

TWAIN HARTE COMMUNITY SERVICES DISTRICT

WATER – SEWER – FIRE – PARK
22912 Vantage Pointe Drive, Twain Harte, CA 95383
Phone (209) 586-3172 Fax (209) 586-0424

REGULAR MEETING OF THE BOARD OF DIRECTORS THCSD CONFERENCE ROOM 22912 VANTAGE POINTE DR., TWAIN HARTE March 8, 2023 9:00 A.M.

NOTICE: Public May Attend this Meeting In-Person.

The meeting will be accessible via ZOOM for anyone that chooses to participate virtually:

- Videoconference Link: <https://us02web.zoom.us/j/89317838544>
- Meeting ID: 893 1783 8544
- Telephone: (669) 900-6833

AGENDA

The Board may take action on any item on the agenda.

1. Call to Order

2. Pledge of Allegiance & Roll Call

3. Reading of Mission Statement

4. Public Comment

This time is provided to the public to speak regarding items not listed on this agenda.

5. Consent Agenda:

- A. Presentation and approval of financial statements through February 28, 2023
- B. Approval of the minutes of the Regular Meeting held on February 8, 2023.

6. New Business

- A. Annual review of Policy #1030 – Communications Policy.
- B. Discussion/action to approve proposed revisions to Policy #2031 – Vacation.
- C. Discussion/action to approve proposed revisions to Policy #3100 – Records Retention and Destruction.
- D. Discussion regarding potential impacts of proposed Tuolumne Utilities District water and sewer rate increase on District rates.

- E. Discussion/action to approve a revised Mutual Assistance and Administrative Services Agreement with Strawberry Fire Protection District.
- F. Discussion/action to adopt Resolution #23-04 – Designation of Applicant’s Agent Resolution for Non-State Agencies.
- G. Discussion/action to adopt Resolution #23-05 – Approval of a Fiscal Year 2022-23 Park Fund Budget Adjustment for the Tennis/Pickleball Courts Expansion, Ballfield LED Lights and Upgrades, and Skate Park Improvements Projects.
- H. Discussion/action to adopt Resolution #23-06 – Approval of Partial Purchase of the Twain Harte Community Center by the Fire Fund and Approving Fiscal Year 2022-23 Fire and Park Fund Budget Adjustments for said Purchase and Related Community Center Improvements Project.

7. Reports

- A. President and Board member reports.
- B. Fire Chief’s report.
- C. Water/Sewer Operations Manager’s report.
- D. General Manager’s report.

8. Closed Session

- A. Conference with Labor Negotiators pursuant to Government Code §54957.6
Agency Designated Representatives: General Manager Trott, Finance Officer Higgins and Fire Chief Gamez
Employee Organization: Stanislaus Consolidated Firefighters L3399, IAFF

9. Adjourn

HOW TO VIRTUALLY PARTICIPATE IN THIS MEETING

The public can virtually observe and participate in a meeting as follows:

- **Computer:** Join the videoconference by clicking the videoconference link located at the top of this agenda or on our website. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Smart Phone/Tablet:** Join the videoconference by clicking the videoconference link located at the top of this agenda OR log in through the Zoom mobile app and enter the Meeting ID# and Password found at the top of this agenda. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Telephone:** Listen to the meeting by calling Zoom at (4669) 900-6833. Enter the Meeting ID# listed at the top of this agenda, followed by the pound (#) key.

* NOTE: your personal video will be disabled and your microphone will be automatically muted.

FOR MORE DETAILED INSTRUCTIONS, CLICK [HERE](#)

SUBMITTING PUBLIC COMMENT

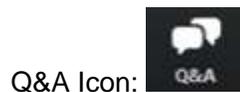
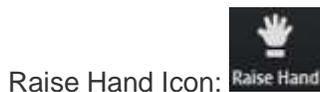
The public will have an opportunity to comment before and during the meeting as follows:

- **Before the Meeting:**

- Email comments to ksilva@twainhartecsd.com, write “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments.
- Mail comments to THCSD Board Secretary: P.O. Box 649, Twain Harte, CA 95383

- **During the Meeting:**

- Computer/Tablet/Smartphone: Click the “Raise Hand” icon and the host will unmute your audio when it is time to receive public comment. If you would rather make a comment in writing, you may click on the “Q&A” icon and type your comment. You may need to tap your screen or click on “View Participants” to make icons visible.



- Telephone: Press *9 if to notify the host that you have a comment. The host will unmute you during the public comment period and invite you to share comments.
- In-Person: Raise your hand and the Board Chairperson will call on you.

* NOTE: If you wish to speak on an item on the agenda, you are welcome to do so during consideration of the agenda item itself. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period. Persons speaking during the Public Comment will be limited to five minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. Except as otherwise provided by law, no action or discussion shall be taken/conducted on any item not appearing on the agenda. Public comments must be addressed to the board as a whole through the President. Comments to individuals or staff are not permitted.

MEETING ETIQUETTE

Attendees shall make every effort not to disrupt the meeting. Cell phones must be silenced or set in a mode that will not disturb District business during the meeting.

ACCESSIBILITY

Board meetings are accessible to people with disabilities. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (209) 586-3172.

WRITTEN MEETING MATERIALS

If written materials relating to items on this Agenda are distributed to Board members prior to the meeting, such materials will be made available for public inspection on the District’s website: www.twainhartecsd.com



Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	05A	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Presentation and Approval of Financial Statements through February 28, 2023		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Receive and approve the financial statements through February 28, 2023

SUMMARY:

This item presents the following Fiscal Year 2022-23 financial statements for all District Funds through February 28, 2023:

- Operating Expenditure Summary
- Capital Expenditure Summary
- Bank Balances – Including a summary of receipts and disbursements

As a general summary of the financial statements:

- Operating expenditures for all funds are below the target of 66.67% expended.
- Capital expenditures for all funds are below target levels, primarily because larger capital projects will be constructed in summer 2023, expending most of the budget at the end of the year. Some projects are anticipated to span this fiscal year and next fiscal year.
- Bank balances are healthy and as expected. All accounts have been reconciled.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Operating Expenditure Summary
- Capital Expenditure Summary
- Bank Balances – Including a summary of receipts and disbursements

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
22/23 OPERATING EXPENDITURE SUMMARY
As of February 28, 2023**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 66.67%)
Park	109,265	71,235	38,030	65.19%
Water	1,456,709	868,112	588,597	59.59%
Sewer	940,804	535,699	405,105	56.94%
Fire	1,162,298	757,272	405,026	65.15%
Admin	769,329	498,001	271,328	64.73%
TOTAL	\$ 4,438,405	\$ 2,730,319	\$ 1,708,086	61.52%

*Reflects Mid-Year Budget Rev - Approved 01/11/23

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
22/23 CAPITAL EXPENDITURE SUMMARY
As of February 28, 2023**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 66.67%)
Park	2,657,800	124,612	2,533,188	4.69%
Water	1,855,400	23,738	1,831,662	1.28%
Sewer	224,300	2,850	221,450	1.27%
Fire	581,390	153,410	427,980	26.39%
Admin		-	-	
TOTAL	\$ 5,318,890	\$ 304,610	\$ 5,014,280	5.73%

*Reflects Mid-Year Budget Rev - Approved 01/11/23

TWAIN HARTE COMMUNITY SERVICES DISTRICT
BANK BALANCES
As of February 28, 2023

Account	Beginning Balance	Receipts	Disbursements	Current Balance
U.S. Bank Operating**	1,289,488	108,692	(113,787)	1,284,393
Five Star Bank-Operating**	552,430	187,704	(214,721)	525,413
U.S. Bank - D Grunsky #1**	35,106			35,106
U.S. Bank - D Grunsky #2**	41,183			41,183
LAIF	3,005,969			3,005,969
TOTAL	\$ 4,924,176	\$ 296,396	\$ (328,508)	\$ 4,892,064

*Davis Grunsky reserve money restricted for Davis Grunsky Loan Payments

** In process of changing operating bank accounts



Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	05B	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Approval of the Minutes of the Regular Meeting Held on February 8, 2023		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Approve the minutes of the Regular Meeting held on February 8, 2023.

SUMMARY:

The California Government Code and District Policy #5060 (Minutes of Board Meetings) requires the District to keep a record of all its actions. As such, the District's Board Secretary prepared draft minutes for the Board's Regular Meeting held on February 8, 2023, in the format required by Policy #5060. The Board's responsibility is to review and approve the draft meeting minutes.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Minutes of the Regular Meeting held on February 8, 2023

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting
February 8, 2023

CALL TO ORDER: President Mannix called the meeting to order at 9:00 a.m. The following Directors, Staff, and Community Members were present:

DIRECTORS:

Director Mannix, President
Director Sipperley
Director Knudson

STAFF:

Tom Trott, General Manager
Neil Gamez, Fire Chief
Lewis Giambruno, Operations Manager
Carolyn Higgins, Finance Officer

AUDIENCE: 5 Attendees

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

Carol Hallet made a comment regarding the 2/7/23 Board of Supervisors Meeting where the topic of turning the El Dorado Hotel in Twain Harte into a homeless shelter.

Ron Ringen brought a suggestion to the board about a natural de-icing material to utilize that when it is icy that wouldn't erode the culverts.

PRESENTATIONS:

- A. Presentation of the Fiscal Year 2021-22 Audit Report by Blomberg and Griffin.

CONSENT AGENDA:

- B. Presentation and approval of financial statements through January 31, 2023.
- C. Approval of the minutes of the Regular Meeting held on January 11, 2023.
- D. Approval of Resolution #23-02 – Directing Preparation of the Engineer's Report for Continuation of the Fiscal Year 2023-24 Assessment for the Twain Harte Park and Recreation Maintenance District.
- E. Approval of Resolution #23-03 – Accepting the Fire Chief's 2022 Report of Annual Inspections of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

MOTION: Director Sipperley made a motion to accept the consent agenda in its entirety.

SECOND: Director Knudson

AYES: Mannix, Sipperley, Knudson

NOES: None

ABSTAIN: None

ABSENT: deGroot, Bohlman

NEW BUSINESS:

- A. Discussion/action to consider repairing and resurfacing the Twain Harte Tennis Courts with CaliClay or similar surface.

The Board provided direction to staff to move forward with repairing/resurfacing the Twain Harte Tennis Courts with Calicl原因 or similar surface and for GM Trott to prepare a budget adjustment as needed to be presented for review at the March 8, 2023 board meeting.

MOTION: Director Sipperley made a motion to move forward with repairing and resurfacing the Twain Harte Tennis Courts with a CaliClay or similar surface.

SECOND: Director Mannix

AYES: Mannix, Knudson, Sipperley

NOES: None

ABSTAIN: None

ABSENT: deGroot, Bohlman

- B. Discussion/action to consider a one-time waiver of specific requirements for Temporary employees set forth in Policy 2080 – Classification of Personnel.

MOTION: Director Sipperley made a motion to consider a one-time waiver of specific requirements for Temporary employees set forth in Policy 2080 – Classification of Personnel.

SECOND: Director Knudson

AYES: Knudson, Mannix, Sipperley

NOES: None

ABSTAIN: None

ABSENT: Bohlman, deGroot

- C. Discussion/action to establish goals and principles for the 2023 Water and Sewer Rate Study.

MOTION: Director Sipperley made a motion to establish goals and principles as presented for the 2023 Water and Sewer Rate Study.

SECOND: Director Knudson

AYES: Sipperley, Knudson, Mannix

NOES: None

ABSTAIN: None

ABSENT: Bohlman, deGroot

- D. Discussion/action to select the District's representatives for labor negotiations with represented and non-represented employees.

MOTION: Director Sipperley made a motion to select the District's representatives for labor negotiations with represented and non-represented employees as follows:

- **General Manager Tom Trott, Finance Officer Carolyn Higgins, and Fire Chief Neil Gamez to serve as the District's representatives for labor negotiations with Stanislaus Consolidated Firefighters L3399, IAFF.**
- **General Manager Tom Trott and Finance Officer Carolyn Higgins to serve as the District's representatives for labor negotiations for unrepresented fire employees.**

SECOND: Director Knudson

AYES: Mannix, Sipperley, Knudson

NOES: None

ABSTAIN: None
ABSENT: deGroot, Bohlman

REPORTS:

President and Board Member Reports

- *No report.*

Fire Chief Report by Chief Gamez

- *A verbal summary of the written report was provided by Chief Gamez.*
- *A verbal summary of the CERT written report was provided by Carol Hallet.*

Water/Sewer/Park Operations Report Provided by Operations Manager Giambruno

- *A verbal summary of the written report was provided.*

General Manager Report Provided by General Manager Trott

- *A verbal summary of the written report was provided.*

CLOSED SESSION: *The Board of Directors convened into closed session at 11:01 a.m.*

Liability Claims Liability Claims (Government Code Section 54956.95)

- A. Liability Claims (Government Code Section 54956.95)
Claimant: Tim Schwartz
Agency Claimed Against: Twain Harte Community Services District
- B. Conference with Labor Negotiators pursuant to Government Code §54957.6
Agency Designated Representatives: General Manager and/or other designated representative(s) selected in open session
Employee Organization: Stanislaus Consolidated Firefighters L3399, IAFF
- C. Conference with Legal Counsel – Anticipated Litigation:
Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
(1 case)

President Mannix reconvened the meeting into regular session at 12:03 p.m. with reportable action regarding closed session item A. Liability Claims by a motion from Director Sipperley to approve the claim filed by Tim Schwartz in the amount requested with the condition that Mr. Schwartz sign a waiver of any future liability. With a second from Director Knudson and a unanimous vote from Director Mannix, Director Sipperley and Director Knudson. Director deGroot and Director Bohlman are absent.

No other reportable action was taken.

ADJOURNMENT:

The meeting was adjourned at 12:03 p.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Eileen Mannix, President

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting
February 8, 2023

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MOTION: Director Sipperley made a motion to accept the consent agenda in its entirety.

SECOND: Director Knudson

AYES: Mannix, Sipperley, Knudson

NOES: None

ABSTAIN: None

ABSENT: deGroot, Bohlman

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SECOND: Director Mannix

AYES: Mannix, Knudson, Sipperley

NOES: None

ABSTAIN: None

ABSENT: deGroot, Bohlman

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MOTION: Director Sipperley made a motion to consider a one-time waiver of specific requirements for Temporary employees set forth in Policy 2080 – Classification of Personnel.

SECOND: Director Knudson

AYES: Knudson, Mannix, Sipperley

NOES: None

ABSTAIN: None

ABSENT: Bohlman, deGroot

- C. Discussion/action to establish goals and principles for the 2023 Water and Sewer Rate Study.

MOTION: Director Sipperley made a motion to establish goals and principles as presented for the 2023 Water and Sewer Rate Study.

SECOND: Director Knudson

AYES: Sipperley, Knudson, Mannix

NOES: None

ABSTAIN: None

ABSENT: Bohlman, deGroot

- D. Discussion/action to select the District's representatives for labor negotiations with represented and non-represented employees.

MOTION: Director Sipperley made a motion to select the District's representatives for labor negotiations with represented and non-represented employees as follows:

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SECOND: Director Knudson

AYES: Mannix, Sipperley, Knudson

NOES: None

ABSTAIN: None
ABSENT: deGroot, Bohlman

REPORTS:

President and Board Member Reports

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No other reportable action was taken.

ADJOURNMENT:

The meeting was adjourned at 12:03 p.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Eileen Mannix, President



Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	06A	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Annual Review of Policy #1030 – Communications Policy		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Accept the annual review of Policy #1030 – Communications Policy.

SUMMARY:

During a previous Board self-evaluation, the Board determined that an annual review of District Policy #1030 (Communications Policy) for the purpose of refresher training would help improve and maintain consistent communications in the District. The Board's Finance/Policy Committee reviewed the Policy and recommends that no changes be made at this time.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #1030 – Communications Policy

// **TWAIN HARTE COMMUNITY SERVICES DISTRICT**//
Policy and Procedure Manual

POLICY TITLE: Communications Policy
POLICY NUMBER: 1030
ADOPTED: July 12, 2012
AMENDED: 9/10/2015
LAST AMENDED: March 11, 2020

1030.10 PURPOSE

The purpose of this policy is to provide direction to Twain Harte Community Services District Board of Directors and staff in responding to various forms of public communication.

1030.20 PREPARATION

Prior to responding to any form of communication received from the public, another agency/business or the media, the following items must be considered:

1. Source. Identify who communicated the information and who the communication was specifically directed toward.
2. Topic. Determine the main objective of the communication and whether it is based on factual or false information.
3. Level of Importance. Evaluate the level of importance and the level of response needed, if any.
4. Sensitivity. Determine the level of interest in the community and the degree of sensitivity.
5. Timelines. Determine how quickly a response needs to be made.
6. Resolution. Attempt to identify any resolutions to keep issues from becoming long term or ongoing.
7. Form. Identify how the information was distributed (i.e. letter, public meeting, email, phone call, etc.).
8. Response Form. Identify the most appropriate form of response (i.e. individual letter, letter to all customers, website post, press release, media interview, etc.).
9. Responder. Identify the appropriate person to communicate the response.
10. Approval. Identify who needs to approve and/or review the response before release.

1030.30 COMMUNICATION AUTHORITY

Except as specifically described in this policy or as is necessary for the normal carrying out of staff job functions, all communications shall be approved or designated by the General Manager or approved by the Board of Directors. If communications received by the District are determined to have high importance and/or sensitivity, the General Manager may wish to consult with the Board to determine the best communication strategy.

1030.40 Public Comments at Board Meetings

1. Matters not on the Agenda. In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. The public may address the Board on any item not listed on the agenda and is within the Board's jurisdiction, under the agenda item "**Public Comment: This time is provided to receive information from the public.**" Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda. For public comments regarding items on the agenda, if the comment is erroneous and a staff person can correct the misstatement, staff is encouraged to do so.
2. Clarifications. If a staff person or Board member has some factual data that clarifies and or addresses the comment being made, the staff person or Board member shall respond/answer at that time, instead of waiting for the matter to be put on a future agenda. Public discussion, as in extended question and answer, debate and/or pontification is discouraged.

1030.50 Correspondence from Directors

1. Letters. Directors may wish to have letters/correspondence written to customers, businesses or other entities. Typically, the General Manager and/or Board President (decision made by the entire Board of Directors) shall be charged with transmitting the District's position on matters to the customers, businesses or other entities.
2. Disagreements. On occasion, Directors may disagree with a position the District has taken on an issue. In these instances, Directors may communicate their individual position as private citizens only (no use of title), and shall not use District letterhead or District staff to prepare such responses. If speaking as a Director, Directors shall comply with Section 1030.65 of this Policy.

1030.60 PUBLIC COMPLAINTS

1. Lowest Level. The Board of Directors desires that public complaints be resolved at the lowest possible administrative level and that the method for resolution of complaints be logical and systematic.
2. Definition. A public complaint is an allegation by a member of the public of a violation or misinterpretation of a District policy, state or federal statute of which

the individual has been adversely affected and shall be submitted in writing and signed by the person filing the complaint.

3. Method of Resolution. The individual with a complaint (“complainant”) shall first be directed to the department manager to discuss the matter with the objective of resolving the matter informally.
 - a. If the complainant is not satisfied with the disposition of the complaint by the department manager, the department manager shall refer the complainant to the General Manager. At the option of the General Manager, he/she may conduct conferences and take testimony or written documentation in the resolution of the complaint. The General Manager may document his/her decision in writing, with the complainant being provided a copy; otherwise the resolution or decision of the General Manager will take effect immediately after conferring with the complainant.
 - b. If the complainant is not satisfied with the disposition of the matter by the General Manager, he/she may request consideration by the Board of Directors by filing said request in writing within ten (10) days of receiving the General Manager’s decision. The Board may consider the matter at its next regular Board meeting or call a Special Meeting. In making a decision, the Board may conduct conferences, refer the matter to Committee, hear testimony, as well as utilize the transcripts of written documentation. The Board’s final decision shall be in writing with the complainant being provided a copy.
4. Responding To Public Complaints. When Directors receive a complaint or inquiry from the public regarding the District’s services and/or staff, the Director should acknowledge the complaint/inquiry without making any comment/promise as to what will happen on behalf of the District and forward the message to the General Manager. The General Manager shall either respond to the complaint or designate response to the appropriate staff member.
5. Speaking for the District. When Directors are asked the District’s position on an issue, the response should reflect the position of the District as a whole, based on Board action, policy or ordinance. A Director may clarify his/her vote on an issue by stating, “While I voted against XX, the District voted in support of it.” The General Manager has authority to speak on behalf of the District at all times. When communicating the District’s position, the General Manager’s communication shall be based solely on prior Board action, policy or ordinance.

A Board Director may represent the District at meetings or other venues if the entire Board first authorizes such representation through official Board action. When representing the District, the Director can state the District’s position, not their individual position on any issue.
6. No Prohibition. This policy is not intended to prohibit or deter a member of the community or staff member from appearing before the Board to verbally present

a testimony, complaint, or statement in regard to action of the Board, District programs and services, or impending considerations of the Board.

1030.70 MEDIA CONTACTS

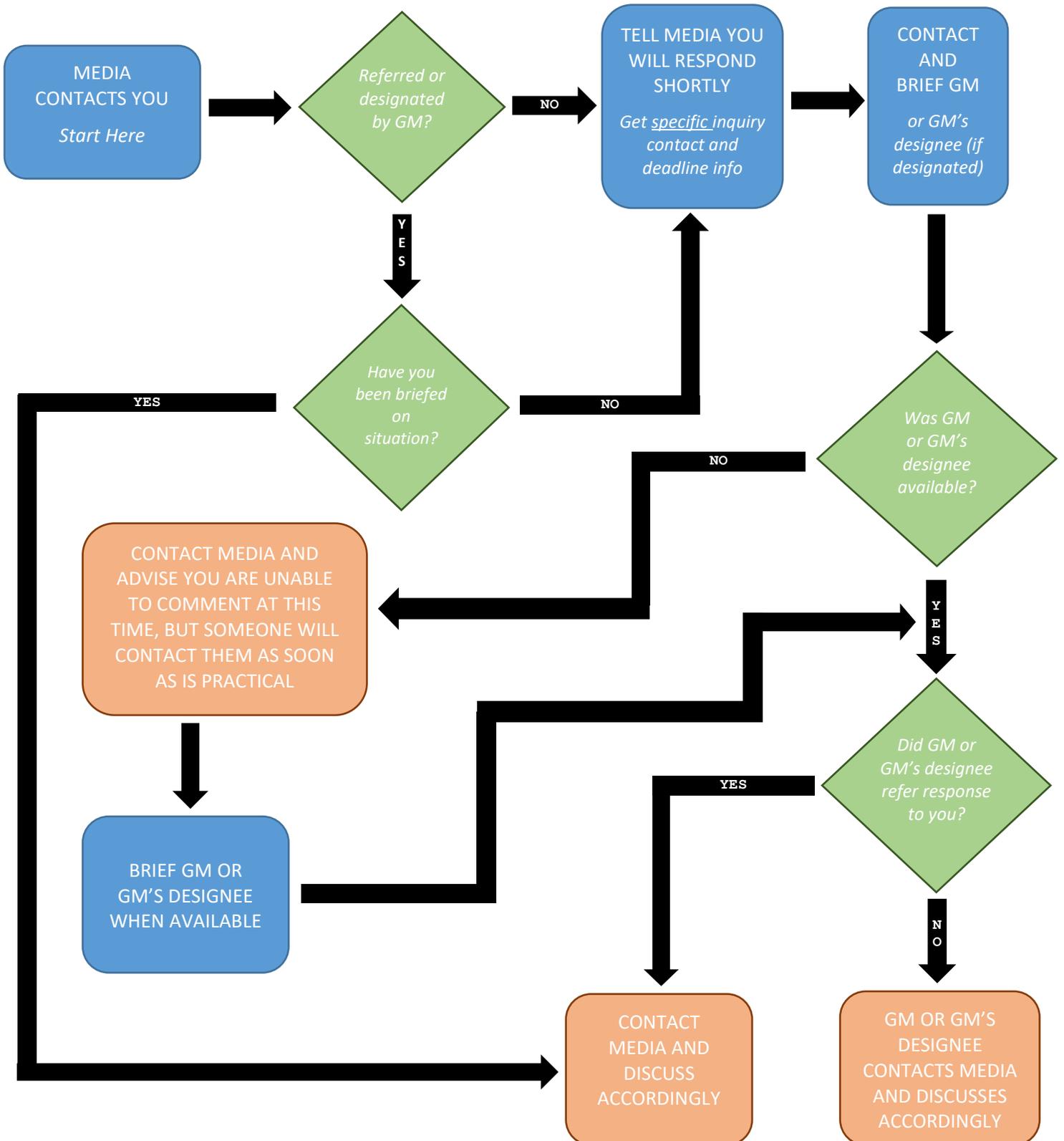
1. Authority. The General Manager has sole authority to contact and respond to media inquiries on behalf of the District. The General Manager may choose to designate personnel or Directors to speak to the media on behalf of the District for specific or routine District activities.

The Board of Directors may vote to designate media contact authority to a Director for a specific time frame in the event the General Manager is unavailable or specific circumstances warrant such action.

2. Referring Questions. In the event Directors or staff are approached for comment by the news media, they shall refer all inquiries to the General Manager in accordance with the attached Media Response Flow Chart.
3. No Admission of Legal Responsibility. No employee or Director shall have any right or authority to make any representation to members of the public or others that the District has legal responsibility for any action, omission or event causing injury, financial loss, damage or inconvenience to any person or property.

MEDIA RESPONSE FLOW CHART

Twain Harte Community Services District





Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	06B	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to approve proposed revisions to Policy #2031 – Vacation.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Approve proposed revisions to Policy #2031 – Vacation.

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2031 (Vacation) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2031 was adopted on July 10, 2008, and has never been amended from its original version.

In 2011, the District entered into a Collective Bargaining Agreement with the Communication Workers of America union. In 2014, the District entered into a Memorandum of Understanding with the International Association of Firefighters union. The two labor contracts define benefits for the District’s non-exempt, benefited employees. The benefits defined in these labor contracts prevail over those set forth in the District’s Personnel Polices (Series 2000 of the District Policy Manual), including Policy #2031. To maintain simplicity and fairness, the District adopted Resolution #16-19 in 2016, which applied labor contract benefits to benefited, exempt employees, including but not limited to holiday, vacation, sick, dental, health, vision, uniform allowance, retirement and other miscellaneous benefits.

As a result of the labor contracts and Resolution #16-19, the Finance/Policy Committee found that Policy #2031 (Vacation) needed to be revised so that the Policy is consistent with the vacation provisions in the current labor contracts. Existing policy requirements not addressed in the labor contracts remained the same. Revisions also included a reorganization of the policy for clarity.

The Finance/Policy Committee recommends that the Board adopt the attached proposed revisions to Policy #2031 – Vacation.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #2031 – Vacation (Original Version)
- Policy #2031 – Vacation (Proposed Revisions w/Redlines)
- Policy #2031 – Vacation (Proposed Revisions w/o Redlines)

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Vacation
POLICY NUMBER: 2031
ADOPTED: July 10, 2008
REVISIONS:

2031.10 This policy shall apply to regular, exempt and introductory employees in all classifications.

2031.20 Paid vacations shall be accrued monthly according to the following schedule:

2031.21 After the first year of continuous work, 10 days, 2 shifts for shift personnel.

2031.22 2 through 5 years of service, 10 days, 2 shifts for shift personnel

2031.23 6 through 9 years of service, 15 days; 3 shifts for shift personnel

2031.24 10 through 15 years of service, 20 days; 4 shifts for shift personnel

2031.24 16th year of service and all years following, 25 days; 5 shifts for shift personnel

2031.30 Regular employees who have completed their introductory period may take their vacation time all at once, or in increments of 1 hour or more. No vacation may be accrued or taken until the employee has completed their introductory period, unless approved by the Department Head and General Manager.

2031.40 The time during which an employee may take vacation shall be approved by the Department Head or General Manager. If the requirements of the District are such that part or all of an employee's vacation must be deferred beyond a particular calendar year, the employee may take this vacation during the following calendar year.

2031.50 Employees can accrue up to a maximum of two (2) years of earned vacation time. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

2031.60 At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

2031.70 The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.

2031.80 If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

2031.90 Introductory employees shall not accrue vacation time during the introductory period. However, if an introductory employee becomes a regular employee of the District after twelve (12) months of employment with the District, the period which the employee occupied introductory status shall be included in calculating his/her entitlement to vacation with pay.

2031.91 Vacations are provided by the District to employees and are intended to be a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee.

2031.92 The District does not permit advances against paychecks or against unearned vacation time. However, the District realizes that, at times, emergencies arise and employees may need additional funds above their ordinary pay. While the District desires employees to use accumulated vacation time, at the discretion of the employee's supervisor or General Manager, employees may request such pay from accumulated vacation time. The payment of earned vacation time will be limited to 50% of their earned vacation. It should be understood that the hardship should be for urgent and substantial reasons.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Vacation
POLICY NUMBER: 2031
ADOPTED: July 10, 2008
AMENDED:
LAST AMENDED:

2031.10 PURPOSE

The purpose of this policy is to establish vacation time for benefited employees as a paid period of exemption from work for the purpose of rest, relaxation and recreation. Paid vacation time is a benefit and is intended to aid in maintaining the long-term and consistent productivity and contentment of the employee.

2031.20 ELIGIBILITY

Paid vacation time is subject to the following eligibility requirements:

1. Benefited Employees. Only classifications of employees that are eligible for District benefits are eligible to accrue and use paid vacation time.
2. Introductory Employees. Benefited Introductory Employees are eligible to accrue paid vacation time, but may only use accrued paid vacation time after they have served six months of continuous service in the benefited position.

2031.30 ACCRUAL

Paid vacation shall be accrued on a prorated basis in each pay period in accordance with the following:

1. Full-Time Benefited Employees. Full-Time Employees will accrue the following number of paid vacation days per year (1 Day is equivalent to 8 hours):
 - 0-5 Years of Continuous Service – 10 days
 - After Employee's 5th Service Anniversary – 15 Days
 - After Employee's 10th Service Anniversary – 20 Days
 - After Employee's 15th Service Anniversary – 25 Days

2. Part-Time Benefited Employees. Part-Time Benefited Employees will accrue the same number of paid vacation days as Regular Full-Time Employees, except that 1 Day will not be equivalent to 8 hours. Instead, it will be prorated based on the employee's number of normally scheduled hours in a forty-hour work week.
3. Full-Time Benefited Fire Shift Employees. Full-Time Fire Shift Employees will accrue the following number of paid vacation tours per year (1 Tour is equivalent to 48 hours):
 - 0-5 Years of Continuous Service – 2 Tours
 - After Employee's 5th Service Anniversary – 3 Tours
 - After Employee's 10th Service Anniversary – 4 Tours
 - After Employee's 15th Service Anniversary – 5 Tours
4. Employees can accrue up to a maximum of two (2) years of earned vacation time. Once this cap is reached, no further paid vacation time will accrue until paid vacation is used. Paid vacation time will only begin to accrue again once total accrued vacation time is below two (2) years of earned vacation time. There is no retroactive grant of vacation time for the period of time the accrued vacation time was at the cap.

2031.40 APPROVAL

Use of an employee's accrued paid vacation time is subject to the approval of the Department Head or General Manager. The Department Head or General Manager may reject specific requests to utilize paid vacation time in order to ensure sufficient District operations. All such determinations will be at the discretion of the Department Head or General Manager.

2031.50 GENERAL REQUIREMENTS

Paid vacation time is subject to the following general requirements:

1. Vacation for Illness. The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.
2. Holidays During Vacation. If a paid District holiday falls on a workday during a regular employee's vacation period, that day shall be considered as a paid holiday and not vacation time. If a paid District holiday falls on a workday during a fire shift employee's vacation period, that employee shall receive 8 hours of holiday pay and will be required to use accrued vacation time for the remainder of work hours for that day.

2031.60 PAY-OUT OF ACCRUED VACATION TIME

Although the District desires employees to use accrued vacation time to improve quality of life and work, employees may be receive compensation for accrued vacation time. Compensation for accrued vacation time shall be subject to the following:

1. Requested Pay-Out. An employee may request compensation for accrued vacation time as follows:
 - a. Fire Employees: Up to 96 hours per fiscal year.
 - b. Administrative/Operations Employees: Up to 120 hours per fiscal year
2. Termination. At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.
3. Payment. All payments for vacation time will be paid during the next regular payroll process after the request for compensation is approved. The District will not grant advance payments for unearned vacation time.

~~2031.10 This policy shall apply to regular, exempt and introductory employees in all classifications.~~

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~~or all of an employee's vacation must be deferred beyond a particular calendar year, the employee may take this vacation during the following calendar year.~~

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TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: **Vacation**
POLICY NUMBER: **2031**
ADOPTED: **July 10, 2008**
AMENDED:
LAST AMENDED:

2031.10 PURPOSE

The purpose of this policy is to establish vacation time for benefited employees as a paid period of exemption from work for the purpose of rest, relaxation and recreation. Paid vacation time is a benefit and is intended to aid in maintaining the long-term and consistent productivity and contentment of the employee.

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 - a. Fire Employees: Up to 96 hours per fiscal year.
 - b. Administrative/Operations Employees: Up to 120 hours per fiscal year
2. Termination. At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.
3. Payment. All payments for vacation time will be paid during the next regular payroll process after the request for compensation is approved. The District will not grant advance payments for unearned vacation time.



Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	06C	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to approve proposed revisions to Policy #3100 – Records Retention and Destruction.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.10</u>		

RECOMMENDED ACTION:

Approve proposed revisions to Policy #3100 - Retention Policy

SUMMARY:

District policy #3100 (Records Retention and Destruction) provides guidance regarding the retention or disposal of the District records, ensuring compliance with legal and regulatory requirements. Approval and destruction of records is to occur on an annual basis or as necessary.

While working toward development of a central paper filing and records management system (Strategic Plan Objective 5.10), staff identified several types of records that needed to be included and or revised in the existing Policy #3100. Proposed revisions are attached.

The Board's Finance/Policy Committee recommends that the Board adopt the proposed revisions to Policy #3100 – Records Retention and Destruction.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #3100 – Retention Policy (Redlines Version)

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Records Retention & Destruction
POLICY NUMBER: 3100
ADOPTED: November 10, 2011
AMENDED: 5/12/2021, 9/14/2022
LAST AMENDED: September 14, 2022

3100.10 PURPOSE

The purpose of this policy is to provide staff guidance regarding the retention or disposal of Twain Harte Community Services District (District) records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

3100.20 AUTHORITY

This policy and schedule govern the retention and disposal of District records pursuant to the provisions of California Government Code §61061(c) and §60200 – §60203.

The General Manager is authorized by the District Board of Directors to interpret and implement this policy, and to cause to be destroyed any or all such records, papers and documents that meet the qualifications governing the retention and disposal of records, specified herein.

3100.30 DEFINITIONS

1. **LIFE:** The inclusive or operational or valid dates of a document. Signified by an “L” in the Records Retention Schedule (Appendix A).
2. **PERMANENT:** The requirement to keep a record indefinitely without destroying it. Signified by a “P” in the Records Retention Schedule (Appendix A).
3. **RECORD:** Any paper, bound book or booklet, card, photograph, drawing, chart, blueprint, map, tape, microfilm, or other document (regardless of physical form or characteristics) produced, received, owned or used by the District in the conduct of its operations. See California Government Code §6252(g) for more information.
4. **RECORDS RETENTION SCHEDULE:** The consolidated, approved schedule and/or list of all District records which timetables the life and disposal of all records. Included in this policy as Appendix A.

5. **RETENTION PERIOD:** The length of time a record is required to be kept by the District without being destroyed, expressed in years. Unless specified otherwise, the retention period begins when a document is approved, complete or received in its final form. Finance record retention periods begin at the end of the fiscal year in which records were created.

3100.40 NON-RECORDS

The following are not considered records and may be destroyed at any time without authorization of the Board or General Manager and without copying to photographic or electronic media:

1. Duplicates.
2. Preliminary drafts, worksheets, internal notes not necessary as verification on the completed draft.
3. Intra-agency memoranda which are not retained by the District in the ordinary course of business.
4. Telephone messages, shorthand notes, steno tapes, other temporary mechanical recordings.
5. Letters of transmittal or form letters which require no follow-up action.
6. Routine acknowledgements, answers to inquiries.
7. Advertising Literature, circulars, 3rd class mail.
8. Superseded or outdated publications, forms, directories, etc.
9. Notes of appreciation, congratulations, etc.
10. Announcements, bulletin board notices.

3100.50 RECORDS RETENTION REQUIREMENTS

3100.51 Records Retention Schedule: Appendix A contains the District's Records Retention Schedule, which provides minimum time periods for retaining categories of District records. Indefinite retention periods (periods not labeled "Permanent") are based on any minimum retention requirements established by law and the maximum period of time the District deems each type of record could reasonably affect any interest of the District or public.

3100.52 Records not Listed: Originals of records, papers and documents that do not fall under one of the records categories in the Records Retention Schedule and were prepared or received in any manner other than pursuant to State or Federal statute shall be retained for a minimum of two (2) years prior to destruction.

3100.53 E-mail Retention: The District's electronic mail ("e-mail") system is intended as a medium of temporary communication only and should not be used to store or maintain correspondence and other documentation considered to be public records per the California Public Records Act (Gov. Code § 6250-6276.48).

However, some e-mails and/or their attachments may be considered public records. The following retention requirements apply to District e-mails:

1. E-mails as Public Records: “Public records” include any writing containing information relating to the conduct of District business prepared, owned, used or retained by the District regardless of physical form or characteristics. If an e-mail (including attachments) meets the definition of a public record, it must be retained in accordance with the retention periods specified in this policy and the Records Retention Schedule (Appendix A), based on type of record.
2. E-mails as Non-Records: E-mails that can be considered non-records (see Section 3100.40) are not required to be retained. Employees are encouraged to delete documents which are not otherwise required to be kept by law or whose preservation is not necessary or convenient to the discharge of duties or the conduct of the District’s business. Examples of e-mail messages that are generally not considered public records may include:
 - Personal messages not related to official District business.
 - Messages with attached copies or extracts of documents distributed for convenience or reference (with the original documents being preserved according to the District’s Records Retention Policy).
 - Messages that are essentially cover notes or distribution slips.
3. Responsibility for E-Mail Retention: Generally, the District employee who sends or receives an e-mail that qualifies as a public record should be the person responsible for preserving that e-mail. Employees responsible for a particular program or project file shall also be responsible for preserving all e-mail they send or receive related to that program or project. District employees may print and file hard copies of e-mail messages that must be retained. Employees may also save e-mail messages electronically, in electronic folders separate from their regular e-mail inboxes. All e-mail messages retained electronically must be easy to retrieve, view and print out.
4. Determination of Public Record: The General Manager or their designee will assist employees in determining whether an e-mail message is required to be retained and/or is necessary or convenient to the discharge of duties or the conduct of the District’s business.
5. Claims/Lawsuits: Any e-mail messages that relate to a claim or a potential claim against the District must be preserved. Likewise, any e-mail messages that may relate to a lawsuit filed against the District, even if a subpoena or court order for such e-mail messages has not yet been issued, must be preserved. The District has a duty to preserve any relevant data when there is even a hint of possible litigation.

6. Requests for E-mail Records: In the event a records request or subpoena is made for e-mail, the employees having control over such e-mail, once they become aware of the request or demand, shall use their best efforts, by any reasonable means available, to temporarily preserve any e-mail which is in existence until it is determined if such e-mail is subject to preservation, public inspection or disclosure.
7. Other Electronic Communication: For the purposes of this section, e-mail also includes messages sent through a wireless phone or other electronic device that ends up as e-mail or text message to or from any District employee as long as such message pertains to the District's business.

3100.60 RECORDS DESTRUCTION

3100.61 No Destruction of Records in Use: In no instances are records, papers, or documents to be destroyed where there is a continuing need for such records for such matters as pending litigation, special projects, etc.

3100.62 E-mail Destruction: The District's e-mail system will automatically delete all e-mail messages in employee's inboxes that are greater than (2) years old. E-mail messages saved in electronic folders as public records will not be deleted.

3100.63 Destruction of Records: Keeping numerous records after a certain period of time is not necessary for the effective and efficient operation of the District and does not provide any benefit to the interests of the District or public. Therefore, records, papers or documents **which are not expressly required by law** to be filed and preserved may be destroyed if **all** the following conditions are met:

1. The record's retention period has been met, pursuant to this policy and the Records Retention Schedule (Appendix A).
2. The District finds the category of records listed in the policy may be destroyed after specified retention periods because the record's destruction is not found to have an adverse effect on any interest of the District or of the public.
3. Records must be approved for destruction by the General Manager on a form authorizing said destruction. The form shall include a general inventory of the documents to be destroyed by category that reasonably identifies the information in the records destroyed.

3100.64 Destruction Timing: Approval and destruction of records is to occur on an annual basis or as necessary. Destruction of records shall be in a manner that does not compromise privacy or other confidential information.

Appendix A Records Retention Schedule

FILING SYSTEM COLOR CODE KEY	
COLOR CODE	RETENTION PERIOD
GREEN	3
YELLOW	5
ORANGE	7
RED	10
PURPLE	P (Permanent)
PINK	L (Life)

Record	ADMINISTRATION	
	Retention Period	Description/Examples
Agreements		
Agreements	P	Not Capital Improvement ¹ MOU's Contracts
Board of Directors		
Board Meeting Materials	3	Agendas, Board Packets ²
Board Legal Documents	7	Election Materials/Results ³ Ethics Training/Certificate ⁴ Form 700 ⁵ Oaths of Office ⁶
Minutes	P	⁷
Resolutions and Ordinances*	P	*If the resolution or ordinance has been repealed, it may be destroyed or disposed 5 years after it was repealed. ⁸
Policies	P	*If the policy has been repealed, it may be destroyed or disposed 5 years after it was repealed. ⁹
Capital Improvement Projects		
Final Project Documents	P	Bid Docs/Results Agreements/Contracts Design Drawings (Originals) Permits CEQA Surveys ¹⁰
Unaccepted Bids/Proposals	3	¹¹
Correspondence		
Correspondence	3	Support Letters Agency Correspondence ¹²

Customer Files		
Customer Files	P	Incode Files Liens and Releases Work Orders Water/Sewer Hook Up Forms ¹³
District Documents		
District Documents	P	District Formation Documents District Reorganization/Changes Boundaries LAFCO Documents ¹⁴
District Insurance		
Claims	3	Damage Claims Against the District
Policy Documents	10	Property/Liability Insurance
Reports	10	Accident, Incident Reports ¹⁵
District Property – ‘Real Property’		
Agreements	P	Agreements, Contracts, Leases ¹⁶
Surveys	P	District Boundaries Property Surveys Survey Maps ¹⁷
Real Property Interests Documentation	P	Annexations Detachments Grant Deeds Easements Encroachments ¹⁸
Grants		
Unsuccessful Grants	3	
Successful Grants*	P	*Refer to funding agreement for required documents.
Legal		
Litigation*	L+2	*Any pending claim or litigation or any settlement other than a disposition of litigation. ¹⁹
Legal Counsel/Opinion	3	²⁰
Operating Procedures		
Operating Procedures	L+3	SOP's, SOG's ²¹
Records Management		
Filing Structure/Inventory	L	
Public Records Request	3	²²
Records Destruction	P	Destruction approval/inventory form
Vehicle & Equipment Maintenance		
Vehicle & Equipment Maintenance	L	Title / Registration Inspection/Maintenance Records ²³

Record	FINANCE	
	Retention Period	Description/Examples
Accounting Records		
Accounting Records	10	Accounts Payable/ Receivable ²⁴ Annual Financial Reports Audit (Working Files) ²⁵ Billing Reports ²⁶ Bills/Invoices ²⁷ Cash Receipts Depreciation Schedule Fuel Logs Ledgers / Journals Petty Cash Purchase Orders Sales Tax Report
<u>General Ledger</u>	<u>P</u>	<u>General Ledgers</u>
Banking		
Banking	10	Deposits ²⁸ Reconciliation ²⁹ Statements (With copies of checks) Checks, Stubs ³⁰
Cost of Services/Financing		
Cost of Services/Financing	P	Rates and Charges / Prop 218 Documents Taxes/Fees Assessments/ <u>Engineers Reports</u> Bonds Loans ³¹
Final Audit Report		
Final Audit Report	P	
Final Budget		
Final Budget	P	Operating/Capital Improvement Budget Salary Schedule ³²
Payroll		
Federal/State Reports	10	W-2's, W-4's, 1099's Quarterly & Year End Reports ³³
Reports	10	Direct Deposit Workers Comp Retirement – CalPERS / 457 Overtime Vacation, CTO, Sick Leave ³⁴
Additional Payroll Documents	10	Deductions ³⁵ Registers ³⁶

		Timesheets ³⁷ Garnishments ³⁸
Record	PERSONNEL	
	Retention Period	Description/Examples
Employee Records		
Resumes/Job Applications	3	Non-successful candidates ³⁹
Employee Training Records	L+5	⁴⁰
Personnel Files	L+5	Training Certifications Performance Evaluations Employment Apps, Resumes Tests, Changes Terminations Medical Leave <u>Unemployment Claims</u> <u>Disability Insurance Claims</u> DMV Pull Notices/Reports Disciplinary Actions ⁴¹
Human Resources		
Employee Programs	3	EAP Recognition ⁴²
Job Descriptions	L+3	⁴³
CA & Federal Employment Notices	5	
Insurance		
Employee Benefits	7	Benefit Plans Health Insurance Programs COBRA ⁴⁴
Union		
Employee Rights	3	Grievances Sexual harassment Civil rights
Agreements	P	MOU
Correspondence	3	
Workers Compensation Claims		
Workers Compensation Claims	P	⁴⁵

Record	OPERATIONS	
	Retention Period	Description/Examples
As Built and Facility Drawings		
As Built and Facility Drawings	P	
Operations/Maintenance Records		
Operational	10	SWTP/Well Records Lift Station Pumping ⁴⁶
Maintenance	10	Manhole Inspections Sewer Line Cleaning Pump Maintenance ⁴⁷
Regulatory/Compliance		
Permits	P	Water Supply Permit Permit to Operate OSHA State Health Permit Compressor Permit ⁴⁸
Water Testing Analysis	P	
Reports – Regulatory Inspection	P	Hazardous Waste Inspections
Reports – Regulatory Compliance	3	Backflow SSO's CCR Annual Report
Inspection Reports	10	FERC Facility DWR/CDPH County OSHA
Operation Plans	P	ERP SSMP BSSP SWTP/GW OP

Record	FIRE	
	Retention Period	Description/Examples
Emergency Management & Response		
Emergency Planning	L+3	Mutual Aid Plans Response Plans Evacuation Plans Business Pre-Plans
Incidents	3	Mutual Aid Incidents Strike Team Patient Care Records Reports - Dispatch & Incident ⁴⁹
Fire Safety		
Business Pre Plans	L+3	
Fire Codes & Manuals	L+3	⁵⁰
Inspections / Citations	L+3	Building, Business, Vacant Lots ⁵¹
Investigations	P	
Plans	L+3	Fire Alarm, Sprinkler
ISO Ratings	L+3	
Operations		
Daily Station Logs	P	Activities, Engine Company
Inventory & Supplies	L	⁵²
Operational Logs/Journals	3	Pass-down logs Training logs ⁵³
Permits	L+3	Confined Space Other Permits
Volunteer Programs		
Volunteer Programs	L+3	CERT Intern Programs Reserve Programs Operational Support Unit

FOOTNOTES

ADMINISTRATION

¹ CCP 337

CCP 337.2

CCP 343

² GC 34090

GC 34090.5

³ GC 53235.2

⁴ GC 81009b, 81009g

⁵ GC 81009e

GC 81009b

⁶ GC 34090

29 USC 1113

⁷ GC 34090

GC 40801

⁸ GC 34090d

GC 40806

GC 40801

GC 60201

⁹ GC 34090d

GC 40806

GC 40801

GC 60201

¹⁰ GC 34090

CCP 337.15

¹¹ GC 60201(d)(11)

¹² GC 34090d

¹³ GC 34090

¹⁴ GC 34090

¹⁵ 29 CFR 1904.2 29 CFR 1904.6

¹⁶ CCP 337.15

¹⁷ GC 34090

¹⁸ GC 34090a

¹⁹ GC 34090

GC 60201

²⁰ GC34090

-
- 21 GC 34090
 - 22 GC 34090
GC 60201
 - 23 VC 9900 et seq.

FINANCE

- 24 GC 34090.7
- 25 GC 34090
CCP 337
CCP 343
- 26 GC 34090
- 27 GC 34090

- 28 GC 34090
CCP 337
- 29 GC 34090
26 CFR 16001-1
- 30 GC 34090
CCP 337
- 31 GC 34090
- 32 GC 34090
- 33 29 USC 436; 26 CFR 31.6001-4;
R & TC 19530; R & TC 19704; 26 USC 6001
- 34 GC 60201
- 35 GC 34090; CAC 22-1085-2; 29 CFR 516.6c
- 36 GC 34090; GC 37207; 29 CFR 516.5a, LC 1174d
- 37 GC 34090; 29 CFR 516.2; LC 1174d
- 38 CCP 337

PERSONNEL

- 39 29 CFR 1627.3
- 40 GC 12946
GC 34090
- 41 GC 12946; 29 CFR 1627.3
- 42 GC 34090
GC 12946
- 43 29 CFR 1627.3
- 44 29 USC 1027; 11 CCR 560; 29 CCR 1300.85.1; 29 CFR 1627.3(b)(2)
- 45 Insurance- GC 6410; 29 CFR 1910.20
Claims- CCR 14311; 15400.2, CA Labor Code 110-139.6

OPERATIONS

- 46 GC 34090
- 47 GC 34090
- 47 GC 34090

FIRE

- 49 GC 34090; CCP 338

⁵⁰ GC 34090
CCP 340.5

⁵¹ UFC 103.34

⁵² GC 34090

⁵³ GC 34090



Board Meeting Agenda Item Summary

March 8, 2022

ITEM #:	06D	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Discussion regarding potential impacts of proposed Tuolumne Utilities District water and sewer rate increase on District rates.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.21</u>		

RECOMMENDED ACTION:

None.

SUMMARY:

On February 14, 2023, the Tuolumne Utilities District (TUD) Board reviewed a Draft Cost of Service Rate Study (TUD Study). For a variety of reasons, explained in detail in the attached TUD Study, staff has proposed a 5-year rate increase for both its water and sewer customers. Over the five years, the proposed water rate increases would raise average TUD residential water customer rates by more \$28/month and average TUD sewer residential customer rates by more than \$19/month. The TUD Board is scheduled to consider approval of a Proposition 218 rate increase notice on March 14, 2023. If the notice is approved and the increase is not opposed, TUD's proposed rates are anticipated to go into effect on July 1, 2023.

TUD provides raw water to the District and also treats the District's wastewater. As such, the proposed TUD rate increases will impact the District's future operating expenses, which are currently being evaluated as District staff undertake its Water and Sewer Rate Study (Strategic Plan Objective 5.21). An estimate of the impacts proposed TUD rate increases will have on the District and, potentially, its residential water and sewer rates is attached for discussion and consideration.

FINANCIAL IMPACT:

Proposed TUD water rate increases are estimated to increase District Water Fund operating costs by \$13,345.88 over the coming five years. Proposed TUD sewer rate increases are estimated to increase District Sewer Fund operating costs by \$176,852.76 over the coming five years. Overall, these proposed increases could impact water and sewer rates for the District's residential customers by \$10.46/month.

ATTACHMENTS:

- Potential TUD Rate Increase Impacts
- Preliminary Cost of Service Rate Study – Tuolumne Utilities District

Potential Impacts of Proposed TUD Rate Increase

INCREASED COSTS TO DISTRICT	23/24	24/25	25/26	26/27	27/28	TOTAL
Sewer	\$ 81,112.92	\$ 75,224.16	\$ 4,369.08	\$ 6,838.56	\$ 9,308.04	\$ 176,852.76
Water	\$ 9,570.53	\$ 985.33	\$ 977.05	\$ 895.69	\$ 917.29	\$ 13,345.88
TOTAL	\$ 90,683.45	\$ 76,209.49	\$ 5,346.13	\$ 7,734.25	\$ 10,225.33	\$ 190,198.64

POTENTIAL CUSTOMER INCREASES	23/24	24/25	25/26	26/27	27/28	TOTAL
Sewer/ESFR/Monthly	\$ 4.17	\$ 3.87	\$ 0.22	\$ 0.35	\$ 0.48	\$ 9.09
Water Base Charge (Fixed Monthly)	\$ 0.86	\$ 0.10	\$ 0.10	\$ 0.05	\$ 0.06	\$ 1.17
Water Consumption Charge per 1,000 Gallons	\$ 0.14	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.19
TOTAL POTENTIAL CUSTOMER IMPACTS	\$ 5.17	\$ 3.98	\$ 0.34	\$ 0.42	\$ 0.55	\$ 10.46



COST OF SERVICE RATE STUDY

Preliminary Report

Prepared by: Tuolumne Utilities District

Tuolumne Utilities District

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EXECUTIVE SUMMARY

Background

In November 2015, Tuolumne Utilities District's (District) Board of Directors (Board) approved the Final Draft Rate Study FY16-FY20. On June 14th, 2022, the Board approved the Fiscal Year 2022-2023 Operating Budget and the Fiscal Year 2023 Capital Improvement Plan (CIP).

This Cost of Service Rate Study is part of the District's overall commitment to: (1) provide safe, reliable, and high-quality water and sewer services, (2) operate in a fiscally responsible manner regardless of the economic cycle, (3) comply with all federal and state laws and regulations, and (4) continue implementation of a business model that maintains revenue stability and manages debt.

The Cost of Service Rate Study relies upon the costs, debt, and customer account data as of fiscal year ending June 30, 2022, and the adopted 2023 budgets.

Key Findings

The following are key findings and recommendations of the Cost of Service Rate Study:

Water Rate Structure - The District should continue using the rate revenue recovery option from base charges and customer consumption.

Base Water Rate - The District should continue utilizing the American Water Works Association's (AWWA) industry-standard approach, which relies on the hydraulic capacity of the meters and directly links the customer's base charge to the safe operating capacity of their water meter.

Summary of Proposed Changes and Average Bill Impacts in 2024 - Rate increases are necessary to meet annual operating and maintenance costs, maintain sufficient capital improvement plan reserves, maintain reasonable operating reserves, and maintain adequate debt service coverage ratios. Proposed rate increases are also needed to fund future large capital improvement included in the five-year CIP.

The impacts of proposed 2024 rates on Single Family Residential customers with average consumption (795 cubic feet/month for fiscal year 2022) is as follows: (1) water-only customers have a \$21.79 per month increase, (2) sewer only customers have a \$9.10 per month increase, and (3) water/sewer customers have a combined \$30.89 per month increase, see Table 1.

Table 1 Summary of Current and Proposed Rates

	Current Rate Monthly	Proposed Rate 7/1/2023	Proposed Rate 7/1/2024	Proposed Rate 7/1/2025	Proposed Rate 7/1/2026	Proposed Rate 7/1/2027
Treated Water (Fixed Rate) includes up to 400 cubic feet – 1-inch meter or less; single family residential	\$64.50	\$82.54	\$84.69	\$86.74	\$87.79	\$89.11
Consumptive (per 100 cubic feet)	\$3.40	\$4.35	\$4.46	\$4.57	\$4.63	\$4.70
Raw – Metered (Fixed Rate) includes up to 5,000 cubic feet – 1-inch meter or less	\$35.00	\$44.79	\$45.96	\$47.07	\$47.64	\$48.35
Consumptive (per 100 cubic feet)	\$0.34	\$0.44	\$0.45	\$0.46	\$0.47	\$0.48
Raw – Unmetered (Fixed Rate) includes up to ½ Miner’s inch Contract	\$35.00	\$44.79	\$45.96	\$47.07	\$47.64	\$48.35
Each additional ½ Miner’s inch of Contract	\$18.00	\$23.03	\$23.63	\$24.20	\$24.49	\$24.86
Consumptive (per Miner’s inch per Day)	\$6.80	\$8.70	\$8.93	\$9.15	\$9.26	\$9.40
Sewer (per ESFR)	\$51.00	\$60.10	\$68.53	\$68.99	\$69.76	\$70.77

SECTION 1 – THE COST OF SERVICE RATE METHODOLOGY

This section provides an overview of the Cost of Service Rate Study components, the methodology used in the rate study, and the Proposition 218 requirements to which the District must adhere.

Overview

The methodology of this Cost of Service Rate Study follows industry standards and reflects the fundamental principles of cost-of-service rate making embodied in the AWWA *Principles of Water Rates, Fees, and Charges* also referred to as Manual M1. This publication is one of the most widely cited and referenced industry publications on rate studies. The principles presented in Manual M1 have provided the basic framework for this study.

Rate Structure Design

Although water and sewer utilities across California and the U.S. use a wide variety of rate structures today, they are all based upon a few basic rate design concepts, such as the relationship between fixed and variable costs. Most rate structures contain a fixed or minimum base charge, along with a consumptive charge.

Fixed Charges

Fixed charges are those that do not vary with the amount of water produced or the amount of wastewater handled by a sewer system. A primary purpose of fixed charges is to help a utility cover its fixed costs. Debt service is an example of a fixed cost. Fixed charges are labeled in a variety of ways, include base charges, minimum charges, customer charges, meter charges, etc. Although fixed costs are typically a significant percentage of the utility's total costs, 100% of fixed costs are rarely collected through fixed charges.

Fixed charges for water utilities typically increase by meter size. Because a large portion of water utilities' costs are typically related to meeting capacity requirements, reflecting individual demands for capacity is an important aspect of establishing rates for customers.

Fixed sewer bi-monthly charges are like water in that they reflect costs that do not vary with the amount of wastewater customers generate and send to the treatment plant via the sewer system.

Variable (or Consumptive) Charges

In contrast to fixed costs, variable costs tend to change with the quantity of water produced. Examples include the cost of chemicals, electricity, operation and maintenance, and regulatory compliance. For a water utility, variable charges are based on metered water consumption and charged per cubic foot of consumption.

Proposition 218 Requirements

Article XIII D of the California Constitution, otherwise known as Proposition 218, was adopted by the voters in 1996, and imposes both substantive and procedural requirements on increases to water rates. Proposition 218 provides the opportunity for the public to protest changes to any “property-related fees” and to ensure that such fees are proportional to, and do not exceed, the costs of providing the service for which the fees are charged. Following passage of Proposition 218, various court decisions have considered whether water and sewer service charges are subject to it. Ultimately, the California Supreme Court ruled that usage-based water and sewer rates were “property-related fees” subject to Proposition 218’s substantive requirements, and to its notice and protest procedures. Section 6 of Article XIII D sets forth the principal requirements as they relate to public water service fees and charges as follows:

1. Revenues derived from the fee or charge shall not exceed the cost required to provide the property related service.
2. Revenues derived by the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed.
3. The amount of the fee or charge imposed upon any parcel shall not exceed the proportional cost of service attributable to the parcel.
4. No fee or charge may be imposed for a service unless that service is actually used or immediately available to the owner of the property.
5. No charge may be imposed for general government services where the service is available to the public at large in substantially the same manner as it is to property owners.
6. A public agency must hold a public hearing to consider the adoption of the proposed new or increase in an existing charge; written notice of the public hearing and proposed charge shall be mailed to the record owner of each parcel at least 45 days prior to the public hearing; if the public agency receives written protests to the proposed charge from a majority of the property owners, the charge may not be imposed.

California appellate courts have published numerous decisions in recent years interpreting the Proposition 218 requirements listed above.

During the preparation of this Cost of Service Rate Study, the District has carefully reviewed relevant decisions and conformed this Cost of Service Rate Study, along with its recommended actions, to the legal requirements of Proposition 218 and the judicial decisions pertaining thereto.

SECTION 2 – FINANCIAL PLANS

This section provides an overview of the District’s financial planning process, operating and capital improvement costs, and the sources and uses of water and sewer funds.

General Financial Policy and Budget Considerations

It is important for the District to follow sound financial management practices. This includes maintaining a reasonable operating reserve, funding working capital, and maintaining a good credit rating. The District’s current approach to meeting these objectives is as follows:

Meeting Annual Operating and Maintenance Costs: The District’s annual operating budget identifies the District’s expenditures for operating and maintaining the water and sewer utilities. The adoption and updating of this budget is approved each year by the Board.

Maintaining Sufficient Capital Improvement Program Reserves: With an installed asset base of approximately \$96 million in historical costs, the District has substantial capital improvement requirements for projects to refurbish, replace, and expand these assets. The District strives to maintain an appropriate balance between pay-as-you-go, or cash-funding, grant funding, and funding of these projects through issuance of debt. The balance is determined with the overall intent of minimizing rate increases and maintaining the financial health of the District.

Maintaining Reasonable Reserves per District Policy:

- Operating Fund Reserve which is intended to reduce impacts from unforeseen events such as increased costs, severe drought, heavy rainfall or severe winter storm events, replacement of rolling stock, litigation, and legislative actions. The District has a target reserve for this fund as a range between a minimum of 90 days (3 months) of annual operation and maintenance (“O&M”) expense and a maximum of 270 days (9 months) of O&M.
- Contingency/Emergency Fund Reserve to protect the District against the financial impacts from unanticipated catastrophes or emergencies. It provides funding for emergency repairs or failure of essential equipment that needs to be immediately replaced. The target reserve for this fund is two percent (2%) of annual O&M.

Maintaining Adequate Debt Service Coverage Ratios: A “coverage ratio” is required as a part of the obligations incurred when a utility issues revenue bonds or similar debt instruments stating the District will fix, prescribe, and collect rates and charges to yield net revenues, after operating expenses, equal to one hundred twenty-five percent (125%) of debt service in any given fiscal year. The District is legally required to maintain a debt service coverage ratio of at least 1.25.

Revenue Requirements and Rate Revenue

In developing the rate revenue requirements and projecting rate revenue, this Cost of Service Rate Study relies upon the costs, debt, and customer account data as of fiscal year ending June 30, 2022, actuals along with fiscal year ending June 30, 2023, adopted budget. Importantly, this Cost of Service Rate Study continues to rely on substantial non-rate revenues to meet the District's total revenue requirements and thereby offsetting the net requirements from rate revenue. Tables 2 and 3 detail the revenue requirements for the water and sewer systems, respectively.

Table 2 Water System Revenue Requirements

WATER SYSTEM	Projected				
	2024	2025	2026	2027	2028
REVENUE					
Service charges	\$ 16,041,278	\$ 20,576,156	\$ 21,163,209	\$ 21,727,283	\$ 22,051,617
Property tax	924,849	934,097	943,438	952,872	962,401
Debt service recovery charges	199,673	199,673	199,673	183,235	183,235
Investment income	263,087	188,169	188,169	188,169	188,169
Miscellaneous	88,773	91,436	94,179	97,004	99,914
TOTAL REVENUE	<u>17,517,660</u>	<u>21,989,531</u>	<u>22,588,668</u>	<u>23,148,563</u>	<u>23,485,336</u>
EXPENSES					
O&M - labor	9,990,409	10,389,749	10,669,745	10,896,619	11,100,186
O&M - services and supplies	5,269,339	5,391,916	5,689,132	5,772,998	5,974,197
Water debt service	235,227	235,951	233,546	233,410	233,094
CIP	6,508,298	6,508,298	6,508,298	6,508,298	6,508,298
TOTAL EXPENSES	<u>22,003,273</u>	<u>22,525,914</u>	<u>23,100,721</u>	<u>23,411,325</u>	<u>23,815,775</u>
TOTAL REVENUE REQUIREMENTS	\$ (4,485,613)	\$ (536,383)	\$ (512,053)	\$ (262,762)	\$ (330,439)
PERCENT INCREASE	28.0%	2.6%	2.4%	1.2%	1.5%

Table 3 Sewer System Revenue Requirements

SEWER SYSTEM	Projected				
	2024	2025	2026	2027	2028
REVENUE					
Service charges	\$ 6,776,987	\$ 8,008,997	\$ 9,157,336	\$ 9,244,753	\$ 9,374,239
Property tax	308,282	311,365	314,479	317,624	320,800
Investment income	263,087	188,169	188,169	188,169	188,169
Miscellaneous	3,301	3,301	3,301	3,301	3,301
TOTAL REVENUE	<u>7,351,657</u>	<u>8,511,832</u>	<u>9,663,285</u>	<u>9,753,847</u>	<u>9,886,509</u>
TOTAL EXPENSES					
O&M - labor	3,759,283	3,913,442	4,022,847	4,111,065	4,191,394
O&M - services and supplies	2,701,864	2,986,836	3,122,843	3,166,894	3,251,946
Sewer debt service	310,250	944,417	789,292	789,292	789,292
CIP	1,789,907	1,789,907	1,789,907	1,789,907	1,789,907
TOTAL EXPENSES	<u>8,561,304</u>	<u>9,634,602</u>	<u>9,724,889</u>	<u>9,857,158</u>	<u>10,022,539</u>
TOTAL REVENUE REQUIREMENTS	\$ (1,209,647)	\$ (1,122,770)	\$ (61,604)	\$ (103,311)	\$ (136,030)
PERCENT INCREASE	17.8%	14.0%	0.7%	1.1%	1.5%

CIP Expenditures

The District’s Mission Statement includes a commitment to provide responsible water and wastewater services for its customers. The replacement of capital assets is one key component of providing this safe and reliable service.

One of the most significant factors in the District’s financial planning has been the need to fund the capital improvement program (CIP). Figure 1 provides an overview of the District’s CIP expenditures from 2003 to 2022 and projections through 2027.

The overwhelming majority of these expenditures were for projects to replace aging infrastructure and to address compliance with regulatory requirements. The projected 2023-2027 CIP expenditures represent the most current plan adopted by the Board. The five-year estimate of expenditures between 2023-2027 totals approximately \$39 million and reflects the growing capital improvement needs of the District’s infrastructure to maintain reliable service and comply with various mandates.

The District anticipates new debt will be needed to fund some of the large capital replacement projects for the water utility such as Sierra Pines Regional Water Treatment Facility project.

Annual revenues will be used to fund numerous replacement projects in water and sewer utility on a pay-as-you-go basis. Facility Capacity Charges collected from new development are also used to fund the CIP. The entirety of the District’s planned capital projects is described in the 2023-2027 Capital Improvement Plan.

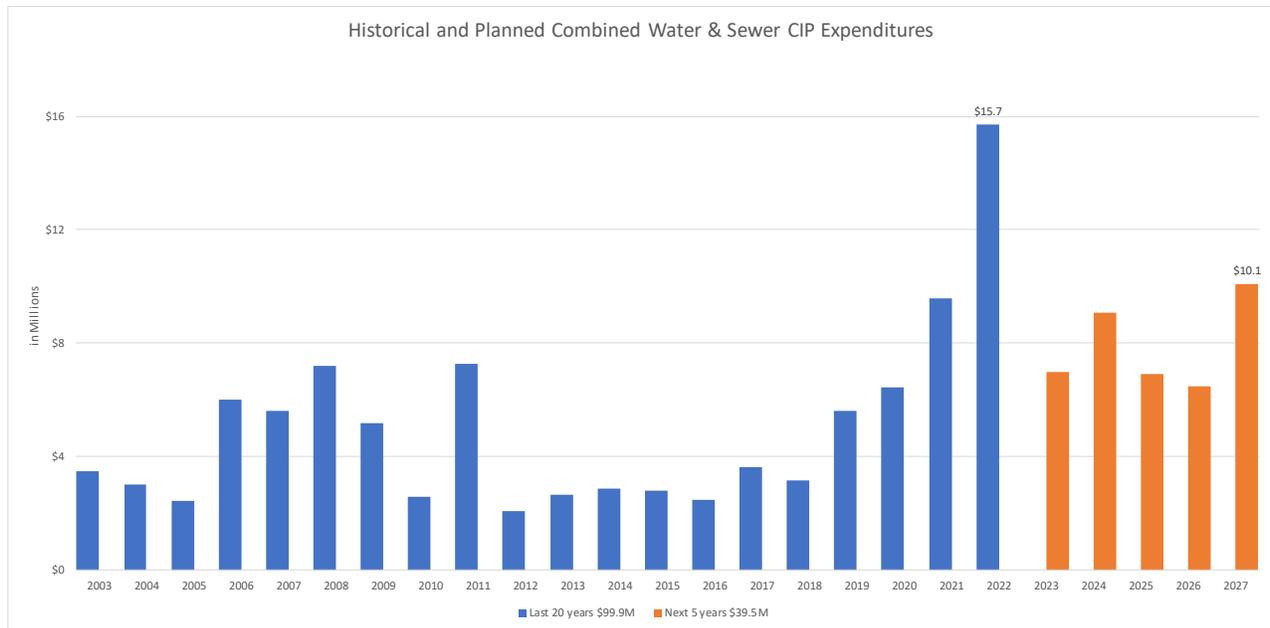


Figure 1 Historical and Planned Combined Water & Sewer CIP Expenditures

SECTION 3 – PROPOSED RATES AND CUSTOMER BILL IMPACTS

This section describes the District’s rate revenue requirements, the proposed rate increases necessary to meet those revenue requirements, and the average customer bill impacts expected from those increases. This section also presents a comparison of the District’s water and sewer rates to similar water and sewer agencies in the region.

Current Water Rates and Revenue Requirement from Rates

As described above, the Cost of Services Rate Study utilizes 2022 actual data; as well as adopted budget projections, on costs, debt, customer usage and accounts to develop revenue requirements for the years 2024-2028.

The District’s water rate structure includes both fixed and variable charges: fixed charges consist of a base monthly charge that increases with the size of the meter and include the first 400 cubic feet of water; variable charges are consumptive rates for quantity of water used above the first 400 cubic feet. The current rates are those adopted by the District effective on January 1, 2020. Table 4 summarizes the proposed fixed and consumptive rates for potable water customers. Raw water customers’ rate structure is shown in Tables 5 and 6.

Table 4 Treated Water Monthly Rates

Treated Water Monthly		Proposed				
Meter size	Current	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
1 inch or less	\$ 64.50	\$ 82.54	\$ 84.69	\$ 86.74	\$ 87.79	\$ 89.11
1 1/2 inch	\$ 103.20	\$ 132.06	\$ 135.50	\$ 138.78	\$ 140.46	\$ 142.56
2 inch	\$ 148.35	\$ 189.83	\$ 194.78	\$ 199.49	\$ 201.90	\$ 204.93
3 inch	\$ 328.95	\$ 420.93	\$ 431.90	\$ 442.35	\$ 447.70	\$ 454.41
4 inch	\$ 457.95	\$ 586.01	\$ 601.29	\$ 615.84	\$ 623.29	\$ 632.63
6 inch	\$ 806.25	\$1,031.70	\$1,058.59	\$1,084.20	\$1,097.31	\$1,113.75
8 inch	\$1,231.95	\$1,576.44	\$1,617.53	\$1,656.67	\$1,676.71	\$1,701.84
Over 400 cf (per 100 cf)	\$ 3.40	\$ 4.35	\$ 4.46	\$ 4.57	\$ 4.63	\$ 4.70

Table 5 Raw Water Metered Monthly Rates

Raw Meter Water Monthly		Proposed				
Meter size	Current	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
1 inch or less	\$ 35.00	\$ 44.79	\$ 45.96	\$ 47.07	\$ 47.64	\$ 48.35
1 1/2 inch	\$ 56.00	\$ 71.66	\$ 73.53	\$ 75.31	\$ 76.22	\$ 77.36
2 inch	\$ 80.50	\$ 103.01	\$ 105.70	\$ 108.26	\$ 109.57	\$ 111.21
3 inch	\$ 178.50	\$ 228.41	\$ 234.36	\$ 240.03	\$ 242.93	\$ 246.57
4 inch	\$ 248.50	\$ 317.99	\$ 326.28	\$ 334.17	\$ 338.21	\$ 343.28
6 inch	\$ 437.50	\$ 559.84	\$ 574.43	\$ 588.33	\$ 595.45	\$ 604.37
8 inch	\$ 668.50	\$ 855.43	\$ 877.73	\$ 898.97	\$ 909.84	\$ 923.47
Over 5,000 cf (per 100 cf)	\$ 0.34	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48

Table 6 Raw Water MID Monthly Rates

Raw MID Water Monthly		Proposed				
Miner's Inch	Current	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
First 1/2 MID	\$ 35.00	\$ 44.79	\$ 45.96	\$ 47.07	\$ 47.64	\$ 48.35
Additional per 1/2 MID	\$ 18.00	\$ 23.03	\$ 23.63	\$ 24.20	\$ 24.49	\$ 24.86
Over 2 MID	\$ 6.80	\$ 8.70	\$ 8.93	\$ 9.15	\$ 9.26	\$ 9.40

Current Sewer Rates and Rate Revenue Requirement

The District’s current and proposed sewer rates are fixed monthly, or basic charges, with no consumptive rates. The current rates are those adopted by the District effective on January 1, 2020. The proposed sewer rate increases for 2024-2028 are shown in Table 7.

Table 7 Sewer Monthly Rates

Sewer		Proposed				
	Current	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
1-unit ESFR	\$ 51.00	\$ 60.10	\$ 68.53	\$ 68.99	\$ 69.76	\$ 70.77

Proposed Rate Increases for 2024-2028 and Customer Bill Impacts

This Cost of Service Rate Study projects that rate increases are necessary to meet annual operating and maintenance costs while maintaining reasonable operating reserves, fund large capital improvement projects while maintaining adequate replacement reserves and maintain adequate debt service coverage ratios. For treated water and raw water customers, this Cost of Service Rate Study concludes that 28%, 2.6%, 2.4%, 1.2%, and 1.5% increases are necessary for fiscal years 2024 through 2028, respectively. For sewer customers, this Cost of Services Rate Study concludes that 17.8%, 14%, 0.7%, 1.1%, and 1.5% increases

are necessary for fiscal years 2024 through 2028, respectively. The following describes the impact of these changes to District customers. The proposed monthly rate schedules for 2024-2028 is shown in Appendices B and D for water and sewer, respectively.

Incremental Monthly Bill Impacts. The impact of the rate changes on each customer bill will differ based on the amount of water used and whether the customer has water service only, sewer service only, or both water and sewer services.. Tables 8 through 11 show the increases by fiscal years. These tables reflect (1) treated water service, (2) raw water metered, (3) raw water MID, and (4) sewer service, respectively.

Table 8 Treated Water Rate Increase

Treated Water Monthly	Proposed increase				
	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Meter size					
1 inch or less	\$ 18.04	\$ 2.15	\$ 2.05	\$ 1.05	\$ 1.32
1 1/2 inch	\$ 28.86	\$ 3.44	\$ 3.28	\$ 1.68	\$ 2.10
2 inch	\$ 41.48	\$ 4.95	\$ 4.71	\$ 2.41	\$ 3.03
3 inch	\$ 91.98	\$ 10.97	\$ 10.45	\$ 5.35	\$ 6.71
4 inch	\$ 128.06	\$ 15.28	\$ 14.55	\$ 7.45	\$ 9.34
6 inch	\$ 225.45	\$ 26.89	\$ 25.61	\$ 13.11	\$ 16.44
8 inch	\$ 344.49	\$ 41.09	\$ 39.14	\$ 20.04	\$ 25.13
Over 400 cf (per 100 cf)	\$ 0.95	\$ 0.11	\$ 0.11	\$ 0.06	\$ 0.07

Table 9 Raw Water Metered Rate Increase

Raw Meter Water Monthly	Proposed increase				
	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Meter size					
1 inch or less	\$ 9.79	\$ 1.17	\$ 1.11	\$ 0.57	\$ 0.71
1 1/2 inch	\$ 15.66	\$ 1.87	\$ 1.78	\$ 0.91	\$ 1.14
2 inch	\$ 22.51	\$ 2.69	\$ 2.56	\$ 1.31	\$ 1.64
3 inch	\$ 49.91	\$ 5.95	\$ 5.67	\$ 2.90	\$ 3.64
4 inch	\$ 69.49	\$ 8.29	\$ 7.89	\$ 4.04	\$ 5.07
6 inch	\$ 122.34	\$ 14.59	\$ 13.90	\$ 7.12	\$ 8.92
8 inch	\$ 186.93	\$ 22.30	\$ 21.24	\$ 10.87	\$ 13.63
Over 5,000 cf (per 100 cf)	\$ 0.10	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01

Table 10 Raw Water MID Rate Increase

Raw MID Water Monthly	Proposed increase				
	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Miner's Inch					
First 1/2 MID	\$ 9.79	\$ 1.17	\$ 1.11	\$ 0.57	\$ 0.71
Additional per 1/2 MID	\$ 5.03	\$ 0.60	\$ 0.57	\$ 0.29	\$ 0.37
Over 2 MID	\$ 1.90	\$ 0.23	\$ 0.22	\$ 0.11	\$ 0.14

Table 11 Sewer Rate Increase

Sewer	Proposed increase				
	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
1-unit ESFR	\$ 9.10	\$ 8.43	\$ 0.46	\$ 0.77	\$ 1.01

Regional Comparison of Customer Bills

Figures 2, 3, and 4 compare the District's proposed Single Family Residential customer bills for water, sewer, and combined to other agencies in the region.

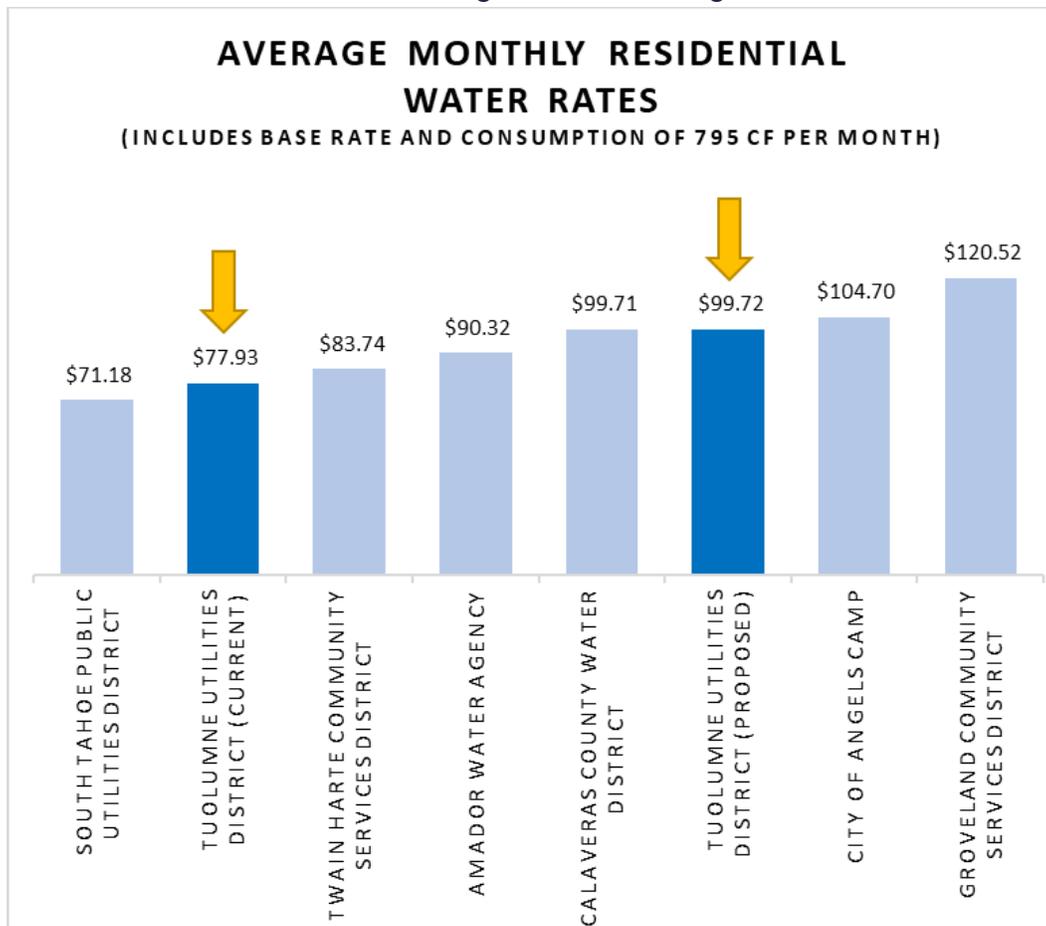


Figure 2 Average Monthly Residential Water Rates

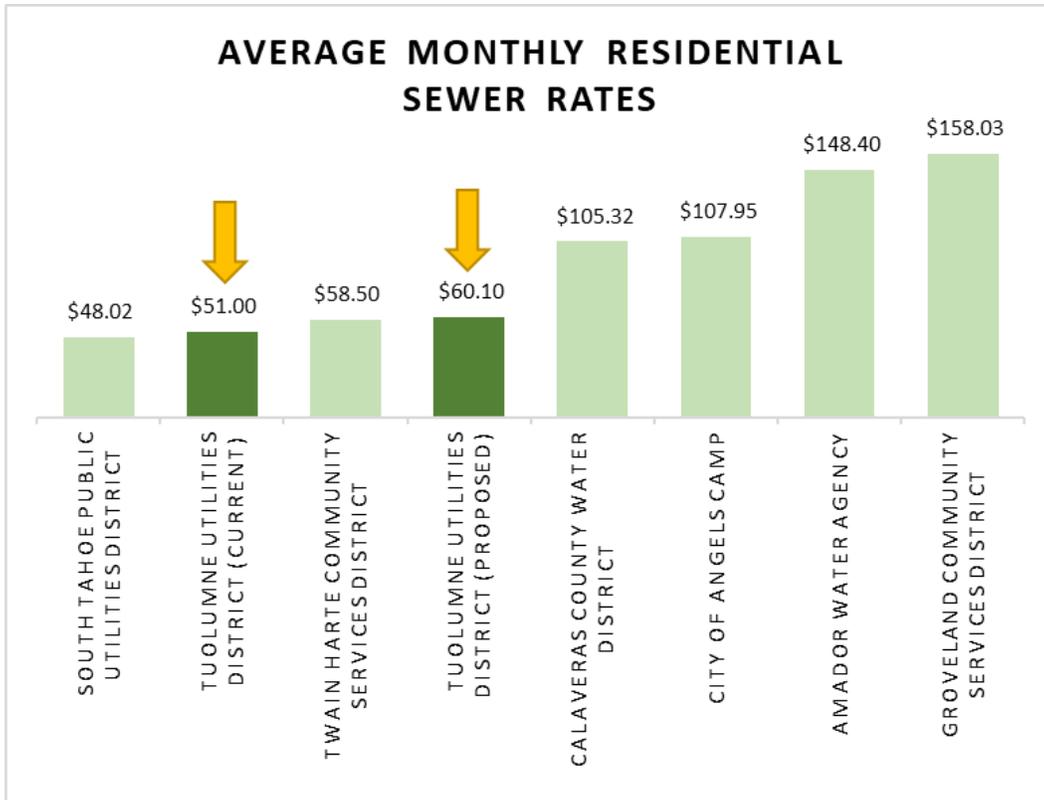


Figure 3 Average Monthly Residential Sewer Rates

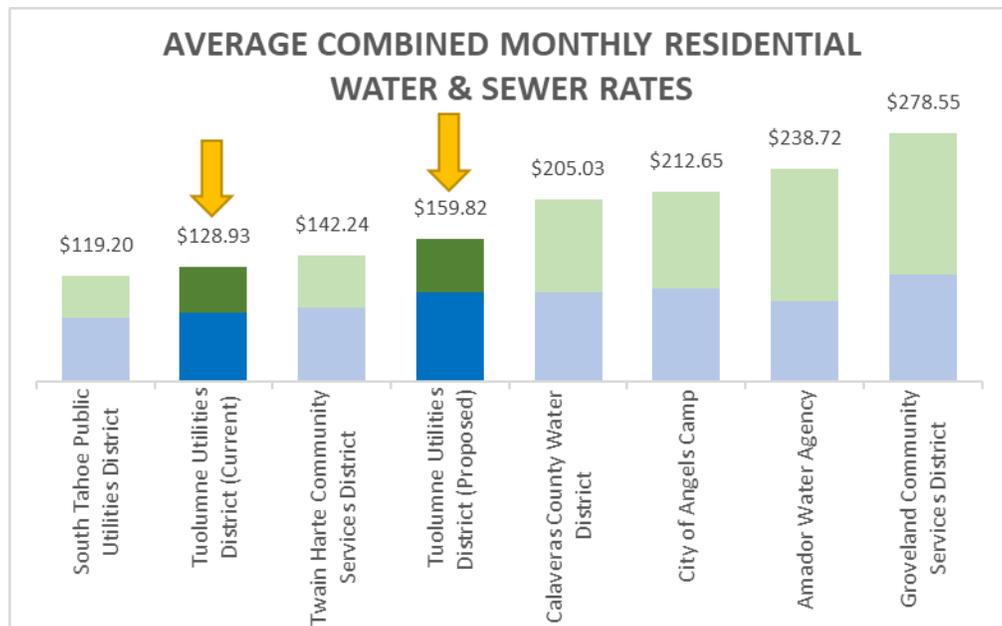


Figure 4 Average Combined Monthly Residential Water & Sewer Rates

APPENDICES

APPENDIX A – CURRENT WATER SERVICE CHARGES AND RATES

Charge For Treated Water Service

The following rates and charges shall be effective as indicated below.

Monthly Fixed Charges - Meter Size: Minimum Monthly Fixed Service Charges

Meter Size	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
5/8 or 3/4 - inch	\$47.50	\$52.50	\$56.50	\$60.50	\$64.50
1 - inch	\$47.50	\$52.50	\$56.50	\$60.50	\$64.50
1 1/2 - inch	\$76.00	\$84.00	\$90.40	\$96.80	\$103.20
2 - inch	\$109.25	\$120.75	\$129.95	\$139.15	\$148.35
3 - inch	\$242.25	\$267.75	\$288.15	\$308.55	\$328.95
4 - inch	\$337.25	\$372.75	\$401.15	\$429.55	\$457.95
6 - inch	\$593.75	\$656.25	\$706.25	\$756.25	\$806.25
8 - inch	\$907.25	\$1,002.75	\$1,079.15	\$1,155.55	\$1,231.95

Consumptive – Quantity Rates Treated Water Service

Quantity Rates Monthly Per 100 Cubic Feet	MONTHLY QUANTITY CHARGE				
	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
Tier 1 — Up to 400 cu. ft.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tier 2 — Over 400 cu. ft.	\$2.50	\$2.75	\$3.00	\$3.20	\$3.40

Wholesale Treated Water Service Customers

Those Wholesale Treated Water Service Customers under existing contract(s) shall be required to pay under the terms and conditions of their respective contracts.

Charge for Raw (Untreated) Water Service

The following rates shall be effective as indicated below. The rate structure for metered raw (untreated) water service consists of a monthly service charge based on the size of the water meter plus a quantity charge for all metered consumption of water. Included with the monthly fixed raw water rate charge is up to 5,000 cubic feet of water. The rate structure for unmetered raw (untreated) water service consists of a minimum Monthly Fixed Service Charge based on each ½ Miner's Inch under contract plus a quantity charge for each Miner's Inch Day (MID) per month of water requested. Included in the Monthly Fixed Charge is up to 2 Miner's Inch Days. The minimum monthly fixed service charge is billed on a 12 month basis.

Metered Raw Water Customers Monthly Fixed Charges

Meter Size: Minimum Monthly Fixed Service Charges

Meter Size	MONTHLY FIXED CHARGE				
	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
5/8 or 3/4 -	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00
1 - inch	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00
1 1/2 - inch	\$24.00	\$32.00	\$40.00	\$48.00	\$56.00
2 - inch	\$34.50	\$46.00	\$57.50	\$69.00	\$80.50
3 - inch	\$76.50	\$102.00	\$127.50	\$153.00	\$178.50
4 - inch	\$106.50	\$142.00	\$177.50	\$213.00	\$248.50
6 - inch	\$187.50	\$250.00	\$312.50	\$375.00	\$437.50
8 - inch	\$286.50	\$382.00	\$477.50	\$573.00	\$668.50

Quantity Rates

Monthly Quantity Per 100 Cubic Feet	MONTHLY QUANTITY CHARGE				
	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
Up to 5,000 cu. ft.	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Over 5,000 cu. ft.	\$ 0.25	\$ 0.28	\$ 0.30	\$ 0.32	\$ 0.34

Unmetered Raw Water – MID* Rates

*Miner's Inch Day (MID) – A term used in water measurement. By California statute, one miner's inch flow in for one day is equivalent to 1.5 cubic feet per minute or 11.22 gallons per minute.

Minimum Monthly Fixed Service Charges

Per Miner's Inch Per Month	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
First 1/2 miner's inch of contract	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00
Additional capacity, per 1/2 miner's inch	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00
Per Miner's Inch Day	Quantity Rates Per Day				
Up to 2 MIDs per month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 2 MIDs per month	\$5.00	\$5.50	\$6.00	\$6.40	\$6.80

APPENDIX B – PROPOSED WATER SERVICE CHARGES AND RATES

Charge For Treated Water Service

The following rates and charges shall be effective as indicated below.

Monthly Fixed Charges - Meter Size: Minimum Monthly Fixed Service Charges

Meter Size	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 7/1/2027
5/8 or 3/4 - inch	\$82.54	\$84.69	\$86.74	\$87.79	\$89.11
1 - inch	\$82.54	\$84.69	\$86.74	\$87.79	\$89.11
1 1/2 - inch	\$132.06	\$135.50	\$138.78	\$140.46	\$142.56
2 - inch	\$189.83	\$194.78	\$199.49	\$201.90	\$204.93
3 - inch	\$420.93	\$431.90	\$442.35	\$447.70	\$454.41
4 - inch	\$586.01	\$601.29	\$615.84	\$623.29	\$632.63
6 - inch	\$1,031.70	\$1,058.59	\$1,084.20	\$1,097.31	\$1,113.75
8 - inch	\$1,576.44	\$1,617.53	\$1,656.67	\$1,676.71	\$1,701.84

Consumptive – Quantity Rates Treated Water Service

Quantity Rates Monthly Per 100 Cubic Feet	MONTHLY QUANTITY CHARGE				
	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 7/1/2027
Tier 1 — Up to 400 cu. ft.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tier 2 — Over 400 cu. ft.	\$4.35	\$4.46	\$4.57	\$4.63	\$4.70

Wholesale Treated Water Service Customers

Those Wholesale Treated Water Service Customers under existing contract(s) shall be required to pay under the terms and conditions of their respective contracts.

Charge for Raw (Untreated) Water Service

The following rates shall be effective as indicated below. The rate structure for metered raw (untreated) water service consists of a monthly service charge based on the size of the water meter plus a quantity charge for all metered consumption of water. Included with the monthly fixed raw water rate charge is up to 5,000 cubic feet of water. The rate structure for unmetered raw (untreated) water service consists of a minimum Monthly Fixed Service Charge based on each ½ Miner's Inch under contract plus a quantity charge for each Miner's Inch Day (MID) per month of water requested. Included in the Monthly Fixed Charge is up to 2 Miner's Inch Days.

Metered Raw Water Customers Monthly Fixed Charges

Meter Size: Minimum Monthly Fixed Service Charges

Meter Size	MONTHLY FIXED CHARGE				
	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 7/1/2027
5/8 or 3/4 -	\$44.79	\$45.96	\$47.07	\$47.64	\$48.35
1 - inch	\$44.79	\$45.96	\$47.07	\$47.64	\$48.35
1 1/2 - inch	\$71.66	\$73.53	\$75.31	\$76.22	\$77.36
2 - inch	\$103.01	\$105.70	\$108.26	\$109.57	\$111.21
3 - inch	\$228.41	\$234.36	\$240.03	\$242.93	\$246.57
4 - inch	\$317.99	\$326.28	\$334.17	\$338.21	\$343.28
6 - inch	\$559.84	\$574.43	\$588.33	\$595.45	\$604.37
8 - inch	\$855.43	\$877.73	\$898.97	\$909.84	\$923.47

Quantity Rates

Monthly Quantity Per 100 Cubic Feet	MONTHLY QUANTITY CHARGE				
	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 7/1/2027
Up to 5,000 cu. ft.	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Over 5,000 cu. ft.	\$0.44	\$0.45	\$0.46	\$0.47	\$0.48

Unmetered Raw Water – MID* Rates

*Miner’s Inch Day (MID) – A term used in water measurement. By California statute, one miner’s inch flow in for one day is equivalent to 1.5 cubic feet per minute or 11.22 gallons per minute.

Minimum Monthly Fixed Service Charges

Per Miner's Inch Per Month	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 7/1/2027
First 1/2 miner's inch of contract	\$44.79	\$45.96	\$47.07	\$47.64	\$48.35
Additional capacity, per 1/2 miner's inch	\$23.03	\$23.63	\$24.20	\$24.49	\$24.86
Per Miner's Inch Day	Quantity Rates Per Day				
Up to 2 MIDs per month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 2 MIDs per month	\$8.70	\$8.93	\$9.15	\$9.26	\$9.40

Backflow Prevention Assembly Testing and Maintenance Program – customers with backflow prevention devices will be charged the actual fee paid to the outside contractor to reimburse the District. Presently the fee is \$65 per annual inspection.

APPENDIX C – CURRENT SEWER SERVICE CHARGES AND RATES

SEWER SERVICE CHARGES AND OTHER RATE SCHEDULES

Charges for Sewer Service

The following rates and changes shall be effective as indicated below:

Monthly Fixed Charges

Monthly Sewer Charge Based on 1 Single Family Residence				
1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020
\$40.00	\$43.00	\$46.00	\$49.00	\$51.00

A Monthly Fixed Charge will be collected on each *Single Family Residence*, regardless of size or *Equivalent Single Family Residence* (ESFR) classification under “Exhibit A” of this Wastewater Ordinance. For purposes of assigning *Sewer Service Charges* each Single Family Residence shall be classified as one (1) Monthly Fixed Charge. For all Non-Single Family Residences, the ESFR allocation in “Exhibit A” shall be used as the basis of assigning Monthly Fixed Charges for sewer services.

Subscribers Monthly User Charges

The Monthly User Charges below are per Equivalent Single Family Residence (ESFR).

District	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
THCSD	\$19.00	\$21.00	\$22.00	\$23.00	\$24.00
Jamestown SD	\$4.20	\$4.40	\$4.60	\$4.80	\$5.00

APPENDIX D – PROPOSED SEWER SERVICE CHARGES AND RATES

SEWER SERVICE CHARGES AND OTHER RATE SCHEDULES

Charges for Sewer Service

The following rates and changes shall be effective as indicated below:

Monthly Fixed Charges

Monthly Sewer Charge Based on 1 Single Family Residence				
7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
\$60.10	\$68.53	\$68.99	\$69.76	\$70.77

~~A Monthly Fixed Charge will be collected on each Single Family Residence, regardless of size or Equivalent Single Family Residence (ESFR) classification under "Exhibit A" of this Wastewater Ordinance. For purposes of assigning Sewer Service Charges each Single Family Residence shall be classified as one (1) Monthly Fixed Charge. For all Non-Single Family Residences, the ESFR allocation in "Exhibit A" shall be used as the basis of assigning Monthly Fixed Charges for sewer services.~~

Subscribers Monthly User Charges

The Monthly User Charges below are per Equivalent Single Family Residence (ESFR).

District	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
THCSD	\$28.27	\$32.23	\$32.46	\$32.82	\$33.31
Jamestown SD	\$5.89	\$6.71	\$6.76	\$6.83	\$6.93



Board Meeting Agenda Item Summary

March 8, 2022

ITEM #:	06E	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to approve a revised Mutual Assistance and Administrative Services Agreement with Strawberry Fire Protection District.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.20</u>		

RECOMMENDED ACTION:

Approve the revised Mutual Assistance and Administrative Services Agreement with Strawberry Fire Protection District (SFPD).

SUMMARY:

On December 14, 2014, the District entered into an agreement with SFPD to provide for mutual assistance and the provision of District fire chief administrative services to SFPD. At the District's request, both the Board's Fire Committee and the SFPD Board performed a review of the agreement.

Several revisions to the original agreement were proposed by both parties, which generally include:

- Added clarification to the scope of administrative services requested by SFPD.
- Increased the average number of monthly hours (and payment) for chief administrative services from 8 hours to 12 hours to capture increasing SFPD needs.
- Added a clause to enable SFPD to request additional hours of administrative services, subject to the District's capacity, which would be billed on an hourly basis.
- Updated the insurance clause.

The Fire Committee recommends that the Board approve the Mutual Assistance and Administrative Services Agreement as revised (see attached). This agreement advances Strategic Plan Objective 5.20 to explore cooperation with other agencies to provide more efficient or quality services.

FINANCIAL IMPACT:

Approval of this agreement will result in an approximate \$4,000 annual increase in Fire Fund revenue.

ATTACHMENTS:

- Mutual Assistance and Administrative Services Agreement (Redline Revisions)
- Mutual Assistance and Administrative Services Agreement (Final version)

MUTUAL ASSISTANCE and ADMINISTRATIVE SERVICES AGREEMENT

THIS MUTUAL ASSISTANCE and ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of March 8, 2023, by and between the Twain Harte Community Services District, a public agency (the "THCSD"), and the Strawberry Fire Protection District, a public agency (the "SFPD") (together referred to as "Parties").

Recitals

A. The THCSD Fire Division and the SFPD have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The SFPD has requested from THCSD the provision of administrative services to be provided by the THCSD Fire Chief to represent, advocate and advise the district in all matters with regard to departmental operations with consideration of the limitations in a volunteer fire department versus a fully staffed station, including routine and possible emergency operations of the SFPD on a perpetual basis or until either party decide to cancel the agreement.

C. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources and the provision of administrative services.

NOW, THEREFORE, the parties agree as follows:

Requests for Mutual Assistance In the event that either party to this Agreement (the "Receiver") has a need for the equipment, supplies, personnel or other resources of the other party hereto (the "Provider") for purposes of emergency response to an incident the following terms shall apply:

1. **Discretion by Provider.** The Provider shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Receiver for failing to provide such assistance. It is understood and agreed that the Provider will grant a request for assistance only where the Provider has determined that it has the requested resources available and will be able to meet its own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Receiver.
2. **Equipment and Personnel.** If the Provider supplies emergency equipment to the Receiver, such as fire apparatus vehicles, tools, and personnel, such loaned equipment shall be subject to the following conditions:
 - a) If the Provider so determines, the loaned equipment shall be operated by the Provider's personnel, personnel will then be provided with the equipment.
 - b) The Providers equipment shall be returned to the Provider's District as soon as the incident has become stabilized to a point to safely release equipment.

- c) The Receiver shall not be responsible for any of the fuel, maintenance or personnel costs associated with the Provider's equipment.
- d) In the event that provided equipment is damaged or destroyed while in response to, or at the scene of the Receiver's incident the Provider is responsible for the cost of repairing such damage or replacement.
- e) In the event that the Provider makes its personnel available to the Receiver, the Provider will pay such personnel's applicable salary or hourly wage plus fringe benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Receiver.
- f) In the event that Provider's personnel are injured while in response, or at the scene of the Receiver's incident, the Provider will be responsible for all necessary medical expenses. The Provider will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Provider's personnel while at Receivers incident or training.
- g) In the event that consumable supplies are utilized during the response to, or while at the scene of the Receiver's Incident, the Provider shall be responsible for purchase of replacement items.
- h) Provider's personnel will be under the direct supervision of the Provider's ranking personnel present at incident and will operate within the Incident Command System and provide for safe integrated operations with the Receiver's personnel and ensure accountability protocols are adhered to.

Administrative Services THCSO will provide a Chief Officer from the Fire Division to assist the SFPD with the handling of routine administrative duties associated with operating the SFPD in a manner that complies with all Laws and safety policies in effect at time of service. The provision of the Administrative Services will be subject to the following conditions.

1. The THCSO Fire Chief will represent and advocate for SFPD with regards to all interaction with outside agencies and at the Tuolumne County Chief Officer's Association and granted standing proxy to vote on behalf of SFPD interests.
2. Administrative Services. THCSO's Fire Division agrees to provide administrative services in an average monthly amount of twelve (12) hours. THCSO will track the actual number of hours spent each fiscal year and this Agreement will be adjusted annually to reflect the average time spent during the previous fiscal year. Both parties agree that any increase in average monthly services must be requested in writing and amount of hours agreed upon, and this agreement be modified and signed by both parties before the change can be implemented.
3. Costs. SFPD agrees to pay THCSO a fixed monthly amount equal to the THCSO Fire Chief's loaded hourly compensation for twelve (12) hours, to be invoiced by THCSO for

administrative services. THCS D may adjust this amount on July 1st of each year to ensure that it covers the loaded hourly compensation of the THCS D Fire Chief. THCS D will provide SFPD thirty (30) day notice of all such adjustments. No other adjustments shall be made unless both parties agree and this document is amended and signed by both parties.

4. Special Projects/Additional Services. If SFPD requests Administrative Services for any special projects or other tasks that would, in the sole opinion of the THCS D Fire Chief, materially exceed the average amount of administrative services specified in Paragraph 2 above, the THCS D Fire Chief shall notify SFPD as soon as possible. Said notification shall include an indication of whether THCS D has capacity to provide the requested additional services and a general estimate of hours required to complete the additional services. If THCS D has capacity to provide the additional services and SFPD agrees to the general estimate of hours, SFPD shall provide written authorization to perform the additional services to THCS D and agrees to pay THCS D for the actual hours spent providing the additional services, at the THCS D Fire Chief's current loaded compensation rate.
5. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other. This agreement may be terminated by either party at any time without reason.
6. Indemnity. SFPD shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this agreement, defend with counsel acceptable to THCS D, indemnify and hold the THCS D, its officers, employees, agents and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the SFPD. SFPD will bear all losses, costs, damages, expense and liability of every kind, nature, and descriptions that arise out of, pertain to, or relate to such claims, whether directly or indirectly. Such obligations to defend, hold harmless and indemnify THCS D shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of THCS D, its officers, employees, agents and volunteers. Nothing contained in the foregoing indemnity provisions shall be construed to require SFPD to indemnify THCS D, against any responsibility or liability in contravention of Civil Code 2782. It is the intent of the parties to provide the THCS D the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.
7. Insurance Requirements. Each Party shall procure and maintain for the duration of the agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and that results from that work.

Each Party shall maintain comprehensive general liability insurance in an amount not less than \$2,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used in the performance of services under the agreement. Upon request, Each Party shall provide proof of such insurance coverages naming the Other Party its directors, officers, employees, and

authorized volunteers as certificate holder and additionally insured on the General Liability policy with respect to their operation (as broad as ISO Form # CG 20 10 10 01). For any claims related to this project, the insurance coverage shall be primary (at least as broad as ISO Form # CG 20 01 04 13). Regarding the workers' compensation insurance, Each Party hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Other Party; this provision applies regardless of whether or not the Other Party has received a waiver of subrogation from the insurer.

If broader coverage and/or higher limits than the minimums shown above, the Other Party requires and shall be entitled to the broader coverage and/or higher limits maintained by Each Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Each Party. Each Party understands and acknowledge that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

8. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.
10. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.
11. Entire Agreement/Amendments. This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by both parties. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
12. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Tuolumne, State of California, United States of America.

- 13. Facsimile Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon shall for all purposes be treated as originals.
- 14. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.
- 15. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 16. Notifications. All notifications, inquiries, or invoices regarding this Agreement shall be made in writing to:

THCSD
 Tom Trott, General Manager
 P.O. Box 649
 Twain Harte, CA
 95383

SFPD, Board President
 Dee Martin
 P.O. Box 1185
 Pinecrest, CA.
 95364

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

TWAIN HARTE COMMUNITY
 SERVICES DISTRICT

STRAWBERRY FIRE PROTECTION
 DISTRICT

By: _____
 Eileen Mannix, Board President

By: _____
 Dee Martin, Board President

ATTEST:

ATTEST:

By: _____
 Kimberly Silva, Board Secretary

By: _____
 Kristi Mortensen, Admin Assistant

MUTUAL ASSISTANCE and ADMINISTRATIVE SERVICES AGREEMENT

THIS MUTUAL ASSISTANCE and ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of ~~December 11~~ March 8, 2023, 2014, by and between the Twain Harte Community Services District, a public agency (the "THCSD"), and the Strawberry Fire Protection District, a public agency (the "SFPD") (together referred to as "Parties").

Recitals

A. The THCSD Fire Division and the SFPD have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The SFPD has requested from THCSD the provision of administrative services to be provided by the THCSD Fire Chief to represent, advocate and advise the district in all matters with regard to departmental operations with consideration of the limitations in a volunteer fire department versus a fully staffed station, including for routine and possible emergency operations of the SFPD on a perpetual basis or until either party decide to cancel the agreement.

C. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources and the provision of administrative services.

NOW, THEREFORE, the parties agree as follows:

Requests for Mutual Assistance In the event that either party to this Agreement (the "Receiver") has a need for the equipment, supplies, personnel or other resources of the other party hereto (the "Provider") for purposes of emergency response to an incident the following terms shall apply:

1. Discretion by Provider. The Provider shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Receiver for failing to provide such assistance. It is understood and agreed that the Provider will grant a request for assistance only where the Provider has determined that it has the requested resources available and will be able to meet its own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Receiver.
2. Equipment and Personnel. If the Provider supplies emergency equipment to the Receiver, such as fire apparatus vehicles, tools, and personnel, such loaned equipment shall be subject to the following conditions:
 - a) If the Provider so determines, the loaned equipment shall be operated by the Provider's personnel, personnel will then be provided with the equipment.
 - b) The Providers equipment shall be returned to the Provider's District as soon as the incident has become stabilized to a point to safely release equipment.

- c) The Receiver shall not be responsible for any of the fuel, maintenance or personnel costs associated with the Provider's equipment.
- d) In the event that provided equipment is damaged or destroyed while in response to, or at the scene of the Receiver's incident the Provider is responsible for the cost of repairing such damage or replacement.
- e) In the event that the Provider makes its personnel available to the Receiver, the Provider will pay such personnel's applicable salary or hourly wage plus fringe benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Receiver.
- f) In the event that Provider's personnel are injured while in response, or at the scene of the Receiver's incident, the Provider will be responsible for all necessary medical expenses. The Provider will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Provider's personnel while at Receivers incident or training.
- g) In the event that consumable supplies are utilized during the response to, or while at the scene of the Receiver's Incident, the Provider shall be responsible for purchase of replacement items.
- h) Provider's personnel will be under the direct supervision of the Provider's ranking personnel present at incident and will operate within the Incident Command System and provide for safe integrated operations with the Receiver's personnel and ensure accountability protocols are adhered to.

Administrative Services THCS D will provide a Chief Officer from the Fire Division to assist the SFPD with the handling of routine administrative duties associated with operating the SFPD in a manner that complies with all Laws and safety policies in effect at time of service. The provision of the Administrative Services will be subject to the following conditions.:

1. The THCS D Fire Chief will represent and advocate for SFPD with regards to all interaction with outside agencies and at the Tuolumne County Chief Officer's Association and granted standing proxy to vote on behalf of SFPD interests.
2. Administrative Services. THCS D's Fire Division agrees to provide administrative services in an average monthly amount of ~~eight (8)~~ twelve (12) hours. THCS D will track the actual number of hours spent each fiscal year and this Agreement will be adjusted annually to reflect the average time spent during the previous fiscal year. ~~and b~~ Both parties agree that any increase in average monthly services must be requested in writing and amount of hours agreed upon, and this agreement be modified and signed by both parties before the change can be implemented.

3. Costs. SFPD agrees to pay THCSO a fixed monthly amount equal to the THCSO Fire Chief's loaded hourly compensation for twelve (12) hours, of \$625.00 dollars to be invoiced by THCSO for administrative services. THCSO may adjust this amount on July 1st of each year to ensure that it covers the loaded hourly compensation of the THCSO Fire Chief. THCSO will provide SFPD thirty (30) day notice of all such adjustments. No other adjustments shall be made unless both parties agree and this document is amended and signed by both parties.

4. Special Projects/Additional Services. If SFPD requests Administrative Services for any special projects or other tasks that would, in the sole opinion of the THCSO Fire Chief, materially exceed the average amount of administrative services specified in Paragraph 2 above, the THCSO Fire Chief shall notify SFPD as soon as possible. Said notification shall include an indication of whether THCSO has capacity to provide the requested additional services and a general estimate of hours required to complete the additional services. If THCSO has capacity to provide the additional services and SFPD agrees to the general estimate of hours, SFPD shall provide written authorization to perform the additional services to THCSO and agrees to pay THCSO for the actual hours spent providing the additional services, at the THCSO Fire Chief's current loaded compensation rate.

2.5.Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other. This agreement may be terminated by either party at any time without reason.

3.6.Indemnity. SFPD shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this agreement, defend with counsel acceptable to THCSO, indemnify and hold the THCSO, it's officers, employees, agents and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the SFPD. SFPD will bear all losses, costs, damages, expense and liability of every kind, nature, and descriptions that arise out of, pertain to, or relate to such claims, whether directly or indirectly. Such obligations to defend, hold harmless and indemnify THCSO shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of THCSO, its officers, employees, agents and volunteers. Nothing contained in the foregoing indemnity provisions shall be construed to require SFPD to indemnify THCSO, against any responsibility or liability in contravention of Civil Code 2782. It is the intent of the parties to provide the THCSO the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

7. Insurance Requirements. Each Party shall procure and maintain for the duration of the agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and that results from that work.

Each Party shall maintain comprehensive general liability insurance in an amount not less than \$2,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used in the performance of services under the agreement. Upon request, Each Party shall provide proof of such insurance coverages naming the Other Party its directors, officers, employees, and authorized volunteers as certificate holder and additionally insured on the General Liability policy with respect to their operation (as broad as ISO Form # CG 20 10 10 01). For any claims related to this project, the insurance coverage shall be primary (at least as broad as ISO Form # CG 20 01 04 13). Regarding the workers' compensation insurance, Each Party hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Other Party; this provision applies regardless of whether or not the Other Party has received a waiver of subrogation from the insurer.

If broader coverage and/or higher limits than the minimums shown above, the Other Party requires and shall be entitled to the broader coverage and/or higher limits maintained by Each Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Each Party. Each Party understands and acknowledge that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

- ~~4. Both the Provider and the Receiver shall, at its sole cost and expense, purchase and maintain the insurance policies set forth below on all of the operations and activities under this Agreement. Such policies shall be maintained for the full term of this Agreement. For purposes of the insurance policies required hereunder, the term "THCSD" and "SFPD" shall include officers, employees, volunteers and agents of THCSD and SFPD, individually or collectively and both parties agree to provide proof of insurance coverage. SFPD agrees to add to their insurance policies the THCSD, its officers, employees, agents and volunteers, as additionally insured with respect to all liabilities arising out of performance of work under this agreement.~~
- ~~5. _____~~
- ~~6. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the THCSD and SFPD.~~
- ~~7. _____~~
- ~~8. Commercial General Liability Insurance Policy~~
- ~~9. Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. With policy limits not less than the following:~~
- ~~10. _____~~
- ~~11. _____ \$1,000,000 each occurrence (combined single limit);~~
- ~~12. _____ \$1,000,000 for personal injury liability;~~
- ~~13. _____ \$1,000,000 aggregate for products completed operations; and,~~
- ~~14. _____ \$1,000,000 general aggregate.~~
- ~~15. _____~~
- ~~16. Business Automobile Liability Policy~~
- ~~17. Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement.~~
- ~~18. _____~~
- ~~19. Worker's Compensation and Employer's Liability Insurance Policy~~
- ~~20. This policy shall include at least the following coverages and policy~~

- ~~21. — limits:~~
- ~~22. Workers' Compensation insurance as required by the laws of the State of California.~~
- ~~23. Employer's Liability Insurance Coverage B with coverage amounts not less than:~~
- ~~24. ————— \$1,000,000 dollars each accident/Bodily Injury~~
- ~~25. ————— \$1,000,000 dollars policy limit BI by disease;~~
- ~~26. ————— \$1,000,000 dollars each employee BI by disease.~~

~~27.~~8. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

~~28.~~9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

~~29.~~10. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

~~30.~~11. Entire Agreement/Amendments. This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by both parties. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

~~31.~~12. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Tuolumne, State of California, United States of America.

~~32.~~13. Facsimile Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon shall for all purposes be treated as originals.

~~33.~~14. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

~~34.~~15. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

35.16. Notifications. All notifications, inquiries, or invoices regarding this Agreement shall be made in writing to:

THCSD
Tom Trott, General Manager
~~Secretary~~
P.O. Box 649
Twain Harte, CA
95383

SFPD, Board President
~~Dee Martin~~ ~~Kerrie Mathson, Board~~
P.O. Box 1185
~~Strawberry~~ Pinecrest, CA,
~~95375~~ 95364

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

TWAIN HARTE COMMUNITY
SERVICES DISTRICT

STRAWBERRY FIRE PROTECTION
DISTRICT

By: _____
~~Gary Sipperley~~ Eileen Mannix, Board
President

By: _____
~~Lee Dempsy~~ Dee Martin, Board
President

ATTEST:

ATTEST:

By: _____
~~Carolyn Higgins~~ Kimberly Silva, Board
Secretary

By: _____
Kristi Mortensen, Admin Assistant
~~Karrie Mathson, Board Secretary~~



Board Meeting Agenda Item Summary

March 8, 2022

ITEM #:	06F	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-04 – Designation of Applicant’s Agent Resolution for Non-State Agencies.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt Resolution #23-04 – Designation of Applicant’s Agent Resolution for Non-State Agencies.

SUMMARY:

California experienced a series of severe rain and snow storms in late December 2022 and early January 2023 that caused extensive damages to public infrastructure. As a result, Governor Newsom declared a state of emergency, which was confirmed by the federal government. These two declarations make the District eligible to apply for public assistance through the California Office of Emergency Services (Cal OES).

In order to apply for funding assistance through Cal OES, the District must adopt the attached resolution, which identifies authorized individuals who can apply for funds and complete public assistance applications on behalf of the District.

FINANCIAL IMPACT:

The District estimates that it incurred approximately \$71,500 in damages related to the severe storms. If the estimated costs are deemed eligible, the District will be reimbursed the entire amount through Cal OES.

ATTACHMENTS:

- Resolution #23-04 – Designation of Applicant’s Agent Resolution for Non-State Agencies
- Signature Authority for CA State Agencies



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES
 TWAIN HARTE COMMUNITY SERVICES DISTRICT - RESOLUTION #23-04

BE IT RESOLVED BY THE _____ OF THE _____
 (Governing Body) (Name of Applicant)

THAT _____, OR
 (Title of Authorized Agent)

_____, OR
 (Title of Authorized Agent)

 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20___

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
 (Name) (Title)

_____, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the _____
 (Governing Body)

of the _____ on the ___ day of _____, 20__.
 (Name of Applicant)

 (Signature)

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



Signature Authority

California State Agencies

AS THE _____
 (Director/President/Chancellor/Secretary)

OF THE _____
 (Name of State Agency/CSU or UC Campus)

I hereby authorize the following individuals to execute for and on behalf of the named Agency or Campus, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and awarded through the California Governor's Office of Emergency Services.

This Signature Authority is universal and is effective for all open and future disasters up to three (3) years following the date of approval.

This Signature Authority is disaster specific and is effective only for disaster number(s): _____.

_____, OR
 (Title of Authorized Agent)

_____, OR
 (Title of Authorized Agent)

_____,
 (Title of Authorized Agent)

Signed and approved this _____ day of _____, 20_____

 (Print Name)

 (Signature)

 (Official Position)



Cal OES Signature Authority Form Instructions

A Signature Authority for State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Signature Authority Form, Applicants should fill in the blanks on page 1 as follows:

Director/President/Chancellor/Secretary: This is the individual responsible for appointing and approving the Authorized Agents. It must be the head, or acting head, of the agency. Examples include: Director, Agency Secretary, etc.

Name of State Agency/CSU or UC Campus: This is the official name of the state agency that has applied for the grant. Examples include: California Department of Fish and Game, California Highway Patrol, California Department of Water Resources, University of California Berkeley, etc.

Check Boxes: Select either Universal (this Signature Authority applies to all open and future disasters for a period of three (3) years following date of approval) or Disaster Specific (this Signature Authority applies only to the specified disasters). If Disaster specific, fill in the blank with the disaster number(s) for which this resolution applies.

Authorized Agent: These are the individuals that are authorized by the head of the agency to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are **two** ways of completing this section:

1. **Titles Only:** If the head of the Agency so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g.; administrative assistant, the Authorized Agent, secretary to the Director). It does not require the head of the Agency's signature.
2. **Names and Titles:** If the head of the Agency so chooses, the names **and** titles of the Authorized Agents should be listed. A new Cal OES Signature Authority Form will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or if their title changes.

Signature: The bottom of the form should have the head of the agency's printed name, signature and official position.



Board Meeting Agenda Item Summary

March 8, 2022

ITEM #:	06G	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-05 – Approval of a Fiscal Year 2022-23 Park Fund Budget Adjustment for the Tennis/Pickleball Courts Expansion, Ballfield LED Lights and Upgrades, and Skate Park Improvements Projects.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: <u>3</u>		

RECOMMENDED ACTION:

Adopt Resolution #23-05 – Approval of a Fiscal Year 2022-23 Park Fund Budget Adjustment for the Tennis/Pickleball Courts Expansion, Ballfield LED Lights and Upgrades, and Skate Park Improvements Projects.

SUMMARY:

In March 2022, the District entered into a funding agreement with the California Department of Parks and Recreation (State Parks) through the Per Capita Grant Program. The funding agreement provides \$177,952 for capital improvements for the District’s park facilities. The agreement requires a minimum 20% match of \$44,488 from the District. To maximize the grant funding the District will need to undertake projects with a minimum cost of \$222,440.

In January, the Board chose to allocate the funding for the following projects:

- Ballfield LED Lights & Upgrades - \$50,000
- Skate Park Improvements - \$18,000
- Tennis/Pickleball Court Expansion - \$155,000

In February, after considering updated information and in pursuit of best accomplishing its Strategic Plan Goal of identifying recreational opportunities to improve the quality of life in Twain Harte, the Board chose to reallocate the funding to the following projects:

- Ballfield LED Lights & Upgrades - \$25,000. The project no longer includes new bleachers.
- Tennis/Pickleball Court Expansion - \$295,000. The project now includes resurfacing of the tennis courts with a CaliClay or similar surface.
- Skate Park Improvements - \$0. This project will be undertaken in a future fiscal year.

FINANCIAL IMPACT:

Reallocating Per Capita funds as described above, requires \$97,000 more than is currently budgeted. This additional expense is anticipated to be covered with \$35,000 of revenue from the Sonora Area Foundation’s Twain Harte Tennis and Pickle Ball Courts Fund and \$62,000 from Park Fund Capital Reserves, which will leave a balance of \$221,857 at the end of Fiscal Year 2022-23.

The Tennis/Pickleball Court Expansion Project is anticipated to save more than \$200,000 over the next 20 years.

ATTACHMENTS:

- Resolution #23-05 – Approval of a Fiscal Year 2022-23 Park Fund Budget Adjustment for the Tennis/Pickleball Courts Expansion, Ballfield LED Lights and Upgrades, and Skate Park Improvements Projects.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-05**

**APPROVAL OF A FISCAL YEAR 2022-23 PARK FUND BUDGET ADJUSTMENT
FOR THE TENNIS/PICKLEBALL COURTS EXPANSION, BALLFIELD LED LIGHTS
AND UPGRADES, AND SKATE PARK IMPROVEMENTS PROJECTS**

WHEREAS, Twain Harte Community Services District's (District) Fiscal Year (FY) 2022-23 Fire Fund Budget includes the following Capital Outlay line items:

- Ballfield LED Lights & Upgrades - \$50,000
- Skate Park Improvements - \$18,000
- Tennis/Pickleball Courts Expansion - \$155,000; and

WHEREAS, on February 8, 2023, the District Board determined that it could best achieve its Strategic Goal of providing recreational opportunities that improve the quality of life in Twain Harte by modifying the above projects as follows:

- Ballfield LED Lights & Upgrades – Remove the bleacher replacement portion of the project and decrease project budget by \$25,000.
- Skate Park Improvements – Postpone the project to a future fiscal year.
- Tennis/Pickleball Courts Expansion – Add tennis court resurfacing with a CaliClay or similar material to the project scope, increasing the budget by \$140,000; and

WHEREAS, making the above project modifications reduces ongoing Park maintenance costs by an estimated \$200,000 over the next 20 years; and

WHEREAS, making the above project modifications provides an additional \$35,000 of revenue from the Sonora Area Foundation's Twain Harte Tennis and Pickleball Courts Fund; and

WHEREAS, making the above project modifications requires adjustments to the FY 2022-23 Park Fund Budget; and

NOW, THEREFORE, BE IT RESOLVED, by the District Board of Directors that the FY 2022-23 Park Fund Budget be adjusted as follows:

1. Increase the "Grant Revenue" Revenue line item by \$35,000, from \$2,692,565 to \$2,727,565; and
2. Decrease the "Ballfield LED Lights & Upgrades" Capital Outlay line item by \$25,000 from \$50,000 to \$25,000; and
3. Decrease the "Skate Park Improvements" Capital Outlay line item by \$18,000 from \$18,000 to \$0; and

4. Increase the "Tennis/Pickleball Courts Expansion" Capital Outlay line item by \$140,000 from \$155,000 to \$295,000; and
5. Decrease the Transfer to Reserves by \$62,000.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on March 8, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary



Board Meeting Agenda Item Summary

March 8, 2022

ITEM #:	06H	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-06 - Approval of Partial Purchase of the Twain Harte Community Center by the Fire Fund and Approving Fiscal Year 2022-23 Fire and Park Fund Budget Adjustments for said Purchase and Related Community Center Improvements Project.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>2, 2.13, 2.14, 3.3</u>		

RECOMMENDED ACTION:

Adopt Resolution #23-06 – Approval of Partial Purchase of the Twain Harte Community Center by the Fire Fund and Approving Fiscal Year 2022-23 Fire and Park Fund Budget Adjustments for said Purchase and Related Community Center Improvements Project.

SUMMARY:

The District’s Community Center has been underutilized for more than a decade. Its current average annual public use is 15 days and its expenses are more than six times higher than its rental revenue. It also need improvements to make it more usable and desirable, but its low use and the Park Funds limited Capital Reserves do justify the significant investment it requires.

The District’s Fire Division has desired to use the Community Center for required trainings, regional trainings with cooperator agencies, and as a local/regional emergency operations center, but it can’t serve any of those purposes without significant improvements that the Park Fund cannot afford to make.

Recent staff collaboration resulted in a win-win solution for both the Park and Fire Divisions, which involves purchase of the 50% of the Community Center by the Fire Fund. This would enable improvement costs needed to make the Community Center capable of serving as a fire training center and more desirable space for the public to be shared by the Fire and Park Funds and would provide the Park Fund with enough money to pay for its portion of improvements and increase Park Capital Reserves. The partial purchase and related Community Center Improvements Project would also enable the District to achieve several Strategic Plan Goals/Objectives:

- Goal 2 – Prepare staff, community and infrastructure for wildfire and other events that threaten our community services.
- Objective 2.13 – Improve and expand fire training facility.
- Objective 2.14 – Promote/conduct trainings with local cooperator agencies.
- Objective 3.3 – Explore options to improve Community Center bathrooms, kitchen, parking lot and internet capabilities.

FINANCIAL IMPACT:

The cost to purchase 50% of the Community Center is \$110,292 (half of its depreciated value). The Community Center Improvements Project cost is \$80,000, which would be split equally between Fire and Park Funds. This would result in an increased withdrawal from Fire Capital Reserves of \$150,292, leaving a balance of \$367,842 at the end of FY 2022-23. It would result in an increased transfer to Park Capital Reserves of \$70,292.

The annual Park Fund operations costs would be decreased by approximately \$1,900 and the annual Fire Fund operations cost would be increased by approximately \$3,100, but increased training revenue is also expected.

ATTACHMENTS:

- Resolution #23-06 - Approving Partial Purchase of the Twain Harte Community Center by the Fire Fund and Approving Fiscal Year 2022-23 Fire and Park Fund Budget Adjustments for said Purchase and Related Community Center Improvements Project.
- Community Center/Fire Training Center Evaluation

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-06**

**APPROVAL OF PARTIAL PURCHASE OF THE TWAIN HARTE COMMUNITY
CENTER BY THE FIRE FUND AND APPROVING FISCAL YEAR 2022-23 FIRE AND
PARK FUND BUDGET ADJUSTMENTS FOR SAID PURCHASE AND RELATED
COMMUNITY CENTER IMPROVEMENTS PROJECT**

WHEREAS, the Twain Harte Community Services District's (District) Community Center is one of the District's most underutilized assets; and

WHEREAS, the Community Center's average annual rental revenue is only covers about 16% of its annual costs and its average annual public use is 15 days; and

WHEREAS, the Community Center is in need of improvements to provide sufficient and desirable facilities, but its minimal use does not warrant investment from the District's limited Park Fund Capital Reserves; and

WHEREAS, the Fire Division has need of the Community Center for training purposes, but cannot effectively utilize it in its current state; and

WHEREAS, recent collaboration between the District's Operations Division and Fire Division has resulted in a cooperative solution that involves the Fire Fund's partial purchase of the Community Center to meet both Park and Fire needs; and

WHEREAS, joint ownership of the Community Center would create increased use and shared assets, enabling improvements to be made to the building, which would enable the District to achieve the following Strategic Plan Goals and Objectives:

- Goal 2 – Prepare staff, community and infrastructure for wildfire and other events that threaten our community services.
 - With improvements and fire control, the Community Center can be used as a local/regional emergency operations center..
- Objective 2.13 – Improve and expand fire training facility.
 - With improvements, the Community Center can serve as a large, professional training facility capable of providing needed fire training.
- Objective 2.14 – Promote/conduct trainings with local cooperator agencies.
 - With improvements, the Community Center will be capable of hosting large regional trainings with cooperator agencies.
- Objective 3.3 – Explore options to improve Community Center bathrooms, kitchen, parking lot and internet capabilities.
 - Improvements would include all these items; and

WHEREAS, joint ownership of the Community Center would decrease the Park Fund's annual operations costs, while enabling it to provide a more desirable facility to the community; and

WHEREAS, in order to achieve the benefits listed above, the Fire Fund needs to purchase 50% of the Community Center from the Park Fund at a value of \$110,292 (50% of its depreciated value); and

WHEREAS, in order to achieve the benefits listed above, the Park and Fire Funds would need to undertake the Community Center Improvements Project at a cost of \$80,000, which would be shared equally; and

WHEREAS, it is necessary to make adjustments to the FY 2022-23 Park and Fire Fund budgets to complete the partial purchase and undertake the Community Center Improvements Project.

NOW, THEREFORE, BE IT RESOLVED, by the District Board of Directors that:

1. The Park Fund's sale and Fire Fund's purchase of 50 percent of the Community Center is authorized and approved for the purchase price of \$110,292.00; and
2. The Community Center Improvements Project is authorized to be undertaken in FY 2022-23 to improve the parking lot, bathrooms, kitchen, meeting space, audio/visual capabilities, flooring, and other miscellaneous improvements; and
3. The FY 2022-23 Park Fund Budget be amended as follows:
 - a. Increase the "Sale of Assets" Revenue line item by \$110,292, from \$0 to \$110,292; and
 - b. Add a "Community Center Improvements" line item to Capital Outlay with a value of \$40,000; and
 - c. Increase the Transfer to Reserves by \$70,292; and
4. The FY 2022-23 Fire Fund Budget be amended as follows:
 - a. Add a "Community Center Purchase (50%)" line item to Capital Outlay with a value of \$110,292; and
 - b. Add a "Community Center Improvements" line item to Capital Outlay with a value of \$40,000; and
 - c. Increase the Transfer from Reserves by \$150,292.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on March 8, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

COMMUNITY CENTER / FIRE TRAINING CENTER EVALUATION

Annual Operations Costs	\$ 5,000.00
Maint/Repair (5yr avg)	\$ 850.00
Utilities (last 2 yrs)	\$ 3,250.00
Property Insurance	\$ 900.00

Annual Rental Revenue	\$ 800.00
------------------------------	------------------

Needed Improvements	\$80,000.00
ADA Bathrooms/Kitchen/Storage	\$50,000.00
Flooring	\$10,000.00
Parking Lot Repairs	\$15,000.00
Audio/Visual	\$5,000.00

Annual Cost to Add Internet	\$ 1,200.00
------------------------------------	--------------------

Park's Annual Net Profit	\$ (4,200.00)
---------------------------------	----------------------

Current Rental Use: ~ 16 days/yr
Proposed Fire Use: ~ 40-60 days/yr

Fire Capital Reserves	\$518,134.00
5-Yr Reserve Need	\$ 65,000.00
6-10-yr Reserve Need	\$ 95,000.00

Fire Projected Operational Surplus	
FY22-23	\$ 56,321.00
FY23-24	\$ 47,177.00
FY24-25	\$ 38,524.00
FY25-26	\$ 29,961.00
FY26-27	\$ 19,948.00

FIRE PURCHASES HALF OF COMMUNITY CENTER

Fire One-Time Capital Cost	\$ 150,292.00
50% Building Purchase Cost*	\$ 110,292.00
50% Improvements Cost	\$40,000.00

Park One-Time Capital Cost	\$ (70,292.00)
Fire Building Purchase	\$ (110,292.00)
50% Improvements Cost	\$40,000.00

Annual Operations Cost	\$6,200.00
50% Fire	\$3,100.00
50% Park	\$3,100.00

Annual Rental Revenue**	\$800.00
--------------------------------	-----------------

Park's Annual Net Profit	-\$2,300.00
	\$1,900 more than current

Park Capital Reserve Boost	\$70,292.00
-----------------------------------	--------------------

Fire's Annual Net Profit***	-\$3,100.00
------------------------------------	--------------------

Fire Capital Reserves	\$367,842.00
------------------------------	---------------------

* Based on 50% of Depreciated Value

** Park would continue to rent Community Center

*** Doesn't take into account training revenue



Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	07A	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	President and Board member reports.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item provides an opportunity for individual Board members to provide a verbal report of District-related activities undertaken in the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

None.



Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	07B	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Fire Chief's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the Fire Chief regarding general operations of the District's Fire Division over the previous month.

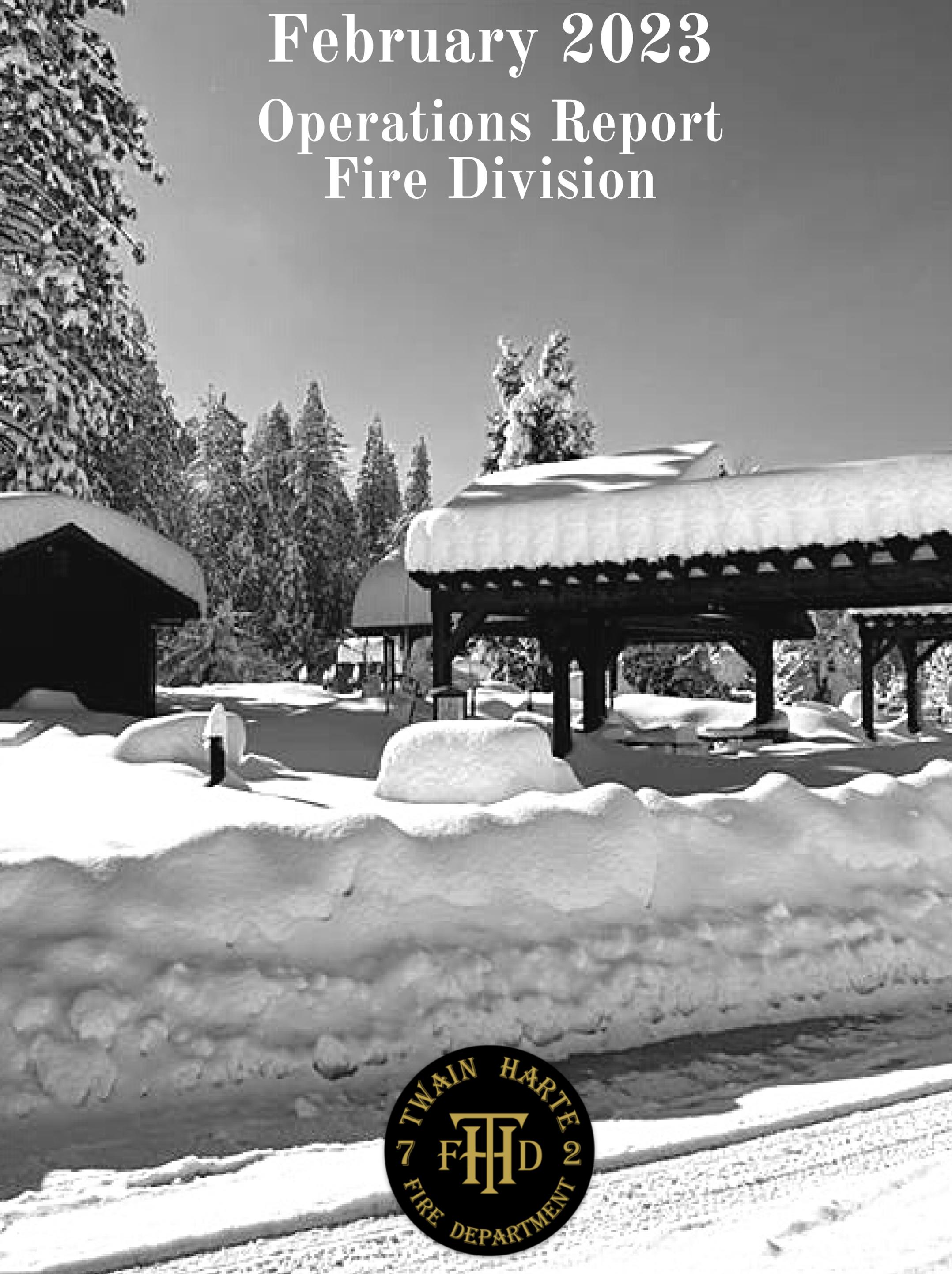
FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Fire Operations Report
- CERT Monthly Newsletter

February 2023 Operations Report Fire Division



STAFFING

Full-Time Captains-2

Temp Captain-1

Intern Operators-1

Relief Captains-3

Reserve Firefighters-1

Intern Firefighters-3



2023 Storm Response Round 2



FLEET/FACILITIES



E-721 is getting the final touches completed. Last week, some significant issues were found in the pump that caused E-721 to fail its dry vacuum test. The insurance will cover all pump repairs. Also, during the safety inspection, some items on the turbo boot and rear passenger brakes needed to be repaired.



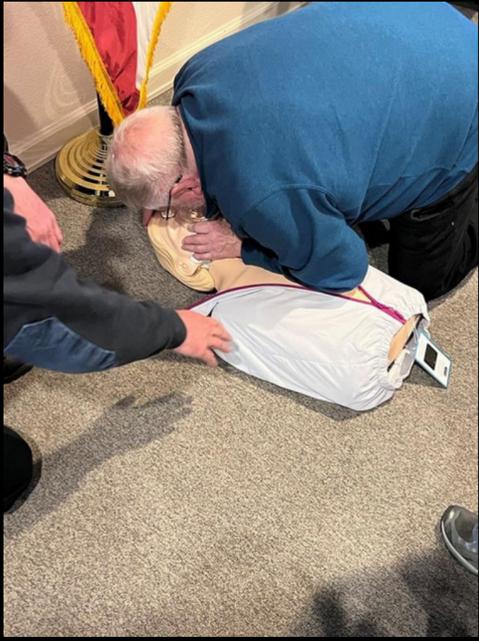
February Responses-28



On February 27th at 11:35 pm, Twain Harte Fire, Mi Wuk Fire, Cal Fire, Tuolumne County Fire, and Ranchirea Fire responded to a reported residential structure fire on Red Wing trail. Crews arrived at the scene at a 3-story 7,345 square foot residential structure with light smoke showing front the front of the structure; crews had to deal with heavy snow drifts and narrow roadways into the fire. C-720 arrived at the scene and took command of the incident. The fire was well established in the walls on all three floors. Crews did an outstanding job locating the fire and limiting damage to the residence. It took crews 143 min from the time of dispatch to full containment of the incident. This is another fine example of the working relationship and diligent training our fire community does together.



February Training-300



February was a busy training month for all staff members. THFD hosted a community CPR/AED class for all CSD staff. Thank you to all of the CSD members who made this class possible.



February Training Continued



February 14,15,16th Twain Harte Fire Department hosted Common Vehucicle Auto Extraction, a state-level class. Twenty-eight students from all over the county participated. The hands-on portion of the class was held at the future Meadows Park location. This was an excellent opportunity for the community to come out and get a front-row seat to what their firefighter must learn to get trapped people out of vehicles.

I was able to capture a picture with a thousand words. The man on the right is one of the original Fire Captains, Bill Jesperson, from Twain Harte Fire. Captain Jesperson was the one who raised and purchased THFD's first set of JAWS about 40 years ago. Having him at the training was a very moving experience to see how far our department has come through his eyes. The stories about the types of calls he responded to with fewer technical tools were terrific to hear. Getting "Good Job Kid" from his legend was a proud moment.

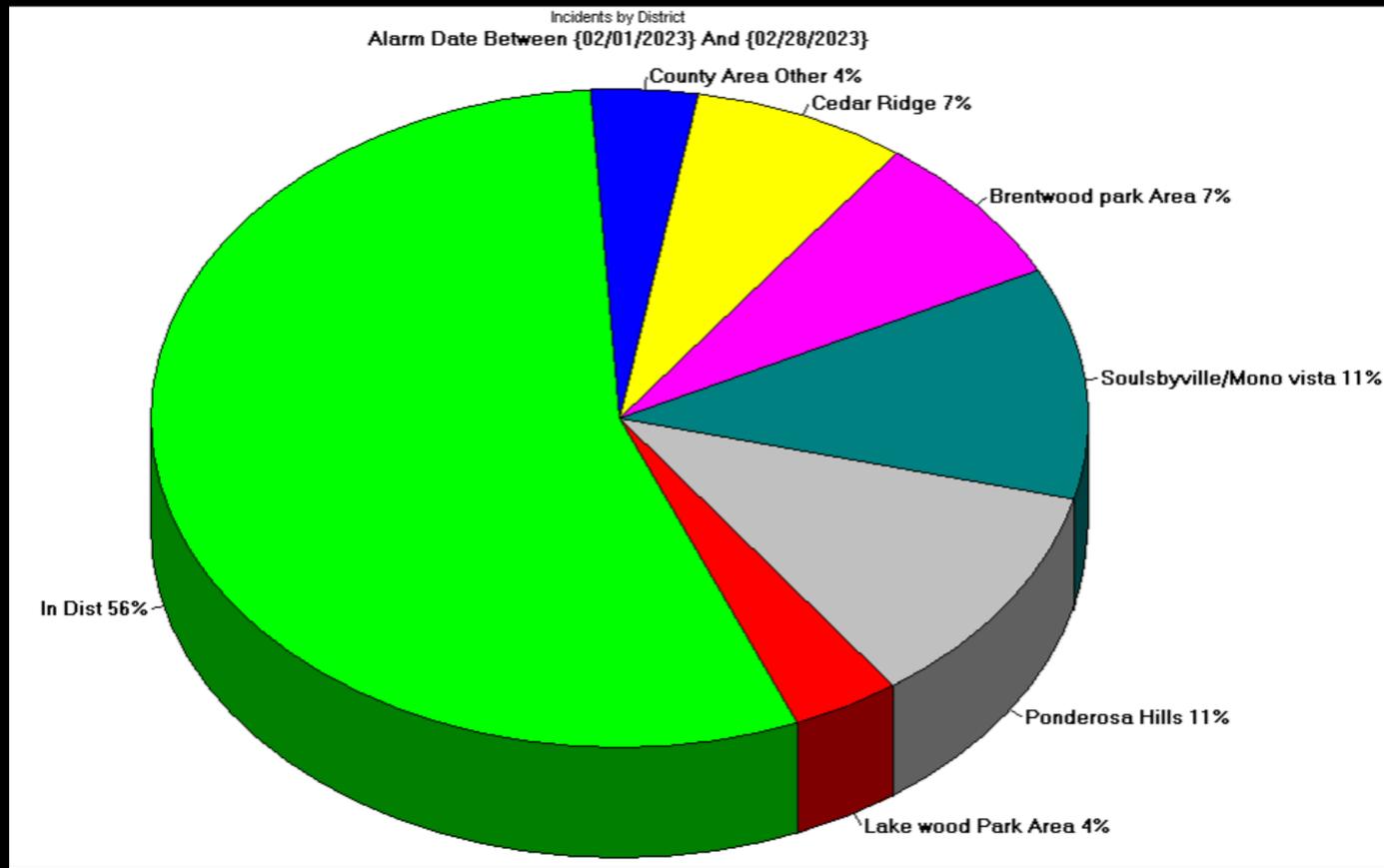
Tuolumne County Fire Chiefs



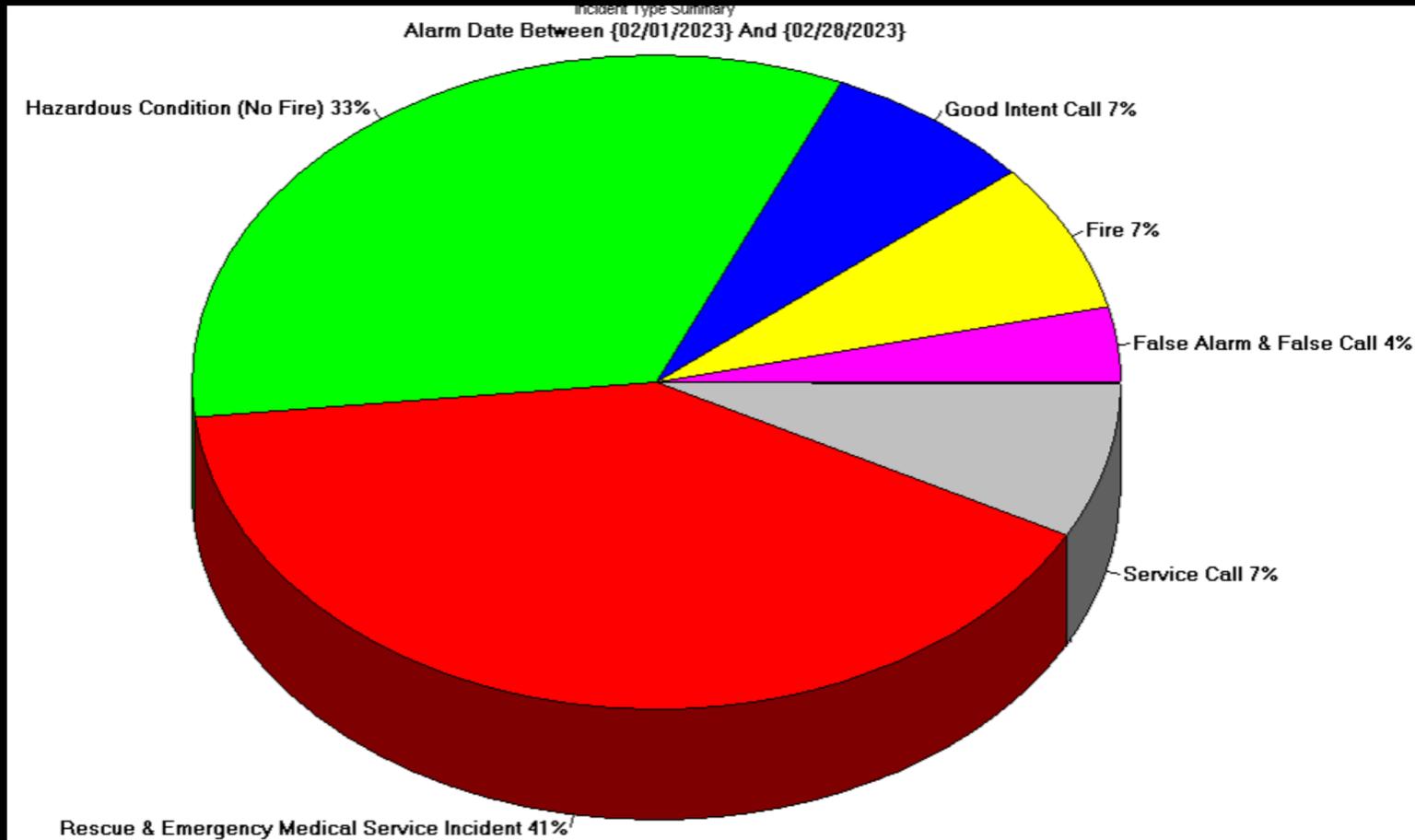
The county Fire Chiefs has its first-ever official logo. I worked with a logo company to create the new County Fire Chiefs Logo.

The Fire Chiefs and local law enforcement are creating a local peer support app for all local emergency responders. This will also include nurses and medical personnel. It will allow anyone in these groups to reach out any time of day and get the help they need; they will be able to pick a representative for any department and talk to a live person.

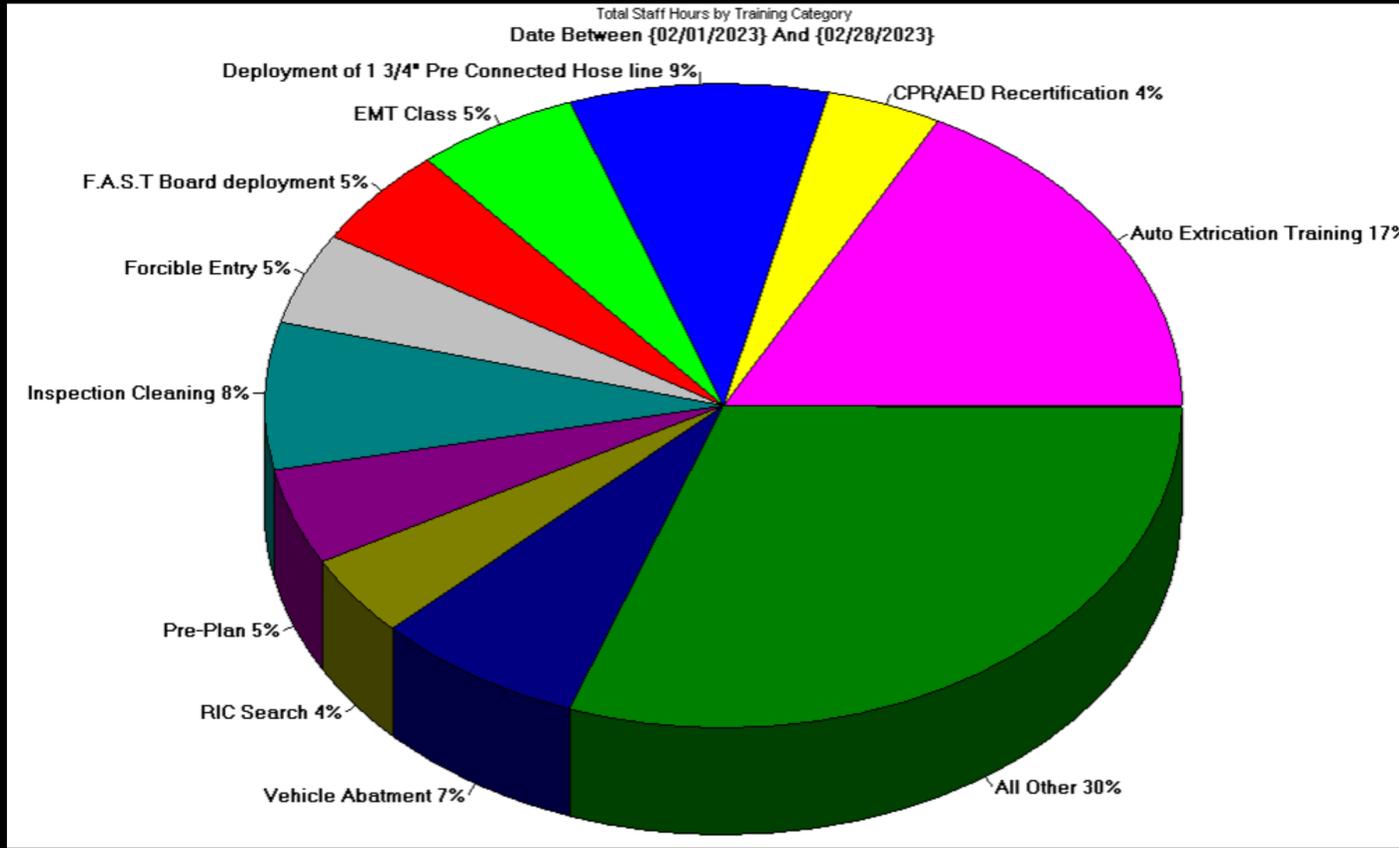
February incidents by district



February incidents by type



February training by type





SERVING OUR COMMUNITY

MONTHLY UPDATE

February 2023

Mary Schreiner, PIO & Editor
twainhartecert@gmail.com

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A Great Time to Give a Call	Page 5
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What's Next?	Page 6

We hope you enjoy this month's issue. Our goal is to provide information to the community, focusing on safety and health.

If you have any suggestion for future articles, please contact twainhartecert@gmail.com for consideration by the board.

NOTES FROM THE PROGRAM MANAGER

by Carol Hallett



February is one of the coldest months of the year and so when the white stuff fell from the heavens it stayed and our little town is snowed in. It slowed down some of our activities towards the end of the month but that was a good time to reach out to neighbors and see if anyone needed anything. I love that community feeling!



Our communications training class, that was scheduled for February, had to be postponed but we were able to get it rescheduled for the end of March. We all know that communications is vital during an emergency but wouldn't it have been great to be on a net and hear what was happening during the white out?

Share what is happening around you? The training has been reschedule for March 25, and I hope you plan to attend. We will show you how to keep in touch.



Looking out my window as I write this article

Even though this was a short month and we all stayed closer to home the past week or so you will see that we took advantage of the days we could and had some amazing events in town.



CPR AND AED TRAINING FOR THCS D

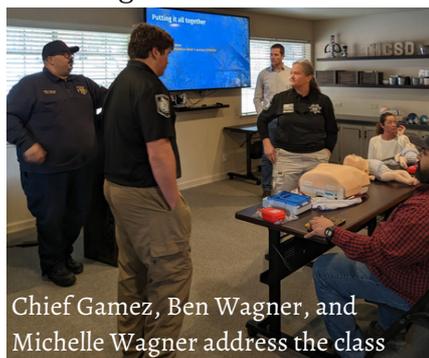
by Michelle Wagner, UAS Unit Leader



In February, UAS Pilot, Ben Wagner, FF Rehab Unit Lead, Randie Revilla, and I provided CPR/AED training to Twain Harte Community Service District employees, as well as a few Board Members. It was a great class! We had a lot of fun getting to know people and sharing some stories from our time in the field.

For those who don't know, Ben currently works as an EMT, I'm a retired law enforcement Tactical EMT, and Randie is a retired Paramedic/Captain from the fire service. One of the things we do in our non-CERT world is to work for a security training company offering classes in a wide variety of topics, one of which is CPR and AED.

The Twain Harte Fire Department received a grant to place Automatic External Defibrillators (AEDs) in some of the businesses around town. Part of that grant also included training in the use of that equipment. Upon finding out that we were certified to teach these classes, Chief Gamez asked if we would be willing to do so.



Chief Gamez, Ben Wagner, and Michelle Wagner address the class

Of course, we JUMPED at the idea! This is OUR community. Of course, we want to help and we ALL benefit from having our community trained in these types of skills. Isn't that what CERT is all about?



Michelle Wagner gives instruction

According to the American Heart Association, more than 350,000 sudden cardiac events occurred outside the hospital in 2020. Bystander CPR increases survivability from these events by 2 or 3 times! I strongly encourage anyone reading this article to search out some training on your own. It's affordable and easy and only takes a few hours out of your day, AND it truly could save a life. If you are able to attend our CERT monthly training in April, we will be offering this training again.



Ben Wagner teaches proper CPR technique

I want to commend the THFD for their forward-thinking and their efforts to make our little community safer. All three of us were honored to be a part of this effort.



THCS D Staff practice what they learned

VEHICLE EXTRICATION TRAINING

by Chief Neil Gamez, THFD



Firefighters from all over California gathered at Meadows Park in Twain Harte California on February 14th through 16th for Common Vehicle Auto Extrication classes. There were several different vehicle scenarios, where firefighters could practice their skills.

Thank you to Adam Harnage, Patrick McKeegan, Cal Fire TCU, and all the Twain Harte Fire staff who made this class happen.

Special thanks to the Twain Harte community,



It takes a lot to put on training classes

who came out to witness first-hand what rescuing victims out of vehicles was all about.

As a Fire Chief of a small department, I was amazed by the community involvement, and I appreciate the one-on-one face time with the public. They were able to get a front-row seat to what truly happens during technical rescue vehicle accidents.



Community members getting one-on-one tour



Learning to use new extraction tool



Supporting cars for safety

Many of the THA-CERT members were able to come by and learned even more about how Firefighters work to save lives.

It was an amazing training for everyone and we plan on scheduling more trainings over due course.

Editor's note: information for this article was extracted from THCS's and Chief Gamez's Facebook posts.

BADGES ON THEIR WAY

by Mike Mandell, Team Leader



Whenever we are deployed we need to show identification, so having THA-CERT badges is important. John Buckingham worked hard to get background checks for our staff which allowed us to get to the next step, creating a beautiful badge. With the guidance from Chief Neil Gamez we created a template that represents our group.



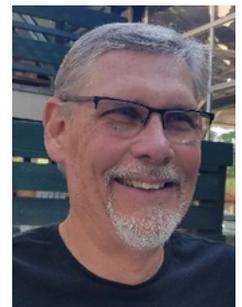
We gathered all the needed material (badge number, titles, graduation dates, photos) and along with the template the project was handed off to one of our newly graduated members, Ellen Emerson. Ellen is a star; she was able to generate the badges as part of her snow day events. This will be the first batch and I will be very happy to hand them out. We will all wear them proudly.



Oh yeah, I see my shadow!

INSTALLING THOSE SMOKE ALARMS

by Bob Schreiner, Logistics Section Chief



You may have heard about our Smoke Alarm Program, where we provide smoke alarms and install them for senior and disabled members of our community. I recently volunteered to assist with the installations, figuring it would be a good fit with my experience as an electrician.

So far, I have only assisted with one installation for a senior living in Sonora. It's a great feeling to be able to do something so simple and yet so important to help keep our most vulnerable neighbors safe. Area 12 Agency on Aging have done a great job of promoting this program and I hope more people take advantage of it.

I enjoy working with Mike (Mandell, Team Leader) and I look forward to installing more alarms, once the snow stops falling and we can get out. Mike says that he likes having me along because he no longer needs to carry big heavy ladders everywhere. I guess being 6'4" does come in handy.



IT'S A GREAT TIME TO GIVE A CALL

by John Buckingham, Safety Officer



When winter weather causes communication issues with your friends, neighbors, the elderly, or disabled, make it a priority to make a physical visit to check up on them (when possible and safe).



Make sure they are wearing adequate clothing in layers and a hat. Inquire about the working sources of heat and what can be used to keep warm.

Check on availability of easy to consume foods such as soup, cup of noodles, or milk.

Try to keep the home warm but well ventilated

Make sure they are up to date on their medications

Check to make sure they are being active, not sitting or lying down for long periods.

Offer to move them to a nearby warming station if it is safe to do so.

Call 911 immediately if the following symptoms are exhibited:

- Sleepiness
- Confusion
- Cold hands or feet
- Pale skin
- Slurred or slow speech
- Dizziness or slow speech
- Poor control over movements or slow reactions
- Weak pulse



Be a good neighbor when weather conditions are challenging!



WHERE DOES THE TIME GO?

by Lise Lemonnier, Planning Section Chief, THA-CERT



The THA-CERT volunteer hours for February are:

Administration =	148.5
Training =	20
<u>Deployment =</u>	<u>0</u>
Total February hours =	168.5



Events

Visit Tuolumne County:

<https://www.visittuolumne.com/events>

Twain Harte Chamber of Commerce:

<https://www.twainhartec.com/events>

Training

THA-CERT Emergency Communications Training

Please note: the training originally scheduled for February 25th has been rescheduled to: Saturday, March 25, 2023

Twain Harte Community Center
18775 Manzanita Drive, Twain Harte
0900 to 1200

Trainings are open to the public. This is part of being prepared, so plan to come and bring a friend!



Meetings

THCSD Board Meeting (open to the public)

<https://www.twainhartecsd.com/board-meetings>

THCSD Board Room at Vantage Point
Wednesday, 08 March 2023 , 9:00 am

CERT & Fire Association Board Meeting

THCSD Board Room at Vantage Point
Thursday, 09 March 2023 , 9:30 am

Save The Date!

THA-CERT CPR & AED Training

Saturday, April 29, 2023

Twain Harte Community Center
18775 Manzanita Drive, Twain Harte
0900 to 1200

This class is open to the public but will require registration. Class participation will be on a first come first serve basis.



Veterans of Foreign Wars
Keith Dale Wann Post 4748

Veterans Ruck March 2023
March 25th @10am

Location:

VFW Post 4748, 18375 Fir Ave Tuolumne CA 95379



The "Vets Ruck March" fundraiser is for all ages, it will be held on Saturday March 25th, 2023. We will start at 10am in front of the Tuolumne Veterans Memorial Hall and finish by noon. Our goal is to get at least 200 donating participants which will help support our Post's Programs.

Registration is \$60. Each participant will get a patch and event shirt. Logos of sponsors will be printed on the backs of the event shirts, as well as on our promotion efforts; **sponsorships are a minimum of \$500.**

Participants are encouraged to bring a backpack that is at least 22lbs, in memory of those that have fallen to suicide. **To be in the running for 1st, 2nd and 3rd place prizes a 22lb backpack is required (Men and Woman Classes).** Please consider filling your backpack with items to donate to our "Homeless Veterans Program" after finishing the March.

The entire march route will be roughly 3 miles; mainly flat with one hill, on paved and dirt roads, friendly for all ages. Route maps will be provided at the sign in table, and route will also be marked with signage. We will have all participants sign a release of liability at sign in between 9am to 9:45am.

Registration: (Please Circle)

Print Name: _____ Shirt Size: Adult Child & S M L XL XXL

Address: _____

Email: _____ Cell: _____

Payment Methods:
 Please mail or email your registration form with or after you make your payment:
 VFW Post 4748, 18375 Fir Ave Tuolumne CA 95379 or vfwpost4748@yahoo.com
 *Make Checks Payable to "VFW Post 4748" memo "Vets Ruck".
 *PayPal vfwpost4748@gmail.com or Contact QM 209-206-6768 for credit card payments.

ANNUAL SPONSORS:



Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	07C	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Operations Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the Operations Manager regarding general operations of the District's Operations Division over the previous month. The Operations Division is responsible for water, sewer, and parks and recreations services.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Operations Manager Report



TWAIN HARTE CSD OPERATIONS REPORT

What's New

- Attended Columbia College Job Fair to advertise our intern program and our temporary WSP position.
- SNOW!!!



Water/Sewer/Park
Division

For February 2023

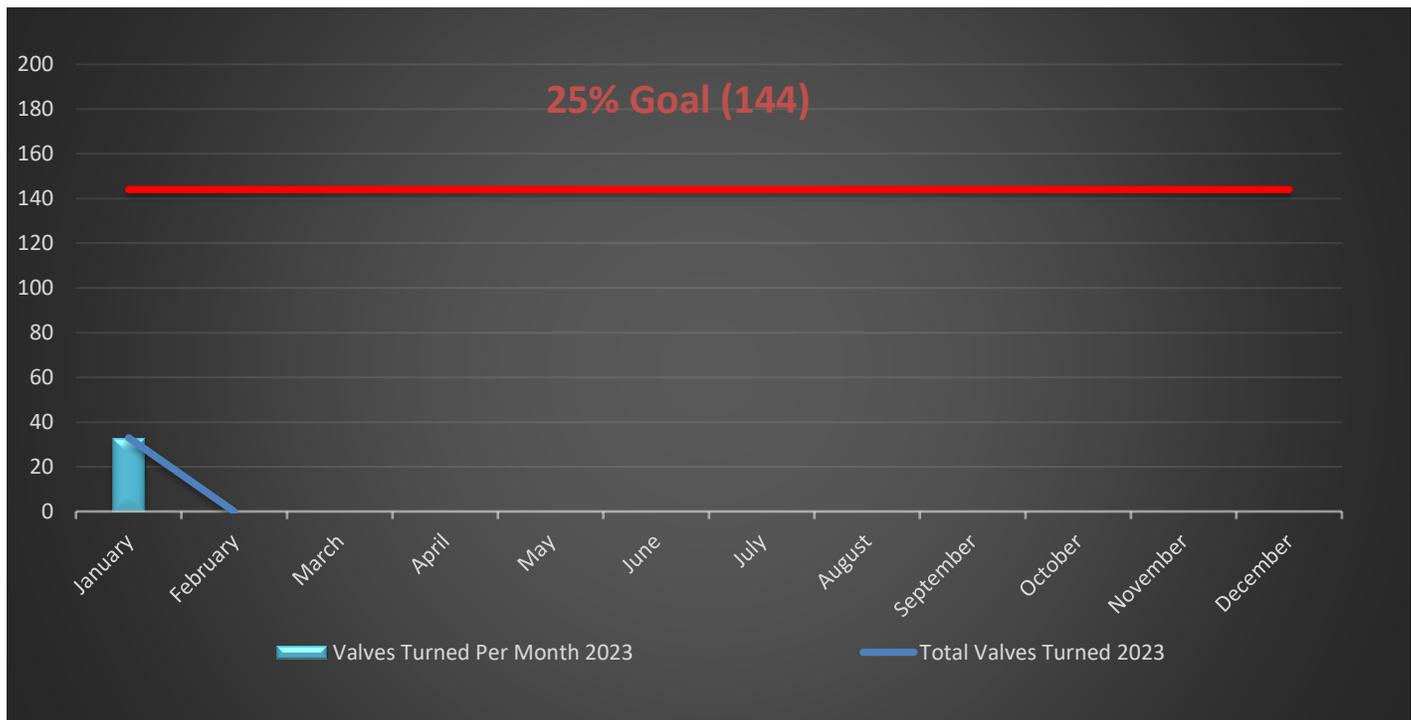
Board Meeting 3/8/23



Highlights

Water

- Number of customer service calls were average for this time of year (20-30) for a total of 26.
- 1 USA North Dig Alerts marked out (context in development).
- Valves inspected and maintained out of 575: 33 or 0.06%.
(Context: 7 were inspected and maintained by this time last year).



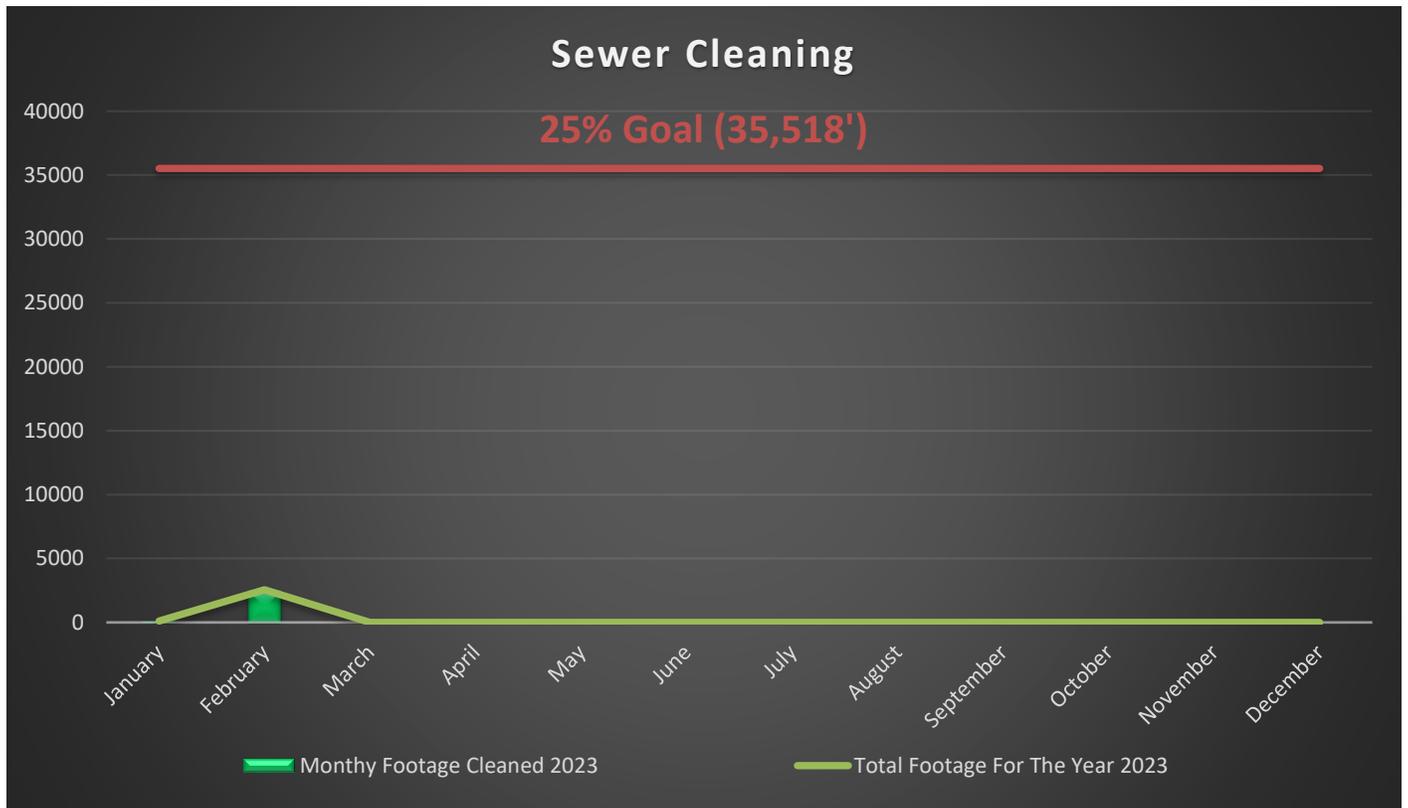
- 1 Mainline repair was performed.
- THFD facilitated assistance from Calfire line crews to help lay sandbags along an ice-dammed portion of the ditch that was flooding into the shop off.



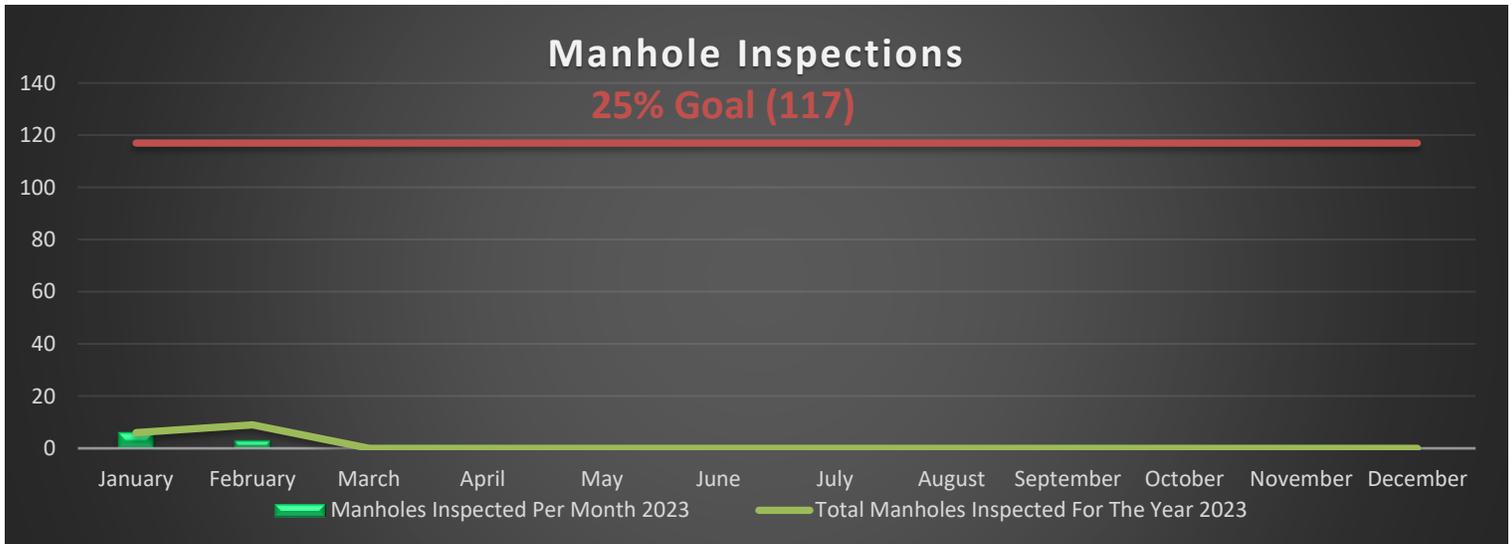


Sewer

- Number of customer service calls were average for this time of year (1-10) for a total of 2.
- Sewer main footage cleaned out of 142,072': 2555' or 1.8%. (Context: 1,786' were cleaned by this time last year with an annual goal of 25% cleaned).



- Manholes inspected and maintained out of 468: 9 or 1.9%. (Context: 18 were cleaned by this time last year with an annual goal of 25%).



- Two trees were removed at Redwing Trail Lift Station after a passerby noticed a heavy lean and evidence of soil lift averting a possible destruction of the entire surface portion of the lift station.





Parks and Recreation

- Nothing to report.



Vehicles and Equipment

- Well #3 generator is having a fuel line issue and is slated for repair when conditions allow.

Year: 2023

Month	Treatment Plant (Gal)	Well #1 (Gal)	Well #2 (Gal)	Well #3 (Gal)	Total Recycled (Gal)	Total Production (Gal)	2013 Total Production (Gal)	Percentage Conserved (%)	Rain (inches)	Snow (inches)
Jan	4,323,056	662,674	1,734,171	104,686	554,865	6,824,587	8,304,262	17.82%	14.53	7.63
Feb	4,903,690	0	0	0	376,325	4,903,690	5,836,362	15.98%	1.46	77
Mar						0				
Apr						0				
May						0				
Jun						0				
Jul						0				
Aug						0				
Sep						0				
Oct						0				
Nov						0				
Dec						0				
Total	9,226,746	662,674	1,734,171	104,686	931,190	11,728,277	14,140,624	17.06%	15.99	84.63



Board Meeting Agenda Item Summary

March 8, 2023

ITEM #:	07D	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	General Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the General Manager regarding overall District operations and operations of the District's Administration Division over the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- General Manager's Report

GM REPORT

MARCH 8, 2023



ADMIN ACTIVITIES

- Fire/Park Collaboration for Community Center
- TH Meadows Park Design & Funding Agreement
- Fire Union Proposals and Projections
- Per Capita Grant Project Application Changes
- Million Gallon Tank #2 Design Review/Coordination
- Administrative Services Coordination with SFPD
- Records Retention, Reorganization and Purging

CAPITAL PROJECTS

Motor Control Center (MCC) Upgrade

Budget: \$185,000

Construction submittals to replace the MCC at the water treatment plant are being reviewed and work is anticipated to take place in November 2023 during low water demand months.

Twain Harte Meadows Park

Budget: \$2,600,000

A grant-funded project to build a new, community-designed park next to Eproson Park. Draft final design is complete and completion of the funding agreement is anticipated in the next 2-3 weeks. Construction is anticipated to begin in summer 2023.

Million Gallon Tank #2 Rehabilitation

Budget: \$1,275,000

Draft 100% design is complete for the grant-funded project to replace tank roof, reinforce support structure and recoat interior and exterior of the tank. Construction anticipated in summer 2023.

Tennis/Pickleball Court Improvements Project

Budget: \$275,000

Expansion/resurfacing of the pickleball courts with a sport grid surface and resurfacing of the tennis courts with a clay surface is currently in design. Construction is anticipated in summer.

SCADA Upgrade Project

Budget: \$300,000 Water / \$100,000 Sewer

Design of SCADA system to remotely operate, monitor and control water and sewer system facilities to begin in spring 2023.

MEETINGS OF INTEREST

- 2/21** Realtor Vacant Lot Coordination
- 2/28** Sonora Area Foundation Tennis Fund
- 3/7** TH Stormwater Grant Meeting
- 3/9** OES/FEMA Stormwater Grant
- 3/9** Twain Harte Download

PLANNING PROJECTS

Water System Evaluation/Analysis

Budget: \$499,053

Hydraulic model, water loss analysis and risk assessment and identification/prioritization of capital projects is complete. Design of Sherwood Forest water lines replacement is underway.

FUNDING OPPORTUNITIES

FEMA SAFER GRANT - \$2.7M

Full-Time Firefighters / Application in Process

MULTI-BENEFIT DROUGHT GRANT - \$650K

Turf Replacement / Award: March 2023

MULTI-BENEFIT DROUGHT GRANT - \$950K

Shadybrook Silt Removal / Award: March 2023

MULTI-BENEFIT DROUGHT GRANT - \$1.7M

Water Line Replacement / Award: March 2023

STATE REVOLVING FUND - \$4.5M

TH Pipeline Project / Award: Spring 2023

PROP 68 RURAL RECREATION - \$1.25M

TH Meadows Park / AWARDED

MULTI-BENEFIT DROUGHT GRANT - \$1.275M

MG Tank #2 Rehab / AWARDED