

TWAIN HARTE COMMUNITY SERVICES DISTRICT

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

REGULAR MEETING OF THE BOARD OF DIRECTORS THCSD CONFERENCE ROOM 22912 VANTAGE POINTE DR., TWAIN HARTE August 12, 2026 - 9:00 A.M.

NOTICE: This meeting will be accessible via ZOOM for virtual participation.

- Videoconference Link: <https://us02web.zoom.us/j/83184318323>
- Meeting ID: 831 8431 8323
- 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

Our Board values community involvement and encourages public input on matters of District interest. This time is set aside for comment on matters not listed on the agenda.

5. Correspondence

- A. Response Letter to Findings and Recommendations of the 2025-26 Tuolumne County Civil Grand Jury's "Twain Harte Fire District Payroll Practices Report."

6. Consent Agenda

- A. Presentation and approval of financial statements through July 31, 2026.
- B. Approval of the minutes of the Regular Meeting held on July 8, 2026.

7. New Business

- A. Discussion/action to adopt Resolution #26-19 - Declaring 1998 Sewer Jetter Trailer as Surplus Property.

- B. Discussion/action regarding solar streetlight options for the Eproson Parking Lot Solar Lights Project.
- C. Discussion/action to adopt Resolution #26-20 – Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Participation in the Special District Risk Management Authority's Health Benefits Program.
- D. Discussion/action to approve a Mutual Assistance Agreement with Tuolumne City Sanitary District.

8. Reports

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

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 Board Secretary: 22912 Vantage Pointe Dr., 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.

PUBLIC COMMENT RULES

- 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 providing 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

August 12, 2026

ITEM #:	05A	ITEM TYPE:	☐ Discussion ☐ Action ☒ Both
SUBJECT:	Response Letter to Findings and Recommendations of the 2025-26 Tuolumne County Civil Grand Jury's "Twain Harte Fire District Payroll Practices Report."		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

At its regular meeting on July 8, 2026, the Board reviewed the 2025-26 Tuolumne County Civil Grand Jury's Twain Harte Fire District Payroll Practices Report and directed staff to prepare a Fire Payroll FAQ and a formal response to the Grand Jury's findings and recommendations in accordance with California Penal Code Section 933(c).

The attached response letter incorporates the Board's direction and responds to the Grand Jury's finding that the District's payroll processes comply with state and local policies. It also describes the District's implementation of the Grand Jury's recommendation to improve payroll transparency through educational materials. The response letter has been received and approved by Judge Laura Krieg.

In response to the recommendation, staff developed a comprehensive Fire Payroll FAQ explaining firefighter payroll practices, volunteer stipends, mutual aid reimbursements, overtime requirements, pay stub abbreviations, and other commonly asked questions. The FAQ has been distributed to fire employees and volunteers and is available to members of the public.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Response Letter to Findings and Recommendations of the 2025-26 Tuolumne County Civil Grand Jury's "Twain Harte Fire District Payroll Practices Report."
- Fire Payroll FAQ



Twain Harte Community Services District

22912 Vantage Pointe Dr ▪ Twain Harte, CA 95383

(209) 586-3172 ▪ info@twainhartecsd.com

www.twainhartecsd.com

Directors: Mary Dearborn ▪ Charlotte Bohlman ▪ Gary Sipperley ▪ Eileen Mannix ▪ Dennis Mitchell

July 22, 2026

The Honorable Laura L. Krieg
12855 Justice Center Drive
Sonora, CA 95370

**SUBJECT: Response to Findings and Recommendations of the 2025-26 Tuolumne County Civil Grand Jury's
"Twain Harte Fire District Payroll Practices Report"**

Dear Judge Krieg:

Twain Harte Community Services District (THCSD) would like to thank the 2025-26 Tuolumne County Civil Grand Jury (Grand Jury) for responding to public inquiries about fire district payroll practices in Tuolumne County. With core values of integrity, transparency, fiscal responsibility, community education, and continual improvement, THCSD welcomes both public inquiries and opportunities to improve its services. The findings of the Grand Jury's Twain Harte Fire District Payroll Practices Report (Grand Jury Report) confirm that THCSD's practices reflect its core values, while offering an opportunity for improvement. This letter provides THCSD's responses to the findings and recommendations of the Grand Jury Report in accordance with California Penal Code Section 933(c).

Before responding to the findings and recommendations, an initial point of clarification needs to be established to avoid confusion. The Grand Jury Report's analysis primarily focuses on the Twain Harte Fire District. In 1996, the Twain Harte Fire District merged with the Twain Harte Park and Recreation District and the Tuolumne County Water District #1 to form the Twain Harte Community Services District (THCSD). It then became THCSD's Fire Division. Therefore, in this response, Twain Harte Fire District is referred to as THCSD.

Response to Grand Jury Report Findings

- **FINDING F1:** Payroll processes comply with state and local policies.
- **RESPONSE TO F1:** THCSD's staff work hard to ensure that all its payroll practices are performed in accordance with state/federal laws and THCSD policies. THCSD's Board and staff thank the Grand Jury for performing an investigation to confirm that this is true of its fire-related payroll practices.

Response to Grand Jury Report Recommendations

- **RECOMMENDATION R1:** The Grand Jury recommends that Fire Districts hold educational workshops and create FAQ lists for better transparency, education, and awareness of how pay and reimbursement is carried out, identifying acronyms in sample paychecks for employees and especially volunteers.
- **RESPONSE TO R1:** THCSD appreciates this constructive recommendation to improve transparency. Based on the Grand Jury's investigation questions and the recommendation wording, THCSD understands that the recommendation primarily applies to employees and volunteers. THCSD's current practice is to verbally train fire employees and volunteers about payroll practices. However, fire payroll laws and policies are much more complex and less intuitive than those for standard 40-hour employees and it often takes a fire employee or volunteer several years before gaining a good understanding of it.

To improve employee and volunteer understanding of the complex fire payroll laws and policies, and in response to Grand Jury Report recommendation R1, THCSD has created a Fire Payroll FAQ document to

answer common payroll questions. The FAQ document provides information on timing and amounts for regular pay, volunteer stipends and reimbursement for mutual aid deployments. It also describes how Federal Labor Standards Act overtime laws apply to firefighters, provides definitions for pay stub abbreviations, and answers common questions about reimbursable mutual aid deployments for other agencies. The Fire Payroll FAQ document has been provided to all THCS D fire employees and volunteers. It is also available to members of the public should they wish to educate themselves on the complex payroll requirements for firefighters.

The above responses were discussed and approved by the THCS D Board of Directors at their regular meeting on July 8, 2026. Please feel free to reach out to THCS D staff at (209) 586-3172 with any questions.

Sincerely,



TOM C. TROTT
General Manager

TWAIN HARTE COMMUNITY SERVICES DISTRICT

FIRE DEPARTMENT



FREQUENTLY ASKED QUESTIONS

FIRE PAYROLL

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GENERAL INFORMATION

Am I considered a District employee or volunteer?

Twain Harte Community Services District's Fire Department provides fire services to its community with both employees and volunteers.

- **EMPLOYEES**

- Individual holding the positions of Fire Chief, Captain and Engineer are considered District employees.
- Employees are eligible for compensation and benefits according to the District's Salary Schedule, policies and union Memorandum of Understanding (MOU).

- **VOLUNTEERS**

- Individuals volunteering for the positions within the Volunteer Reserve Program (Reserve Firefighter and Reserve Operator), the Volunteer Fire Intern Program Reserve (Firefighter Intern and Apparatus Operator Intern), and other volunteer positions agree to voluntarily participate and are not considered District employees.
- Volunteers are not eligible for compensation and benefits in according to the District's Salary Schedule, policies and union MOU. However, volunteers are paid a nominal stipend designed to cover general expenses, such as travel and food related to their volunteer service. Volunteers are also eligible for compensation for serving on reimbursable mutual aid (strike team) assignments.

SCHEDULE: What's the difference between 40-hour employees and fire employees?

- A 40-hour employee typically works 8 hours per day, five days per week.
- District fire employees work tours of 48 hours on followed by 96 hours off (2 days on/4 days off).
- Fire employees are required to work on weekends and holidays as part of their normal schedule. 40-hour employees often get holidays and weekends off work.

OVERTIME: What's the difference between 40-hour employees and fire employees?

- The Federal Labor Standards Act (FLSA) is the law that dictates when an employee is eligible for overtime compensation (one and one-half (1½) the rate of normal hourly pay).
- Per FLSA and District policy, 40-hour employees have a work period of 7 days. All hours worked in excess of 40 hours within the 7-day work period are compensated as overtime. In addition, the District pays overtime to 40-hour employees for all work in excess of 8 hours in a single day and double-time for all work in excess of 12 hours in a single day.

- Per FLSA and District policy, fire employees have a work period of 28 days. All hours worked in excess of 212 hours within the 28-day work period are paid as overtime.
 - Unlike 40-hour employees, the typical fire schedule includes scheduled overtime most work periods.
 - Only hours worked count toward the 212-hour overtime threshold. For example, vacation or sick leave is not counted.
- Because fire employees are required to work on holidays, fire employees receive overtime compensation for all work on a holiday, whether or not the 212-hour FLSA threshold has been reached. Fire employees who are not scheduled on a holiday receive 8 hours of pay at their regular rate of pay.

When do firefighters get paid for normal work?

- **REGULAR PAY**
 - Although firefighters have a 28-day work period, they are paid every 14 days (every two weeks). This is referred to as the pay period. 28-day work periods are split into two pay periods. Payment for each pay period includes compensation for all hours worked, paid leave taken, prorated uniform allowances, prorated cell phone allowances, and requested vacation or sick leave payout.
 - Payment for the pay period will include overtime compensation if work is performed on a holiday or as soon as the firefighter employee's worked hours exceed 212 hours within a work period. Typically, a firefighter does not exceed 212 hours within the first pay period of the work period.
- **STIPENDS**
 - STIPENDS: Volunteers are paid a nominal stipend once monthly on the second pay period within the calendar month. Volunteer Reserves are eligible for nominal stipends for each 24-hour period served. Volunteer Fire Interns are eligible for a nominal monthly stipend for participation over the course of the month.

What do the abbreviations on pay stub mean?

EMPLOYEE: REGULAR & LEAVE PAY – Paid at the employee's regular hourly rate:

- **RS** – Regular salary pay for salaried (non-hourly) employees. Paid proportionally by breaking the annual salary down to an hourly rate (annual salary divided by 2,080 hours per year) and assuming the employee works 40 hours per week.
- **24** – Hours worked on regularly assigned shift – only when total worked hours are less than 212 hours in a work period.
- **ST OT** – Hours worked outside of regularly assigned shift – only when total worked hours are less than 212 hours in a work period. Note the space between ST and OT for this code – it is different than STOT.

- **STRG** – Hours worked on a strike team assignment – only when total worked hours are less than 212 hours in a work period.
- **STRM** – Hours worked on a strike team assignment during normally scheduled hours by salary employees.
- **STMN** – Hours worked on a strike team assignment outside of normally scheduled hours by a salary employee.
- **H4** – Holiday pay hours. Typically 8 hours for holidays that the employee does not work.
- **VA** – Paid vacation hours used.
- **SL** – Paid sick leave hours used.
- **BIR** – Paid personal leave (formerly “birthday leave”) hours used.
- **MGL** – Management leave hours used.
- **VAT** – Payout for vacation leave hours per employee request.

EMPLOYEE: OVERTIME PAY – Paid at 1-1/2 times the employee’s regular hourly rate:

- **F1** – Regularly scheduled hours worked in excess of 212 total worked hours within the pay period – never exceeds 28 hours in a pay period. Paid at the overtime rate.
- **STOP** – Regularly scheduled hours worked on a strike team assignment in excess of 212 total worked hours within the pay period – never exceed 28 hours in a pay period. Paid at the overtime rate. Similar to F1, but caused by strike team work instead of normal work.
- **F2** – Non-scheduled hours worked in excess of 212 total worked hours within the pay period. Paid at the overtime rate. Typically F2 includes hours worked in excess of the normally scheduled 28 hours included in F1.
- **STOT** – Non-scheduled hours worked on a strike team assignment in excess of 212 total worked hours within the pay period. Paid at the overtime rate. Similar to F2, but caused by strike team work instead of normal work.
- **H6** – Hours worked on a holiday. Paid at the overtime rate even if the employee has not exceeded 212 worked hours within the pay period.

EMPLOYEE: OTHER PAY

- **UNAP** – Uniform allowance. Annual allowance paid on a prorated basis by pay period.
- **CELL** – Cell phone stipend. Monthly stipend paid on a prorated basis by pay period.
- **SLPY** – Payout for sick leave hours per employee request. Paid at half the regular hourly rate.

VOLUNTEER: ALL PAY

- **FFFI** – Volunteer Fire Intern stipend, based on a month’s voluntary participation.

- **FREI** – Volunteer Reserve stipend, based on number of 24-hour shifts served.
- **FTRS** – Response Incentive stipend, based on number of 24-hour shifts served.
- **FSTI** – Hours worked on a strike team assignment. Paid at the overtime rate

What if there's an error on my pay stub?

If employees or volunteers notice an error on their pay stub, they should contact the Fire Chief or Accountant as soon as possible. Payroll records will be reviewed and, if necessary, corrected during the next payroll.

Who can answer payroll questions?

Payroll questions can be directed to:

- Fire Chief
- Accountant
- General Manager

Are District payroll records audited?

Yes. Payroll undergoes review by several staff and is subject to internal financial controls, independent audits, state reporting requirements and public accounting standards.

STRIKE TEAM / MUTUAL AID ASSIGNMENTS

What is a strike team assignment or deployment?

The California Mutual Aid System enables state and federal jurisdictions to request resources (personnel and equipment) from local fire agencies to assist with wildland fires, floods or other disasters. The District has the option to accept or refuse a request for assistance and always ensures that fire protection in the District is sufficiently covered before accepting a request. The District is reimbursed for all deployed resources related to the request in accordance with the California Fire Assistance Agreement (CFAA). Deployment duration and type depend on the request and nature of the emergency. These deployments are typically referred to as strike team assignments or deployments.

How is the District reimbursed for resources deployed on strike team assignments?

The CFAA, managed by Cal OES, enables the District to be reimbursed for three types of expenses for strike team assignments:

- PERSONNEL
 - Each year the District is required to submit a salary survey to Cal OES to determine rates for each of its positions. If the District's hourly rates are higher than the Cal OES base rates for each position, then the District is reimbursed for the average of all actual employee hourly rates for that position. If the District's hourly rates are lower than the Cal OES base rate, the District is reimbursed based on the Cal OES base rate.
 - All hours worked on a strike team are reimbursed at the overtime rate. This method takes into account that the District will likely be paying overtime to either the employee on the strike team assignment or to the employee who is covering the deployed employee's shift at the District.
- EQUIPMENT
 - The CFAA establishes and regularly updates reimbursement rates for all deployed equipment, such as engines, water tenders, utility vehicles, etc.
- ADMINISTRATION
 - The CFAA allows the District to charge an administration percentage on all personnel and equipment charges. The fee is based on a calculation submitted to the Cal OES each year to determine the percentage of administrative labor is required to manage strike team assignments.

Who verifies strike team deployment hours and resources?

After the strike team assignment is over, the District submits an invoice to Cal OES for all resources deployed on the strike team incident. The invoice includes personnel hours

documented by the Strike Team Leader or Task Force Leader and reviewed by the Fire Chief. The invoice is only finalized after personnel hours have been submitted for the District's payroll process.

How long does it take for the District to receive strike team reimbursements?

Once Cal OES approves the District's invoice for all resources deployed to the strike team incident, reimbursement is usually paid within 2-6 months.

Can volunteers be deployed to a strike team assignment?

Yes. Volunteers who meet all required qualifications may be assigned to emergency incidents and mutual aid strike team deployments when authorized by the Fire Chief.

How/When are volunteers compensated for strike team deployments?

Volunteers serving on a strike team assignment are compensated at the established CalOES overtime rate for the position they fill. In other words, the District passes through the actual Cal OES reimbursement directly to the volunteer. Strike team payments are made to volunteers through the District's bi-weekly payroll process for the same pay period that the strike team hours are worked. Payments include taxes and other deductions normally made through payroll.

Volunteers are paid for all hours worked on a strike team with the following exceptions:

- Volunteer Fire Interns are not paid strike team rates for hours worked on their normally scheduled shift. Hours worked on that shift are considered volunteer hours as part of the District's Volunteer Fire Intern Program. Volunteer Fire Interns continue to receive a monthly stipend for participating in that normally scheduled shift.
- When a Volunteer Fire Intern works a strike team assignment on his/her normally scheduled Volunteer Fire Intern Program shift, the District pays (passes through) the established Cal OES overtime rate to another volunteer who backfills the Volunteer Fire Intern's shift position at the District's fire station.

How/When are employees compensated for strike team deployments?

Employees deployed to a strike team incident are paid for all hours worked at their normal hourly rate. The employee is paid overtime (1-1/2 times the employee's normal hourly rate) for all hours worked (regular hours + strike team hours) in excess of the FLSA overtime threshold of 212 hours within the current 28-day work period. Payment for all hours worked on a strike team are paid as part of the District's normal bi-weekly payroll process for the same pay period that the strike team hours are worked.

Why don't strike team labor payments come directly from Cal Fire or Cal OES?

Although strike team assignments are not technically classified as District work, the CFAA reimbursement agreement is directly with the District and not independent firefighters. As such,

state agencies rely on the District to make payment to its employees and volunteers for their strike team deployments.

Are meals, lodging and travel covered during strike team deployments?

During authorized deployments, meals, lodging, fuel and other approved travel expenses are reimbursed in accordance with District Policy #2083 – Training and Travel Authorization and Expense Reimbursement Policy.



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	06A	ITEM TYPE:	☐ Discussion ☐ Action ☒ Both
SUBJECT:	Presentation and Approval of Financial Statements through July 31, 2026.		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Receive and approve the financial statements through July 31, 2026.

SUMMARY:

This item presents Fiscal Year (FY) 2026-27 financial statements for all District Funds through July 31, 2026. The following is a general summary of the financial statements:

- Operating expenses for all Funds, with the exception of the Sewer Fund, are above the target expenditure level of 8.33%. This is typical during the early months of the fiscal year, as the target percentage assumes that expenditures occur evenly throughout the year. While the target serves as a useful benchmark for monitoring budget performance, it does not reflect the actual timing of expenditures. At the beginning of each fiscal year, the District makes several significant upfront payments that cover costs for the entire year. As a result, these one-time annual expenditures have already been fully recognized, causing expenses in most Funds to exceed the target percentage. The following are some examples of one-time, annual expenses that have already been fully paid:
 - Annual Property/Liability and Workers' Compensation Insurance Premiums
 - CalPERS Unfunded Liability Payment
 - Water Meter Replacement Annual Loan Payment
 - Water Treatment Chemical Bulk Purchase
- Sewer Fund expenses would be higher if the Sewer Fund's largest expense (a quarterly wastewater treatment invoice from Tuolumne Utilities District) was included. If that bill was provided monthly, Sewer Fund expenses would be 11.3% of budget.
- Bank balances are healthy and in line with expectations. As expected, disbursements greatly exceeded receipts in July due to several large upfront fiscal year expenditures.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

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

TWAIN HARTE COMMUNITY SERVICES DISTRICT
BANK BALANCES
As of July 31, 2026

Account	Beginning Balance	Receipts	Disbursements	Transfers	Current Balance
Five Star - Operating	833,436	283,342	(952,385)	600,000	764,393
US Bank - Operating	2,148	2,186	(19)		4,314
Five Star - Money Market	4,055,261	12,406		(600,000)	3,467,667
CA CLASS - Investment	1,287,390	4,075	-	-	1,291,465
LAIF - Investment	921,342	8,994	-	-	930,336
TOTAL	\$ 7,099,576	\$ 311,003	\$ (952,404)	\$ -	\$ 6,458,175

TWAIN HARTE COMMUNITY SERVICES DISTRICT
26/27 OPERATING EXPENDITURE SUMMARY
As of July 31, 2026

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 8.33%)
Park	109,964	10,471	99,493	9.52%
Water	1,257,771	259,106	998,665	20.60%
Sewer	1,164,594	79,884	1,084,710	6.86%
Fire	1,392,004	246,031	1,145,973	17.67%
Admin	889,458	119,076	770,382	13.39%
TOTAL	\$ 4,813,791	\$ 714,569	\$ 4,099,222	14.84%

Based on FY 26/27 Approved Budget - Adopted June 10, 2026

TWAIN HARTE COMMUNITY SERVICES DISTRICT
26/27 CAPITAL EXPENDITURE SUMMARY
As of July 31, 2026

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 8.33%)
Park	108,500		108,500	0.00%
Water	700,500		700,500	0.00%
Sewer	589,500		589,500	0.00%
Fire	437,500		437,500	0.00%
Admin		-	-	
TOTAL	\$ 1,836,000	\$ -	\$ 1,836,000	0.00%

Based on FY 26/27 Approved Budget - Adopted June 10, 2026



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	06B	ITEM TYPE:	☐ Discussion ☐ Action ☒ Both
SUBJECT:	Approval of the Minutes of the Regular Meeting held on July 8, 2026.		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Approve the minutes of the Regular Meeting held on July 8, 2026.

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 July 8, 2026, 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 July 8, 2026.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting
July 8, 2026

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

DIRECTORS:

Director Dearborn
Director Sipperley
Director Bohlman
Director Mannix
Director Mitchell

STAFF:

Tom Trott, General Manager
Lewis Giambruno, Operations Manager
Neil Gamez, Fire Chief
Kim Silva, Board Secretary

AUDIENCE:

4 members of the public.

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

Carol and Dave Hallet reported on the annual Gearhead Revival Car Show, highlighting its goals of providing a positive experience for participants, supporting Twain Harte businesses, and raising funds for the Twain Harte Fire Department. They reported that the event raised approximately \$6,000 for the Fire Department and thanked the Sonora Area Foundation and Twain Harte Market for their support.

CORRESPONDENCE:

- A. Letter to California Air Resources Board – Advanced Clean Fleets 2nd 15-Day Comment Period Response.

CONSENT AGENDA:

- A. Presentation and approval of financial statements through June 30, 2026.
- B. Approval of the minutes of the Regular Meeting held on June 10, 2026.

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

SECOND: Director Bohlman

AYES: Sipperley, Mannix, Bohlman, Mitchell, Dearborn

NOES: None

ABSTAIN: None

ABSENT: None

NEW BUSINESS:

- A. Discussion/action to consider authorizing a letter to support California Special Districts Association's efforts to obtain a special district exemption from software sales tax measures recently passed in Assembly and Senate Bills 122.

MOTION: Director Bohlman made a motion to authorize a letter to support California Special Districts Association's efforts to obtain a special district exemption from software sales tax measures recently passed in Assembly and Senate Bills 122.

SECOND: Director Sipperley

AYES: Sipperley, Mannix, Bohlman, Mitchell, Dearborn

NOES: None

ABSTAIN: None

ABSENT: None

- B. Presentation of Fiscal Year 2025-26 Strategic Plan Progress Report and semi-annual review of Strategic Plan.

GM Trott presented the Fiscal Year 2025–26 Strategic Plan Progress Report and conducted the semi-annual review of the Strategic Plan, providing an update on progress toward the District's goals and objectives.

- C. Discussion/action to approve General Manager Objectives for Fiscal Year 2026-27.

MOTION: Director Bohlman made a motion to approve General Manager Objectives for Fiscal Year 2026-27.

SECOND: Director Mitchell

AYES: Sipperley, Mannix, Bohlman, Mitchell, Dearborn

NOES: None

ABSTAIN: None

ABSENT: None

- D. Discussion/action regarding response to the 2025-26 Tuolumne County Grand Jury Twain Harte Fire District Payroll Practices Report.

MOTION: Director Sipperley made a motion to authorize the General Manager to provide a written response to the 2025-26 Tuolumne County Grand Jury Twain Harte Fire District Payroll Practices Report that expressed appreciation for the Grand Jury's investigation and communicated that the District would comply with Report recommendations by creating a fire payroll F.A.Q. document for Fire Division staff and volunteers.

SECOND: Director Mitchell

AYES: Sipperley, Mannix, Bohlman, Mitchell, Dearborn

NOES: None

ABSTAIN: None

ABSENT: None

- E. Discussion/action to consider holding a public hearing to place delinquent water and sewer bills on the Tuolumne County property tax roll.

MOTION: Director Bohlman made a motion to hold a public hearing to place delinquent water and sewer bills on the Tuolumne County property tax roll at a Special Board Meeting on Monday, August 10, 2026 at 12:00 pm.

SECOND: Director Sipperley

AYES: Sipperley, Mannix, Bohlman, Mitchell, Dearborn

NOES: None

ABSTAIN: None

ABSENT: None

REPORTS:

President and Board Member Reports

- *Director Sipperley reported that he and Director Mannix attended the groundbreaking ceremony for the TUD water treatment facility. He also attended the Twain Harte Homeowners Association Annual Meeting, where he spoke with Chamber of Commerce President Glenn Catrell about the possibility of establishing Twain Harte as a sister city.*
- *Director Mitchell reported attending the IRWM meeting, which included a presentation on the Russian River watershed.*
- *Director Mannix will provide information regarding upcoming Tuolumne County CSDA meeting time.*

Fire Chief Report by Chief Gamez

- *A verbal summary of the written report was provided.*
- *A verbal summary of the written report was provided by CERT's John Buckingham.*

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.*

ADJOURNMENT:

The meeting was adjourned at 10:27 a.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Mary Dearborn, President



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	07A	ITEM TYPE:	☐ Discussion ☐ Action ☒ Both
SUBJECT:	Discussion/action to adopt Resolution #26-19 – Declaring 1998 Sewer Jetter Trailer as Surplus Property.		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ Advances Goal/Objective #'s:		

RECOMMENDED ACTION:

Adopt Resolution #26-19 – Declaring 1998 Sewer Jetter Trailer as Surplus Property.

SUMMARY:

Policy #3080 (Disposal of Surplus Property or Equipment) sets forth requirements for the General Manager to identify and dispose of the District's surplus property. The Policy requires any property or equipment that has a fair market value of \$5,000 or greater to be declared as surplus by the Board prior to disposal.

In 2022, the Sewer Fund procured a new sewer jetter truck to improve its jetting capabilities beyond what was possible with its 1998 Shamrock sewer jetter trailer (Jetter Trailer, also known as "Trixie"). At that time, the District chose to keep the Jetter Trailer as a backup. Since that time, the Jetter Trailer has not been used, but continues to need ongoing maintenance to ensure it is ready for use as a backup at any time. If the District's jetter truck is out of service for repair, the Jetter Trailer can perform most of the District's jetting needs, but its age presents a reliability risk.

The District currently has multiple mutual assistance agreements with neighboring sewer agencies. These agreements provide a reliable method of obtaining sewer jetting assistance if the District's jetter truck is out of service. Staff recommends that the District rely on these agreements instead of the Jetter Trailer for backup jetting needs to improve reliability and eliminate maintenance costs.

With the newer jetter truck and mutual assistance agreements as backup, the District no longer has a need for the 1998 Jetter Trailer (estimated value of \$10,000 each). Staff recommends that the Board declare the Jetter Trailer as surplus property and authorize the General Manager, or designee, to dispose of it according to Policy #3080.

FINANCIAL IMPACT:

Sale of the 1998 Jetter Trailer is anticipated to provide approximately \$10,000 of revenue to the Sewer Fund. Said sale revenue is not included in the adopted FY 2026-27 Budget and will be incorporated in the budget during the mid-year budget adjustment once exact sale revenue is known.

ATTACHMENTS:

- Resolution #26-19 – Declaring 1998 Sewer Jetter Trailer as Surplus Property

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 26-19**

**DECLARING 1998 SHAMROCK SEWER JETTER TRAILER AS SURPLUS
PROPERTY**

WHEREAS, the Twain Harte Community Services District (District) owns a 1998 Shamrock sewer jetter trailer (Jetted Trailer) that has a current estimated value of \$10,000; and

WHEREAS, in 2022, the District purchased a sewer jetter truck to improve its jetting capabilities, but kept the Jetted Trailer as a backup; and

WHEREAS, the Jetted Trailer requires regular maintenance as a backup piece of equipment, even though it has not been used since its replacement; and

WHEREAS, the District's mutual assistance agreements with neighboring sewer agencies provide reliable sewer jetting assistance if the District's jetter truck is out of service; and

WHEREAS, the District no longer has need of the 1998 Jetted Trailer.

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

1. The 1998 Shamrock Jetted Trailer is declared surplus property; and
2. The General Manager, or designee, is authorized to dispose of the Jetted Trailer in accordance with District Policy #3080.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting on August 12, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Mary Dearborn, Board President

Kimberly Silva, Board Secretary



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	07B	ITEM TYPE:	☐ Discussion ☐ Action ☒ Both
SUBJECT:	Discussion/action regarding solar streetlight options for the Eproson Parking Lot Solar Lights Project.		
RELATION TO STRATEGIC PLAN:	☐ N/A ☒ Advances Goal/Objective #'s: <u>4.5; 6.12</u>		

RECOMMENDED ACTION:

Provide direction to staff regarding the preferred solar streetlight option for the Eproson Parking Lot Solar Lights Project.

SUMMARY:

On May 13, 2026, the District entered into a Tuolumne Public Power Agency (TPPA) Large Energy Efficiency Grant Agreement (Grant) for \$93,500 to replace the existing electric parking lot lights at Eproson Park with solar-powered streetlights. The Grant application cost was based on the cost to install solar streetlights at Twain Harte Meadows Park with a 30% contingency. Initial quotes from the solar streetlight company came in 86% higher than the District's original cost and did not include costs to install the new streetlights. At the quoted cost, the District would need to either of the following if it wanted to use the same solar streetlights:

- Use approximately \$75,000 (\$50,000 more for lights plus estimated \$25,000 for installation) from Park Fund Capital Reserves.
- Only replace 6 to 7 of the 11 streetlights in the Eproson Park parking lot.

Staff does not recommend pulling \$75,000 from capital reserves and only replacing 6 to 7 lights would not accomplish the grant requirement. Therefore, staff researched several alternative companies with aesthetically pleasing vertical solar streetlights. Each company offered a different design, along with different prices, longevity, ease of maintenance, support, and warranty. These variances need to be discussed by the Board to evaluate if any of the options should be pursued.

It is envisioned that the type of streetlight selected for the Eproson Park parking lot will be utilized throughout downtown Twain Harte if LAFCO approves the District's request to add lighting powers. Therefore, selection of the type of light must go with the aesthetics of the downtown area.

Staff requests that the Board review the different solar streetlight options and make a recommendation on which one to pursue. At the time this summary was put together, staff was still awaiting pricing, drawings and specifications from one company. Once those are received, staff will utilize ChatGPT to create some basic renderings of each light in the downtown area to provide an idea of aesthetics. The renderings will include a comparison of cost and other characteristics and will be either added to the Board packet when complete or presented at the Board meeting.

FINANCIAL IMPACT:

Solar streetlight options have estimated costs ranging from completely within the Grant budget of \$93,500 to approximately \$75,000 over the Grant budget.

ATTACHMENTS:

- Solar Streetlights Rendering & Comparison (to be attached when complete)



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	07C	ITEM TYPE:	☐ Discussion ☐ Action ☒ Both
SUBJECT:	Discussion/action to adopt Resolution #26-20 – Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Participation in the Special District Risk Management Authority's Health Benefits Program.		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ Advances Goal/Objective #'s:		

RECOMMENDED ACTION:

Adopt Resolution #26-20 – Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Participation in the Special District Risk Management Authority's Health Benefits Program.

SUMMARY:

On August 14, 2019, the District Board adopted Resolution #19-24, approving a Health Benefits Program Memorandum of Understanding (MOU) with the Special District Risk Management Authority (SDRMA) and authorizing the District's participation in the program. The District has continued to provide health benefits to its benefited employees through the SDRMA Health Benefits Program since that time.

At its board meeting on June 24, 2026, the SDRMA board of directors approved amendments to the MOU to better align it with SDRMA's memorandum of understanding with Public Risk Innovation, Solutions and Management (PRISM) and current industry standards. SDRMA is a member of PRISM, a joint powers authority (JPA) that provides the Health Benefits Program. SDRMA's memorandum of understanding with PRISM allows SDRMA to administer the Health Benefits Program on behalf of PRISM for participating special districts.

The amended MOU provides greater clarity regarding program definitions, participation requirements, eligibility, premium administration, benefit approvals, assessments, withdrawals, dispute resolution, and future amendments. The attached redline version of the MOU provides detailed revisions.

SDRMA has requested that each participating special district approve and execute the amended MOU and accompanying resolution prior to November 1, 2026. Agencies that do not approve and execute the required documents by the deadline will be deemed to have withdrawn from the Health Benefits Program effective January 1, 2027.

Staff recommends that the Board adopt proposed Resolution #26-20, authorizing its execution of the amended MOU and authorizing continued participation in the Health Benefits Program.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Resolution #26-20 - Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Participation in the Special District Risk Management Authority's Health Benefits Program.
- Amended SDRMA Health Benefits MOU
- Redlined Revisions of SDRMA Health Benefits MOU

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 26-20**

**APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING AND PARTICIPATION IN THE SPECIAL
DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS PROGRAM**

WHEREAS, Twain Harte Community Services District, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED, by the Twain Harte Community Services District Board of Directors that:

1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.
2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.
3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

4. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.
5. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.
6. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their regular meeting on August 12, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Mary Dearborn, Board President

Kimberly Silva, Board Secretary

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER “MEMORANDUM”) IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER “SDRMA”) AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER “ENTITY”) WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **DEFINITIONS.** For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
 - a. “Committee” means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.
 - b. “Coverage Documents” means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.
 - c. “Program Participation Agreement” means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.
3. ENTRY INTO PROGRAM. ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.
4. MAINTENANCE OF EFFORT. Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.
7. **ASSESSMENTS AND DIVIDENDS.** The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. **WITHDRAWAL.** ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.
9. **ARBITRATION OF DISPUTES.** To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of

Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.
11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.
12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.
14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.
16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.
17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

ENTITY - Twain Harte Community
Services District



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "PROGRAM"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the PROGRAM (the "COMMITTEE") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the PROGRAM, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.
 - a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.
 - b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.
 - c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be



completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

12. PURPOSE. ENTITY is signatory to this MEMORANDUM for the ~~express sole~~ purpose of enrolling in the ~~Program~~ROGRAM.

23. ENTRY INTO PROGRAM. ENTITY shall ~~enroll~~ apply for participation in the ~~Program~~ROGRAM by ~~making application through executing and all forms prescribed by SDRMA.~~ SDRMA shall submit the completed forms to which shall be subject to approval by the ProgramROGRAM's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's and governing documents and in accordance with the Program's ~~applicable~~ eligibility guidelines.

34. MAINTENANCE OF EFFORT. ~~Program~~ ROGRAM ~~is designed to provide an alternative provides~~ health benefits ~~solution~~ to all ~~participants active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional).~~ ENTITY public officials may participate in the ~~Program~~ROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

45. PREMIUMS. ENTITY ~~understands agrees and acknowledges~~ that premiums and rates for the ~~Program~~ ROGRAM are set by the ~~COMMITTEE~~Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly ~~premiums based upon rates established amount billed by SDRMA~~for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.



~~Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.~~

~~SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.~~

~~Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.~~

56. ~~BENEFITS.~~ Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the ~~Program~~ ~~ROGRAM~~ and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to ~~P~~~~rogram~~~~ROGRAM~~ underwriter for approval.

6. ~~COVERAGE DOCUMENTS.~~ Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.

7. ~~PROGRAM FUNDING.~~ It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss

~~coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.~~

~~8. ASSESSMENTS. Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:~~

~~a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.~~

~~b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.~~

~~c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.~~

~~d. Fund equity will be evaluated on a total PROGRAM wide basis as opposed to each year standing on its own.~~

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

98. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its



~~intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective . No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st.ENTITY may rescind its notice of intent to withdraw. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the ProgramROGRAM, there is a 3-year waiting period to come back into the ProgramROGRAM, and the ENTITY will be subject to underwriting approval-again.~~

~~10. — LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.~~

~~9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.~~

~~11.10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.~~

~~12.11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.~~

~~13.12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.~~

~~14.13. COMPLETE AGREEMENT. This MEMORANDUM together with the related ProgramROGRAM documents-Documents constitutes the full and complete agreement of the ENTITY.~~

~~15.14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.~~

~~16.15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the~~



~~right of either party thereafter to enforce each and every such provision may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM. Any If ENTITY who fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate shall be deemed to have withdrawn this MEMORANDUM and ENTITY'S Program Participation Agreement from the PROGRAM effective as of on~~ the next annual renewal date.

~~17~~16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

~~18~~17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Agency-ENTITY Name



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	07D	ITEM TYPE:	☐ Discussion ☐ Action ☒ Both
SUBJECT:	Discussion/action to approve a Mutual Assistance Agreement with Tuolumne City Sanitary District.		
RELATION TO STRATEGIC PLAN:	☐ N/A ☒ Advances Goal/Objective #'s: <u>4.4</u>		

RECOMMENDED ACTION:

Approve a Mutual Assistance Agreement with Tuolumne City Sanitary District.

SUMMARY:

The District and Tuolumne City Sanitary District (TCSD) have developed a Mutual Assistance Agreement (Agreement) to establish a formal process for sharing resources to improve services by providing assistance to one another when it is needed for emergency response, public projects, or other normal operational needs. The Agreement covers the process, requirements and reimbursement of costs for sharing equipment, supplies, and personnel. The District already has agency-specific mutual assistance agreements in place with Tuolumne Utilities District, Strawberry Fire Protection District, and Twain Harte Valley Mutual Water Company. It also has entered into regional emergency mutual aid agreements with California Water/Wastewater Agency Response Network and Tuolumne County fire service providers.

This Agreement advances Strategic Plan Objective 4.4 by enabling the District to improve services, efficiency or revenue through resource-sharing partnerships and collaboration. It allows either district to request assistance from the other when resources are limited or additional support is beneficial. Assistance may include the temporary use of equipment, materials, field personnel, or, when mutually agreed upon, General Manager services. The agreement does not require either agency to provide assistance upon request and each agency retains discretion based on its own operational needs and available resources. Any assistance provided will be reimbursed in accordance with the terms outlined in the agreement.

TCSD's board of directors approved the agreement at their recent meeting last week. Staff recommends that the Board approve the Agreement to provide a mechanism for both agencies to work collaboratively to respond to emergencies, efficiently solve operational challenges, and improve services, while ensuring expectations, responsibilities, reimbursement, insurance, and liability provisions are clearly defined.

FINANCIAL IMPACT:

This Agreement will enable the District to access cost-effective assistance and equipment when needed and may produce revenue (or offset of normal expenses) through provision of equipment and personnel.

ATTACHMENTS:

- Mutual Assistance Agreement with Tuolumne City Sanitary District

MUTUAL ASSISTANCE AGREEMENT

Twain Harte Community Services District & Tuolumne City Sanitary District

THIS MUTUAL ASSISTANCE AGREEMENT ("Agreement") is made and entered into effective as of _____, 2026, by and between the Twain Harte Community Services District, a California Special District ("THCSD"), and the Tuolumne City Sanitary District, a California Special District ("TCSD").

Recitals

A. THCSD and TCSD 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 parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources.

NOW, THEREFORE, the parties agree as follows:

1. Requests for Assistance. In the event that either party to this Agreement (the "Borrower") has a need for the equipment, supplies, personnel or other resources of the other party hereto (the "Lender") for purposes of undertaking a necessary public project or activity, the Borrower may request that the Lender provide such resources.

2. Discretion by Lender. The Lender shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Borrower for failing to provide such assistance. It is understood and agreed that the Lender will grant a request for assistance only where the Lender 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 Borrower.

3. Equipment. If the Lender loans equipment to the Borrower, including but not limited to construction equipment, vehicles, tools, pumps, or generators, such loaned equipment shall be subject to the following conditions:

- (a) If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
- (b) The loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned. In the event the Lender experiences an emergency that requires use of loaned equipment, and such

loaned equipment is not being utilized to address a current emergency of the Borrower, Borrower shall return equipment to Lender within 1 hour.

- (c) The Borrower shall, at its own expense, supply all fuel, lubrication, and maintenance for the equipment. The Lender may, at its option, charge the Borrower for costs related to the transportation, handling, loading, and unloading of the equipment.
- (d) Reimbursement for vehicles and equipment will be calculated at the hourly rates for such vehicles and equipment listed in the Lender's rate schedule, or the closest mutually agreed upon equivalent, in the CalTrans Labor Surcharge and Equipment Rental Rate Book.
- (e) In the event loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall directly pay for, direct or cause insurance proceeds to be paid to, or reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall directly pay for, direct or cause insurance proceeds be paid to, or reimburse the Lender for the cost of replacing the equipment with comparable equipment. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall directly pay for, direct or cause insurance proceeds be paid to, or reimburse the Lender for such lease costs.

4. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.

5. Personnel: Non-Executive. In the event the Lender makes its personnel available to the Borrower, the Borrower will reimburse the Lender for such personnel's applicable salary or hourly wage plus benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Borrower. Personnel so loaned to the Borrower will be under the supervision and control of the Lender. The Lender will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Lender's personnel while on loan to the Borrower.

6. Personnel: General Manager. In the event the Lender makes its General Manager available to the Borrower, the following conditions shall apply:

- (a) Request for Assistance: Borrower's President or Chairperson of the Board or their designee shall make all requests for General Manager services in writing to the Lender's President or Chairperson of the Board or their designee. Such requests shall include the requested scope of services and/or deliverables, anticipated term of assistance, estimated number of hours required, description of services requiring in-person work, and any other information pertinent to its need.

- (b) Lender Response: Within 30 days of Lender's receipt of Borrower's request for General Manager assistance, Lender shall provide a written response to the Borrower that either states it cannot provide the requested services or clearly describes the services it is willing to provide. Said response shall include the scope of services and/or deliverables, term of service, hours, reimbursement rate and other pertinent information related to such services.
- (c) Assistance Agreement: If both parties agree to the terms of General Manager assistance to be provided, they shall sign the written terms and said terms shall be considered part of this Agreement.
- (d) Reimbursement Rate: The Borrower will reimburse the Lender for the General Manager's applicable wage, benefits, insurance (including workers' compensation insurance), and proportional costs for job-related equipment, licensing, training, and travel while providing services to the Borrower. Prior to providing services under this Section 6, the Lender shall incorporate said General Manager expenses in an hourly rate and provide it to the Borrower in writing. Such rate may be adjusted by the Lender on January 1st and July 1st each year to incorporate changes to related expenses.
- (e) Special Travel: If the Borrower's scope of services or specific requests require the Lender's General Manager to travel and such travel is for the sole purpose of the Borrower, then Borrower shall reimburse the Lender for actual expenses related to such travel.
- (f) Billing: The Lender will provide a monthly invoice to the Borrower for General Manager assistance. The amount will include actual hours spent at the reimbursable rate plus special travel expenses and any other reimbursable expenses.
- (g) Insurance for General Manager Services: The Lender will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Lender's personnel while on loan to the Borrower. Consequences for actions taken and advice given to the Borrower by the Lender's General Manager shall be insured under the Borrower's insurance policies for general liability, errors and omissions and public official dishonesty.
- (h) Supervision and Control: Executive personnel loaned to the Borrower will remain under the supervision and control of the Lender as an employee of the Lender while performing services for the Borrower. The relationship of the Parties if this Section is invoked shall be as an independent contractor to a vendor, and it is expressly understood and agreed that no joint employment relationship or joint employment of either of the General Managers for either Party to this Agreement is established.

- (i) **Termination of Assistance:** The Lender may terminate, with or without cause, its provision of General Manager assistance for agreed upon terms of longer than 30 days by providing a 14 day written notice to the Borrower.

7. **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. Immediately upon such termination, each party shall make full payment to the other party for any equipment, supplies or personnel lent or provided.

8. **Indemnity.** To the extent permitted by law, Borrower shall defend, indemnify and hold harmless Lender, its directors, officers, employees, agents, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend, arising out of the performance of this Agreement, and caused in whole or in part by any negligent act or omission of the Borrower, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence, or willful misconduct of the Lender, its directors, officers, employees, and authorized volunteers.

To the extent permitted by law, Lender shall defend, indemnify and hold harmless Borrower, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend, arising out of the performance of this Agreement, and caused in whole or in part by any negligent act or omission of the Lender, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence, or willful misconduct of the Borrower, its directors, officers, employees, and authorized volunteers.

9. **Insurance.** 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 this Agreement 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 additional 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 endorsements 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 are available or provided, 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 acknowledges that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

10. 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.

11. 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.

12. 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.

13. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) 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 the party to be charged. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

14. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

15. 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.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

17. Facsimile or Electronic 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. Upon mutual agreement of the Parties, the Agreement may be executed using electronic signatures.

18. 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.

19. Severability. The provisions of this Agreement are severable, and if any part of it is found to be invalid or unenforceable, the other parts shall remain fully valid and enforceable.

20. Waiver. Any failure by the Parties to enforce any provision of this Agreement or any waiver thereof by a Party, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions contained herein.

21. 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.

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

To TCSD: Tuolumne City Sanitary District
 18050 Box Factory Rd., Tuolumne, CA 95379
 Phone: (209) 928-3517
 Attn: General Manager

To THCS: Twain Harte Community Services District
 22912 Vantage Pointe Drive, Twain Harte, CA 95383
 Phone: (209) 586-3172
 Attn: General Manager

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

TWAIN HARTE COMMUNITY
SERVICES DISTRICT

TUOLUMNE CITY SANITARY
DISTRICT

By: _____
Mary Dearborn, Board President

By: _____
John Feriani, Board President

ATTEST:

ATTEST:

By: _____
Kimberly Silva, Board Secretary

By: _____
Brenda Bonillo, Board Secretary



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	08A	ITEM TYPE:	☒ Discussion ☐ Action ☐ Both
SUBJECT:	President and Board member reports.		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ 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

August 12, 2026

ITEM #:	08B	ITEM TYPE:	☒ Discussion ☐ Action ☐ Both
SUBJECT:	Fire Chief's report.		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ 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.

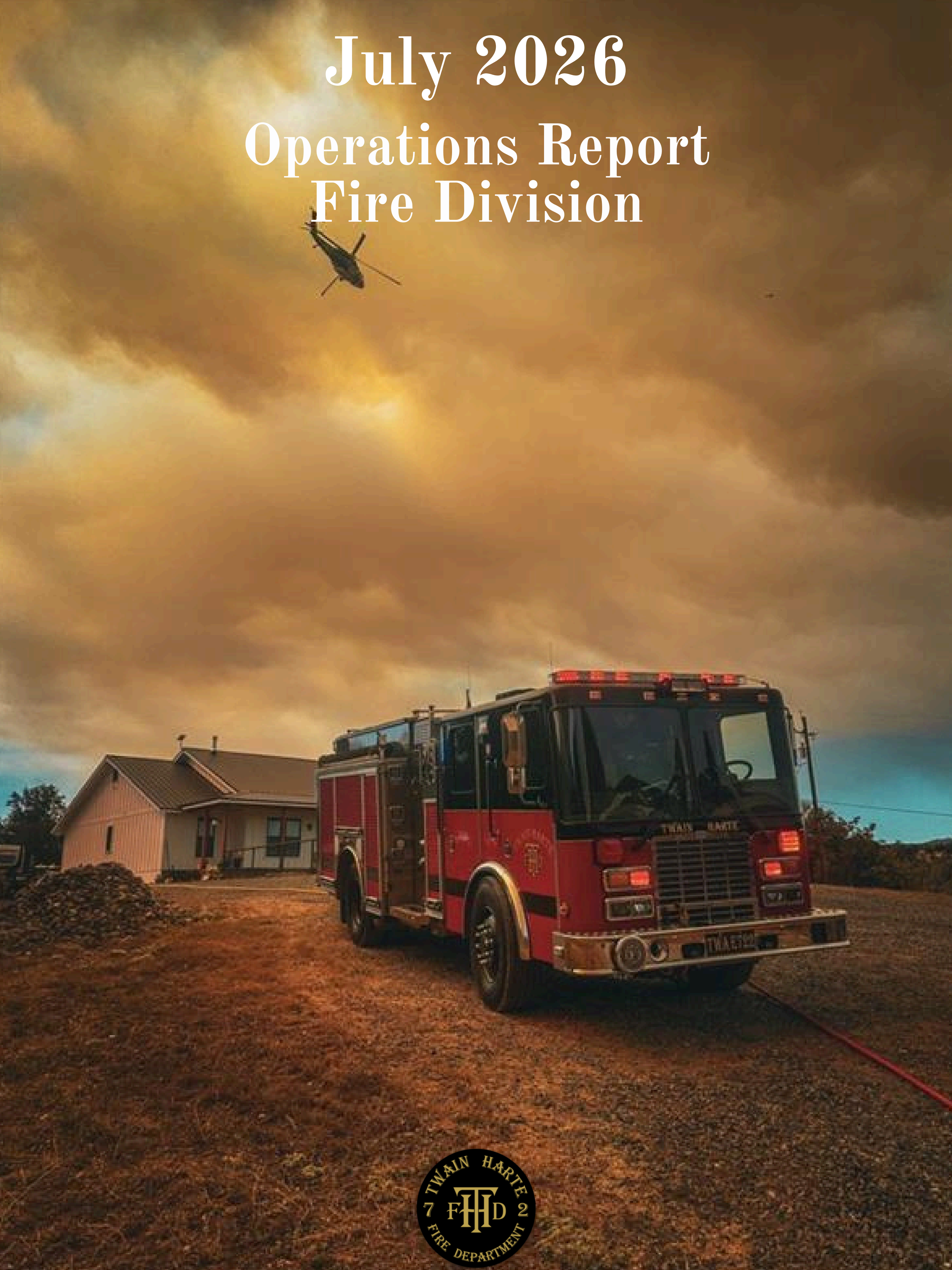
ATTACHMENTS:

- Fire Operations Report
- CERT Monthly Newsletter

July 2026

Operations Report

Fire Division



July Staffing

Full-Time Captains-2

Full Time Engineer-3

Intern Operator-1

Reserve Firefighters-2

Intern Firefighters-7



July Training Hours-183



July Deployments



On July 23rd, E-721 was deployed to the Chute incident in Yuba County. Engine E-721 Crews were assigned as crash-rescue standby for Chute air operations.



July Deployments



On July 26th, C-720 and E-722 were assigned to the Dove incident in the Sonora City area.

C-720 was assigned to the Structure Protection Group on Simmons Road; E-722 was assigned to Structure Protection and worked under C-720.



July Deployments



On July 28, C-720 was deployed to the Big Grass incident in Idaho with California Incident Management Team 5 as a Safety Officer Type 3.



Facilities



Engineer Trine has begun the station paint project. This is an AI rendering of what it will look like when completed.



Vacant Lot Inspections



All vacant lot inspections have been completed. Notifications have been sent out. Thank you to Engineer Trine for taking over the Vacant lot program.



Moving on



Congratulations to Charles (Chuck) Kjeldgaard. Charles accepted a Firefighter position with Cal Fire and is assigned to Baseline Hand Crew 2. Charles will still stay on as a Relief Firefighter. We are all very proud of Charles.



July 2026

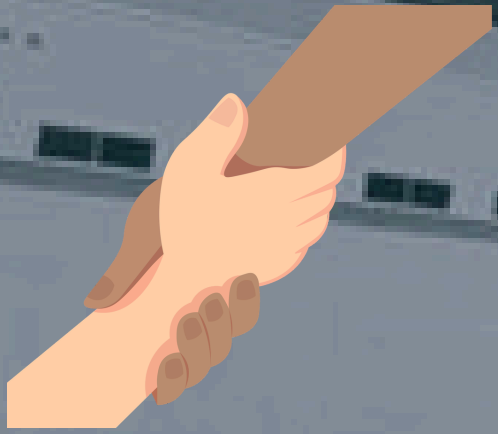
Incidents by Type- 75



EMS Incidents-43



Fires-15



Public Service Assist-9



Emergency Standby-8

Incident Response by Districts

July 2026



Twain Harte District 45 %



Tuolumne County Fire 53%



U.S Forest Service 1%



Mi Wuk Fire 1%

MONTHLY UPDATE

JULY 2026

PIO: Mary Schreiner
Editor: Casey Headrick
Proofreader: Lise Lemonnier

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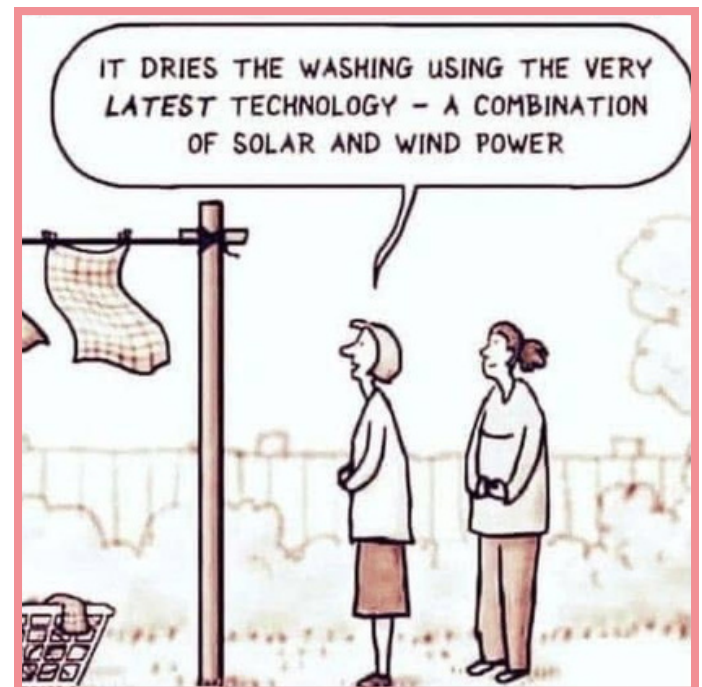
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We hope you enjoy this month's issue. Our goal is to provide information to the community, focusing on preparedness, safety, and health. If you have a suggestion for future articles, please contact twainhartecert@gmail.com for consideration of the topic by the board.

Twain Harte Area



SERVING OUR COMMUNITY



**"SUMMER AFTERNOON... TO ME
THOSE HAVE ALWAYS BEEN THE
TWO MOST BEAUTIFUL WORDS
IN THE ENGLISH LANGUAGE."**

— HENRY JAMES



GM REPORT

July 8, 2026



ADMIN ACTIVITIES

- Christmas Tree Warranty Coordination
- Grand Jury Investigation
- GIS Mapping System Upgrades Project
- Eproson Park Solar Lighting Value Engineering
- Sonora Area Foundation Grant Application
- CDBG SCADA Upgrade Grant Coordination

MEETINGS OF INTEREST

- | | |
|------|--------------------------------------|
| 6/10 | Solar Lighting Coordination Meeting |
| 6/27 | THCSD @ Friends of Library Booksale |
| 7/1 | County Operational Area Coordination |
| 7/2 | THCSD Booth @ Open Air Market |
| 7/7 | Solar Streetlight Vendor Meeting |

CAPITAL PROJECTS

Eproson Park Solar Light Replacement

Budget: \$93,500

Design and value engineering for a grant-funded project to replace streetlights in Eproson Park with solar streetlights is underway. The project is anticipated to be complete by spring 2027.

Cresta Sewer Replacement/Relining

Budget: \$325,000

Replacement of 955' of high-risk sewer line between Cresta Drive and Oak View Drive is complete. The remaining 1,550' of sewer line has been repaired and is anticipated to be relied in spring 2027.

Manzanita Court Waterline Replacement

Budget: \$125,000

Replacement of 300' of undersized, degraded galvanized iron waterline will be complete this week at \$50,000 under budget.

Black Oak Drive Sewer Replacement

COMPLETE

Replacement of 60' of sewer line with significant inflow/infiltration was completed at \$45,000 under budget.

SCADA System Improvements

Budget: \$645,000

Grant funding has been awarded for a project to install a water and sewer supervisory control and data acquisition system (SCADA) that provides remote monitoring and control of the District's water treatment plant, pump stations, tanks and sewer lift stations. Once the grant funding agreement is completed (projected this summer), an RFP will be issued for project design.

PLANNING PROJECTS

Activation of Latent Powers

Based on citizen request and strategic plan goals, staff is exploring activation of its powers to provide lighting services to downtown Twain Harte. This requires LAFCO approval and a study showing the District can sustainably provide services long-term. The study/review will be performed in FY 26-27.

County Pool/Library Collaboration

Staff has initiated collaboration with the County to explore ways to improve aquatic recreation and library stability in the District.

FUNDING OPPORTUNITIES

Sonora Area Foundation - \$32K
EV Fire Response / AWARD: August 2026

FEMA Public Assistance - \$90K
Storm Response / AWARD: Spring 2026

FY 26-27 VFC GRANT - \$38K
Radios / AWARD: Fall 2026

Energy Efficiency Grant - \$94K
Eproson Park Solar Lights / AWARDED

HUD CDBG Grant - \$525K
SCADA System / AWARDED

To learn more details, join us at our monthly THCSD board meetings.

TWAIN HARTE FIRE DEPARTMENT REPORT

by Neil Gamez, THFD Fire Chief



June Responses

On June 11, Engineer Payton, Engineer Trine, Intern Operator Castle, Intern Firefighter Row, and Intern Firefighter Kjeldgaard attended an Engine Company Operations course in the City of Mountain House. Upon completion of the training and while returning to the station, the crew observed a large smoke column in the distance. They responded to investigate and arrived to find a fire involving an approximately 1-million-square-foot warehouse.

The crew immediately integrated into the incident and provided support to the South County Fire Authority. Twain Harte Fire Department personnel remained on scene for approximately four hours, assisting with fire suppression and other incident operations. This incident provided our personnel with the opportunity to apply the skills learned during training in a real-world,

large-scale emergency while strengthening our partnerships with neighboring agencies.



Vacant Lot Inspections

The 2026 Vacant Lot Inspection Program is underway. As of June 30, Engineer Kaleb Trine and Fire Chief Neil Gamez have completed 53 vacant lot inspections. Inspections are progressing on schedule, with all inspections anticipated to be completed by the target date of July 30, 2026.



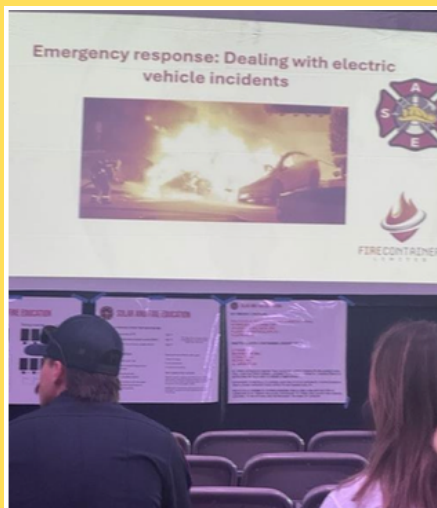
Facilities

Captain Slater and crew installed the new Starlink internet dish at the community center.



Electric Vehicle Fire Training

June 5th, Chief Gamez, Engineer Payton, Engineer Trine, and Intern Operator Castle attended a class for Electric vehicle Fires in Clovis.



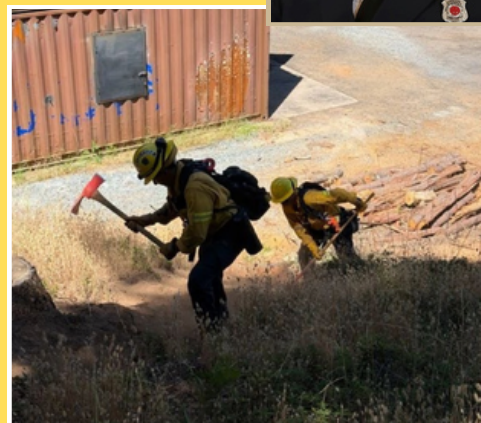
THFD REPORT CONT.

by Neil Gamez, THFD Fire Chief



June Responses:

EMS Incidents: 31
Fires: 10
Public Service Assists: 4
Emergency Standby: 7



Incident Responses:

Twain Harte: 26%
Tuolumne County Fire: 63%
U.S. Forest Service: 10%
Mi Wuk Fire: 1%

Staffing:

Full-Time Captains: 2
Full-Time Engineers: 3
Intern Operator: 1
Reserve Firefighters: 2
Intern Firefighters: 7
June Training Hours: 222



THCSD WATER & SEWER REPORT

by Lewis Giambruno, THCSD Operations Manager



State-required backflow testing was performed.



The corroded pipe at well #2 was replaced.



All paving repairs were completed.



Two sets of "Slow" stencils painted along Meadow.



Weed-eating was completed throughout the district.



Tie-in for the Manzanita Ct. waterline upsizing.



Sewer failed cleanouts from the smoke testing inspections have been repaired.



Crews performed three service line leak repairs.



The Christmas tree did not survive the transplant. A replacement is in progress.

NOT PICTURED

- The Pipehunter Hydro-Excavator blower has been repaired and returned. We determined that a possible air leak at one of the gaskets is present, as well as other potential issues. A mechanic will be sent to diagnose and correct the issues.
- The current sewer replacement project sections at lower and upper Cresta are largely complete.
- Old restroom conversion to storage is complete.
- The Community Center roof above the kitchen and bathrooms has been replaced.
- A formal backhoe training program was developed.
- Housekeeping was performed at wellhouses, pump stations, and the roundhouse.
- Several miscellaneous plumbing repairs at the park restrooms were made.

4TH OF JULY PARADE AND REFLECTION

by Lise Lemonnier, Planning Section Chief



The 4th of July, Independence Day! My immigrant mom's favorite holiday. She would dress up in red, white, and blue (down to her fingernails), make lots of delicious food (often with a flag motif), and start the party as soon as the first guest arrives. She was always so happy to celebrate this wonderful country. I thought of her often as the Twain Harte Area Community Emergency Response Team (THA-CERT) participated in the Twain Harte 4th of July Parade. As Mike Mandell drove our 1952 Power Wagon, Matt Kain, Ed Proctor, and I rode along, proudly waving our flag. There was a good-sized crowd applauding us as we wound our way as part of the parade. Another great day in downtown Twain Harte!



KEEPING IT COOL AT BIGFOOT

by Mike Mandell, THA-CERT Team Leader/President



Success! We opened the cooling station for the Bigfoot Music Festival on Friday, June 17th. We welcomed a few people for a cool down that afternoon with the help of Matt Kain and Pam Vlach. Saturday was even warmer! As the festival started at 11 AM and lasted until 8 PM, many more hot people needed our cooling station with its cooling mister and cold water served in the air-conditioned trailer. Margaret Lawrence, Maria Benech, Carol Hallett, and Red Griffin served approximately 115 people on that day. On Sunday, Matt Kain, Luz Kain, Pam Vlach,



Lise Lemonnier and I counted 77 people visiting the cooling station, with everyone expressing their appreciation. Note that we have added a handrail to make it easier to walk up the ramp to our door and the cool experience inside.

FLAG FAIRIES

by Lise Lemonnier, Planning Section Chief



The little flag fairies were at it again. Bob Schreiner, Allan Hancock, Mike Mandell, Mary Schreiner, and me, the littlest fairy of all! Working together spot by spot all over Twain Harte, we put up our collection of American flags on Thursday before the July 4 holiday weekend, and we took them down on July 6 th and put them away. We are getting good at this little job, and we enjoy it! The next time the fairies will come to town will be for Veterans Day, November 11. If you would like to join us for a very pleasant time of camaraderie and giving back to our community, please contact me (Lise Lemonnier).



TRAFFIC CONTROL ASSIST FOR LINE BREAK

by Mike Mandell, THA-CERT Team Leader/President



At 10:44 AM on July 20 th, I received a call from Chief Gamez informing me that the Water Department was working on a main line break on Brett Harte Drive and needed help with traffic control. I contacted some of our members. Lise Lemonnier arrived on the scene at 11:10, Bob Schreiner and Matt Kain followed soon after, and traffic was soon under control. Because some of the homes on the street were without water, Twain Harte Community Services District's water department made sure that homeowners had drinking water in this summer weather, delivering bottled water to them. By 4:47 PM, the pipe had been repaired, the hole filled, and our team was released. It had been a warm but overcast day, so the heat had been tolerable. Thanks to our great Water Department, water was restored just as quickly as possible.



ANOTHER SUCCESSFUL BLOOD DRIVE IN TWAIN HARTE!

by Carol Hallett, Program Manager



It was another great day for our community blood drive. We had 50 appointment slots available and set a goal of collecting 40 pints of blood. Thanks to everyone who showed up, we exceeded that goal and collected 46 pints. Way to go, Twain Harte; we are overachievers!

Six Red Cross team members made the trip up from Stockton (navigating the fire in Sonora). As always, they were professional, kind, and a pleasure to work with. Five local volunteers also pitched in to check people in and make sure everyone stayed hydrated. Everything ran smoothly.

We kept the energy up with oldies music from the '60s and '70s playing in the background. People were tapping their toes, snapping their fingers, and a few even sang along—it really made the mood fun!

It's always nice to catch up with neighbors, but the best part is knowing how many lives we're helping save with a relatively small effort. Thank you to everyone who donated or volunteered—your contribution makes a real difference.



MARK YOUR CALENDAR!

Our next

BLOOD DRIVE

is

SEPTEMBER 21, 2026.



To schedule an appointment, visit RedCrossBlood.org and enter "Twain Harte."

AUGUST TRAINING: EMERGENCY PREPAREDNESS

by Mike “Griff” Griffin, Training Officer



Do you have an emergency evacuation plan? Do you know how to be notified by Tuolumne County in the event of an emergency, such as a storm, wildfire, flood, or other emergency event? Do you know what the evacuation routes are from your neighborhood? Do you have a Go bag prepared for an emergency evacuation? Do you have an emergency kit and Go bag for your vehicle?

We have multiple subject matter experts lined up to train on these important subjects, including Twain Harte Fire discussing evacuation procedures. For the answers to these questions, and more, attend our Emergency Preparedness workshop on 8/29 at the Twain Harte Community Center on Manzanita Drive from 9 AM to Noon. RSVP is not required for this event!!

August 29: Emergency Preparedness

September 26: Traffic Control

October 17: CPR

SUMMER FESTIVAL 2026

by Lise Lemonnier, Planning Section Chief



We were HOT! Sizzling hot! I mean the temperatures were hot. It was hot when we prepared for the Summer Festival in downtown Twain Harte July 24-25. This is a community event that happens every year, with this year the 51st. And, though the festival was more sparsely attended than in the past, customers looking for something to do or for some eye-catching doodad to buy were glad when they got to our CERT (Community Emergency Response Team) table. We had Margaritas, beer, wine, Lockford sausage, hot dogs, and fire department swag.

As always, we had a wonderful crew at the table that made for a fun way to spend the day. A big thank you goes to Allan and Carol Hancock of the Kitchen Store who provided lunch for the volunteers. All day Saturday and Sunday, the firefighters were on hand to talk to anyone, kid or adult, who stopped by. They showed off the firetruck and handed out little fire helmets. But then, Sunday afternoon, just as we were cleaning up, the firefighters were dispatched to the Dove fire in Sonora, and we haven't seen them since!

Because attendance was a bit lower than in previous years, maybe due to the heat (did I say it was hot?), I do have extra Lockford Smoked Dakota dogs in my freezer. If you are interested in purchasing any, please email me at twainhartecert@gmail.com





Sunburst Breakfast



6-8 servings



15 min prep
25 min total time



Level: Easy

INGREDIENTS:

- Crescent Rolls
- ½ lb Breakfast Sausage (cooked)
- 4 Eggs (scrambled)
- ¾ cup Shredded Cheese

NOTES:

1. You can use Italian Sausage, bacon, or ham instead of breakfast sausage.
2. For a vegetarian version, cook veggies like onion, summer squash, and carrots (drain).
3. Use your favorite cheese.
4. You can brush the top with melted butter and top with seasoning like Everything Bagel.

Recipe shared by Carol Hallett

DIRECTIONS:

1. Open and lay out crescent rolls in a sunburst (see photo).
2. Arrange cooked breakfast sausage around the center.
3. Top with cooked scrambled eggs.
4. Top with cheese.
5. Pull the tips of the dough over the top and tuck the tips under the center.
6. Bake per Crescent Roll directions.
7. Serve warm and enjoy!



LOOKING TO VOLUNTEER? WE'D LOVE TO HAVE YOU!



VOLUNTEERS NEEDED

JOIN OUR TEAM!

TWAIN HARTE AREA



PREPARED TOGETHER
STRONGER TOGETHER

Email: twainhartecert@gmail.com for more information.

SAFETY TIP

by John Buckingham, Safety Officer



AUGUST

USUALLY EXHIBITS OUR
HOTTEST WEATHER,

so here are some tips to deal with the heat.



1 STAY HYDRATED



with water and
avoid alcohol
and caffeine
drinks.



2 NEVER LEAVE



a child, disabled person or pets
locked in a vehicle. Death can
occur in ten minutes in an over
heated vehicle.



If you have a toddler, lock your
car doors in your driveway so
they cannot enter.



3 STAY INDOORS



in well ventilated rooms,
limiting outdoor activities
during the hottest
hours of the day,
10am to 4pm.



4 CHECK ON

vulnerable populations



5 EDUCATE YOURSELF

to recognize heat related illnesses. Be aware of the
symptoms of heat exhaustion and heat stroke, which
include heavy sweating, weakness, dizziness, nausea
and confusion. Seek medical attention if any of these
symptoms worsen.



- HEAVY SWEATING
- WEAKNESS
- DIZZINESS
- NAUSEA
- CONFUSION

Enjoy the month of August
and stay cool!!!



WHERE DOES THE TIME GO?

by Lise Lemonnier, Planning Section Chief

The total THA-CERT volunteer hours:

JULY

Administration = 262

Training = 6

Deployment = 286

Total Hours = 554



WHAT'S HAPPENING NEXT?

Visit Tuolumne County:

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

Twain Harte Chamber of Commerce:

<https://www.embracethelocal.com/community>

UPCOMING

Events

KENNEDY MEADOWS MUSIC FESTIVAL
AUGUST 21-23, 2026

FRIDAY • AUGUST 21
NORTH FORK LOW GAP
Scott Patrick • Kenzie DuBois • Gage Burton • Berlyn Broadhead

SATURDAY • AUGUST 22
BEN HAGGARD
The Flinn • Chad Bushnell • Dallas Burrow
The Beard Picker • Zach Aaron • The Lack Family
JoDee Claxton • Randy Mandy and The Frequency Experience

SUNDAY • AUGUST 23
DAVE STAMEY
OLIVIA HARMS
Trinity Seely • George Croft • Jennifer Grant
kennedymeadowsmusicfestival.com

Free FRIDAY FAMILY MOVIE NIGHTS
A SUMMER OF MOVIES UNDER THE STARS! ADMIT ONE!

JUNE 12 THE LITTLE MERMAID (1989)	JUNE 19 HOPERS	JULY 3 NATIONAL TREASURE	JULY 10 THE LORAX	JULY 17 HONEY, I SHRUNK THE KIDS	JULY 24 GNOMEO & JULIET
JULY 31 A MINECRAFT MOVIE	AUGUST 7 TOY STORY	AUGUST 14 FINDING NEMO	AUGUST 21 GUARDIANS OF THE GALAXY 2	AUGUST 28 LION KING (1994)	

MOVIES START AT 8:30 PM
AT THE BEGINNING OF THE SUMMER.
AS THE SUN SETS EARLIER, MOVIE START TIMES WILL MOVE TO AROUND 8:00 PM.

TPRD CONCESSION STAND
OPEN DURING EVERY MOVIE!
HOT DOGS • PRETZELS • CANDY • ICE CREAM • DRINKS & MORE!

TUOLUMNE PARK & RECREATION DISTRICT
We Bring The Fun!

BENCH AND GRASS SEATING AVAILABLE!
MOVIES WILL BE SHOWN AT TPRD OUTDOOR THEATER LOCATED NEXT TO THE TUOLUMNE CITY LIBRARY.

ADVERTISING AVAILABLE!
CONTACT THE OFFICE AT:
209-928-1214
admin@tuolumnerecreation.com

ALL SAINTS PARISH ANNUAL YARD SALE
AUGUST 7, 8, 9
FRIDAY THRU SUNDAY
7 AM - 3 PM

Come see all the wonderful items for sale!

TREASURES • ANTIQUES • COLLECTIBLES • HOUSEHOLD & GARDEN ITEMS • SMALL FURNITURE

STARTS: August 07, 2026
ENDS: August 09, 2026
TIME: 7:00 AM - 3:00 PM
ADMISSION: Free
VIEW WEBSITE: allsaaintsparish.org

LOCATION: All Saints Church
18674 Cherokee Drive
Twain Harte, CA

EVENT TYPE: Fundraisers

3 DAYS ONLY!
3 days of our annual fundraiser yard sale. Treasures, antiques, collectibles, household & garden items, small furniture and more!
Don't miss out!

PRODUCED BY: All Saints Church • parish@allsaaintsparish.org

TWAIN HARTE AREA CERT
COMMUNITY EMERGENCY RESPONSE TEAM
SERVING OUR COMMUNITY

THA-CERT SMOKE ALARM PROGRAM

What/who are Twain Harte Area CERT (THA-CERT)? We are a dedicated team of community-based volunteers who are trained to support our community.

This team provides the following services to senior, disabled, and residents in Tuolumne County:

- Free Smoke Alarms/Detectors
- Free Installation
- Free Battery Replacement

If you need a smoke detector installed, need a new battery, or need a ten-year-old smoke detector replaced, we can help for free.

If you are interested, please contact us by sending an email to twainhartecert@gmail.com, or call Mike at 209-770-2674.

Only Working Smoke Alarms Save Lives

<https://www.twainhartecsd.com/smoke-detector-installation>

NFPA **FIREWISE USA**
Residents reducing wildfire risks

Join or start a FIREWISE neighborhood
Contact: Karen Caldwell
tcfirewise@gmail.com

2026 Summer Concert Series

7/4	THE SNARKY CATS
7/11	THE BLOWBACKS
7/25	GOTCHA COVERED
8/1	BREAKAWAY
8/8	PLAN B
8/22	TICKET TO RIDE LIVE!
8/29	ROCKWORKS
9/5	CALIFORNIA CREEDENCE

Eproson Park 6:00p-8:00p
Please no blankets on the lawn

TUOLUMNE COUNTY **BLACK OAK CASINO RESORT** **JANAMARIE**
AdventistHealth Sonora

that CAR SHOW in Tuolumne

Brought to you by **TUOLUMNE PARK AND RECREATION DISTRICT**

AUGUST 12TH
WEST SIDE MEMORIAL PARK
18625 MAIN ST, TUOLUMNE, CA 95379

MUSIC BY SPINOUT 6-8PM

CAR SHOW PARKING BY 4:45PM
MARKET AND FOOD VENDORS 5-8PM
MUSIC BY SPINOUT 6-8PM
BEER AND WINE GARDEN WITH ROOT BEER FLOATS AND BEER FLOATS

\$35 A CAR WITH SHIRT PRE-REGISTRATION
\$25 A CAR WITHOUT SHIRT

Sign Up Today!
209-928-1214
admin@tuolumnerecreation.com

SPAGHETTI DINNER

SATURDAY, SEPTEMBER 5TH, 2026
4 P.M. - 7 P.M.
AT THE MI WUK SUGAR PINE FIRE STATION
24247 HIGHWAY 108, MI WUK VILLAGE

ADMISSION: \$13, \$6

LOCATION: Sugar Pine
24247 H-108, Sugar Pine

EVENT TYPE: Fundraisers

SPONSORED BY: The Mi Wuk/Sugar Pine Fire Protection District Auxiliary (MWSPPFDA)

MEAL INCLUDES: Spaghetti • Beverages • Salad • Ice Cream • Garlic Bread

\$6.00 for children 12 and under. \$13.00 for adults and children over 12.

All proceeds benefit the Mi Wuk/Sugar Pine Fire Protection District.

Please note that only Service Animals are allowed in food facilities.

MEETINGS

THCSD Board Meeting

Wednesday, August 12th, 2026 9:30 am
22912 Vantage Point, TH, THCSD Mtg Room
<https://www.twainhartecsd.com/board-meetings>

THA-CERT & Fire Board Meeting

Thursday, August 13th, 2026 9:30 am
22912 Vantage Point, TH, THCSD Mtg Room.

Community Yoga
with Tammy Schultz

TWAIN HARTE AREA CHAMBER OF COMMERCE & TWAIN HARTE COMMUNITY SERVICES DISTRICT present

TUESDAY MORNINGS 9:00AM - 10:30AM
WEEKLY FROM MARCH 30

FREE SESSIONS • DONATIONS SUGGESTED • BRING YOUR OWN MAT

TWAIN HARTE COMMUNITY CENTER
18725 MANFRIETTA DRIVE

For more information visit <https://www.twainhartecsd.com/embark-the-way>

2026 TWAIN HARTE MOUNTAIN AIR MARKET

Sun Poppy Markets & Events

Thursday Evenings | 4 - 7 PM
June, July & August
Eproson Park, Twain Harte

- Artisan Vendors
- Cottage Vendors
- Food & Drinks
- Live Music

TWAIN HARTE Mountain Air Market

For more information: sunpoppyme@gmail.com



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	08C	ITEM TYPE:	☒ Discussion ☐ Action ☐ Both
SUBJECT:	Operations Manager's report.		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ 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

WATER/SEWER/PARK
DIVISION

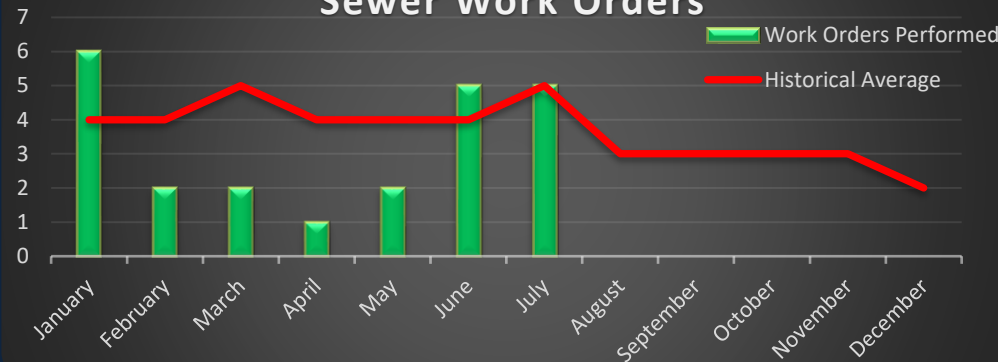
JULY

2026

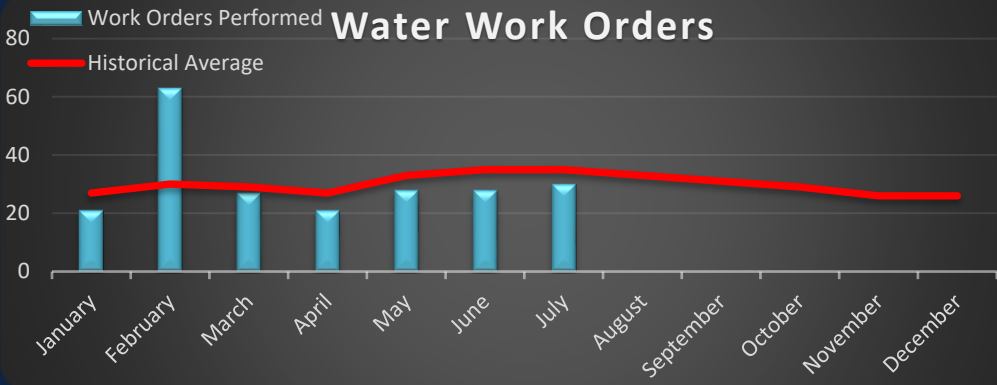


WATER, SEWER & PARKS STATISTICS

Sewer Work Orders

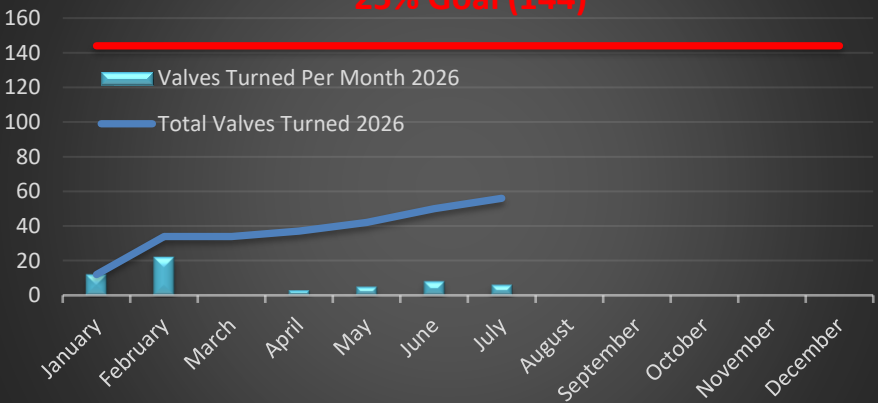


Water Work Orders



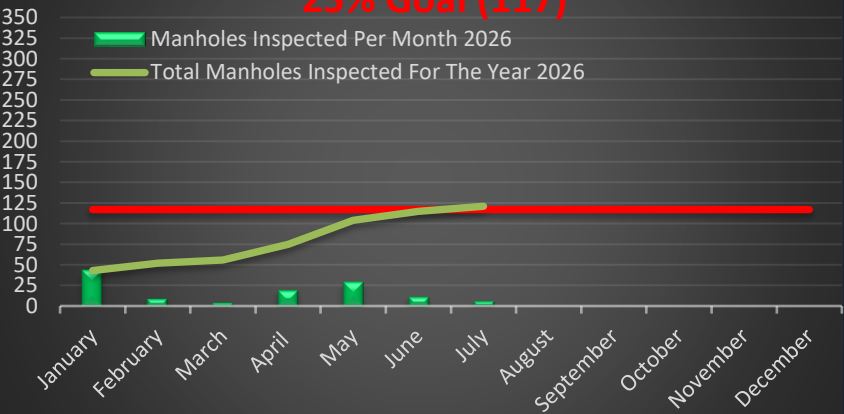
Valve Exercising

25% Goal (144)



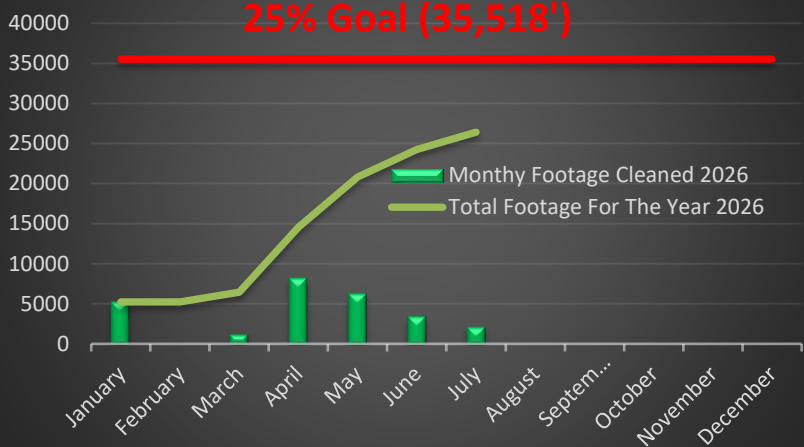
Manhole Inspections

25% Goal (117)

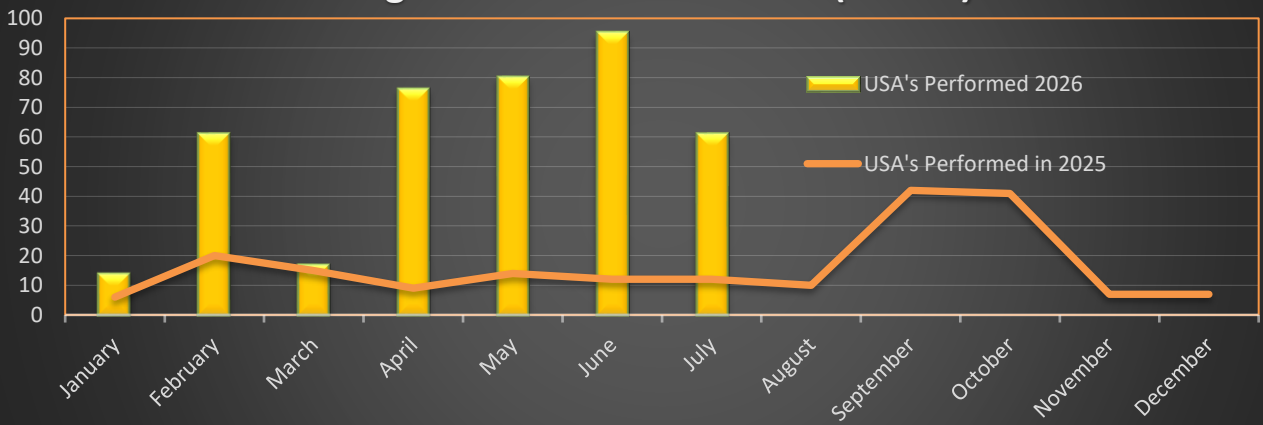


Sewer Cleaning

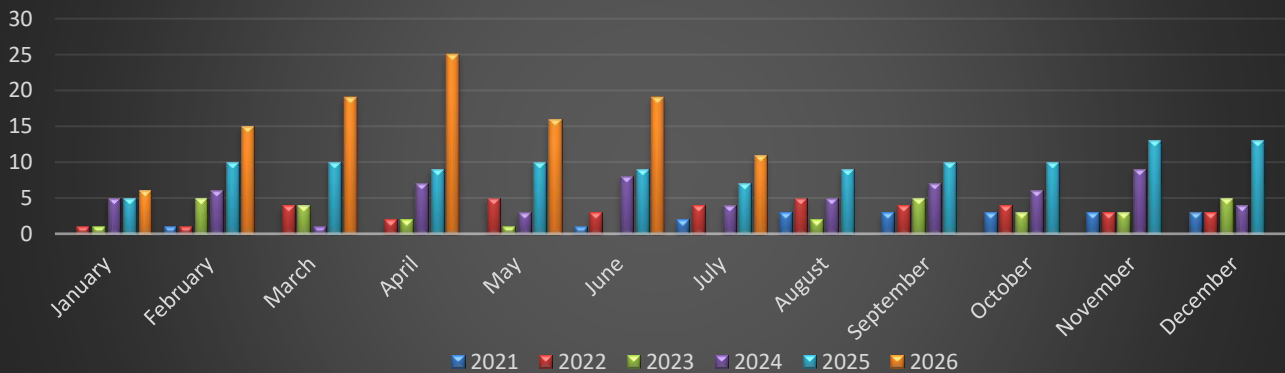
25% Goal (35,518')



Underground Service Alerts (USA's)

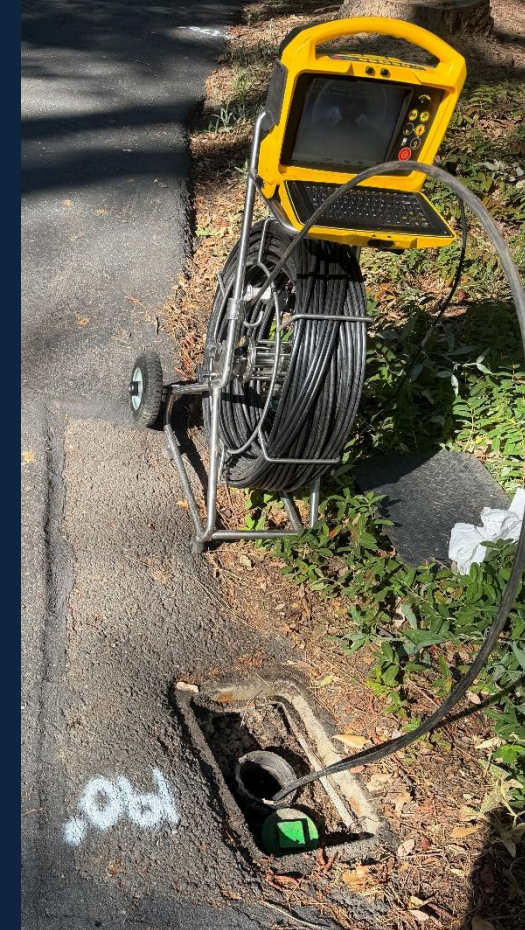


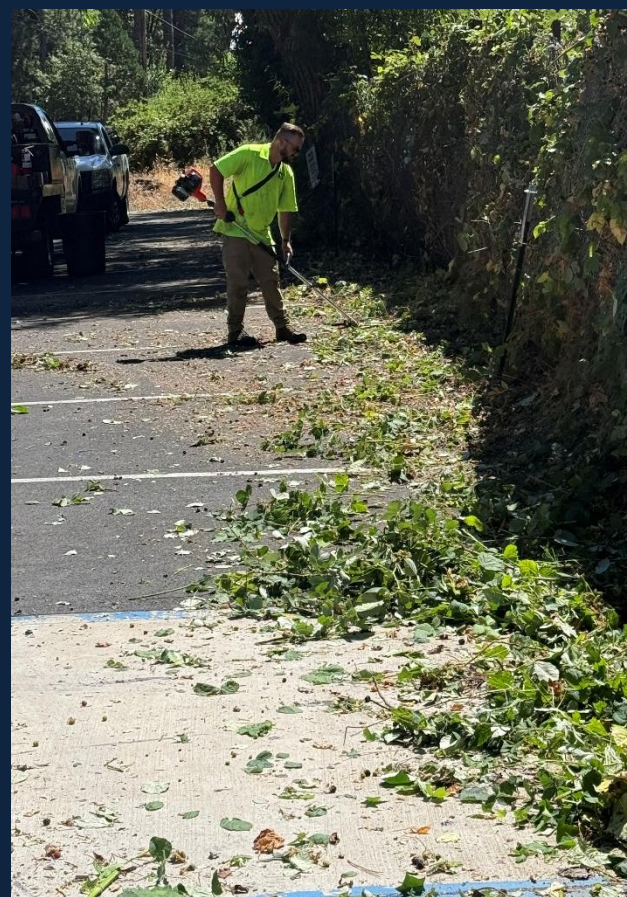
Community Center Rentals



ITEMS OF NOTE







Items of Note Pictures Explanation

Page 1

Top and Bottom Left: Eric, Rick and Jason removed 3 trees that had fallen in upper Shadybrook Reservoir.

Top Center: Robert and Eric removed branches from the top of Million Gallon Tank #1 as well as surveyed for Starlink feasibility locations.

Bottom Center: While upper Shadybrook reservoir was lowered, crews fastened the draft point down. Occasionally one corner floats up making pumping difficult.

Top Right: Rick and Garrett repairing a leak at the Twain Harte Meadow water meter.

Bottom Right: Rick and Garrett repairing a cracked service valve on Meadow Dr.

Page 2

Left Top, Left Bottom and Top Center Left: Crews repaired a mainline break on Bret Harte. THFD and THACERT were a tremendous help with road flagging and cleanup.

Bottom Center: Jetter truck hydraulic tank experienced a hairline crack. Jason needed to pressurize the tank to locate the leak and determine size as it was extremely difficult to locate.

Top Center Right: Tamarack Service Line Repair.

Top Right: CCTV work was performed.

Bottom Right: Crews performed backhoe training.

Page 3

Top and Bottom Left: Before and after pictures of tagging vandalism in the mens restroom at Eproson Park. Work performed by Garrett.

Top Center: A window at the Snackshack was replaced.

Bottom Center: Garrett, Miguel and Eric performed landscaping duties at the community center as well as several other locations through out the district.

Top Right: A golf course tree fell into the pickleball fence. Some minor damage to the fence occurred.

Bottom Right: Some of the aluminum border was warping as well as some isolated sections of tiles were popping up due to the extreme heat. Contractor to repair.

Not Pictured:

- Crews went through our initial training for the new GIS system.
- The Pipehunter Hydro-Excavator is fully operational.
- Manzanita Waterline upsizing is largely complete.
- Hydrant upgrade on Golf Club and Fireside is largely complete.
- The current sewer replacement project sections at lower and upper Cresta are largely complete.

Year: 2026

Month	SWTP Treatment				Total Recycled (Gal)	Total Production (Gal)	2013 Total Production (Gal)	Decrease in Demand (%)	Rain (inches)	Snow (inches)
	Plant (Gal)	Well #1 (Gal)	Well #2 (Gal)	Well #3 (Gal)						
Jan	3,411,542	0	1,232,872	834,477	490,587	5,478,891	8,304,262	34.02%	4.82	0
Feb	6,392,660	307,455	856,258	463,933	408,506	8,020,306	5,836,362	-37.42%	2.98	42
Mar	6,744,282	167,604	274,638	140,324	474,297	7,326,848	5,776,198	-26.85%	0.71	0
Apr	5,832,887	0	49,268	248,937	525,435	6,131,092	6,737,931	9.01%	5.45	0
May	6,798,702	0	220,237	106,842	510,556	7,125,781	9,624,851	25.96%	0.77	0
Jun	7,833,012	0	0	0	590,158	7,833,012	11,912,958	34.25%	0	0
Jul	9,301,570	0	0	0	775,258	9,301,570	14,740,484	36.90%	0.02	0
Aug						0				
Sep						0				
Oct						0				
Nov						0				
Dec						0				
Total	46,314,655	475,059	2,633,273	1,794,513	3,774,797	51,217,500	62,933,046	18.62%	14.75	42



Board Meeting Agenda Item Summary

August 12, 2026

ITEM #:	08D	ITEM TYPE:	☒ Discussion ☐ Action ☐ Both
SUBJECT:	General Manager's report.		
RELATION TO STRATEGIC PLAN:	☒ N/A ☐ 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

August 12, 2026



ADMIN ACTIVITIES

- Eproson Park Solar Lighting Value Engineering
- Grand Jury Response & Fire Payroll FAQ's
- GIS Mapping System Upgrades Project
- Cedar Pines Pressure Zone Upgrades Design RFP
- Christmas Tree Warranty Coordination
- CDBG SCADA Upgrade Grant Coordination

CAPITAL PROJECTS

Eproson Park Solar Light Replacement

Budget: \$93,500

Design and value engineering for a grant-funded project to replace streetlights in Eproson Park with solar streetlights is underway. The project is anticipated to be complete by spring 2027.

Cresta Sewer Replacement/Relining

Budget: \$325,000

Replacement of 955' of high-risk sewer line between Cresta Drive and Oak View Drive is complete. The remaining 1,550' of sewer line has been repaired and is anticipated to be relined in spring 2027.

Manzanita Court Waterline Replacement

COMPLETE - \$50,000 under budget

Cedar Pines Pressure Zone Upgrades

Budget: \$700,000

A request for proposals is in development for a design consultant to design a project that improves pressure zones, eliminates an aging tank and pump station, and replaces deteriorated, undersized water lines.

SCADA System Improvements

Budget: \$645,000

Grant funding has been awarded for a project to install a water and sewer supervisory control and data acquisition system (SCADA) that provides remote monitoring and control of the District's water treatment plant, pump stations, tanks and sewer lift stations. Once the grant funding agreement is completed (projected this summer), an RFP will be issued for project design.

MEETINGS OF INTEREST

- | | |
|------|-------------------------------------|
| 7/24 | County Drought Task Force |
| 7/27 | Solar Lighting Coordination Meeting |
| 7/28 | GIS Work Order System Training |
| 7/31 | County Roads Paving Collaboration |
| 8/10 | LAFCO MSR/Latent Power Meeting |

PLANNING PROJECTS

Activation of Latent Powers

Based on citizen request and strategic plan goals, staff is exploring activation of its powers to provide lighting services to downtown Twain Harte. This requires LAFCO approval and a study showing the District can sustainably provide services long-term. Staff/LAFCO have initiated discussions to begin this process with anticipated completion in FY 26/27.

County Pool/Library Collaboration

Staff has initiated collaboration with the County to explore ways to improve aquatic recreation and library stability in the District.

FUNDING OPPORTUNITIES

Sonora Area Foundation - \$32K

EV Fire Response / AWARD: August 2026

FEMA Public Assistance - \$90K

Storm Response / AWARD: Fall 2026

FY 26-27 VFC GRANT - \$38K

Radios / AWARD: Fall 2026

Energy Efficiency Grant - \$94K

Eproson Park Solar Lights / AWARDED

HUD CDBG Grant - \$525K

SCADA System / AWARDED