as a commitment.*

- This is a finance/ownership contract. \$1.00 purchase option at contract end.
- Title to the equipment must be in the name of the Customer, with a security interest granted to DLL.
- Fixed interest rate for the term of the contract.
- Cancellation for convenience or vendor non-performance is not permitted.
- Payment invoicing and contract servicing will be in the name of **DLL Public Finance**.

**Equipment:** 2014 Dodge Ram 550 Dump Truck

**Transaction Overview**

<b>Term:</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
<b>Acquisition Cost:</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>
<b>Down Payment:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Buy Out:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Principal Balance:</b>	<b>\$40,000*</b>	<b>\$40,000*</b>	<b>\$40,000*</b>
<b>Payment Mode:</b>	<b>Monthly</b>	<b>Monthly</b>	<b>Monthly</b>
<b>Interest Rate:</b>	<b>4.63%</b>	<b>4.83%</b>	<b>5.04%</b>
<b>Payment Factor:</b>	<b>.029804*</b>	<b>.022953*</b>	<b>.018890*</b>
<b>Payment:</b>	<b>\$1,192.16*</b>	<b>\$918.12*</b>	<b>\$755.60*</b>

*\*1<sup>st</sup> payment due at signing*

*\*\*Estimated. Subject to change.*

**Interest Rate Lock:** Interest rates and rate factors are valid for funding prior to 9/30/14 and indexed thereafter. The transaction must be funded prior to 9/30/14, or DLL reserves the right to adjust and determine a new Fixed Interest Rate

**Interest Rate Indexing:** If interest rate indexing is required as per the paragraph above, the interest rate will be indexed to the Securities Industry and Financial Markets Swap/Ask Index (formerly the BMA Swap/Ask Index) (“SIFMA Swap Ask Yield”). The interest rate and resulting payments will be determined ten (10) days prior to closing.

**General Terms and Conditions**

- De Lage Landen Public Finance LLC must fund this transaction prior to 9/30/14, or DLL reserves the right to adjust and determine a new Fixed Interest Rate.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986
- Failure to consummate this transaction once credit approval is granted and the financing documents are drafted and delivered to Customer may result in a documentation fee being assessed.
- All financing is subject to verification that all costs are eligible for inclusion in a tax exempt financing.
- Any proceeds used to payoff an existing lease or lease purchase agreement must be done via direct payment to the existing leasing company or finance company and based upon a written buyout quote.
- If state sales tax is applicable to the sale of the Equipment to the Customer, such tax is explicitly **NOT** the responsibility of DLL.
- Either DLL or Customer may terminate discussions at any time in its sole discretion.
- If made, an approval by DLL would be in a separate writing and would be subject to legal and business due diligence and credit review, with results satisfactory to DLL, in its sole discretion.
- Customer acknowledges that the terms of the financing (if approved) may change before the parties execute final documentation.
- No financing terms will be binding on either party until Customer and DLL sign definitive documentation.
- This Letter is not a statement of all terms and conditions of the financing, which terms and conditions would be contained fully in final documentation and would supercede the terms of this Letter.
- This Letter is intended for the use of the Customer only, and no other party may rely upon or derive any legal rights from this Letter.
- This Letter is valid for acceptance and funding prior to 9/30/14 and thereafter shall automatically be deemed to be null and void.

Thank you for the opportunity to present this proposal and for your thoughtful consideration.

**De Lage Landen Financial Services**

John J. D'Angelo

ACCEPTED:

**Oceano Community Services District, CA**

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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