

TWAIN HARTE COMMUNITY SERVICES DISTRICT

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

REGULAR MEETING OF THE BOARD OF DIRECTORS THCSD CONFERENCE ROOM 22912 VANTAGE POINTE DR., TWAIN HARTE May 11, 2022 9:00 A.M.

NOTICE: Public May Attend this Meeting In-Person. Facial coverings are recommended for any person attending, regardless of vaccination status.

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

- Videoconference Link: <https://us02web.zoom.us/j/86897549412>
- Meeting ID: 868 9754 9412
- Telephone: (669) 900-6833

AGENDA

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

1. Call to Order

2. Pledge of Allegiance & Roll Call

3. Reading of Mission Statement

4. Public Comment

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

5. Consent Agenda:

- A. Presentation and approval of financial statements through April 30, 2022.
- B. Approval of the minutes of the Regular Meeting held on April 13, 2022.
- C. Discussion/action to adopt Resolution #22-15 – Intention to Continue Assessments for Fiscal Year 2022-23, Approval of Preliminary Engineer's Report and Notice of Hearing for the Park and Recreation Maintenance District.
- D. Discussion/action to adopt Resolution #22-16 – Intention to Continue Assessments for Fiscal Year 2022-23, Approval of Preliminary Engineer's Report and Notice of Hearing for the Fire and Rescue Assessment District.
- E. Discussion/action to adopt Resolution #22-17 – Intention to Continue Assessments for Fiscal Year 2022-23, Approval of Preliminary Engineer's Report and Notice of

Hearing for the Fire Protection and Emergency Response Services Assessment District.

6. New Business

- A. Discussion/action to adopt Resolution #22-18 – Approval of a Collective Bargaining Agreement with the Communication Workers of America, AFL-CIO, Local 9333.
- B. Discussion/action to adopt Resolution #22-19 – Declaring Support of the Formation of the Tuolumne County Chapter of the California Special Districts Association and Authorizing Related Actions.
- C. Discussion/action to adopt Resolution #22-20 – Authorizing the Transfer of Funds and Assets Raised or Purchased by the Twain Harte Area Community Emergency Response Team from the Fire Fund to the CERT & Fire Association.
- D. Discussion/action to consider changing the Fire Division fleet model by replacing the Type 1 Reserve Engine with a Type 6 Engine.
- E. Discussion/action to adopt the 20-Year Vehicle and Equipment Replacement Plan for Fiscal Year 2022-23.
- F. Discussion/action to approve revisions to Policy #5040 – Board Actions and Decisions.
- G. Discussion/action to approve revisions to Policy #5060 – Minutes of Board Meetings.

7. Reports

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

8. Closed Session

- A. Conference with Legal Counsel – Existing Litigation:
Pursuant to Government Code Section 54956.9(a)
Case Name: Junger v. Twain Harte Community Services District
- B. With respect to every item of business to be discussed in closed session pursuant to Section 54957: Public Employee Performance Evaluation, General Manager.

9. Adjourn

HOW TO VIRTUALLY PARTICIPATE IN THIS 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.

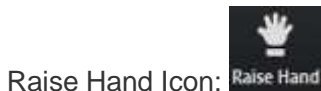
* NOTE: your personal video will be disabled and your microphone will be automatically muted.

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 THCS Board Secretary: P.O. Box 649, Twain Harte, CA 95383
- **During the Meeting:**
 - Computer/Tablet/Smartphone: Click the “Raise Hand” icon and the host will unmute your audio when it is time to receive public comment. If you would rather make a comment in writing, you may click on the “Q&A” icon and type your comment. You may need to tap your screen or click on “View Participants” to make icons visible.



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

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

MEETING ETIQUETTE

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

ACCESSIBILITY

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

WRITTEN MEETING MATERIALS

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

www.twainhartecsd.com

TWAIN HARTE COMMUNITY SERVICES DISTRICT
21/22 OPERATING EXPENDITURE SUMMARY
As of April 30, 2022

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 83.33%)
Park	89,266	57,755	31,511	64.70%
Water	1,312,981	884,651	428,330	67.38%
Sewer	1,108,904	775,179	333,725	69.90%
Fire	1,238,616	978,792	259,824	79.02%
Admin	649,891	498,174	151,717	76.66%
TOTAL	\$ 4,399,658	\$ 3,194,551	\$ 1,205,107	72.61%

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
21/22 CAPITAL EXPENDITURE SUMMARY
As of April 30, 2022**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 83.33%)
Park	604,791	20,820	583,971	3.44%
Water	1,707,550	42,272	1,665,278	2.48%
Sewer	454,100	252,475	201,625	55.60%
Fire	515,100	126,273	388,827	24.51%
Admin		-	-	
TOTAL	\$ 3,281,541	\$ 441,840	\$ 2,839,701	13.46%

Reflects Budget Rev #6 - Approved 04/13/22

TWAIN HARTE COMMUNITY SERVICES DISTRICT
BANK BALANCES
As of April 30, 2022

Account	Beginning Balance	Receipts	Disbursements	Current Balance
U.S. Bank Operating	1,772,955	878,935	(649,919)	2,001,971
U.S. Bank - D Grunsky #1**:	55,688	17,766		73,454
U.S. Bank - D Grunsky #2**:	60,328	15,755		76,083
LAIF	2,972,295	2,342		2,974,637
TOTAL	\$ 4,861,266	\$ 914,798	\$ (649,919)	\$ 5,126,145

**Davis Grunsky reserve money restricted for Davis Grunsky Loan Payments

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting
April 13, 2022

CALL TO ORDER: President Sipperley called the meeting to order at 09:00 a.m. The following Directors, Staff, and Community Members were present:

DIRECTORS:

Director Sipperley, President
Director Bohlman
Director Mannix
Director Knudson
Director deGroot

STAFF:

Tom Trott, General Manager
Neil Gamez, Fire Chief
Kim Silva, Administrative Coordinator/ Board Secretary
Lewis Giambruno, Operations Manager
Carolyn Higgins, Finance Officer

AUDIENCE: 3 Attendees

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

A member of the community presented information regarding concerns not related to items on the agenda.

CONSENT AGENDA:

- A. Presentation and approval of financial statements through March 31, 2022
- B. Approval of the minutes of the Regular Meeting held on March 9, 2022.
- C. Approval of the minutes of the Special Meeting held on March 23, 2022.
- D. Approval of the minutes of the Special Meeting held on April 4, 2022.

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

SECOND: Director Bohlman

AYES: Mannix, Bohlman, Sipperley, Knudson, deGroot

NOES: None

ABSTAIN: None

NEW BUSINESS:

- A. Discussion/action regarding water supply status and Governor Newsom's Executive Order N-7-22.

GM Trott provided an update regarding the current water supply status in Tuolumne county and spoke to TUD's prediction is that both Pinecrest and Lyons will both fill and spill which is

Tuolumne County's water source. The boards recommendation is that we educate heavily and continue with water wise Wednesday and what is right for our community.

- B. Discussion/action regarding proposed district-based election boundaries for Tuolumne Utilities District.

The board provided direction to GM Trott to bring to TUD that we don't want our district divided and suggest that communities are a whole and should not be divided.

- C. Discussion/action to approve Resolution #22-13 – Opposing Initiative 21-0042A1: “Limits Ability of Voters and State and Local Governments to Raise Revenues for Government Services. Initiative Constitutional Amendment.”

MOTION: Director Sipperley made a motion to approve Resolution #22-13 – Opposing Initiative 21-0042A1: “Limits Ability of Voters and State and Local Governments to Raise Revenues for Government Services. Initiative Constitutional Amendment.”

SECOND: Director Mannix

AYES: Mannix, deGroot, Bohlman Sipperley, Knudson

NOES: None

ABSTAIN: None

- D. Discussion/action to approve Resolution #22-14 - Approval of Fiscal Year 2021-22 Water, Sewer and Park Funds Budget Adjustments in the Amount of \$14,208 for Operations Division Personnel Changes.

MOTION: Director deGroot made a motion to approve Resolution #22-14 - Approval of Fiscal Year 2021-22 Water, Sewer and Park Funds Budget Adjustments in the Amount of \$14,208 for Operations Division Personnel Changes.

SECOND: Director Knudson

AYES: Mannix, deGroot, Bohlman Sipperley, Knudson

NOES: None

ABSTAIN: None

- E. Discussion/action to authorize the General Manager to enter into agreement with RC Health Services to provide a facility and instructors for national Emergency Medical Technician (EMT) training and American Heart Association Cardiopulmonary Resuscitation (CPR) testing.

MOTION: Director Mannix made a motion to authorize the General Manager to enter into agreement with RC Health Services to provide a facility and instructors for national Emergency Medical Technician (EMT) training and American Heart Association Cardiopulmonary Resuscitation (CPR) testing.

SECOND: Director deGroot

AYES: Mannix, deGroot, Bohlman Sipperley, Knudson

NOES: None

ABSTAIN: None

- F. Tour of District's new sewer jetter truck.

REPORTS:

President and Board Member Reports.

- *President Sipperley reported that there was no IRWM JPA meeting this month.*
- *Director deGroot spoke about attending the meeting at TUD regarding the upcoming legislative days and collaborative efforts.*

Fire Chief Report by Chief Gamez

- *A verbal summary of the written report was provided by Chief Gamez and Carol Hallet from CERT provided a verbal summary of her report as well.*

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

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

General Manager Report Provided by General Manager Trott

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

CLOSED SESSION: *The Board of Directors convened into closed session at 10:54 a.m.*

- A. Conference with Legal Counsel – Existing Litigation: Pursuant to Government Code Section 54956.9(a) Case Name: Junger v. Twain Harte Community Services District
 - B. Conference with Labor Negotiators pursuant to Government Code §54957.6
 Agency Designated Representatives:
 Tom Trott, Carolyn Higgins, Lewis Giambruno
 Employee Organization:
 Communication Workers of America, AFL-CIO
- *President Sipperley reconvened the meeting into regular session at 11:55 a.m. with no reportable action.*

ADJOURNMENT:

The meeting was adjourned at 11:55 a.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Gary Sipperley, President

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 22-15**

**INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2022-23,
APPROVAL OF PRELIMINARY ENGINEER'S REPORT AND NOTICE OF HEARING
FOR THE PARK AND RECREATION MAINTENANCE DISTRICT**

WHEREAS, Twain Harte Community Services District's ("District") Park and Recreation Maintenance District was authorized by an assessment ballot proceeding conducted in 2006 and approved by 59.28% of the weighted ballots returned by property owners, and such assessments were levied by the Board of Directors by Resolution No. 06-09 passed on June 20, 2006; and

WHEREAS, the first Engineer's Report for Fiscal Year 2006-07 described how the assessment district would be established, determined the uses of the assessment funds, established the methodology by which the assessments would be applied to properties in the District, established that the assessment is subject to an annual adjustment tied to the annual change in the Consumer Price Index for the San Francisco Bay Area, and stated that the assessment would continue year-to-year until terminated by the District Board of Directors ("Board"); and

WHEREAS, although the methodology by which the assessments are applied to properties in the District does not change from year to year, a new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations; and

WHEREAS, on February 9, 2022, by Resolution No. 22-04, the Board ordered the preparation of an Engineer's Report for the Park and Recreation Maintenance District (the "District") for Fiscal Year 2022-23; and

WHEREAS, pursuant to said Resolution, the Engineer's Report was prepared by SCI Consulting Group, Engineer of Work, in accordance with accordance with 22565, et seq., of the Streets and Highways Code (the "Report") and Article XIID of the California Constitution; and

WHEREAS, said Engineer's Report was filed with the Board Secretary and the Board has reviewed the Report and wishes to take certain actions relative to said Report.

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

1. The Report for the "Park and Recreation Maintenance District," on file with the Board Secretary, has been duly considered by the Board and is hereby deemed sufficient and approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under, and pursuant to, the foregoing resolution.
2. It is the intention of this Board to continue and to collect assessments within the District for fiscal year 2022-23. Within the District, the existing and proposed improvements ("Improvements") are generally described as the acquisition, installation, maintenance and servicing of public areas and public facilities, property owned or property rights, easements and/or rights of entry, leases or dedications including, but not limited to, parks, recreation areas, recreation facilities, ground cover, shrubs, trees and other vegetation, greenbelts, playground equipment, trails, utility right-of-ways, signage, entry monuments, fencing, picnic areas, restrooms, lighting, other improvements such as irrigation or drainage and land preparation on (1) real property owned by, or encumbered by property rights held by, or maintained by, the District; or (2) on real property owned by, or encumbered by property rights held by, or maintained by any local agency or non-profit entity within the jurisdictional area of the District that participates with the Twain Harte Community Services District in any of the installations, maintenance and servicing described herein. Installation means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.
3. The District consists of the lots and parcels shown on the assessment diagram of the District on file with the Board Secretary, and reference is hereby made to such map for further particulars.
4. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report identifies all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.
5. The authorized maximum assessment rate for the District includes an annual adjustment by an amount equal to the annual change in the San Francisco Bay Area Consumer Price Index, not to exceed 3.00% per year. In the event that the annual change in the CPI exceeds 3.00%, any percentage change in excess of

3.00% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3.00%. The annual Bay Area CPI change as of December 2021 is 4.24%, and the Unused CPI carried forward from the previous fiscal year is 0.58%. Therefore, the maximum authorized increase that may be levied in fiscal year 2022-23 is 3.00%.

6. The estimated Fiscal Year 2022-23 cost of providing the Services is \$120,897. This cost results in a proposed assessment rate of SEVENTY-FOUR AND SEVENTY-TWO CENTS (\$74.72) per single-family equivalent benefit unit for Fiscal Year 2022-23. Therefore, the maximum authorized assessment rate is \$74.72; the assessment rate proposed to be continued for fiscal year 2022-23 is \$74.72, which is the same as the maximum authorized rate.
7. The public hearing shall be held at the Twain Harte Community Services District offices located at 22912 Vantage Pointe Drive, Twain Harte, California, 95383: on Wednesday, June 8, 2022, at the hour of 9:00 a.m. for the purpose of the Board's determination whether the public interest, convenience and necessity require the improvements and this Board's final action upon the Report and the assessments therein. The Board Secretary is hereby authorized and directed to cause a notice of the hearing to be given by publishing a notice once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the District

PASSED AND ADOPTED by the Board of Directors of Twain Harte Community Services District at their Regular Meeting on May 11, 2022, by the following:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary

FY 2022-23

ENGINEER'S REPORT

Twain Harte Community Services District Park and Recreation Maintenance District

June 2022
Draft Report

DRAFT

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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Twain Harte Community Services District

Board of Directors

Gary Sipperley, President
Eileen Mannix, Vice President
Charlotte Bohlman, Director
Kathryn deGroot, Director
Richard Knudson, Director

General Manager

Tom Trott

Operations Manager

Lewis Giambruno

Secretary of the Board

Kim Silva

Assessment Engineer

SCI Consulting Group

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Introduction

Overview

The Twain Harte Community Services District (“District”) is a California governmental entity formed when the Tuolumne County Water District #1 was dissolved. Formed in 1996, the District provides water, sewer, and fire as well as recreation services. The district maintains Eproson Park and its amenities including the Rotary Stage, youth and tot playgrounds, a skate park, baseball field, and picnic and barbeque areas, the Twain Harte Community Center, Twain Harte Tennis Courts and Twain Harte Creek Trail. The map on page 25 depicts the area served by the District. The District is responsible for operating parks, recreation areas, and other recreation facilities and public resources in the community of Twain Harte. The District encompasses approximately 1,793 parcels within its boundaries, which are primarily of residential single-family and multi-family use.

Prior to 2006, the maintenance and upkeep of local park and recreation areas in the Twain Harte community were funded by a very small amount of property taxes allocated to the District. Since its formation the District’s costs for maintaining park services, such as insurance, fuel, electricity, supplies and maintenance, had increased significantly and the available revenues for park maintenance had actually declined. The District simply did not have sufficient revenues to properly maintain Twain Harte park and recreation facilities and to handle the repairs of aging facilities. Therefore, in absence of a new local revenue source, the baseline level of park and recreation facilities in the District (the “Baseline Service”) was poorly maintained park and recreation facilities.

As a result, the District proposed the establishment of a benefit assessment district that would allow property owners, in an assessment ballot proceeding, to decide if funding should be increased to:

- Improve Park Maintenance
- Improve Safety and Security
- Improve Children’s Playground Equipment
- Maintain Sports Fields
- Maintain the Twain Harte Community Center

The Assessments fund the continued improvements listed above that are provided throughout the District, extending above and beyond the baseline level of service.

Assessment Process

In 2006, the Twain Harte Community Service District Board of Directors (the "Board") conducted an assessment ballot proceeding pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Landscaping and Lighting Act of 1972. During this ballot proceeding, property owners in the District were provided with a notice and ballot for the proposed Park and Recreation Maintenance District (the "Assessment District"). A 45-day period was provided for balloting and a public hearing was conducted on June 20, 2006. After the close of the public input portion of the public hearing, the returned ballots were tabulated. The results of the tabulation were announced at 7 p.m. the same evening.

It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). The final weighted ballot result was 59.28% support for the proposed assessments.

As a result, the District Board (the "Board") gained the authority to approve the levy of the assessments for fiscal year 2006-07 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the assessment levies equal to the annual change in the Consumer Price Index for the San Francisco Bay Area as of January of each succeeding year, with the maximum annual adjustment not to exceed 3%. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer's Report ("Report"), budgets and proposed assessments for the upcoming fiscal year. After the Report is completed, the Board may preliminarily approve the Report and proposed assessments and establish the date for a noticed public hearing on the continuation of the assessments.

This Engineer's Report ("Report") was prepared to establish the budget for the improvements, installation, and maintenance and servicing costs that would be funded by the proposed 2022-23 assessments, determine the benefits received by property from such improvements within the Assessment District and apportion the assessments to lots and parcels within the District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIID of the California Constitution (the "Article").

If the Board approves this Engineer's Report and the continuation of the assessments by resolution, a notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing must be held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 8, 2022. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2022-23. If so confirmed and approved, the assessments would be submitted to the County Auditor for inclusion on the property tax rolls for fiscal year 2022-23.

Legal Analysis

Proposition 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements were satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIIC and XIID of the California Constitution because the improvements to be funded are clearly defined; the benefiting property in the Assessment District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Assessment District and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

Dahms v. Downtown Pomona Property

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010 the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the Assessment District; and the Improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz, Dahms and Greater Goldern Hill* because the Improvements will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

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Plans and Specifications

DEFINITIONS AND DESCRIPTIONS

The improvements to be funded by the Assessment District (the “Improvements”) provide special benefit to parcels within the Assessment District as defined in the Method of Assessment herein. Improvements are legally defined by the Act (Streets & Highways Code §22525) and include, but are not limited to the following:¹

Acquisition, installation, maintenance and servicing of public areas and public facilities, property owned or property rights, easements and/or rights of entry, leases or dedications including, but not limited to, parks, recreation facilities, open space lands, greenbelts, playground equipment, trails, hillsides, viewsheds and watersheds, utility right-of-ways, signage, fencing, fire breaks, picnic areas, restrooms, lighting and other improvements and land preparation such as grading, irrigation or drainage on (1) real property owned by, or encumbered by property rights held by, or maintained by, the Assessment District; or (2) on real property owned by, or encumbered by property rights held by, or maintained by any local agency or non-profit entity within the jurisdictional area of the Assessment District that participates with the Twain Harte Community Services District in any of the installations, maintenance and servicing described herein.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any Improvement, including (a) repair, removal, or replacement of all or part of any Improvement; (b) providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; (c) the removal of trimmings, rubbish, debris, and other solid waste; and (d) the cleaning, sandblasting and painting of walls and other Improvements to remove or cover graffiti. (Streets & Highways Code §22531)

Servicing means the furnishing of (a) electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other Improvements; and (b) water for irrigation of any landscaping, the operation of any fountains, or the maintenance of any other Improvements. (Streets & Highways Code §22538)

¹. Any Plans and specifications for the Improvements will be filed with the Twain Harte Community Services District and are incorporated herein by reference.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published and posted notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment. (Streets & Highways Code §22526)

The assessment proceeds will be exclusively used for Improvements within the District plus Incidental expenses. Reference is made to the plans and specifications, including specific expenditure and improvement plans by park/recreation site, which are on file with the District.

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Estimate of Costs And Budget

Introduction

Following are the proposed Improvements, and resulting level of improved park and recreation facilities, for the Assessment District. As previously noted, the baseline level of service included minimal and inadequate maintenance of local park and recreation facilities due to shortages of funds for the District. Improvements funded by the assessments are over and above this baseline level of service. The formula below describes the relationship between the final level of Improvements, the existing baseline level of service, and the enhanced level of Improvements to be funded by the proposed assessment.

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

Estimate of Costs

The following is an estimate of the cost of the Improvements that would be funded by the Assessment District in Fiscal Year 2022-23. The expenditures would be governed by the policies and criteria established within this Report.

Table 1 - Estimate of Costs

Twain Harte Community Services District Parks and Recreation Maintenance District Estimate of Cost Fiscal Year 2022-23			<i>Total Budget</i>
Beginning Fund Balance			\$0
Installation, Maintenance & Servicing Costs			
Services Costs			\$84,277
Salaries and Employee Benefits	\$8,227		
Maintenance and Repairs	\$42,850		
Materials and Supplies	\$1,500		
Outside and Debt Services	\$4,500		
Utilities, Prop/Liab Ins, TUD, etc.	\$27,200		
Administrative Cost			\$71,716
Capital Expenses/Outlay			\$1,417,400
Total Service, Administrative and Capital Expenditures			\$1,573,393
Additional Expenditures			
Allowance for Uncollectable Assessments			\$0
County Collection, Levy Administration, and Other Incidentals			\$4,000
Total Additional Expenditures			\$4,000
Total Service, Administrative, Capital and Additional Expenditures			\$1,577,393
Total Benefit of Services and Related Expenses			\$1,577,393
SFE Units			1618.00
Benefit received per Single Family Equivalent Unit			\$974.90
Less:			
District Contribution for General Benefits			(\$567,861)
District Contribution toward Special Benefits			(\$857,024)
Transfers to (from) reserves			(\$31,611)
Total Revenue from Other Sources			(\$1,456,496)
Net Cost of Installation, Maintenance and Servicing to Assessment District			\$120,897
Total Installation, Maintenance and Servicing to Assessment District (Net Amount to be Assessed)			\$120,897
Budget Allocation to Property			
	Total SFE Units	Assessment per SFE	Total Assessment
	1,618.00	\$74.72	\$120,897

Method of Assessment Apportionment

Method of Apportionment

This section of the Engineer's Report explains the special benefits to be derived from the Improvements, the criteria for the expenditure of assessment funds to ensure equal levels of benefit for properties of similar type and the methodology used to apportion the total assessments to properties within the Assessment District.

The Assessment District area consists of all Assessor Parcels within the District as defined by the State Board of Equalization tax rate areas. The method used for apportioning the assessments is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the Assessment District or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process.

1. Identification of all benefit factors derived from the Improvements
1. Calculation of the proportion of these benefits that are general
2. Determination of the relative special benefit within different areas within the Assessment District
3. Determination of the relative special benefit per property type
4. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes.

Discussion of Benefit

Assessments can only be levied based on the special benefit to property. Any and all general benefit, including benefit that is indirect or derivative, must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218 (Article XIID of the California Constitution), has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must reasonably exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIII D, sections 2(i) & 4(f).)

Benefit Factors

Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements

The park and recreation facilities in the Assessment District provide larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in the Assessment District. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the “NPRA”), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for parks were specifically established to give all properties within this service radii close proximity and easy access to such public land areas. Eproson Park within the Assessment District is more similar to a community park, since it is larger and has a parking lot and restroom. However, given the somewhat enclosed nature of the properties and roads within the Assessment District, the service area radius for Eproson Park is determined to be approximately one mile. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements - and this advantage is not received by many other properties or the public at large. The parcels that are outside of the Assessment District but may also have good proximity and assess the Improvements are addressed in the following general versus special benefit section.

An analysis of the service radii for the Improvements finds that all properties in the Assessment District enjoy the distinct and direct advantage of being close and proximate to a park and recreation facilities within the Assessment District. The benefiting properties in the Assessment District therefore uniquely and specially benefit from the Improvements.

Proximity to improved park and recreational facilities

Only the specific properties within close proximity to the Improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Assessment District do not share.

In absence of the assessments, the Improvements would not be provided and Eproson Park would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

Access to improved park, open space and recreational areas

Since the parcels in the Assessment District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved park, open space and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Assessment District.

Improved Views

The District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when property is accessed. Therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District.

Benefit Finding

In summary, real property located within the boundaries of the Assessment District distinctly and directly benefits from closer proximity, access and views of the Improvements funded by the Assessments. The Improvements are specifically designed to serve local properties in the Assessment District, not other properties or the public at large. The public at large and other properties outside the Assessment District receive only limited benefits from the Improvements because they do not have proximity, good access or views of the Improvements. These are special benefits to property in the Assessment District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

Criteria and Policies

This sub-section describes the criteria that shall govern the expenditure of assessment funds and ensure equal levels of benefit for properties of similar type. The criteria established in this Report, as finally confirmed, cannot be substantially modified; however, the Board may adopt additional criteria to further clarify certain criteria or policies established in this Report or establish additional criteria or policies that do not conflict with this Report.

Assessment Funds Must Be Expended Within the Assessment District

The net available assessment funds, after incidental, administrative, financing and other costs, shall be expended exclusively for Improvements within the boundaries of the Assessment District.

Citizen's Oversight Committee

A Citizens' Oversight Committee (the "Citizens' Oversight Committee") will be established for the Assessment District. The Citizens' Oversight Committee shall review potential projects that may be funded by the assessments and shall make recommendations on the expenditure of assessment funds. Members of the Citizen's Oversight Committee will be nominated by Twain Harte homeowners and/or other recognized organized citizen's groups and appointed by the Twain Harte Community Services District Board. All members of the Citizens' Oversight Committee shall own property within Twain Harte Community Services District and shall not have conflicts of interest with the Assessment District or the Improvements and Services funded by the Assessments.

Matching Funds

Matching funds and contributions from other sources are required, thereby maximizing the special benefits from the Assessment District and offsetting any general benefits from the Improvements funded by the Assessments. The District will continue its annual fundraising drives, seek grant funding and special donations towards projects.

General versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to real property outside of improvement district	+	Benefit to real property inside of improvement district	+	Benefit to public at large
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, properties in the Assessment District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Assessment District or the public at large.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Calculating General Benefit

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

Benefit to Property Outside the Assessment District

Properties within the Assessment District receive almost all of the special benefits from the Improvements because properties in the Assessment District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the Assessment District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the Assessment District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

The properties outside the Assessment District and within the proximity/access radii for park and recreation facilities in the Assessment District may receive benefits from the Improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are over twice the average distance from the Improvements compared to properties in the Assessment District. The general benefit to property outside of the Assessment District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

Assumptions:

450 parcels outside the district but with good proximity/access of the Improvements within the Assessment District

1,863 parcels in the Assessment District

50% relative benefit compared to property within the Assessment District

Calculation

General benefit to property outside the Assessment District = $450/2,313 * .5 = 9.7\%$

Although it can reasonably be argued that Improvements inside, but near the District boundaries are offset by similar park and recreational improvements provided outside, but near the District's boundaries, we use the more conservative approach of finding that 9.7% of the Improvements may be of general benefit to property outside the Assessment District.

Benefit to Property *Inside* the District that is *Indirect and Derivative and to the Public at Large*

The "indirect and derivative" benefit to property within the Assessment District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Assessment District is special, because the Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the Assessment District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district”. A measure of the general benefits to property within the Assessment area and/or to the public at large is the percentage of land area within the Assessment District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide general benefits. Approximately 5.8% of the land area in the Improvement District is used for such regional purposes, so this is a measure of the general benefits to property within the Improvement District and/or to the public at large.

The general benefit to the public at large can also be estimated by the proportionate amount of time that the District’s park and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District². Research conducted by SCI Consulting Group of the park use in similar communities in California has found that between 5% and 10% of park and recreational facility usage in similar rural communities is by those who do not live, work or shop within the jurisdiction’s boundaries. For this Report, we shall use the average of 7.5%. When people outside the Assessment District use the park and recreation facilities, they diminish the availability of the park for people within the Assessment District. Therefore, another 5% of general benefits are allocated for people within the Assessment District.

Combining these measures of general benefits, we find that 18.3% of the benefits from the Improvements may be general benefits to the public at large and property in the Assessment District.

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 30% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

<p>GENERAL BENEFIT =</p> <p>9.7% (Outside the district)</p> <p>+ 18.3% (Inside the district - indirect and derivative and Public at Large)</p> <p>= 28% (Total General Benefit)</p>
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² . When District facilities are used by those individuals, the facilities are not providing benefit to property within the District. Use under these circumstances is a measure of general benefit. For example, a non-resident who is drawn to utilize the District facilities and shops at local businesses while in the area would provide special benefit to business properties as a result of his or her use of the Improvements. Conversely, one who uses District facilities but does not reside, work, shop or own property within the District boundaries does not provide special benefits to any property and is considered to be a measure of the general benefits.

Although this analysis finds that 28% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 36%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The proposed Assessment District's total budget for installation, maintenance and servicing of the Improvements is \$1,577,393. Of this total budget amount, the District and other partner agencies and contributors will contribute \$1,456,496 from sources other than the assessments. This contribution equates to approximately 92% of the total budget for installation, maintenance and servicing and constitutes more than the 36% calculated above for general benefits.

Zones of Benefit

The Assessment District is coterminous with the District boundaries. Eproson Park is centrally located so all parcels in the Assessment District are within close proximity to the Improvements. It therefore is appropriate to provide a District-wide Assessment District because all parcels benefit similarly.

In SVTA v. SCCOSA, the court noted that a local agency-wide assessment district is appropriate under the right conditions: "Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values)." The court therefore acknowledged the appropriateness of a District-wide assessment so long as each parcel receives a direct advantage from the assessment-funded improvement or service. As demonstrated in this engineer's report, in light of the small District size and the central location of the Improvements in the District, each parcel in the Assessment District receives a direct advantage and special benefit from the Improvements.

Method of Assessment

As previously discussed, the assessments provide specific Improvements that confer direct and tangible special benefits to properties in the District. These benefits can partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.

It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.³

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a “benchmark” property, a single family detached dwelling on one parcel (one “Single Family Equivalent Benefit Unit” or “SFE”). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer’s Report, all properties are designated a SFE value, which is each property’s relative benefit in relation to a single family home on one parcel.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for residential improved property was considered but was determined to be inappropriate because commercial, industrial and other property also receive direct benefits from the Improvements.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

³ For example, in *Federal Construction Co. v. Ensign* (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: “Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city’s sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense.”

Finally, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the District's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential and its proximity to park and recreational facilities. This method is further described below.

Residential Properties

Residential properties in the District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Detached or attached houses, zero-lot line houses and town homes are included in this category of single family residential property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home and the relative size of each type of residential dwelling unit. The population density factors for District, as depicted below, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area of the District from the 2000 Census and dividing it by the total number of such households, finds that approximately 2.50 persons occupy each single family residence, whereas an average of 2.33 persons occupy each condominium, 2.29 people per dwelling unit in a multi-family unit, and 2.06 persons per mobile home. These averages, shown in the table below, result in population density equivalent factors for each. Next the relative building areas are factored into the analysis because special benefits are related average size of a property, in addition to average population densities. For example, this calculation results in an SFE factor of 0.85 per dwelling unit for condominiums. As shown in Table 2 on the following page, a similar calculation is used for the SFE Rates for other the residential property types.

Table 2 – Residential Population Factors

	Total Population	Occupied Households	Persons per Household	Pop. Density Equivalent	SqFt Factor	SFE Rate
Single Family Residential	14,428	5,777	2.50	1.00	1.00	1.000
Condominium	543	233	2.33	0.93	0.92	0.8500
Multi-Family Residential	934	412	2.29	0.92	0.71	0.6500
Mobile Homes	1,737	844	2.06	0.82	0.50	0.4100

Source: 2000 Census, Tuolumne County Assessor

Commercial/Industrial Properties

Commercial and industrial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a measure of benefits, since employee density also provides a measure of the relative benefit to property. Since commercial and industrial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single family home with 1.0 SFE factor in the District is 0.40 acres. Therefore, a commercial property with 0.40 acres receives one-half the relative benefit of a single family home, or a 0.50 SFE factor.

The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the "SANDAG Study") because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in Table 2, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per .40 acres for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

⁴Table 3 - Commercial/Industrial Density and Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre ¹	SFE Units per Fraction Acre ²	SFE Units per Acre After 5
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Industrial	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	0.021
Golf Course	3	0.063	0.063

Notes:

¹ Source: San Diego Association of Governments Traffic Generators Study

² The SFE factors for commercial and industrial parcels are applied by 0.40 acre of commercial / industrial use land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

Vacant/Undeveloped Properties

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of Improvements on the property. A measure of the benefits accruing to the underlying land value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the County of Tuolumne found that approximately 30% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 30% of the benefits are related to the underlying land and 70% are related to the Improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.30 per parcel.

⁴. Benefits to commercial and industrial properties are deemed to be related to the area of parcels that are used for such purposes. In the event that a business/industrial parcel includes undeveloped land area that is clearly not related to the business/industrial use of the parcel, such unused land area shall not be included in the SFE benefit unit calculation.

Other Properties

Article XIID, Section 4 of the California Constitution states that publicly owned properties shall not be exempt from assessment unless there is clear and convincing evidence that those properties receive no special benefit.

All public properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels that cannot be developed into other improved uses offer similar public resource and open space benefits and/or typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

Open space parcels, watershed parcels, parks, properties used for educational purposes, greenbelt lands without improvements and common areas typically offer open space and recreational areas on the property that serve to offset the benefits from the Assessment District. Therefore, these parcels receive minimal benefit and are assessed an SFE factor of 0. If such parcels are converted to residential or commercial use they shall be classified to such new use category and shall be assessed as previously described in this Report.

Other publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Appeals of Assessments Levied to Property

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the General Manager of the Twain Harte Community Services District or his or her designee. Any such appeal is limited to correction of an assessment during the then current fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or his or her designee shall be referred to the Board and the decision of the Board shall be final.

Assessment

WHEREAS, this Engineer's Report (the "Report") has been prepared pursuant to the provisions of the Landscaping and Lighting Act of 1972 (the "Act") and Article XIID of the California Constitution;

WHEREAS, the undersigned Engineer of Work has prepared and filed a report presenting an estimate of costs, a diagram for the assessment district and an assessment of the estimated costs of the Improvements upon all assessable parcels within the assessment district;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution and the order of the Board of the Twain Harte Community Services District, hereby make the following assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for the Improvements and the expenses incidental thereto, to be paid by the Assessment District for the fiscal year 2022-23 is generally as follows:

Summary Cost Estimates

	FY 2022-23 Budget
Services Costs	\$84,277
Administrative Cost Allocation	\$71,716
Capital Expenses/Outlay	\$1,417,400
Incidental Expenses	\$4,000
TOTAL BUDGET	<u>\$1,577,393</u>
Less: District Contribution	(\$1,424,885)
Transfer To/(From) Reserve	(\$31,611)
NET AMOUNT TO ASSESSMENTS	<u><u>\$120,897</u></u>

As required by the Act, an Assessment Diagram showing the exterior boundaries of the Assessment District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2020 to December 2021 was 4.24% and the Unused CPI carried forward from the previous fiscal year is 0.58%. Therefore, the maximum authorized assessment rate for fiscal year 2022-23 is increased by 3% which equates to \$74.72 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2022-23 at the rate of \$74.72, which is equal to the maximum authorized assessment rate.

The assessment is made upon the parcels or lots of land within the Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Tuolumne for the fiscal year 2022-23. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2022-23 for each parcel or lot of land within the Assessment District.

Dated: May 2, 2022

Engineer of Work

By _____
John W. Bliss, License No. C52091

Exhibit A - Assessment Diagram

The Assessment District includes all properties within the boundaries of Twain Harte Community Services District, as defined by County Tax Rate Areas. The boundaries of the Assessment District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of the County of Tuolumne, for fiscal year 2022-23, and are incorporated herein by reference, and made a part of this Diagram and this Report.

DRAFT

FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT COUNTY OF TUOLUMNE, CALIFORNIA, THIS ____ DAY OF _____, 2022.

SECRETARY OF THE BOARD

RECORDED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS ____ DAY OF _____, 2022.

SECRETARY OF THE BOARD

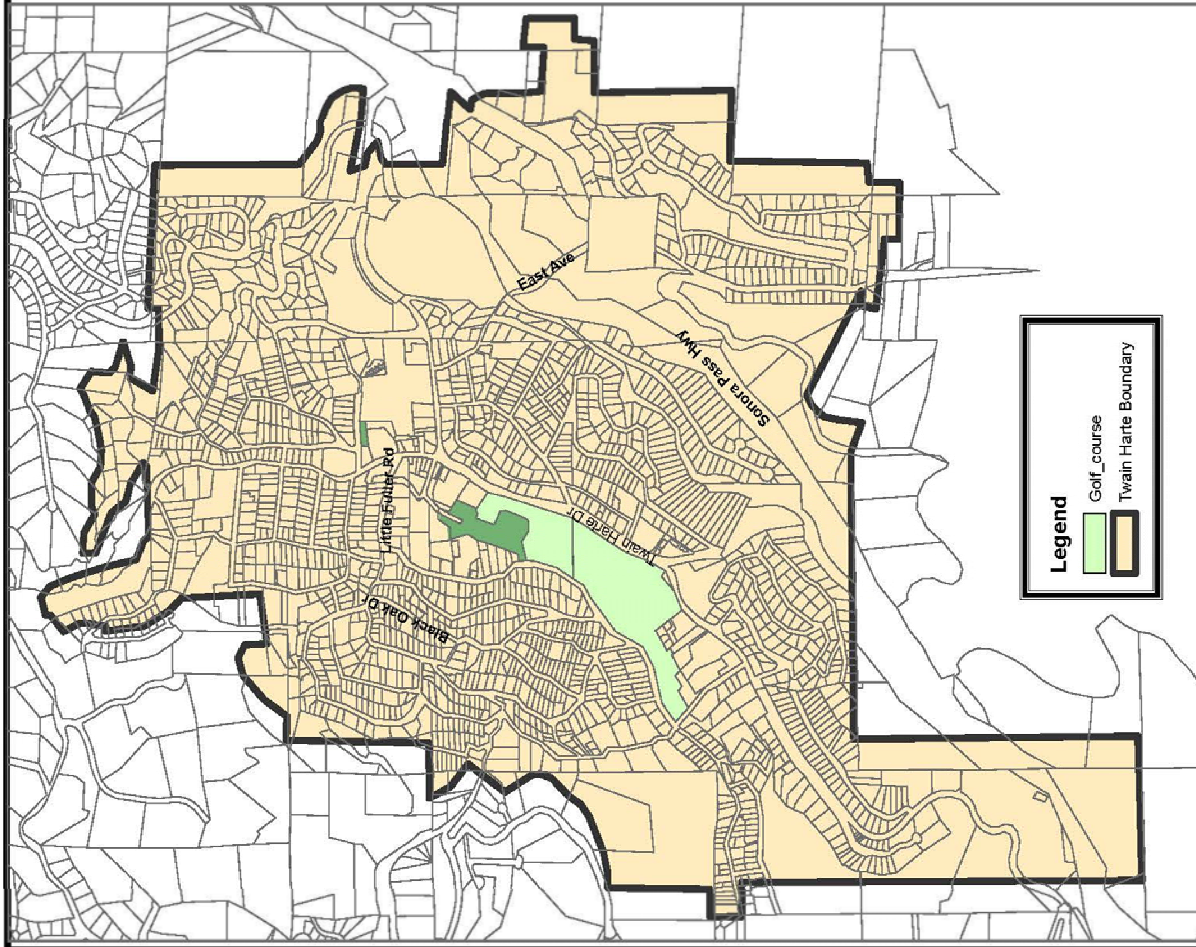
AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE ____ DAY OF _____, 2022 FOR THE FISCAL YEAR 2022-23 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE ON THE ____ DAY OF _____, 2022. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

SECRETARY OF THE BOARD

FILED THIS ____ DAY OF _____ O'CLOCK ____ M. IN THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT.

COUNTY AUDITOR, COUNTY OF TUOLUMNE

Note: REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF TUOLUMNE FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.



Legend

- Golf Course
- Twain Harte Boundary

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
PARK AND RECREATION ASSESSMENT DISTRICT
ASSESSMENT DIAGRAM**

SCI Consulting Group
2745 Mariposa Blvd
Fairfield, CA 94534



Exhibit B - Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Assessment District and the amount of the assessment) will be filed with the Secretary of the Board and is, by reference, made part of this Report and is available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

DRAFT

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 22-16**

**INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2022-23,
APPROVAL OF PRELIMINARILY ENGINEER'S REPORT AND NOTICE OF HEARING
FOR THE FIRE AND RESCUE ASSESSMENT DISTRICT**

WHEREAS, on April 16, 2002, by its Resolution No. 02-13, after receiving a weighted majority of 90% of ballots in support of the proposed assessment, the Twain Harte Community Services District ("District") Board of Directors ("Board") ordered the formation of and levied the first assessment of the Twain Harte Community Services District Fire Suppression District within the District pursuant to the provisions of Article XIID of the California Constitution, and Government Code Sections 50078 et. Seq.; and

WHEREAS, the first Engineer's Report for Fiscal Year 2002-03 described how the assessment district would be established, determined the uses of the assessment funds, established the methodology by which the assessments would be applied to properties in the District, established that the assessment is subject to an annual adjustment tied to the annual change in the Consumer Price Index for the San Francisco Bay Area, and stated that the assessment would continue year-to-year until terminated by the District Board; and

WHEREAS, although the methodology by which the assessments are applied to properties in the District does not change from year to year, a new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations; and

WHEREAS, SCI Consulting Group has filed with the District Board Secretary, a Preliminary Engineer's Report which contains: (a) a calculation of the portion of the services to be provided by the Assessment District that constitute a special benefit to the parcels in the District; (b) a methodology for assigning fire suppression assessments to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the fire suppression assessment including public parcels; (d) the amount of the proposed assessment for each lot or parcel for the 2022-23 Fiscal Year; and (e) an assessment diagram depicting the boundary of the Assessment District.

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

1. the Preliminary Engineer's Report is hereby received and filed; and
2. It is the intention of the Board to continue and to collect assessments within the District for Fiscal Year 2022-23.

3. The authorized maximum assessment rate for the District includes an annual adjustment by an amount equal to the annual change in the San Francisco Bay Area Consumer Price Index, not to exceed 3% per year. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%. The annual Bay Area CPI change as of December 2021 is 4.24%, and the Unused CPI carried forward from the previous fiscal year is 0.58%. Therefore, the maximum authorized increase that may be levied in fiscal year 2022-23 is 3.00%.
4. the estimated fiscal year 2022-23 cost of providing the Services is \$160,992. This cost results in a proposed assessment rate of NINETY-SIX DOLLARS AND ZERO CENTS (\$96.00) per single-family equivalent benefit unit for fiscal year 2022-23. Therefore, the assessment rate proposed to be continued for fiscal year 2022-23 is \$96.00, which is the same as the maximum authorized rate. The maximum authorized assessment rate for 2022-23 is \$96.00 per single family equivalent benefit unit.
5. A Public Hearing regarding the continuation of the Assessment District shall be held on June 8, 2022, at 9:00 a.m. or as soon after as practical, at the Twain Harte Community Services District offices located at 22912 Vantage Pointe Drive, Twain Harte, California, 95383. The Board Secretary is hereby authorized and directed to cause a notice of the hearing to be given by publishing a notice once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the District

PASSED AND ADOPTED by the Board of Directors of Twain Harte Community Services District at their Regular Meeting on May 11, 2022, by the following:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary

FY 2022-23

ENGINEER'S REPORT

Twain Harte Community Services District

Fire Rescue Assessment District

June 2022

Draft Report

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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Twain Harte Community Services District

Board of Directors

Gary Sipperley, President
Eileen Mannix, Vice President
Charlotte Bohlman, Director
Kathryn deGroot, Director
Richard Knudson, Director

General Manager

Tom Trott

Fire Chief

Neil Gamez

Secretary of the Board

Kim Silva

Assessment Engineer

SCI Consulting Group

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Introduction

The Twain Harte Community Services District ("District") currently provides fire suppression services for approximately 1,756 properties within its boundaries.

This Engineer's Report (the "Report") was prepared to:

- Describe the fire suppression, safety and emergency response services and equipment that would be funded by the assessments (the "Services")
- Establish a budget for the Services that would be funded by the proposed 2022-23 assessments
- Determine the benefits received from the Services by property within the Twain Harte Community Services District Fire and Rescue Assessment (the "Assessment District") and
- Determine and assign a method of assessment apportionment to lots and parcels within the Assessment District.

This Report and the proposed assessments have been made pursuant to the California Government Code Section 50078 et seq. (the "Code") and Article XIID of the California Constitution (the "Article").

The Assessment District is narrowly drawn to include only properties that will benefit from the additional fire protection services that are provided by the assessment funds. The Assessment Diagram included in this report shows the boundaries of the Assessment District.

Legal Analysis

Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Assessment District

This Engineer’s Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from improved protection from fire damage, increased safety of property and other special benefits and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated

Dahms v. Downtown Pomona Property

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010, the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer’s Report is consistent with the requirements of Article XIII C and XIII D of the California Constitution and with the *SVTA* decision because the Services to be funded are clearly defined; the Services are available to and will be directly provided to all benefiting property in the Assessment District; and the Services provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer’s Report is consistent with *Dahms* because, similar to the Downtown Pomona assessment validated in *Dahms*, the Services will be directly provided to property in the Assessment District. Moreover, while *Dahms* could be used as the basis for a finding of 0% general benefits, this Engineer’s Report establishes a more conservative measure of general benefits.

The Engineer’s Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Services and proportional special benefit to each property. Finally, the Assessments are consistent with *Beutz* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments.

Assessment Process

In 2002, to address the District's shortfall in fire suppression services funding and the need for improved fire protection and suppression services, the Board proposed an assessment for the Assessment District. In October 2001, the Board conducted an assessment ballot proceeding pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Government Code Section 50078 et. seq. During this ballot proceeding, property owners in the Assessment District were provided with a notice and ballot for the proposed fire assessment ("the Twain Harte Fire and Rescue Assessment District"). A 45-day period was provided for balloting and a public hearing was conducted March 19, 2002. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). In fact, the final balloting result was 90% support for the "Assessment District").

As a result, the Board gained the authority to approve the levy of the assessments for fiscal year 2002-03 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the assessment levies equal to the annual change in the Consumer Price Index for the San Francisco Bay Area, not to exceed 3%.

In each subsequent year for which the assessments will continue to be levied, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments.

This Engineer's Report ("Report") was prepared to establish the budget for the services that would be funded by the proposed 2022-23 assessments, determine the benefits received from the fire suppression services by property within the District and the method of assessment apportionment to lots and parcels within the District. This Report and the proposed assessments have been made pursuant to the California Government Code Section 50078 et. seq. (the "Code") and Article XIID of the California Constitution (the "Article").

If the Board approves this Engineer's Report and the proposed assessments by resolution, a notice of assessment levies must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 8, 2022. At this hearing, the Board will consider approval of a resolution confirming the assessments for fiscal year 2022-23. If so confirmed and approved, the assessments will be submitted to the County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2022-23.

DRAFT

Description of Services

Following is a description of the Services that are provided for the direct benefit of property in the Assessment District. With the passage of this assessment, the fire protection and fire suppression services within the Assessment District were enhanced significantly and such Services are all over and above what otherwise would be provided. The formula below describes the relationship between the final level of services, the baseline level of service had the assessment not been instituted, and the enhanced level of services funded by the assessment.

Final Level of Improvements	=	Baseline Level of Improvements	+	Enhanced Level of Improvements
------------------------------------	----------	---------------------------------------	----------	---------------------------------------

The budget to be financed from the Assessment District levies is based on the needs of the Twain Harte Community Services District as well as the results of an independent survey conducted for the District, which indicated the community's priorities for various Services. The Assessment District is responsible for obtaining, furnishing, operating, and maintaining fire suppression equipment or apparatus and for the purpose of paying the salaries and benefits of firefighting personnel who provide fire suppression services to parcels, improvements or property in the Assessment District, or both, whether or not fire suppression services are actually used by or upon a parcel, improvement, or property. Other services include, but are not limited to, fire prevention and fire education.

In addition to the definitions provided by the Code, the Services to be funded by the Assessment District are generally described as follows: obtaining, furnishing, operating, and maintaining fire suppression, protection and emergency services equipment and apparatus; payment of salaries, benefits and other compensation to fire fighting and fire prevention personnel; training and administration of volunteer personnel performing fire suppression, protection and emergency services; hazardous material response; disaster preparedness; community fire prevention education and fire inspection.

The Assessment District will also contribute to cover the general costs of administering the District, its facilities and operations, as well as the salaries and benefits of firefighting personnel who provide fire suppression, protection and emergency services to parcels, improvements or property in the Assessment District.

Cost and Budget

Budget for Fiscal Year 2022-23

The following budget lists the elements proposed to be funded by the Assessment District in Fiscal Year 2022-23.

Figure 1 – Estimate of Cost

Twain Harte Community Services District Fire and Rescue Assessment District Estimate of Cost Fiscal Year 2022-23			<i>Total Budget</i>
Beginning Fund Balance			\$0
Fire and Rescue Expenses Services Expenditures			
Services Costs			\$1,095,271
Salaries and Employee Benefits	\$849,670		
Maintenance and Repairs	\$108,700		
Materials and Supplies	\$10,200		
Outside Services	\$27,750		
Utilities, Prop/Liab Ins, TUD, etc.	\$98,950		
Debt Service	\$0		
Administrative Cost Allocation			\$129,089
Capital Expenses/Outlay			\$663,500
Total Service, Administrative and Capital Expenditures			\$1,885,860
Additional Expenditures			
Allowance for Uncollectable Assessments			\$0
County Collection, Levy Administration, and Other Incidentals			\$4,000
Total Additional Expenditures			\$4,000
Total Service, Administrative, Capital and Additional Expenditures			\$1,889,860
Total Benefit of Services and Related Expenses			\$1,889,860
SFE Units			1677.00
Benefit received per Single Family Equivalent Unit			\$1,126.93
Less:			
District Contribution for General Benefits			(\$171,977)
District Contribution toward Special Benefits			(\$1,216,615)
Transfers to (from) reserves			(\$340,276)
Total Revenue from Other Sources			(\$1,728,868)
Net Cost of Fire and Rescue Costs			\$160,992
Total Fire and Rescue Assessment District Budget (Net Amount to be Assessed)			\$160,992
Budget Allocation to Property			
	Total SFE Units	Assessment per SFE	Total Assessment
	1,677.00	\$96.00	\$160,992

Method of Apportionment

Method of Apportionment

This section of the Engineer's Report includes an explanation of the benefits to be derived from providing the Services throughout the Assessment District, and the methodology used to apportion the total assessment to properties within the Assessment District.

The Assessment District consists of all Assessor Parcels within the boundaries of the Twain Harte Community Services District as defined by the County of Tuolumne, and the attached assessment diagram. The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Assessment District over and above general benefits conferred on real property or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of all benefit factors derived from the Improvements
1. Calculation of the proportion of these benefits that are general
2. Determination of the relative special benefit within different areas within the Assessment District
3. Determination of the relative special benefit per property type
4. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

Discussion of Benefit

California Government Code Section 50078 et. seq. allows agencies which provide fire suppression services, such as Twain Harte Community Services District of Tuolumne County to levy assessments for fire suppression services. Section 50078 states the following:

“Any local agency which provides fire suppression services directly or by contract with the state or a local agency may, by ordinance or by resolution adopted after notice and hearing, determine and levy an assessment for fire suppression services pursuant to this article.”

In addition, California Government Code Section 50078.1 defines the term “fire suppression” as follows:

“(c) “Fire suppression” includes firefighting and fire prevention, including, but not limited to, vegetation removal or management undertaken, in whole or in part, for the reduction of a fire hazard.”

Therefore, the Services to be provided by the Assessment District fall within the scope of services that may be funded by assessments under the Code

The assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the District's services or a property owner's specific demographic status. With reference to the requirements for assessments, Section 50078.5 of the Government Code states:

"(b) The benefit assessment shall be levied on a parcel, class of improvement to property, or use of property basis, or a combination thereof, within the boundaries of the local agency, zone, or area of benefit."

"The assessment may be levied against any parcel, improvement, or use of property to which such services may be made available whether or not the service is actually used."

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The following section describes how and why the Services specially benefit properties. This benefit is particular and distinct from its effect on property in general or the public at large.

Benefit Factors

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the Services that will be provided to property in the Assessment District. These benefit factors must confer a direct advantage to the assessed properties; otherwise they would be general benefit.

The following benefit categories have been established that represent the types of special benefit to residential, commercial, industrial, institutional and other lots and parcels resulting from the fire suppression services to the District with the assessment proceeds. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies, which describe the types of special benefit received by property from fire suppression services such as those provided by the District. These types of special benefit are summarized as follows:

Increased safety and protection of health for real property assets for all property owners within the District

The Assessments will fund improved emergency, educational and prevention services, and thereby can reduce significantly the risk of property damage associated with fires. Clearly, fire mitigation helps to protect and specifically benefits both improved properties and vacant properties in the Assessment District.

*"Fire is the largest single cause of property loss in the United States. In the last decade, fires have caused direct losses of more than \$120 billion and countless billions more in related costs."*ⁱⁱ

*"Over 140,000 wildfires occurred on average each year, burning a total of almost 14.5 million acres. And since 1990, over 900 homes have been destroyed each year by wildfires."*ⁱⁱⁱ

*"A reasonably disaster-resistant America will not be achieved until there is greater acknowledgment of the importance of the fire service and a willingness at all levels of government to adequately fund the needs and responsibilities of the fire service."*ⁱⁱⁱ

"The strategies and techniques to address fire risks in structures are known. When implemented, these means have proven effective in the reduction of losses."^{iv}

"Statistical data on insurance losses bears out the relationship between excellent fire protection...and low fire losses."^v

Protection of views, scenery and other resource values for property in the District

The Assessment District will provide funding for improved fire protection and suppression services to protect public and private resources in the Assessment District. This benefits even those properties that are not directly damaged by fire by maintaining and improving the aesthetics and attractiveness of public and private resources in the community, as well as ensuring that such resources remain safe and well maintained.

"Smoke affects people...for example, in producing haze that degrades the visual quality of a sunny day...The other visual quality effect is that of the fire on the landscape. To many people, burned landscapes are not attractive and detract from the aesthetic values of an area."^{vi}

"A visually preferred landscape can be the natural outcome of fuels treatments."^{vii}

Enhanced access to properties in the Assessment District, and utility and desirability of such properties

The Assessments will fund improved fire suppression services in the District. In addition to preventing damage to property from fires, the assessments will also protect access to property, because fires can impede or prevent access to property. In addition, the Services will enhance the utility and desirability of the properties in the Assessment District. This is a benefit to residential, commercial, industrial and other properties.

"A Community committed to saving lives and property needs trained firefighters, proper equipment, and adequate supplies of water. Insurance companies consider it good public policy and good business to promote and encourage the efforts of individual communities to improve their fire-protection services." viii

State Responsibility Area

The boundaries of the Twain Harte Fire and Rescue Assessment District fall within a State Responsibility Area (SRA). The Twain Harte Fire and Rescue Division responds to all calls within the District regardless of a parcels inclusion in a SRA. Government Code Section 50078.2 (b) states:

"A benefit assessment shall not be levied for wildland or watershed fire suppression on land located in a state responsibility area as defined in Section 4102 of the Public Resources Code."

Therefore, the assessments are not being levied for wildland or watershed fire protection. Those parcels within the State Responsibility Area zoned for development, which receive a special benefit from the services will be assessed according to the use of the parcel, while parcels designated as "wildland or watershed" will not be assessed.

Summary of Benefits

In summary, real property located within the boundaries of the Assessment District distinctly and directly benefits from increased safety and protection of real property, increased protection of scenery and views, and enhanced access and utility of properties in the Assessment District. These are special benefits to property in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

General versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the 2002 baseline level of service, had the assessment not been approved by the community. The assessment will fund Services “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to real property outside of improvement district	+	Benefit to real property inside of improvement district	+	Benefit to public at large
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, the improved Services are available when needed to all properties in the Assessment District, so the overwhelming proportion of the benefits conferred to property is special, and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) Arguably, all of the Services being funded by the assessment would be a special benefit because the Services would particularly and distinctly benefit the properties in the Assessment District over and above the baseline benefits.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

Calculating General Benefit

This section provides a measure of the general benefits from the assessments

Benefit to Property Outside the Assessment District

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services will be provided solely in the Assessment District boundaries. (It should be noted that this Services may, at times, be used outside the District boundaries. However, this use is part of a mutual aid agreement and should be exactly offset by use of Services from other agencies within the District boundaries.) Properties proximate to, but outside of, the proposed boundaries of the Assessment District receive some benefit from the proposed Services due to some degree of indirectly reduced fire risk to their property. These parcels that are proximate to the boundaries of the Assessment District are estimated to receive less than 50% of the benefits relative to parcels within the Assessment District because they do not directly receive the improved fire protection resulting from the Services funded by the Assessments.

At the time the Assessment District was formed, there were approximately 130 of these “proximate” properties.

CRITERIA:

130 parcels outside the district but proximate to the District Boundaries
 1,863 parcels in the Assessment District
 50% relative benefit compared to property within the Assessment district

CALCULATION:

General benefit to property outside the Assessment District =
 $130/1,993 * .5 = 3.3\%$

Although it can reasonably be argued that properties protected inside, but near the Assessment District boundaries are offset by similar fire protection provided outside, but near the Assessment District’s boundaries, we use the more conservative approach of finding that 3.3% of the Services may be of general benefit to property outside the Assessment District.

Benefit to Property *Inside* the District that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Assessment District is special, because the Services are clearly “over and above” and “particular and distinct” when compared with the 2002 baseline level of Services, had the assessment district not passed.

In determining the proposed Assessment District area, the District has been careful to limit it to an area of parcels that will directly receive the benefit of the improved Services. All parcels will directly benefit from the use of the improved Services throughout the Assessment District in order to maintain the same improved level of fire suppression and protection throughout the area. Fire protection and suppression will be provided as needed throughout the area. The shared special benefit - reduced severity and number of fires - will be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District will directly benefit from the ability to request service from the District and to have a District firefighter promptly respond directly to the parcel and address the owner's or resident's service need.

The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment District is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. We therefore conclude that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Assessment District.

Benefit To The Public At Large

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there may be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District and they may benefit from the services without contributing to the assessment. Although the protection of this critical infrastructure is certainly a benefit to all the property within the district, it is arguably "indirect and derivative" and possibly benefits people rather than property. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 5.8% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 5.8% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District.

Summary of General Benefits

Using a sum of the measures of general benefit for the public at large and land outside the Assessment Area, we find that approximately 9.3% of the benefits conferred by the Fire and Rescue Assessment may be general in nature and should be funded by sources other than the assessment.

<p>General Benefit =</p> <p>3.3 % (Outside the district)</p> <p>+ 0.0 % (Inside the district - indirect and derivative)</p> <p>+ 5.8 % (Public at Large)</p> <p>= 9.1 % (Total General Benefit)</p>

The Assessment District's total budget for 2022-23 is \$1,889,860. Of this total budget amount, the District will contribute approximately \$1,728,868 or almost 91% of the total budget from sources other than this assessment. This contribution constitutes significantly more than 9.1% percent general benefits measured by the Assessment Engineer.

Benefit Finding

As noted, the assessment funds will be used to improve fire protection and suppression services throughout the Assessment District. This Engineer's Report finds that the Services are a significant, tangible benefit that should reasonably and rationally confer more special benefit to properties in the Assessment District than the assessment cost of \$87.86 per benefit unit.

Zones of Benefit

As noted, the assessments will fund improved fire suppression and protection services relatively uniformly throughout the Assessment District and the Assessment District boundaries have been narrowly drawn to only include the parcels that directly receive the Services. It therefore is appropriate to provide a District-wide Assessment District without zones of benefit because all parcels of similar type and features benefit similarly.

In *SVTA v. SCCOSA*, the court noted that a local agency-wide assessment district is appropriate under the right conditions: “Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).” The court therefore acknowledged the appropriateness of a District-wide assessment so long as each parcel receives a direct advantage from the assessment-funded improvement or service. As demonstrated in this engineer’s report, each parcel in the Assessment District receives a direct advantage and special benefit from the Services.

Assessment Apportionment

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment exclusively for residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive benefits from the assessments.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from fire suppression services. This benefit ultimately flows to the property. Larger parcels, therefore, receive an increased benefit from the assessments.

As stated previously, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner’s use of the improvements, or a specific property owner’s occupancy of property or the property owner’s demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above, use the community’s services, and control property values by placing a value on the special benefits to be provided by the services.¹ In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is an indicator of the relative level of benefit received by a property.

The Assessment Engineer determined that the appropriate method of assessment should be based on the type of property, the relative size of the property, and the potential use of property by residents and employees. This method is further described below.

Method of Assessment

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Benefit Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single-family home on one parcel.

The relative benefit to properties from fire related services is:

Residential Properties

All improved residential properties that represent a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Detached or attached houses, zero-lot line houses and townhomes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property. The relative benefit for multi-family properties with two units receives twice the benefit of a single family home, and would receive 2 Single family equivalents (2 SFE). Likewise, each condominium unit receives 1.00 SFE and each mobile home receives 1.00 SFE. Single-family residences and mobile homes on parcels greater than one acre receive greater benefit from the services than do such properties on parcels equal to or less than one acre. Therefore, the benefits are deemed to be 1.00 SFE for the first acre and 0.10 SFE per each additional acre over 1 acre.

The single-family equivalency factor of 1.00 per dwelling unit for multifamily residential properties applies to such properties with 5 or fewer units. Moreover, the Engineer's experience with property owners of larger multifamily units has consistently found these owners place a lower level of benefit per dwelling unit to their property from the services relative to owners of single-family residences. Therefore, the benefits for multi-family properties are deemed to reach a maximum benefit of 5.0 SFE.

Commercial/Industrial Properties

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single-family home in the area is 2.53. Since the average lot size for a single-family home in the Assessment district is approximately 0.50 acres, the average number of residents per acre of residential property is 5.06.

The employee density per acre is generally 4.70 times the population density of single-family residential property per acre (24 employees per acre / 5.06 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 4.7 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 4.7 employees is the basis for allocating commercial/industrial benefit. Figure 2 shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per half acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per half acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

Figure 2 – Commercial/Industrial Density and Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre ¹	SFE Units per 1/2 Acre ²
Commercial	24	1.00
Office	68	2.83
Shopping Center	24	1.00
Industrial	24	1.00
Self Storage or Parking Lot	1	0.04

¹ Source: San Diego Association of Governments Traffic Generators Study.

² The SFE factors for commercial and industrial parcels are applied by the half acre of land area or portion thereof. Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.

Vacant Properties

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the minimal improvements that can be damaged by fire on vacant properties. Using Assessor data, the average value of improvements on developed properties is approximately 70% of the total value, with land value comprising the remaining 30%. Since land has intrinsic value or utility that is unaffected by fire, it is estimated that a fire could reduce land value or utility by approximately 1/3rd. Therefore, the SFE factor for vacant parcels is deemed to be 0.10 SFE per acre (1 SFE * 30% * 33%).

Other Properties

Article XIIID stipulates that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels that cannot be developed into other improved uses, limited access open space parcels, wildland parcels, watershed parcels and common area parcels typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

Other publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Twain Harte Community Services District or her or his designee. Any such appeal is limited to correction of an assessment during the then-current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the District or his or her designee will promptly review the appeal and any information provided by the property owner. If the District or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the District or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the District or her or his designee, shall be referred to the Board of Directors and the decision of the Board shall be final.

Assessment

WHEREAS, the Board of Directors of the Twain Harte Community Services District formed the Fire and Rescue Assessment District and is proceeding with the continuation of assessments under California Government Code sections 50078 et seq. (the “Code”) and Article XIID of the California Constitution (the “Article”);

WHEREAS, the undersigned Engineer of Work has prepared and filed a report presenting an estimate of costs, a diagram for the Assessment District and an assessment of the estimated costs of the Services upon all assessable parcels within the Assessment District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of the District, hereby makes the following assessment to cover the portion of the estimated cost of the improvements, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount to be paid for the improvements and the expense incidental thereto, to be paid by the Assessment District for the fiscal year 2022-23 is generally as follows:

Figure 3 – Summary of Cost Estimate

	FY 2022-23 Budget
Fire and Rescue Expenses	\$1,095,271
Administrative Cost Allocation	\$129,089
Capital Expenses/Outlay	\$663,500
Incidental Expenses	\$4,000
TOTAL BUDGET	\$1,891,860
Less: District Contribution	(\$1,388,592)
Transfer To/(From) Reserve	(\$340,276)
NET AMOUNT TO ASSESSMENTS	\$162,992

As required by the Article, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment district. The distinctive number of each parcel or lot of land in the Assessment district is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the Assessment district, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2020 to December 2021 was 4.24% and the Unused CPI carried forward from the previous fiscal year is 0.58%. Therefore, the maximum authorized assessment rate for fiscal year 2022-23 is increased by 3% which equates to \$96.00 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2022-23 at the rate of \$96.00, which is equal to the maximum authorized assessment rate.

Since property owners in the Assessment District, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the CPI adjustment schedule, the assessment may continue to be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Tuolumne for the fiscal year 2022-23. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2022-23 for each parcel or lot of land within the Assessment District.

Dated: May 2, 2022

Engineer of Work

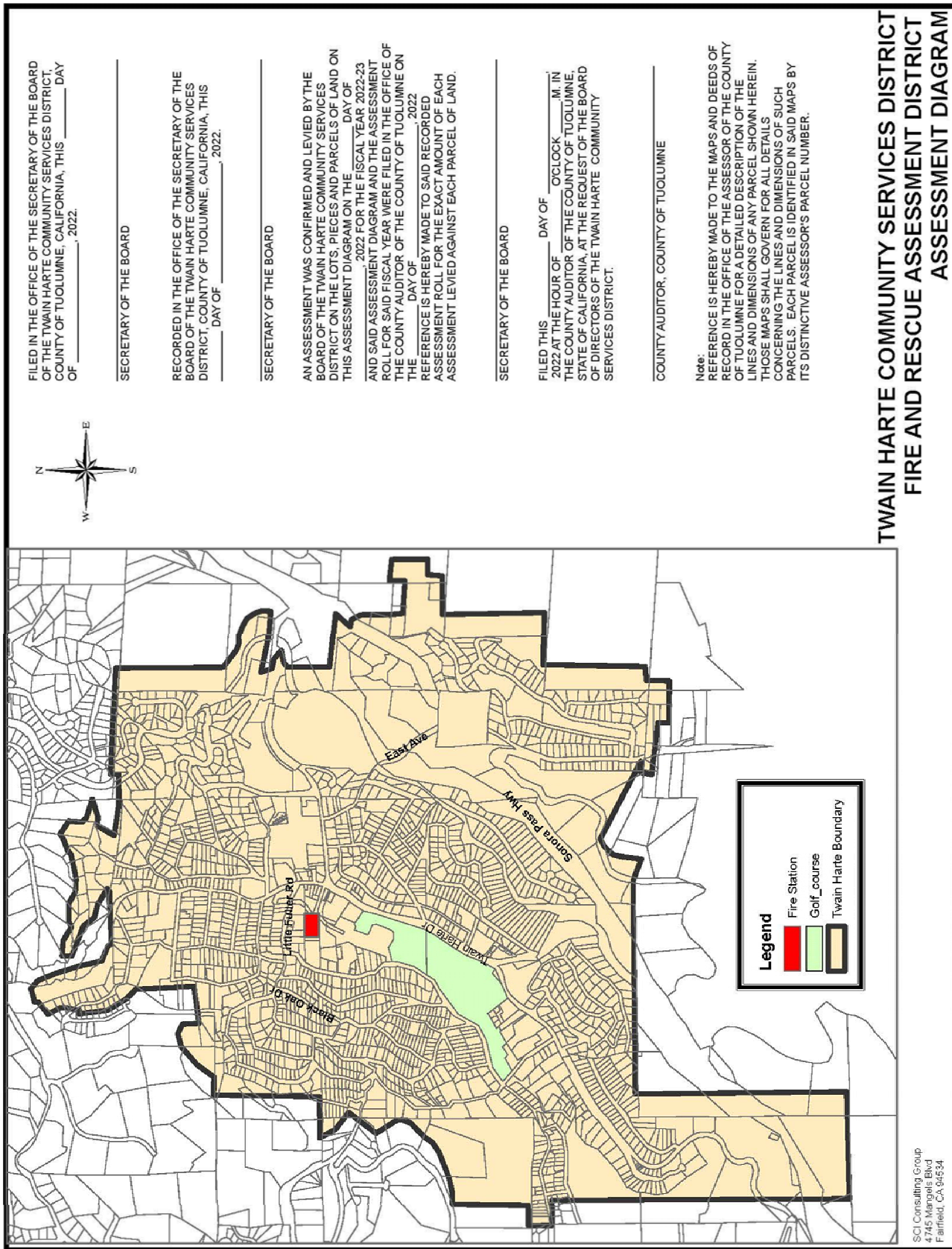
By _____
John Bliss, License No. C52091

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Assessment Diagram

The Assessment District includes all properties within the boundaries of Twain Harte Community Services District. The boundaries of the Assessment District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of the County of Tuolumne, for fiscal year 2022-23, and are incorporated herein by reference, and made a part of this Diagram and this Report.

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**TWAIN HARTE COMMUNITY SERVICES DISTRICT
 FIRE AND RESCUE ASSESSMENT DISTRICT
 ASSESSMENT DIAGRAM**

SCI Consulting Group
 4745 Mampels Blvd
 Fairfield, CA 94534

Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Assessment district and the amount of the assessment) will be filed with the Secretary of the Board and is, by reference, made part of this report and is available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.

ⁱ Insurance Services Offices Inc.

<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

ⁱⁱ Institute for Business & Home Safety, "Protect Your Home Against Wildfire Damage,"

<http://www.ibhs.org/publications/view.asp?id=125>

ⁱⁱⁱ U.S. Fire Administration, Department of Homeland Security, "America Burning, Recommissioned: Principal Findings and Recommendations," p.1,

<http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

^{iv} U.S. Fire Administration, Department of Homeland Security, "America Burning, Recommissioned: Principal Findings and Recommendations," p.2,

<http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

^v Insurance Services Offices Inc., p. 1,

<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

^{vi} Weldon, Leslie A. C., "Dealing with Public Concerns in Restoring Fire to the Forest," General Technical Report INT-GTR-341 The Use of Fire in Forest Restoration, U.S. Forest Service, June 1996, p. 3

^{vii} U.S. Forest Service, Department of Agriculture, "Social Science to Improve Fuels Management: A Synthesis of Research on Aesthetics and Fuels Management," p. 1,

http://ncrs.fs.fed.us/pubs/gtr/gtr_nc261.pdf

^{viii} Insurance Services Offices Inc., p. 1,

<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 22-17**

**INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2022-23,
APPROVAL OF PRELIMINARY ENGINEER'S REPORT AND NOTICE OF HEARING
FOR THE FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES
ASSESSMENT DISTRICT**

WHEREAS, on July 14, 2011, by its Resolution No. 11-18, after receiving a weighted majority of 54.85% of ballots in support of the proposed assessment, the Twain Harte Community Services District ("District") Board of Directors ("Board") ordered the formation of and levied the first assessment of the Twain Harte Community Services District Fire Protection and Emergency Response Assessment District within the District pursuant to the provisions of Article XIID of the California Constitution, and Government Code Sections 50078 et. Seq.; and

WHEREAS, the first Engineer's Report for Fiscal Year 2011-12 described how the assessment district would be established, determined the uses of the assessment funds, established the methodology by which the assessments would be applied to properties in the District, established that the assessment is subject to an annual adjustment tied to the annual change in the Consumer Price Index for the San Francisco Bay Area, and stated that the assessment would continue year-to-year until terminated by the District Board; and

WHEREAS, although the methodology by which the assessments are applied to properties in the District does not change from year to year, a new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations; and

WHEREAS, SCI Consulting Group has filed with secretary of the Board of Directors of the Twain Harte Community Services District, a Preliminary Engineer's Report which contains: (a) a calculation of the portion of the services to be provided by the Assessment District that constitute a special benefit to the parcels in the District; (b) a methodology for assigning fire suppression, fire protection, fire prevention, emergency response and emergency services, basic hazardous materials response, and other services relating to the protection of lives and property ("Fire Services") to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the Fire Services assessment including public parcels; (d) the amount of the proposed assessment for each lot or parcel for Fiscal Year 2022-23; and (e) an assessment diagram depicting the boundary of the Assessment District.

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

1. the Preliminary Engineer's Report is hereby received and filed; and
2. SCI Consulting Group, the Engineer of Work, has prepared an engineer's report in accordance with Article XIID of the California Constitution. The Report has been

made, filed with the Board Secretary, considered by the Board, and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.

3. It is the intention of this Board to continue and to collect assessments for the Fire Protection and Emergency Response Services Assessment for fiscal year 2022-23. Within the Assessment District, the proposed services and equipment to be funded by the assessments ("Services") are generally described as including, but not limited to, the following: obtaining, furnishing, operating, and maintaining fire suppression, protection and emergency services equipment and apparatus; payment of salaries, benefits and other compensation to fire fighting and fire prevention personnel; training and administration of volunteer personnel performing fire suppression, protection and emergency services; hazardous material response; disaster preparedness; community fire prevention education and fire inspection.
4. The Assessments include a provision for an annual increase equal to the change in the San Francisco Bay Area Consumer Price Index ("CPI"), not to exceed 4% (four percent) per year without a further vote or balloting process. In the event that the annual change in the CPI exceeds 4.00%, any percentage change in excess of 4.00% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4.00%. The annual Bay Area CPI change as of December 2021 was 4.24% and the Unused CPI carried forward from the previous fiscal year is 0.00%. Therefore, the maximum authorized increase that may be levied in Fiscal Year 2022-23 is 4.00%.
5. The estimated fiscal year 2022-23 cost of providing the Services is \$359,390. This cost results in a proposed assessment rate of TWO HUNDRED SEVEN AND FIFTY CENTS (\$207.50) per single-family equivalent benefit unit for fiscal year 2022-23. Therefore, the assessment rate proposed to be continued for Fiscal Year 2022-23 is \$207.50 which is the same as the maximum authorized rate. The maximum authorized assessment rate for Fiscal Year 2022-23 is \$207.50 per single family equivalent benefit unit.
6. Notice is hereby given that on June 8, 2022, at 9:00 a.m. or as soon after as practical, at the Twain Harte Community Services District offices located at 22912 Vantage Pointe Drive, Twain Harte, California, 95383, the Board will hold a public hearing to consider the ordering of the continuation of the assessments for Fiscal Year 2022-23.
7. The Board Secretary shall cause a notice of the hearing to be given by publishing a notice, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the District.

PASSED AND ADOPTED by the Board of Directors of Twain Harte Community Services District at their Regular Meeting on May 11, 2022, by the following:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary

FY 2022-23

ENGINEER'S REPORT

Twain Harte Community Services District Fire Protection and Emergency Response Services Assessment

June 2022
Draft Report

DRAFT

Engineer of Work:

**SCI Consulting Group**
Public Finance Consulting Services

4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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Twain Harte Community Services District

Board of Directors

Gary Sipperley, President
Eileen Mannix, Vice President
Charlotte Bohlman, Director
Kathryn deGroot, Director
Richard Knudson, Director

General Manager

Tom Trott

Fire Chief

Neil Gamez

Secretary of the Board

Kim Silva

Assessment Engineer

SCI Consulting Group

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Introduction

The Twain Harte Community Services District (the "District") was formed in 1996 after the dissolution of the Tuolumne County Water District #1. The District maintains and operates one fire station, and currently has four full time employees and 17 volunteers. In addition to providing fire suppression and prevention, emergency response and emergency services, the District also provides basic hazardous materials response, and other services relating to the protection of lives and property.

The District is located in the rural foothills of Tuolumne County along Highway 108, and its service area encompasses approximately 3.6 square miles. The District includes the town of Twain Harte.

The District is governed by a five member Board of Directors that are elected by the general population within the District boundaries and serve four-year terms.

This Engineer's Report (the "Report") was prepared to:

- Describe the fire suppression, safety and emergency response services and equipment that would be funded by the assessments (the "Services")
- Establish a budget for the Services that would be funded by the proposed 2022-23 assessments
- Reiterate the benefits received from the Services by property within the Twain Harte Community Services District Fire Protection and Emergency Response Services Assessment (the "Assessment District") and
- Reiterate the method of assessment apportionment to lots and parcels within the Assessment District.

Real Property Assessment Under Proposition 218

In 1996, Proposition 218 limited local government's ability to impose real property assessments in two significant ways. An assessment can be imposed only for a "special benefit" conferred on real property (art. XIII D, § 2, subd. (b)), and the assessment on any parcel must be in proportion to the special benefit conferred on the particular parcel. (Art. XIII D, § 4, subd. (a)) (*Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* (2008) 44 Cal.4th 431, 437.)

The special benefit and proportionality requirements are perhaps best understood as being interrelated, not separate, requirements. The proportionality requirement ensures that the *aggregate* assessment imposed on *all* parcels is distributed *among* all assessed parcels *in proportion* to the special benefits conferred on *each parcel*. (See *Town of Tiburon v. Bonander* (2009) 180 Cal.App.4th 1057, 1080–1085, 103 Cal.Rptr.3d 485 (*Tiburon*) [varying amounts assessed on district parcels for the costs of undergrounding utility lines violated the proportionality requirement because the amounts individually assessed were not based on the special benefits the undergrounding project would confer on each assessed parcel].) The special benefit requirement is thus part and parcel of the proportionality requirement. It is useful, however, to separately discuss special benefits in order to ascertain whether the public improvement or property related service underlying the assessment confers *any* special benefits on district parcels in the first place. (*Silicon Valley, supra*, 44 Cal.4th at pp. 450–456, 79 Cal.Rptr.3d 312, 187 P.3d 37 [discussing whether assessment to fund acquisition and maintenance of open space in County of Santa Clara conferred any special benefits on assessed properties].) (*Beutz v. County of Riverside* (2010) 184 Cal.App.4th 1516, 1522, 1523.)

Special Benefits

The services provide both general benefits to the community and special benefits to particular properties, and the agency imposed an assessment based only on the special benefits. It separated the general benefits from the special benefits and secured other funding for the general benefits. (Art. XIID, § 4, subd. (a). (*Silicon Valley Taxpayers v. Santa Clara County Open Space Authority, supra*, 44 Cal.4th 431, 450.))

The assessment district was narrowly drawn; the fact that a benefit was conferred throughout the district did not make it general rather than special. The characterization of a benefit depended on whether the parcel received a direct advantage from the improvement (e.g., proximity to a park) or received an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values). (*Silicon Valley Taxpayers v. Santa Clara County Open Space Authority, supra*, 44 Cal.4th 431, 452, fn. 8.)

The purpose of an assessment was to require the properties which received a special benefit from a “public improvement” “to pay the cost of that improvement,” and not to fund an agency's ongoing budget. (*Silicon Valley Taxpayers v. Santa Clara County Open Space Authority, supra*, 44 Cal.4th 431, 457.)

A project confers a special benefit when the affected property receives a “direct advantage” from the improvement funded by the assessment. (*Silicon Valley, supra*, 44 Cal.4th at p. 452, fn. 8, 79 Cal.Rptr.3d 312, 187 P.3d 37.) By contrast, general benefits are “derivative and indirect.” (*Id.* at p. 453, 79 Cal.Rptr.3d 312, 187 P.3d 37.) The key is whether the asserted special benefits can be tied to particular parcels based on proximity or other relevant factors that reflect a direct advantage enjoyed by the parcel. (*Id.* at pp. 455–456, 79 Cal.Rptr.3d 312, 187 P.3d 37.) (*Tiburon v. Bonander* (2010) 180 Cal.App.4th 1057, 1077.)

The mere fact that a project or service has the effect of enhancing property values in a community does not necessarily mean those properties enjoy a special benefit. On the other hand, the prohibition against basing assessments on *general* property value enhancements does not mean any benefit that enhances property values is a general benefit. Nearly every assessment that confers a particular and distinct advantage on a specific parcel will also enhance the overall value of that property in some respect. Such an effect does not transform a special benefit into a general benefit. An increase in property value attributable to a project that provides a direct advantage to a particular property—instead of an indirect or derivative benefit—is a specific rather than a general enhancement in property value. Here, any enhancement in property values arises from specific benefits conferred on parcels in the Supplemental District. (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, 1079.)

When determining whether benefits are general or special, we must be mindful of the rationale for making the distinction. The purpose of limiting assessments to special benefits conferred on particular properties is to avoid having property owners in an assessment district pay for general benefits enjoyed by the public at large. Conversely, if a project confers particular and distinct benefits upon specific properties in an assessment district, it would be unfair to have taxpayers outside the assessment district pay for those benefits that specifically benefit only property owners within the district. (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, pp.1079-1080.)

Furthermore, the mere fact that properties throughout the District share the same special benefit does not render that benefit “general” and therefore an improper subject of an assessment. Section 2, subdivision (i) of article XIII D of the California Constitution specifies that a special benefit is a “particular and distinct benefit over and above general benefits conferred on real property located in the district....” As the court in *Silicon Valley* observed, in a properly drawn district—“limited to only parcels receiving special benefits from the improvement—every parcel within that district receives a shared special benefit.” (*Silicon Valley, supra*, 44 Cal.4th at p. 452, fn. 8, 79 Cal.Rptr.3d 312, 187 P.3d 37.) One might be tempted to characterize these shared special benefits as “general” because they are not “particular and distinct” or “over and above” the benefits conferred on other properties in the district. However, the Supreme Court stated it did not “believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement.” (*Ibid.*) As the court explained: “[I]f an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).” (*Ibid.*) (*Tiburón v. Bonander, supra*, 180 Cal.App.4th 1057,1080.)

Proportionality

“The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the... property-related service being provided.” (*Silicon Valley Taxpayers v. Santa Clara County Open Space Authority, supra*, 44 Cal.4th 431, 443.)

Under subdivision (a) of section 4 of article XIII D, of the California Constitution, the assessment imposed on a parcel shall not “exceed the reasonable cost of the proportional special benefit conferred on that parcel.” But article XIII D does not require that the assessment *be no less than* the reasonable cost of the proportional special benefit conferred on that parcel. That is, article XIII D leaves local governments free to impose assessments that are less than the proportional special benefit conferred—in effect, to allow discounts. Moreover, nothing in article XIII D precludes local governments from allowing discounts across the board for all parcels in the assessment district or from allowing them selectively, for certain parcels in the district but not for others. (*Dahms v. Downtown Pomona Property* (2009) 174, Cal.App.4th 708, 716.)

“[A public entity must] meet its burden under article XIII D, section 4, subdivision (f) to demonstrate that the amounts of the contested assessments are proportional to, and no greater than, the benefits conferred on the properties in question.” (*Tiburón v. Bonander, supra*, 180 Cal.App.4th 1057,1080.)

For the sake of clarity, it must be emphasized that an assessment is not measured by the precise amount of special benefits enjoyed by the assessed property. (*White v. County of San Diego* (1980) 26 Cal.3d 897, 905, 163 Cal.Rptr. 640, 608 P.2d 728.) Instead, an assessment reflects costs allocated according to relative benefit received. As a general matter, an assessment represents the entirety of the cost of the improvement or property-related service, less any amounts attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property. (*Ibid.*; Art. XIII D, § 4, subd. (a).) Proportional special benefit is the “ ‘equitable, nondiscriminatory basis’ ” upon which a project's assessable costs are spread among benefited properties. (*White v. County of San Diego, supra*, at p. 905, 163 Cal.Rptr. 640, 608 P.2d 728.) Thus, the “reasonable cost of the proportional special benefit,” which an assessment may not exceed, simply reflects an assessed property's proportionate share of total assessable costs as measured by relative special benefits. (See Art. XIII D, § 4, subd. (a).) (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, 1081.)

The costs of an improvement project must be considered as a whole. A public improvement such as a utility undergrounding project is either undertaken in an entire district or not at all. In the hypothetical involving certain properties with higher construction costs, the neighboring properties enjoy the benefits of the undergrounding project *only* because the project was pursued in the entire assessment district, which necessarily includes the properties with higher construction costs. It is for this reason that the individual assessments for benefited properties must be apportioned in relation to the *entirety* of the project's assessable costs, as article XIII D requires. (Art. XIII D, § 4, subd. (a).) To reiterate, proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district. This method ensures that each property owner pays an equitable share of the overall assessable cost as measured by the relative special benefit conferred on the property. (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, 1083-1084.)

The court in *Dahms* stated that the formula for determining special benefit turned upon lot size and street frontage because some properties received “more special benefit than others.” (*Dahms v. Downtown Pomona Property* (2009) 174 Cal.App.4th 708, 720, 96 Cal.Rptr.3d 10.) Specifically rejecting an argument that the apportionment formula should have been based on the total length of streets bordering all sides of a business instead of the business's front street footage, the court explained that “[i]t makes sense to use front footage rather than total street length to determine the *proportional special benefit* that a parcel will derive from the services of the [business district] (e.g., increased security, litter removal, and graffiti removal). For example, a clean and safe front entrance to a commercial parcel is more likely to constitute a *special benefit* to that parcel than a clean and safe side or rear, where there may or may not be any entrance at all. At the same time, the City's formula also takes into account other measures (namely, building size and lot size) of each parcel's size and consequent *proportional special benefit*, and those other measures should compensate for any disproportionality that might have resulted from exclusive reliance on front footage.” (*Id.* at p. 721, 96 Cal.Rptr.3d 10, italics added.) The apportionment formula in *Dahms* turned on special benefits and not upon costs. (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, 1085.)

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This assessment outlined in this Engineer's Report is consistent current law because of the following elements of its design:

- The Assessment District (“District”) is narrowly drawn.
- Each parcel in the District receives a direct advantage from the improvement.
- The amount of the assessments has been calculated by and set at the amount of benefit to be received by each parcel.
- The special benefit derived by each identified parcel has been set as a proportional share of the entirety of the service being provided.
- General benefits (e.g., common roadways and indirect, derivative benefits to properties adjacent to but outside the District) have been segregated from special benefits to the parcels within the District, and specified other funding will be utilized for the general benefits.

Baseline Level of Service

The District has been faced with difficulties in delivering its fire and emergency services primarily due to declining revenues and increasing operational expenses. In response to its decreased revenues, the District took several steps to decrease expenses, including keeping firefighters' salaries below average and using part-time staff whenever possible. In addition, the District had not replaced old equipment and vehicles that were in need of repair, and deferred some facility maintenance.

Even after taking these steps to reduce costs, expenses were still projected to exceed revenues. Therefore, the District projected that it would need to make additional cuts to its firefighting capabilities to bring its operational costs in line with revenues. The additional cuts that would be necessary, absent a new revenue source, were eliminating one full-time professional firefighter position starting in fiscal year 2011-12, and a second one in fiscal year 2012-13. This reduced level of service after these cuts, would be the level of service the District would be able to provide in future years, absent approval of the new assessment. In this Report, this reduced level of service, absent the new assessment, was defined as the "Baseline" level of Service.

Assessment Process

In Fiscal Year 2010-11, the Twain Harte Community Service District Board of Directors (the "Board") by Resolution No. 11-09 passed on April 14, 2011, called for an assessment ballot proceeding and public hearing on the proposed establishment of a fire protection and emergency services assessment district. The new assessment was proposed in order to fund the cost of the engine company and thereby improve Services for property in the Assessment District. The Report was prepared to quantify a new benefit assessment that would provide funding for Services within the Assessment District.

On April 14, 2011, the Board approved Resolution No. 11-09, and a notice of assessment and assessment ballot was mailed to property owners within the proposed Assessment District boundaries. Such notice included a description of the Services to be funded by the proposed assessments, a proposed assessment amount for each parcel owned, and an explanation of the method of voting on the assessments. Each notice also included a postage prepaid ballot on which the property owner could mark his or her approval or disapproval of the proposed assessments as well as affix his or her signature.

After the ballots were mailed to property owners in the Assessment District, the required minimum 45 day time period was provided for the return of the assessment ballots. Following this 45 day time period, a public hearing was held on July 14, 2011 for the purpose of allowing public testimony regarding the proposed assessments. At the public hearing, the public had the opportunity to speak on the issue.

It was determined that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (weighted by the proportional financial obligation of the property for which ballots were submitted). Of the ballots received, 54.85% were in support of the proposed assessments.

As a result, Board gained the authority to approve the levy of the assessments for fiscal year 2011-12 and to continue to levy them in future years. The Board took action, by Resolution No. 11-18 passed on July 14, 2011, to approve the first year levy of the assessments for fiscal year 2011-12.

The authority granted by the ballot proceeding was for a maximum assessment rate of \$150.00 per single family home, increased each subsequent year by the San Francisco Bay Area Consumer Price Index (CPI) not to exceed 4% per year. In the event that the annual change in the CPI exceeds 4%, any percentage change in excess of 4% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4%.

In each subsequent year for which the assessments will be continued, the Board must preliminarily approve at a public meeting a budget for the upcoming fiscal year's costs and services, an updated annual Engineer's Report, and an updated assessment roll listing all parcels and their proposed assessments for the upcoming fiscal year. A new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations. At this meeting, the Board will also call for the publication in a local newspaper of a legal notice of the intent to continue the assessments for the next fiscal year and set the date for the noticed public hearing. At the annual public hearing, members of the public can provide input to the Board prior to the Board's decision on continuing the services and assessments for the next fiscal year.

If the assessments are so confirmed and approved, the assessments will be submitted to the Tuolumne County Auditor/Controller for inclusion on the property tax roll for Fiscal Year 2022-23. The assessments will continue year-to-year until terminated by the District Board of Directors.

The fiscal year 2022-23 assessment budget includes outlays for supplies, firefighter salaries, and other fire suppression and protection programs. If the Board approves this Engineer's Report for fiscal year 2022-23 and the assessments by Resolution, a notice of assessment must be published in a local paper at least 10 days prior to the date of the public hearing. Following the minimum 10-day time period after publishing the notice, a public hearing will be held for the purpose of allowing public testimony about the proposed continuation of the assessments for fiscal year 2022-23.

The public hearing is currently scheduled for June 8, 2022. At this hearing, the Board would consider approval of a resolution confirming the assessments for fiscal year 2022-23. If so confirmed and approved, the assessments would be submitted to the Tuolumne County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2022-23.

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Description of Services

The Twain Harte Community Services District provides a range of fire suppression, protection, prevention, and educational services to its residents. The Services to be undertaken by the District and the cost thereof paid from the continued levy of the annual assessment will provide special benefit to Assessor Parcels within the Assessment District as defined in the Method of Assessment herein.

Following is a description of the Services that are provided for the direct benefit of property in the Assessment District. With the passage of this assessment, the fire protection and emergency medical services within the Assessment District were enhanced significantly above the Baseline level of service, and such Services are all over and above what otherwise would be provided. The formula below describes the relationship between the final level of services, the Baseline level of service if the assessment is not instituted, and the enhanced level of services funded by the assessment.

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

In addition to the definitions provided by the Code, the Services to be funded by the Assessment District are generally described as follows: salaries and benefits of firefighting personnel, fire protection and emergency services equipment and apparatus; and direct costs, training and administration of volunteer firefighting personnel.

The Assessment District will also contribute to cover the general costs of administering the District, its facilities and operations, as well as the salaries and benefits of firefighting personnel who provide fire suppression, protection and emergency services to parcels, improvements or property in the Assessment District.

Cost and Budget

The following budget lists the expenditures to be funded by the Assessment District in Fiscal Year 2022-23.

Table 1 - Cost and Budget

Twain Harte Community Services District Improved Fire Protection and Emergency Response Assessment Estimate of Cost Fiscal Year 2022-23			<i>Total Budget</i>
Beginning Fund Balance			\$0
Fire and Emergency Response Services Expenditures			
Services Costs			\$1,095,271
Salaries and Employee Benefits	\$849,670		
Maintenance and Repairs	\$108,700		
Materials and Supplies	\$10,200		
Outside Services	\$27,750		
Utilities, Prop/Liab Ins, TUD, etc.	\$98,950		
Debt Service	\$0		
Administrative Cost			\$129,089
Capital Expenses/Outlay			\$663,500
Total Service, Administrative and Capital Expenditures			\$1,887,860
Additional Expenditures ¹			
Allowance for Uncollectable Assessments			\$3,985
County Collection, Levy Administration, and Other Incidentals			\$5,750
Total Additional Expenditures			\$9,735
Total Service, Administrative, Capital and Additional Expenditures			\$1,897,595
Total Benefit of Services and Related Expenses			\$1,897,595
SFE Units			1732.00
Benefit received per Single Family Equivalent Unit			\$1,095.61
Less:			
District Contribution for General Benefits			(\$172,681)
District Contribution toward Special Benefits			(\$1,017,513)
Transfers to (from) reserves			(\$348,011)
Total Revenue from Other Sources ²			(\$1,538,205)
Net Cost of Fire Suppression & Protection Costs			\$359,390
Total Fire Suppression & Protection Costs to Assessment (Net Amount to be Assessed)			\$359,390
Budget Allocation to Property			
	Total SFE Units ⁴	Assessment per SFE	Total Assessment
	1,732.00	\$207.50	\$359,390

Method of Apportionment

Method of Apportionment

This section includes an explanation of the special benefits to be derived from the Services, the criteria for the expenditure of assessment funds and the methodology used to apportion the total assessments to properties within the Assessment District.

The Assessment District area consists of all Assessor Parcels within the Twain Harte Community Services District, including all parcels within the Town of Twain Harte of Tuolumne County. The method used for apportioning the assessment is based upon the proportional special benefits from the Services to be received by the properties in the assessment area over and above general benefits conferred on real property not subject to assessment (such as public roads) or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of all benefit factors derived from the Services
1. Calculation of the proportion of these benefits that are general
2. Determination of the relative special benefit within different areas within the Assessment District
3. Determination of the relative special benefit per property type
4. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

Discussion of Benefit

California Government Code Section 50078 et. seq. allows agencies which provide fire suppression services, such as Twain Harte Community Services District of Tuolumne County to levy assessments for fire suppression services. Section 50078 states the following:

“Any local agency which provides fire suppression services directly or by contract with the state or a local agency may, by ordinance or by resolution adopted after notice and hearing, determine and levy an assessment for fire suppression services pursuant to this article.”

In addition, California Government Code Section 50078.1 defines the term “fire suppression” as follows:

“(c) “Fire suppression” includes firefighting and fire prevention, including, but not limited to, vegetation removal or management undertaken, in whole or in part, for the reduction of a fire hazard.”

Therefore, the Services to be provided by the Assessment District fall within the scope of services that may be funded by assessments under the Code.

The assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's specific use of the Services or a property owner's specific demographic status. With reference to the requirements for assessments, Section 50078.5 of the California Government Code states:

"(b) The benefit assessment shall be levied on a parcel, class of improvement to property, or use of property basis, or a combination thereof, within the boundaries of the local agency, zone, or area of benefit."

"The assessment may be levied against any parcel, improvement, or use of property to which such services may be made available whether or not the service is actually used."

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The following section describes how and why the Services specially benefit properties. This benefit is particular and distinct from its effect on property in general or the public at large.

Benefit Factors

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the Services that will be provided to property in the Assessment District. These benefit factors must confer a direct advantage to the assessed properties; otherwise they would be general benefit.

The following benefit categories have been established that represent the types of special benefit conferred to residential, commercial, industrial, institutional and other lots and parcels resulting from the improved fire protection and emergency response services that will be provided in the Assessment District. These types of special benefit, which clearly enhance the utility and desirability of property and make them more functional to use, are summarized as follows:

Protection of real property assets and occupants from fires, fire damage and property loss

The Assessments will fund improved fire protection and emergency response services, and thereby will reduce the risk of property damage associated with fires for property in the Assessment District. This is a direct and tangible special benefit to property in the Assessment District.

“Over 140,000 wildfires occurred on average each year, burning a total of almost 14.5 million acres. And since 1990, over 900 homes have been destroyed each year by wildfires.”^[i]

“Fire is the largest single cause of property loss in the United States. In the last decade, fires have caused direct losses of more than \$120 billion and countless billions more in related cost.”^[ii]

“The strategies and techniques to address fire risks in structures are known. When implemented, these means have proven effective in the reduction of losses.”^[iii]

“Statistical data on insurance losses bears out the relationship between excellent fire protection...and low fire losses.”^[iv]

Prompt response to fires and emergencies directly to any property in the Assessment District and direct delivery of fire and emergency services to any property in the Assessment District

The Enhanced Services funded by the Assessments will be directly provided for and received by property in the Assessment District. These Enhanced Services will result in an improved and more effective response to fires and other emergencies, thereby enhancing the protection of property and reducing the risk of property damage associated with fires. Such improved fire protection services are a tangible and direct advantage that will be received by properties in the Assessment District.

“A reasonably disaster-resistant America will not be achieved until there is greater acknowledgment of the importance of the fire service and a willingness at all levels of government to adequately fund the needs and responsibilities of the fire service.”^[v]

Protection of the use of property and use of improvements on property and protection of the life and safety of occupants of property

The Enhanced Services funded by the Assessments will allow the District to respond to fires and emergencies much more promptly and with more appropriate levels of firefighters and resources in comparison to the Baseline Level of Service. Prompter and more effective responses will better protect the use of property and the life and safety of occupants. This is another direct special benefit from the Assessments.

Enhanced access to properties in the Assessment District, and utility of such properties.

As noted, the Assessments will fund improved fire protection and emergency response services in the Assessment District. In addition to preventing damage to property from fires, the Assessments will also protect access to property, because fires can impede or prevent access to property. Furthermore, the Enhanced Services will enhance the utility of the properties in the Assessment District because safer properties are more functional, usable and desirable. These are additional direct benefits to property in the Assessment District that are not received by other properties or the public at large because the Enhanced Services will be provided for properties in the Assessment District.

Benefit Finding

In summary, real property located within the boundaries of the Assessment District distinctly and directly benefits from the availability and delivery as needed of the Enhanced Services to any property from fire damage; the increased safety of real property, protection of the use and utility of property; and enhanced access and utility of properties in the Assessment District. These are special benefits to property in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access for occupants.

General Versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. The decision in *SVTA vs. SCCOSA* provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the 2011 baseline level of service, if the assessment is not approved by the community. The assessment will fund Services “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

$$\text{General Benefit} = \text{Benefit to real property outside of improvement district} + \text{Benefit to real property inside of improvement district} + \text{Benefit to public at large}$$

Special benefit, on the other hand, is defined in the State Constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The *SVTA v. SCCOSA* decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, the improved Services will be available when needed to all properties in the Assessment District, so the overwhelming proportion of the benefits conferred to property is special, and there are only minimal benefits that will be received by property outside the Assessment District or the public at large.

It should be noted that in the 2009 *Dahms* case, the court ruled that an assessment was properly considered to be an 100% special benefit because the services funded by the assessments were directly provided only to property in the assessment district. Similar to the assessments in Pomona that were approved in *Dahms*, the Assessments described in this Engineer’s Report fund fire suppression services directly provided only to property in the assessment area. Moreover, every property within the Assessment District will receive the Services if and when a fire occurs. Although the court in *Dahms* found a zero general benefit determination to be acceptable, this report calculates the general benefit more conservatively and then that general benefit is budgeted so that it is funded by sources other than the Assessment.

In the 2010 *Beutz* Case, the Appellate Court overturned an assessment for parks in Wildomar, California based upon to the lack of a specific quantification of the general benefit(s) in the Engineer's Report. As a part of this decision, the court indicated that "virtually all public improvement projects provide general benefits." At first review, this statement and decision seem to contradict the 2009 *Dahms* decision which upheld an assessment with a 100% special benefit finding. However, the *Beutz* decision concludes by clarifying that the specific facts of *Dahms* are fundamentally different from *Beutz* – and the two decisions do not contradict one another. Essentially, in assessment(s), like in the *Dahms* case (and the Assessment described in this Report), the improvements and services provided within each District are specifically provided to and intended for the assessed parcels only. (The Wildomar assessment in the *Beutz* case, on the other hand, supports improvements and services for area parks only, which arguably have an inherent use by, and benefit to, the general public.)

Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) Arguably, all of the Services being funded by the assessment would be a special benefit because the Services would particularly and distinctly benefit the properties in the Assessment District over an only to properties in the Assessment District.

Nevertheless, some of the Services could benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

Calculating General Benefit

This section provides a measure of the general benefits from the assessments.

Benefit to Property Outside the Assessment District

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services will be provided solely in the Assessment District boundaries.¹ Properties proximate to, but outside of, the boundaries of the Assessment District receive some benefit from the Services due to some degree of indirectly reduced fire risk to their property. These parcels that are proximate to the boundaries of the Assessment District are estimated to receive less than 50% of the benefits relative to parcels within the Assessment District because they do not directly receive the improved fire protection resulting from the Services funded by the Assessments.

At the time the Assessment District was formed, the Assessment Engineer, using the Geographic Information System parcel map, counted the number of parcels proximate to the Assessment District boundary but outside the Assessment District, and thereby determined that there were approximately 130 of these “proximate” properties.

CRITERIA:

130 PARCELS OUTSIDE THE DISTRICT BUT PROXIMATE TO THE DISTRICT BOUNDARIES
 1,863 PARCELS IN THE ASSESSMENT DISTRICT
 50% RELATIVE BENEFIT COMPARED TO PROPERTY WITHIN THE ASSESSMENT DISTRICT

CALCULATION:

GENERAL BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICT =
 $130 / (1,863 + 130) * .5 = 3.3\%$

Although it can reasonably be argued that properties protected inside, but near the Assessment District boundaries are offset by similar fire protection provided outside the District boundaries, we use the more conservative approach of finding that 3.3% of the Services may be of general benefit to property outside the Assessment District.

¹ It should be noted that the Services may, at times, be used outside the District boundaries. However, this use is part of a mutual aid agreement and would be offset by the provision of Services by other agencies within the Assessment District boundaries.

Benefit to Property *Inside* the District that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Assessment District is special, because the Services are clearly “over and above” and “particular and distinct” when compared with the baseline level of fire suppression and fire protection services had the Assessment District not passed.

In determining the Assessment District area, the District has been careful to limit it to an area of parcels that will directly receive the benefit of the improved Services. All parcels will directly benefit from the use of the improved Services throughout the Assessment District in order to maintain the same improved level of fire suppression and protection throughout the area. Fire protection and suppression will be provided as needed throughout the area. The shared special benefit - reduced severity and number of fires - will be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the District and to have a District firefighter promptly respond directly to the parcel and address the owner’s or resident’s service need.

The *SVTA vs. SCCOSA* decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment District is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. This concept is particularly applicable in situations involving a landowner-approved assessment-funded extension or improvement of a local government service to benefit lands. Therefore, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits.

Benefit to the Public At Large

Because the Services will be available to and provide for all of the property in the Assessment District, the *Dahms* decision provides a clear basis for a finding of zero general benefit conferred on the public at large. Nevertheless, to establish a more conservative measure, any general benefit to the public at large is quantified in the following paragraph:

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District and they may benefit from the services without contributing to the assessment. Although the protection of this critical infrastructure is certainly a benefit to all the property within the district, it is arguably “indirect and derivative”. A reasonable and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 5.8% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 5.8% therefore is a reasonable quantified measure of the general benefit to the public at large within the Assessment District.

Summary of General Benefits

Using a sum of the measures of general benefit for the public at large and land outside the Assessment Area, we find that approximately 9.1% of the benefits conferred by the Fire Protection and Emergency Response Assessment may be general in nature and should be funded by sources other than the assessment.

GENERAL BENEFIT =
3.3 % (OUTSIDE THE DISTRICT)
+ 0.0 % (INSIDE THE DISTRICT - INDIRECT AND DERIVATIVE)
+ 5.8 % (PUBLIC AT LARGE)
= 9.1 % (TOTAL GENERAL BENEFIT)

Although this analysis supports the findings that 9.1% of the assessment may provide general benefits, this number is increased by the Assessment Engineer to 10% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment Area if it is later determined that there is some general benefit conferred on those parcels.

The Assessment District’s budget for 2022-23 is \$1,887,860. The District will contribute approximately \$1,538,205 for fire suppression, fire protection and emergency response services and administrative services costs from revenue sources other than this Fire Protection and Emergency Response Services Assessment. This contribution constitutes significantly more than the 10% calculated above for general benefits, plus an additional 10% allocation for time used on non-fire related services as estimated by the Assessment Engineer.

Zones of Benefit

The assessment area is small and is readily served by a single fire station. The National Fire Protection Association (NFPA) has adopted a standard of response time equal to six minutes. All parcels in the Assessment District will be served within this NFPA response standard. Therefore, all properties will receive substantially the same level of benefit and this Assessment District has been drawn to include the entire area; no zones within the district have been designated.

In *SVTA v. SCCOSA*, the court noted that a local agency-wide assessment district is appropriate under the right conditions: “Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values).” The court therefore acknowledged the appropriateness of a District-wide assessment so long as each parcel receives a direct advantage from the assessment-funded improvement or service.

As demonstrated in this engineer’s report, the assessments will fund improved fire suppression and protection services relatively uniformly throughout the Assessment District, and the Assessment District boundaries have been narrowly drawn to only include the parcels that directly receive the Services. It therefore is appropriate to provide a District-wide Assessment District without zones of benefit because all parcels of similar type and features benefit similarly and will receive a direct advantage from the Services.

Assessment Apportionment

In the process of determining the appropriate method of assessment, the Assessment Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because vacant, commercial, industrial and other properties also receive special benefits from the assessments.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger commercial/industrial properties and residential properties with multiple dwelling units receive a higher degree of benefit than other similarly used properties that are significantly smaller. For properties used for commercial purposes, there clearly is a higher benefit provided to a larger commercial property than to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from improved fire protection and emergency response services. This benefit ultimately flows to the property. Larger parcels, therefore, receive an increased benefit from the assessments.

The Assessment Engineer determined that the appropriate method of assessment should be based on the type of property, the relative risk of fire by type of property, the relative size of the property, and the relative damage value of fires by property type. This method is further described below.

Method of Assessment

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Benefit Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single family home on one parcel.

The relative benefit to properties from fire related services is:

Equation 1 – Relative Benefit to Properties

$$\text{Benefit} \approx \sum (\text{Fire Risk Factors}) * \sum (\text{Structure Value Factors})$$

That is, the benefit conferred to property is the "sum" of the fire risk factors multiplied by the "sum" of the structure replacement factors, and then normalized by average areas.

Fire Risk Factors

Typical fire assessments are evaluated based upon the fire risk of a certain property type. These evaluations consider factors such as use of structure (e.g. used for cooking), type of structure (centralized heating), etc.

In 2003, the National Fire Protection Association (“NFPA”), one of the pre-eminent authorities on fire protection in the United States, published the 2003 US Fire Problem Overview Report. This report comprehensively tabulates the number of fires for each property type within the United States in the year 1999, and serves as a reasonable and rational basis to determine fire risk.

The number of fires for each property type is then divided by the total number of that property type to determine un-normalized fire risk factor. Finally, the risk factors are normalized based upon a factor of 1.00 for a single family property. Table 2 below tabulates the Fire Risk Factors for each property type.

Table 2 – Fire Risk Factors

Property Type	Normalized Fire Risk Factors
Single Family	1.0000
Multi-Family & Condo	1.8769
Mobile Home	0.6028
Commercial/Industrial	0.9982
Office	0.3571
Institutional	0.9675
Storage	2.8916
Vacant	0.2221
Agriculture - Orchards & Vineyards	0.3796
Agriculture - Rice & Flood Irrigation	0.3796
Agriculture - Pasture & Row Crops	0.3451
Agriculture - Dairy, Livestock, Animals	0.3106
Range Land & Open Space	0.0598

Analysis based upon: 2003 US Fire Problem Overview Report, NFPA

Structure Replacement Factors

The relative replacement factors of different property types were evaluated within the District area to determine the Structure Replacement Factors according to the following formula:

Equation 2 - Structure Replacement Factors

\sum (Structure Replacement Factors)	\approx	f $+f$ $*$	(Structure Weighting Factor, Average Improved Value, Structure Replacement Factor) (Land Weighting Factor, Average Total Value) (Adjustment Factor)
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Where:

- “Structure Weighting Factor” = 10 to “weight” relative importance of structure over land.
- "Structure Replacement Factor" is based upon the replacement cost per property type, and the adjusted structure square footage per property type, as provided by the County Assessor records.
- “Average Improved Value” is average of value of all improvements (e.g. structures), per property type, as provided by County Assessor records. It is used as a reference only and the Structure Replacement Value is not derived from it.
- Land Weighting Factor = 1
- “Average Total Value” is average of value of all land + improvements (e.g. structures), per property type, as provided by County Assessor records. County assessor land values were not used directly because experience has shown total values to be more comprehensive. It is used as a reference only and the Structure Replacement Value is not derived from it.
- "Adjustment Factor" may be applied including real estate data, demographic data, economic data and other relevant data.

Table 3 is a tabulation of the Structure Replacement Factors for each property type as defined by Equation 2, above.

Table 3 – Structure Replacement Factors

Property Type	Replacement Factor
Single Family	1.0000
Multi-Family & Condo	0.6400
Mobile Home	0.8000
Commercial/Industrial	0.6400
Office	1.6000
Institutional	0.6400
Storage	0.2400
Vacant	0.1000
Agriculture - Orchards & Vineyards	0.0500
Agriculture - Rice & Flood Irrigation	0.0500
Agriculture - Pasture & Row Crops	0.0500
Agriculture - Dairy, Livestock, Animals	0.0500
Range Land & Open Space	0.0100

An Example of Benefit Calculation

Below is an example of the benefit calculation per Equation 1 for Commercial/Industrial parcels to illustrate the methodology. (A summary of the results of all calculations is given in Table 4):

Commercial/Industrial Example

The benefit is the normalized Fire Risk Factor times the normalized Structure Replacement Factor, then normalized per average square footage.

Benefit = ((Fire Risk Factor) * (Structure Replacement Factor)) * ((Average Structure Sqft by type / Avg Structure Sqft for single family home))

The fire risk of commercial/industrial parcels is determined by taking the percentage of all fires in commercial/industrial parcels, and dividing it by the percentage of square footage area that are commercial/industrial. The fire percentages are taken from the NFPA 2003 US Fire Problem Overview Report. The resulting figure is normalized relative to the risk of a single family home by taking the percentage of fires in single family homes over the percentage of square footage area that are single family homes, and dividing that figure into the commercial/industrial fire risk figure.

Fire Risk \approx ((% of all fires) / (% of square footage area)) / (normalization factor versus Single Family Homes)

% of all fires = 9.222% for commercial/industrial, and 53.846% for single family homes

% of area = 10.664% for commercial/industrial, and 62.157% for single family homes

Fire Risk Factor = ((9.222% of all fires) / (10.644% of all square footage area)) / ((53.846% of all fires) / (62.157% of all square footage area))

Fire Risk Factor = 0.9982

The Structure Replacement Factor is determined by analyzing the County Assessor's data including the average structure square footage area. Also, the local average structure replacement cost is established for each structure type. The local average structure replacement cost is normalized and multiplied by the average square footage area for each property type. These values are then compared against the weighted average improved value, weighted average total value, real estate data, etc. and an Adjustment Factor is applied if necessary.

Structure Replacement Factor \approx Normalized Local Average Replacement Costs * Adjustment Factor

Local Average Replacement Cost for commercial/industrial \approx \$80.00/sqft

Local Average Replacement Cost for single family homes \approx \$125.00/sqft

Structure Replacement Factor = (80.00/125.00) * Adjustment Factor (if needed)

Structure Replacement Factor = 0.6400

Since the Benefit is the Fire Risk Factor times the Structure Replacement Factor, then normalized by average square footage, the Commercial/Industrial benefit is 6.884:

Benefit = (0.9982 * 0.6400) * (14,957/1,396) = 6.884/acre

Summary of Benefits for Each Property Type

Per Equation 1, the relative special benefit for each property type (the "SFE" or "Single Family Equivalent" Benefit Units) is determined as the product of the normalized Fire Risk Factors and the normalized Structure Replacement Factors. Table 4 below, summarizes the benefit for each property type.

Table 4 – Benefit Summary per Property Type

Property Type	Fire Risk Factors	Structure Replacement Factors	SFE Factors	Average Structure Sq Footage (From Previous Tab)	Flat Rate Converted SFE	Unit
Single Family	1.0000	1.0000	1.000000	1,396	1.000	per each
Multi-Family & Condo	1.8769	0.6400	1.201190	857	0.737	per unit
Mobile Home	0.6028	0.8000	0.482240	1,440	0.497	per each
Commercial/Industrial	0.9982	0.6400	0.638879	14,957	6.844	per acre
Office	0.3571	1.6000	0.571387	10,000	6.670	per acre
Institutional	0.9675	0.6400	0.619212	3,543	1.523	per each
Storage	2.8916	0.2400	0.693982	10,000	0.464	per acre
Vacant	0.3451	0.1000	0.034511		0.173	per each
Agriculture - Orchards & Vineyards	0.3796	0.0500	0.018981		0.019	per acre
Agriculture - Rice & Flood Irrigation	0.3796	0.0500	0.018981		0.019	per acre
Agriculture - Pasture & Row Crops	0.3451	0.0500	0.017255		0.017	per acre
Agriculture - Dairy, Livestock, Animals	0.3106	0.0500	0.015530		0.016	per acre
Range Land & Open Space	0.3451	0.0100	0.003451		0.003	per acre

*SFE factor has been converted from “Per Acre” to “Per Each Parcel” by multiplying by effective average area.

Residential Properties

All improved residential properties with a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Residential properties on parcels that are larger than one acre receive additional benefit and are assigned additional SFEs on an “Agricultural/Rangeland” basis. Detached or attached houses, zero-lot line houses and town homes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Services in proportion to the number of dwelling units that occupy each property. The relative benefit for multi-family properties was determined per Equation 1 to be 0.737 SFEs per residential unit. This rate applies to condominiums as well.

Mobile home properties are assigned 0.497 SFEs per residential unit. Parcels that are larger than one acre receive additional benefit and are assigned additional SFEs on an “Agricultural/Rangeland” basis.

Commercial/Industrial & Office Properties

Commercial and industrial properties are assigned benefit units per acre, since there is a relationship between effective parcel size, structure size and relative benefits. The relative benefit for commercial and industrial properties was determined per Equation 1 to be 6.844 SFEs per acre. The relative benefit for office properties was determined per Equation 1 to be 6.670 SFEs per acre.

Vacant and Undeveloped Properties

The relative benefit for vacant properties was determined per Equation 1 to be 0.173 SFEs per parcel.

Rangeland, Open Space and Duck Club Properties

The relative benefit for range land & open space properties was determined per Equation 1 to be 0.003 SFEs per acre.

Agricultural Properties

The relative benefit for agricultural properties requires additional analysis, as required by Government Code 50078 and the unique agricultural properties within the boundaries. This analysis considered how agricultural operations may mitigate risk, onsite or proximate water availability, response time, capability of the fire suppression service, and any other factors which reflect the benefit to the land resulting from the fire suppression service provided. Agricultural properties have been categorized as Agriculture - Orchards & Vineyards; Agriculture - Rice & Flood Irrigation; Agriculture - Pasture & Row Crops; and Agriculture - Dairy, Livestock, Animals according to use and other attributes, and have been analyzed for fire risk and structure replacement per Equation 1. The relative benefit for agricultural properties was determined per Equation 1 to be 0.019 SFEs per parcel for Agriculture - Orchards & Vineyards; 0.019 SFEs per parcel for Agriculture - Rice & Flood Irrigation; 0.017 SFEs per parcel for Agriculture - Pasture & Row Crops; and 0.016 SFEs per parcel for Agriculture - Dairy, Livestock, Animals. These SFE rates are doubled for parcels between 50 acres and 100 acres and are tripled for parcels greater than 100 acres.

Other Properties

Institutional properties such as publicly owned properties are assessed 1.523 SFEs. The relative benefit for storage properties was determined per Equation 1 to be 0.464 SFEs per acre.

Article XIID, Section 4 of the California Constitution states that publicly owned properties shall not be exempt from an assessment unless there is clear and convincing evidence that those properties receive no special benefit. Here, all public properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive no special benefit from the fire suppression Apparatus and Equipment and are assessed an SFE benefit factor of 0.

Criteria and Policies

This sub-section describes the criteria that shall govern the expenditure of assessment funds and ensures equal levels of benefit for properties of similar type. The criteria established in this Report, as finally confirmed, cannot be substantially modified; however, the Board may adopt additional criteria to further clarify certain criteria or policies established in this Report or to establish additional criteria or policies that do not conflict with this Report.

Duration of Assessment

The Assessment was levied for fiscal year 2011-12 and may be continued every year thereafter, so long as the risk of fire on property in the Assessment District remains in existence and the Twain Harte Community Services District requires funding from the Assessment for its fire suppression Services. As noted previously, if the Assessment and the duration of the Assessment are approved by property owners in an assessment ballot proceeding, the Assessment can be imposed and levied annually after the Twain Harte Community Services District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Services to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

Appeals of Assessments on Property

Any property owner who feels that the assessment on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment or for any other reason may file a written appeal with the General Manager of the Twain Harte Community Services District or his or her designee. Any such appeal is limited to correction of an assessment during the then current fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or his or her designee shall be referred to the Twain Harte Community Services District Board of Directors and the decision of the Board shall be final.

Assessment

WHEREAS, the Board of Directors of the Twain Harte Community Services District is proceeding with the Fire Protection and Emergency Response Services Assessment District and continuation of assessments under California Government Code sections 50078 et seq. (the “Code”) and Article XIID of the California Constitution (the “Article”);

WHEREAS, the undersigned Engineer of Work has prepared and filed a report presenting an estimate of costs, a diagram for the Assessment District and an assessment of the estimated costs of the Services upon all assessable parcels within the Assessment District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Code and Article and the order of the Board of said District, hereby make the following assessment to cover the portion of the estimated cost of said Services, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount to be paid for said Services and the expense incidental thereto, to be paid by the Assessment District for the fiscal year 2022-23 is generally as follows:

Table 5 – Summary Cost Estimate

	FY 2022-23 Budget
Services Costs	\$1,095,271
Administrative Cost Allocation	\$129,089
Capital Expenses/Outlay	\$663,500
Incidental Expenses	\$9,735
TOTAL BUDGET	\$1,897,595
Less: District Contribution	(\$1,190,194)
Transfer To/(From) Reserve	(\$348,011)
NET AMOUNT TO ASSESSMENTS	\$359,390

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment District. The distinctive number of each parcel or lot of land in the Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incident thereto, upon the parcels and lots of land within said Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 4%. Any change in the CPI in excess of 4% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 4%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 4% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2020 to December 2021 was 4.24% and the Unused CPI carried forward from the previous fiscal year is 0.00%. Therefore, the maximum authorized assessment rate for fiscal year 2022-23 is increased by 4.00% which equates to \$207.50 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2022-23 at the rate of \$207.50, which is equal to the maximum authorized assessment rate.

Since property owners in the Assessment District, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the CPI adjustment schedule, the assessment may be continued annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are assessed at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Tuolumne for the fiscal year 2022-23. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of Tuolumne County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2022-23 for each parcel or lot of land within the said Assessment District.

Dated: May 2, 2022

Engineer of Work

By _____
John W. Bliss, License No. C052091

DRAFT

Assessment Diagram

The Assessment District includes all properties within the boundaries of the Fire Protection and Emergency Response Services District. The boundaries of the Assessment District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of Tuolumne County, and are incorporated herein by reference, and made a part of this Diagram and this Report.

DRAFT

FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS _____ DAY OF _____, 2022.

SECRETARY OF THE BOARD _____

RECORDED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS _____ DAY OF _____, 2022.

SECRETARY OF THE BOARD _____

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 2022 FOR THE FISCAL YEAR 2022-23 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE ON THE _____ DAY OF _____, 2022. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

SECRETARY OF THE BOARD _____

FILED THIS _____ DAY OF _____ O'CLOCK _____ M. IN THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT.

COUNTY AUDITOR, COUNTY OF TUOLUMNE _____

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF TUOLUMNE FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
FIRE PROTECTION AND EMERGENCY SERVICES ASSESSMENT DIAGRAM**

SCI Consulting Group
3745 Mariposa Blvd
Fairfield, CA 94534

Appendices

Appendix A – Assessment Roll, Fiscal Year 2022-23

The Assessment Roll is made part of this report and is available for public inspection during normal office hours. Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this report. These records shall govern for all details concerning the description of the lots of parcels.

DRAFT

End Notes

[i] Institute for Business & Home Safety, “Protect Your Home Against Wildfire Damage,”
<http://www.ibhs.org/publications/view.asp?id=125>

[ii] Insurance Services Offices Inc.
<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

[iii] U.S. Fire Administration, Department of Homeland Security, “America Burning, Recommissioned: Principal Findings and Recommendations,” p.2,
<http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

[iv] Insurance Services Offices Inc., p. 1,
<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

[v] U.S. Fire Administration, Department of Homeland Security, “America Burning, Recommissioned: Principal Findings and Recommendations,” p.1,
<http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 22-18**

**APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT WITH THE
COMMUNICATION WORKERS OF AMERICA, AFL-CIO, LOCAL 9333**

WHEREAS, the Collective Bargaining Agreement (CBA) between the Twain Harte Community Services District (District) and the Communication Workers of America, AFL-CIO, Local 9333 (CWA) expires on June 30, 2022; and

WHEREAS, the District compared employee total compensation (inclusive of benefits) for each position classification with total compensation of nearby comparative agencies as a basis of negotiations for a new CBA; and

WHEREAS, the District's Board of Directors determined that it was in the District's best interest to provide a total compensation package for its employees that is slightly higher than similar, competitive agencies, in order to attract highly qualified and talented employees and to avoid costly turnover, which significantly impacts operations in small agencies like the District; and

WHEREAS, the District's Board of Directors determined that District employee total compensation must remain reasonable in comparison to similar, competitive agencies and must assure that the District can continue to fulfill its mission to customers of providing quality, reliable, efficient services in a fiscally responsible manner; and

WHEREAS, the District and CWA have negotiated and agreed to a new 5-year CBA (attached), effective from July 1, 2022 through June 30, 2027; and

WHEREAS, CWA ratified said CBA on April 15, 2022; and

WHEREAS, said CBA covers all represented water/sewer operations and administrative employee classifications, which currently includes:

- Accounting/Administrative Assistant
- Customer Services Representative
- Administrative Coordinator / Board Secretary
- Water Operator I
- Water Operator II
- Water Operator III; and

WHEREAS, in accordance with District Resolution #16-19, benefits provided in said CBA will also apply to Regular exempt employees in the District's Operations and Administrative Divisions.

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

1. The attached CBA with Communication Workers of America, AFL-CIO, Local 9333, effective July 1, 2022 through June 30, 2027, is approved; and
2. The attached CBA provides a competitive employee total compensation package that:
 - a. Assures continued quality, reliable, efficient services in a fiscally responsible manner.
 - b. Attracts and retains competent, qualified and talented staff.
 - c. Reduces employee turnover, which result in significant costs and operational inefficiencies and interruptions.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting held on May 5, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

Twain Harte Community Services District

and

The Communications Workers of America, AFL-CIO

EFFECTIVE:

July 1, 2022

through

June 30, 2027

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as “CONTRACT”), entered into this _____, is by and between Twain Harte Community Services District (hereinafter referred to as “Employer”, “District”, or “THCSD”) and the Communications Workers of America, AFL-CIO (hereinafter referred to as “Union”). This Contract shall be effective on July 1, 2022 and shall expire on June 30, 2027.

The purpose of this Contract is to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

1. RECOGNITION

Twain Harte Community Services District recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all Employees covered by this Contract.

The Employer and the Union agree that the Employees covered by this Contract shall consist of the following: all Full-time and Part-time Employees in its Administrative and Water/Sewer/Parks Departments excluding Management Personnel and to any Employees who are added to the bargaining unit by unit clarification, accretion and/or agreement by the parties.

This Contract shall also apply to any other classifications which may be established and appropriately placed within a bargaining unit where the exclusive bargaining representative is the Union.

In this memorandum, when referring to “The Union” this refers to the International Union and when referring to “The Local” this refers to Local 9333.

2. MUTUAL RESPECT – UNION/MANAGEMENT RELATIONSHIP

The Employer and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual respect. To insure that this relationship continues and improves, the Employer, the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning, and consistent with the Unions status as the exclusive bargaining representative of all employees in the Unit. Each party shall bring to the attention of all Employer employees covered by this Contract, including new hires, their

purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

3. SAVINGS CLAUSE

The parties agree that should any part of this Contract be held invalid by any court of competent jurisdiction the remainder of the Contract shall remain in full force and effect and shall not be invalidated by such court action. In the event that any part of the Contract is thus invalidated, the parties will enter into immediate negotiations to cure such defect.

4. NO CESSATION OF WORK

It is agreed between the Employer and the Union there shall be no lock-outs of any kind or for any cause on the part of the Employer and that there will be no strikes (including sympathy strikes and secondary strikes) or other cessation or interference of work of any kind on the part of the Union on account of any controversy whatsoever during the term of this memorandum.

5. NO DISCRIMINATION

There shall be no discrimination by the Employer against any Employee on account of membership in or activity on behalf of the Union, provided that such Union activity shall not interfere with any Employee's regular work.

Neither the Employer nor the Union shall discriminate against any Employee on account of race, sex, age, creed, color, national origin, or political affiliation, veteran's status, sexual orientation, Union activity protected under the PERB or other basis in violation of applicable federal, state or municipal law. The Employer and the Union also agree that they shall comply with the Americans with Disability Act and where such compliance requires departure from provisions of this Contract, The Employer shall notify the Union and, upon request, shall meet and confer on the proposed action and any alternative proposals by the association.

6. TIME OFF FOR UNION ACTIVITIES

Union Stewards, as designated by the Union, will be granted reasonable time off to carry out the business of the Union. Such time off will be without pay but will be considered as time worked for the purpose of determining seniority, wage increases and other benefits. Time off for Union business shall only be granted by the Employer's General Manager and shall not exceed 40 hours per individual annually, unless granted by the General Manager. Employer requirements shall

come first and absence shall not interfere.

7. MEMBERSHIP DUES/COPE DEDUCTION

Employees may at any time execute a payroll deduction authorization form (including any Union dues, fees or assessments permitted by law) as furnished by the Union.

The Union will be custodian of records for such deduction authorization and will provide the District with a certification that it has and will maintain an authorization, signed by the individual from whose wages the deduction or reduction is to be made. The Union shall not be required to provide the employer a copy of the Employee's authorization unless a dispute arises about the existence or terms of the authorization. However, The Union will provide the District with adequate information in the certification document for each Employee to allow the District to identify the appropriate level of deductions.

The District shall begin deductions in the amount prescribed by the Union in the first full pay period following 30 days after receipt of the written certification of Employee authorization from the Union.

The District shall direct Employee requests to cancel or change deductions to The Union and shall rely on information provided by Union regarding whether deductions for the Union were properly cancelled or changed.

The Union shall indemnify the District, its officers and employees, for (a) any claims made by an Employee for deductions made in reliance on The Union's certification regarding a dues deduction authorization and (b) any claims made by an Employee for deductions made in reliance on information regarding changes or cancellations to the deduction authorization.

Employer will provide the Union with an updated roster of eligible members on a quarterly basis.

8. UNION BULLETIN BOARDS

The Employer will provide and install one (1) Union Bulletin Board in each location that members of the bargaining unit report to work. This bulletin board shall be used exclusively for the purpose of posting Union material.

9. NEW EMPLOYEE ORIENTATION

An integral part of each represented Employee's tenure with the Employer is an understanding of the Contract and the role of the Union in the employment

setting. As such, each new Employee, as part of the new employee orientation day (general orientation), shall be required to attend a mandatory one (1) hour session where s/he will receive an overview of the Union and its program. The session will be conducted by a Union representative designated by the Union. If the Union desires the Union Steward to conduct the new employee orientation, the Union Steward will not lose pay for conducting the one hour orientation. Each Employee must sign that s/he attended and failure to attend will carry the same consequence as if the Employee missed any other part of the orientation. No disparaging comments will be made regarding management or the Employer. The Employer shall receive copies of all materials to be distributed at the orientation, which shall include but not be limited to, a copy of provisions of the Contract, a Union membership card, a list of Union representatives prepared by the Union showing their departments and/or work areas and telephone numbers. The Employer shall provide to the Union a list of all Employees attending the orientation as many days possible prior to such orientation and no later than the day of the orientation.

10. GRIEVANCE & ARBITRATION

A grievance is a complaint by an employee or group of employees or by the Local Union in the employee's behalf concerning the interpretation or application of any of the provisions of this Contract. Appeals of any disciplinary actions are excluded from the definition of a "grievance", with such appeals otherwise governed by Section 11 ("Progressive Discipline") of this Contract. The parties will endeavor to resolve the dispute at the lowest possible level.

The Local Union's written presentation of the grievance to management will include the nature of the grievance; the date of the occurrence; the contractual article/section and/or any State or Federal laws alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g. local agreement, discipline, documentation); the name of the grievant and the remedy sought.

STEP 1 - SUPERVISOR

A grievance shall be presented to the employee's immediate Supervisor, in writing, within fifteen (15) working days, Monday through Friday, of occurrence of incident being grieved or after the date on which the fact that a grievance existed became known to the employee or the Local Union. Failure to file a grievance within said time frame shall constitute an automatic waiver of the grievance.

A Step 1 Meeting will be held within ten (10) working days of the presentation of the grievance in writing to the immediate Supervisor.

Employer will inform the Local Union of their position and rationale at the conclusion of the Step 1 meeting and in writing to the Local Union within ten

(10) working days of the Step 1 meeting.

STEP 2 – GENERAL MANAGER

If no agreement has been reached, an appeal may be submitted to the General Manager within ten (10) working days of the Local Union's receipt of the Employer's written position at Step 1. Failure to file an appeal within said time frame shall constitute an automatic waiver of the grievance.

The Step 2 Meeting shall take place within (10) working days of the appeal to the General Manager.

Employer will inform the Local Union of their position and rationale at the conclusion of the Step 2 meeting and in writing to the Local Union within (10) working days of the Step 2 meeting.

STEP 3 – BOARD COMMITTEE

If no agreement has been reached, an appeal may be submitted to the Employer's Board Policy Committee within ten (10) working days of the Local Union's receipt of the Employer's written position at Step 2. Failure to file an appeal within said time frame shall constitute an automatic waiver of the grievance.

The Step 3 Meeting shall take place at the next regularly scheduled Policy Committee meeting.

Within ten (10) days of the Policy Committee's meeting, the Employer will inform the Local Union in writing of their position and rationale at the conclusion of the Step 3 Meeting.

STEP 4 – BOARD OF DIRECTORS

If no agreement has been reached at Step 3, an appeal may be submitted to the Board of Directors of the Employer within ten (10) working days of the Local's receipt of the Employer's written position *reached* at Step 3. The Board of Directors will inform the Union of their position and rationale at the conclusion of the Step 3 Meeting and in writing to the Local union within ten (10) working days of the Step 3 Meeting. Failure to file an appeal within said time frame shall constitute an automatic waiver of the grievance.

After receiving the appeal, The Board of Directors shall schedule an appeal hearing to resolve the grievance. The Board of Directors shall review the decision of the Policy Committee and may hear additional arguments or evidence provided by either side.

The Board of Directors or its designee shall issue a decision within thirty (30) working days of the conclusion of the grievance appeal hearing.

STEP 5 – ARBITRATION

If no agreement has been reached at Step 4, the grievance may be referred by the Union to an Adjustment Board after reviewing all documentation provided in Steps 1 through 4. The Adjustment Board shall be comprised of one (1) Union representative, one (1) management representative, and one (1) representative from the State Mediation and Conciliation Service. The State Mediation and Conciliation Service will be requested to send a list of at least five (5) qualified arbitrators. The Union and the Employer will mutually agree to select one of the arbitrators from the list. If an agreement is unable to be reached, each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

It shall be understood in disputes involving interpretation of the Contract, that the arbitrator will only interpret the Contract and will not have the power to add to, delete from, or amend any part of this Contract. All fees and costs of the arbitrator and court reporter, if any, will be shared equally. The decision of the Adjustment Board shall be final and binding on both parties.

The Employer recognizes the right of the Union to investigate circumstances surrounding any grievance and agrees to cooperate with the Union in such investigation.

Upon mutual agreement between the Employer and the Union any or all of the time limits as set forth in the grievance procedure may be extended.

The grievance meetings shall be held during the regularly scheduled hours of the Employer's Union Representatives and they shall suffer no loss in pay while attending the grievance meeting.

There shall be a minimum of two (2) Union Representatives, one of which shall be employed by the Employer, at each grievance meeting but the Employer shall only be obligated to pay for those that are employed by the Employer.

An employee may present his/her grievance to the employee's immediate supervisor within fifteen (15) working days from the first occurrence and to other successive levels of management up to and including the department manager (or authorized representative as may be required to resolve the grievance without Union intervention. The resolution of an employee grievance may not be inconsistent with the terms of this contract. A Union Representative will be given an opportunity to be present at the resolution of any employee grievance concerning the interpretation or application of the terms of this contract. If an employee presents his/her own grievance and it is not resolved in the grievance procedure, it will not be eligible for arbitration.

Due to the strict timelines set forth herein, every effort shall be made by both the Employer and the Local Union to communicate via multiple forms of communication (i.e. email, fax, phone, etc.) that written notifications of

grievances, decisions or appeals have been sent. The Local Union and the Employer will also make every effort to communicate with one another during the grievance process in an attempt to resolve grievances at the lowest step possible.

11. PROGRESSIVE DISCIPLINE

No employee who has passed their introductory period shall be disciplined, reprimanded or discharged without just cause as defined in District Policy Section 2150.101. All written disciplines, reprimands and discharge notices shall be signed by the department head or the General Manager and given to the employee and the shop steward.

Introductory employees are not included under this Policy.

When an employee is given a written notice of disciplinary action, the department head will be present. The Employer will notify the Union within 24 hours of delivering the notice.

Each reprimand occurrence shall be canceled after twenty-four (24) months providing no other occurrences have taken place.

The following is a guideline for progressive discipline of Employees by the Employer:

1. First Written Warning (all pertinent facts are part of the notice).
2. Second Written Warning
3. Unpaid Suspension
4. Termination

However, it is understood that the Employer is not strictly bound by this guideline and that the Employer can seek a higher level of disciplinary action for more severe acts of misconduct with just cause.

WRITTEN WARNINGS

An employee who is issued a written warning by the Employer as a progressive disciplinary action has the right to respond to such warning in writing within ten (10) days of it being issued and to schedule a meeting with the General Manager to discuss said response. Upon receipt of a timely written response, the General Manager will schedule a meeting with the employee and the Union (if the employee requests the Union also be present) to review the written response and hear the reasons the employee believes the warning is unwarranted. At the conclusion of the meeting, one of the following options will result:

- If the General Manager believes the written warning is unwarranted, it will not be placed in the employee's personnel file.
- If the General Manager and the Union (only if the Union attends the meeting) believe the written warning is warranted, the written warning, the employee's written response and documentation of the meeting will be placed in the employee's personnel file.
- If the General Manager believes the written warning is warranted, but the Union (only if the Union attends the meeting) believes the written warning is unwarranted then the employee may immediately notify the General Manager that the employee would like to appeal the decision to the Board of Directors at their next regularly scheduled Board meeting. The Board will hear the matter in closed session and will determine the merit of the written warning and whether or not it should be placed in the employee's personnel file. If the Board determines the written warning is warranted, the employee's written response, documentation of the General Manager and Board meeting, and a written response from the Union will be placed in the employee's personnel file with the written warning. Written responses from the Union must be submitted to the Employer at least five (5) days prior to the Board meeting.

UNPAID SUSPENSION OR TERMINATION OF EMPLOYMENT

For any employee who is issued an unpaid suspension, or termination of employment, the following procedures apply:

1) Proposed Notice of Discipline - Procedure

If the Employer proposes an unpaid suspension or termination of employment, the employee shall be served with a written notice of the proposed disciplinary action. Such notice shall:

- State the charges and specifications against the employee;
- Include all information relied upon in making the decision to propose disciplinary action.
- Advise the employee of the right to respond to the proposed discipline, either orally or in writing to the General Manager or his or her designee within five (5) working days from the date the proposed discipline was served on the employee,
- State that the employee's response will be considered before the proposed disciplinary order goes into effect including a pre-disciplinary Skelly conference prior to the imposition of the proposed discipline.

2) Employee Response and Skelly Conference

Upon the employee's request within five (5) working days following service of the Notice of Proposed Discipline, a pre-disciplinary Skelly conference that will be overseen by the General Manager or his or her designee will be scheduled. The pre-disciplinary Skelly conference is an informal meeting for the employee to provide a response to the proposed disciplinary action. It is not a formal or adversary hearing and the employee shall not be entitled to call or cross-examine witnesses. The employee shall have the right of representation at the Skelly conference, if so requested.

In the alternative, an employee may also provide a written response to the proposed discipline to the General Manager or his or her designee within five (5) working days following service of the Notice of Proposed Discipline.

The General Manager may, after consideration of all information received, decide to sustain, modify, or reject the proposed disciplinary action.

Service of an order for disciplinary action or any notice required to be given to an employee will be deemed sufficient and complete when delivered in person to the employee to whom it is directed, or when it is sent by certified mail, postage prepaid, to the last known address of the employee.

3) Final Notice of Discipline

If an unpaid suspension or termination of employment is proposed by the Employer, a written final Notice of Discipline shall be provided to the employee at some point either after the Skelly Conference is conducted or following the expiration of the five (5) working day period to provide a response to the proposed discipline, and shall include the following information:

- The level of discipline, if any, to be imposed, as well as the charges and a summary of facts on which the disciplinary action is based.
- The effective date(s) of the disciplinary action.
- A copy of all written materials, reports, or documents upon which the discipline is based.
- Any rights of appeal of the disciplinary action.

4) Post-Discipline Evidentiary Appeal

An employee who is issued a final disciplinary action of an unpaid suspension or termination of employment has the right to a post-discipline evidentiary appeal hearing. Such appeal must be filed with the General

Manager within ten (10) calendar days following receipt of the Final Notice of Discipline. The appeal must be in writing and must set forth the grounds or basis for the appeal. If the employee involved does not file said appeal within the timeline above, the employee then waives any right to appeal the disciplinary action. Regardless of whether or not the employee appeals the final disciplinary action, the underlying discipline will be deemed imposed by the Employer at the time it is served on the employee.

a. Hearing Officer

For appeals where the employee is represented by the Union, the appeal will be overseen by an arbitrator who will serve as the Hearing Officer, and whose decision will be final and binding. The arbitrator will be selected from a list of at least five (5) qualified arbitrators provided by State Mediation and Conciliation Services (SMCS). The Union and the Employer will mutually agree to select one of the arbitrators from the list. If an agreement is unable to be reached, each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin. The fees and expenses of the arbitrator and a court reporter (if applicable) shall be shared equally by the Union and the Employer.

For appeals where the employee is not represented by the Union and initiates the appeal on his/her own behalf, the appeal will be submitted to the District's Board of Directors, who will then serve collectively as the Hearing Officer and oversee the hearing pursuant to this Article. The decision of the Board of Directors will be final.

Each party shall bear the costs of its own presentation including, but not limited to, preparation and posting of hearing briefs (if applicable).

b. Hearing.

Upon receipt of a written appeal from an affected employee, the General Manager shall arrange for a hearing as provided in this section. Said hearing shall be conducted within a reasonable time after receipt of a timely written appeal, as determined by the Employer and based on the availability of the Hearing Officer.

- i. *Date and Time of the Appeal Hearing:* Once the appeal hearing officer has been designated, the Hearing Officer will set a date for an appeal hearing.
- ii. *Prehearing Notice of Witnesses and Evidence:* No later than 10 days before the hearing date, each party will provide the other and the Hearing Officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except

rebuttal evidence) to be submitted at the hearing. The Employer will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.

- iii. *Subpoenas*: Upon the request of either party, and upon his or her own motion, the Hearing Officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving his/her/its own subpoenas. District employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. District employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.
- iv. *Continuances*: The Hearing Officer may continue a scheduled hearing only upon good cause shown.
- v. *Record of the Appeal Hearing*: The hearing shall be recorded, either electronically or by a court reporter, at the option of the Employer. If the Employer orders a transcript or makes a transcript of the recording, the Employer will notify the employee within three days of ordering or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.
- vi. *Employee Appearance*: The employee must appear personally before the Hearing Officer at the time and place set for the hearing. The employee may be represented by any person he or she may select.
- vii. *Conduct of the Hearing*:
 - Sworn Testimony: All witnesses shall be sworn in prior to testifying. The Hearing Officer or court reporter shall request each witness to raise his or her hand and respond to the following: “Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?”
 - Evidence: Hearings need not be conducted according to technical rules relating to evidence and witnesses, but

hearings shall be conducted in a manner that the Hearing Officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The Hearing Officer shall determine the relevance, weight and credibility of testimony and evidence.

- Exclusion of Witnesses: During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
- Burden of Proof: The Employer has the burden of proof by the preponderance of the evidence.
- Authority of Hearing Officer: The parties will address their remarks, evidence, and objections to the Hearing Officer. The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may limit redundant or irrelevant testimony, or directly question the witness. The Hearing Officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of the Employer's applicable policies or this MOU agreement, except where otherwise provided
- Professionalism: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the Hearing Officer.

viii. *Written Briefs*: Either party may request to submit a written brief and/or a draft decision. The Hearing Officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.

c. Failure of Employee to Appear.

Failure of the appellant to personally appear at the hearing shall be deemed a withdrawal of his/her appeal and the Final Notice of Discipline shall be final.

d. Decision.

The Hearing Officer will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the Hearing Officer of his/her address. A copy of the decision shall also be provided to the General Manager. The Hearing Officer may sustain, reject, or modify any or all of the charges filed against employee. If the disciplinary action is reversed or modified by the Hearing Officer, he or she may determine whether the employee is to be compensated in all or in part for the time lost on or after the date the disciplinary action went into effect.

e. Appeal of Decision

Where the Hearing Officer was an arbitrator, the decision of the arbitrator is final and binding and would only be subject to judicial review as provided under California Code of Civil Procedure section 1280, *et. seq.*

Where the Hearing Officer was the Board of Directors, pursuant to Code of Civil Procedure Section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Tuolumne.

12. PERSONNEL FILES

EMPLOYEE ACCESS

1. Employees who wish to review their own files shall provide a written request to their immediate supervisor and shall normally have such request granted within ten (10) business days (excluding week-ends). Additionally, the file shall be reviewed within the presence of management.
2. Copies of relevant materials within the personnel file shall be provided on written request by the employee. Relevant materials include items in which the employee has signed, initialed or are in regards to their job performance. Written requests for copies of other materials contained in the personnel file shall not be unreasonably denied.
3. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
4. In any case where the Employer and the Union agree to revise personnel record materials, the Employer shall provide evidence of the revision.

MANAGEMENT ACCESS

A member of management may view only the personnel files of Employees who are currently in his/her area of responsibility, or are a prospective candidate for a vacant position in his/her area of responsibility. In handling personnel files, management shall maintain the security and confidentiality of such files and store such files in a secure area when not in immediate use.

PURGING THE PERSONNEL FILE

1. Disciplinary materials, including complaint letters, shall be removed from an Employee's personnel file after twenty-four (24) months.
2. If grieved or arbitrated and/or the charges of the offense are determined to be without merit or otherwise withdrawn, all records shall be purged of any references.
3. It is understood by both parties that the Employer shall not be required to remove copies of public records or documents which are required to be retained by applicable law, government regulations, or other legal requirements. In order to comply with California Government Code Section 6200, the words *purged* and *removed* shall mean "placed in a sealed envelope labeled "CONFIDENTIAL: DO NOT OPEN. MAY ONLY BE PROVIDED UNDER SUBPOENA".

ELECTRONIC FILES

In the event that all or part of the personnel file becomes computerized or stored in any other form than the paper files currently used, all these same provisions shall apply.

13. UNION REPRESENTATION/UNION ACCESS

At any investigatory interview, between a Manager of the Employer and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative shall be present if the employee so requests. The employee and the Union representative shall be informed of the subject of the meeting and shall be allowed a reasonable period of time to consult prior to, and after, the meeting, if requested.

If the Union representative is an employee of the Employer, they will not suffer a loss of pay while in either a disciplinary or investigatory meeting.

One Union Representative, or designee, that is an Employee of the Employer, may attend, at the discretion of the Union Representative, all Employer Board meetings that have personnel-related items on the agenda and will not suffer a loss of pay while attending.

14. INTRODUCTORY PERIOD/EMPLOYEES

New Employees

An employee who has been newly hired to the District to fill a regular position in any job classification and has fewer than twelve (12) months of continuous service with the Employer is an introductory employee. Upon completion of twelve (12) months of continuous service in said work classification, and upon the General Manager's decision to retain said employee, the introductory period shall be deemed complete and said employee shall no longer be considered an introductory employee. Prior to completion of the introductory period, employees are at-will and can be terminated by the Employer at any time with or without reason or right of appeal.

Promoted Employees

An employee who has completed the new employee introductory period with the Employer, but has been promoted to fill a new regular position in any job classification and has fewer than twelve (12) months of continuous service with the Employer in said job classification is an introductory employee. Upon completion of twelve (12) months of continuous service in said work classification, and upon the General Manager's decision to retain said employee in said job classification, the introductory period shall be deemed complete and said employee shall no longer be considered an introductory employee. Prior to completion of the introductory period for promoted employees, the Employer may demote employees to their previous job classification at any time with or without reason or with or without notification or right of appeal.

Introductory Period Extension

The General Manager has the discretion to extend the introductory period for up to six additional months for a maximum total of eighteen months if any issues arise in the twelve month introductory period that require further evaluation. Any such extension shall be in writing, issued prior to the end of the initial twelve months.

15. MANDATORY MEETINGS AND REQUIRED TRAINING

MANDATORY MEETINGS/TRAINING

All Employer or governing agency mandatory meetings or required on-site training will be paid by the Employer. If an Employee is already working a shift during those hours, his/her pay will continue as usual as if s/he were working his/her normal shift. If an Employee must come in on his/her time off in order to fulfill a meeting or training, s/he will be paid the overtime rates per the Contract, but not less than two hours of Overtime pay, even if the meeting lasts less than two hours. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance. The Employer will provide as much notice as possible for mandatory

meetings or required training that occurs outside an Employee's regular schedule and not less than fifteen (15) day's notice, except in cases of emergency situations. Employees will not attend mandatory meetings or complete required training without compensation.

Employees required to return to work outside of the employees' normally assigned work shift for the purpose of attendance at Employer meetings or trainings will receive a minimum of two (2) hours of Overtime compensation even if the meeting or training lasts less than two hours. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance. The Employer will provide as much notice as possible for requiring them to return.

An Employee who has a legitimate reason to miss a meeting shall be excused without penalty. Examples of legitimate excuses include medical, bereavement, military deployment, jury duty, etc. In those situations where an employee has been excused from attending a mandatory meeting or required training, the Employer will make reasonable efforts to insure the employee is able to make it up at a later date or receive the information from an alternative source as long as there is no additional expense to the Employer.

When introducing a new policy or new equipment, the Employer shall provide all the materials and training necessary to implement the new policy or equipment.

EDUCATION AND TRAINING TIME

Time spent at Employer-approved lectures, work courses, or training programs is counted as time worked, unless that time is outside normal working hours.

CERTIFICATIONS

For job classifications that require state certifications, the employer will provide paid time to complete their required continuing education hours. If it is during their regular scheduled shift they will be compensated at their regular rate of pay to maintain their continuing required education hours and the Employer will pay for the costs of any required certification/training/education to obtain and maintain certifications. The Employer reserves the right to determine level of certification requirements needed for each job classification. Employee supervisor and/or General Manager also reserve the right to determine if training will be electronic, by correspondence or if travel is required. All certification training must be pre-approved at department head level. Employees who fail to obtain or maintain required certifications shall be subject to disciplinary action up to or including termination.

Attendance outside regular working hours at specialized or follow-up training that is not required by law for certification does not constitute compensation hours of work.

The Employer may require employees with Water/Sewer job classifications to obtain a Class A driver's license at any time. The selection and number of employees the Employer requires to obtain a Class A driver's license will be at

the sole discretion of the Employer. The Employer will pay for the costs of licensing/training/education that the Employer deems necessary to obtain and maintain the Class A license. Required employees will be provided a minimum of six (6) months to obtain their Class A permit and take the Class A license test. The employee will be provided a total of twelve (12) months to obtain their Class A license.

Water/Sewer employees required to obtain their Class A license will be paid an annual stipend of \$500, paid in equal amounts per paycheck. The first year of the employee's annual stipend will be prorated for the remainder of the fiscal year, based on the date the license was obtained.

16. EMPLOYEE CLASSIFICATIONS

REGULAR FULL-TIME EMPLOYEES

A regular full-time employee has an established job classification, works a standard work week of forty (40) hours on a continuing basis over a full twelve (12) month year, has successfully completed the initial introductory period and is entitled to all employee benefits.

BENEFITED PART-TIME EMPLOYEES

A benefited part-time employee is a part-time employee that works 1,000 hours or more each fiscal year. These employees are entitled to employee benefits, except that benefited part-time employees must work a minimum of 30 hours per week to be entitled to health, vision and dental benefits.

NON-BENEFITED PART-TIME EMPLOYEES

A non-benefited part-time employee is a part-time employee that works less than 1,000 hours each fiscal year. These employees are not entitled to employee benefits.

17. HOURS OF WORK/MEALS & REST PERIODS

The work week shall consist of seven (7) consecutive days from 12:00 A.m. Monday through 11:59 p.m. Sunday. Work hours begin at 7:00 a.m. and end at 4:00 p.m., Monday through Friday. The basic day of work for full-time employees is eight (8) hours, exclusive of a one (1) hour meal period, which is not compensated. Rest periods are provided on employer-paid time for a period of fifteen (15) minutes during each four (4) consecutive hours of work. Breaks may be taken roughly in the middle of each four-hour period and may not be added to meal periods or used to come in early or leave late.

Management reserves the right to create alternate shifts and/or modify schedules.

The employer shall furnish meals or pay a meal allowance of \$15.00 for employees who are required to work overtime on non-emergency or emergency work as follows:

- When an employee is held over on duty for more than two and one-half hours (2-1/2) after a full eight hour shift ends, and every fourth hour thereafter, the employees shall be permitted, if they so choose, a one-half hour meal period.
- When an employee is called back to work and is on duty for a period of four consecutive hours and every fourth hour thereafter, the employee shall be permitted, if they so choose, a one-half hour meal period.

It is understood that taking a rest period should not interfere with the normal course of work.

18. OVERTIME

Authorized overtime (OT) is compensated at one and one-half (1 ½) times an employees regular rate of pay for all hours worked over eight (8) hours in one day or forty (40) hours in a single work week. Employees will be paid double time for work after twelve (12) hours in a day or for all hours worked in excess of eight (8) hours on the 7th consecutive day of work in a work week. For the purposes of calculating overtime, a day begins at 12:00 a.m. and ends at 11:59 p.m. on the same calendar day.

Overtime will be rotated in an attempt to be fair to all.

COMPENSATORY TIME OFF

Employees may elect to earn Compensatory Time Off (CTO) in lieu of receiving overtime pay. CTO will be earned at the rate of time and one half and can be accrued up to a maximum of 100 hours within a fiscal year. All CTO must be used or sold within the fiscal year. Employees may only sell CTO once in November (payable on the first pay date in December) and once in June (payable in the first pay date in July). Employees must declare their intent to either sell or use their CTO by April 1st of each year.

AFTER HOURS DE MINIMUS TIME WORKED

Any employee required to work remotely after normal working hours (whether on-call or not) will get paid after five (5) **continuous** minutes of work performed. This work may **include**, but is not limited to such duties as SCADA monitoring, customer phone calls or work requested by manager. All such work will be compensated at a minimum of 30 minutes at one and on-half (1 ½) times the employee's normal hourly rate after a minimum of five (5) continuous minutes is worked. If the employee must travel to the District, the time worked will be counted as call-out time per Section 19.

If continuous or intermittent remote monitoring is required for any one individual problem, then time will be counted in 15-minute increments beyond the initial 30 minutes.

The employee must record the date, time, reason for the remote work and the amount of time worked.

19. ON-CALL DUTY

Due to the potential emergency nature of water and wastewater operations, the Employer must have employees available and on-call after normal working hours, including nights, weekends and holidays.

On-call schedules will be posted and employees' on-call status will be rotated in an attempt to be fair to all. Employees can use the time spent on on-call duty primarily for their own benefit, however, they must be accessible by telephone or pager and shall report to the District (if needed) within 30 minutes.

ON-CALL PAY

Employees are paid the following for being on-call, regardless of whether or not they are called in to work:

Weekdays: \$45

Weekends/Holidays/Regularly Scheduled Days Off: \$65

CALL-OUT PAY

Any employee called back to work after the regular work shift (call-out) shall be entitled to call-out pay, which is a minimum of two (2) hours of overtime.

Once an employee is dispatched to respond to a call-out, time is counted as overtime and is paid at one and one-half (1½) times the employee's normal hourly rate. Time begins when the employee gets the call and starts travel to the work site and ends when the employee returns home. The employee must record the date, time, reason for call-out, and the amount of call-out duty worked.

Special tours of duty scheduled in advance (24-hour notice) are not call-out hours for purposes of this section.

An employee need not be assigned on-call duty to be entitled to receive call-out compensation.

ON-CALL VEHICLE USE

When performing on-call duty, employees shall be allowed, if the employee so chooses, to take their assigned Employer vehicles home in conjunction with the Employer Policy. Any changes to the Employer Policy regarding the use of vehicles must be negotiated with the Union.

20. HIGHER CLASSIFICATION

An employee assigned by management to work in a higher paying job classification in which the employee works more than 51% of his/her normal shift, shall be paid at the higher classification for the entire day(s).

21. UNIFORM ALLOWANCE & CELL PHONE STIPEND

The Employer will provide \$900 per fiscal year per regular employee in the Water and Sewer departments for purchasing everyday safety boots, shirts, (t-shirts or collared shirts), pants, hats and foul weather gear. The Employer will provide all other personal protective equipment required. The employee may choose to be reimbursed by the District based on actual costs instead of receiving a stipend. Reimbursements will require submittal of receipts. Employees must choose which reimbursement method they prefer prior to the first pay period in the fiscal year and cannot change said method until the following fiscal year.

The District will reimburse water and sewer employees up to \$200 for prescription safety glasses once every two fiscal years. Reimbursement will require receipts documenting actual costs.

Employees required to possess cellular phones per Employer Policy 2120, "District Cellular Telephones", may elect to use their personal cellular phone instead of an Employer-provided cellular phone. Employees who elect to use their personal cellular phone will receive a taxable monthly stipend of \$40 per month. Employees electing to receive the stipend must possess and maintain a personal cellular phone capable of performing the required employer business functions and must make their personal cellular phones available for all business uses while they are at work or performing on-call duty.

22. SENIORITY

The Employer agrees to consider seniority as a factor when determining promotions, transfers, layoffs, recalls from layoffs, shifts and vacation preference.

Seniority shall be based on total time worked for the Employer. The Employer will maintain a current seniority list which includes the names of employees in order of their seniority.

If an employee terminates and is rehired within one (1) year, the employee will bridge all of their previous time. If the employee is rehired after one (1) year, the employee will bridge all of their previous time after two (2) consecutive years of employment.

If employees have the same seniority date, the tie breaker will be the last 4 digits of the employees Social Security number. 9999 will be the high number and 0000 will be the low number. The employee with the highest number will have the higher seniority.

23. PROMOTIONS

Any employee shall have the right to apply for any vacant position and shall be evaluated and considered in the same manner as all other applicants. Current, qualified employees applying for the position will be given special consideration. An employee who is promoted will be changed to the first step within the range for the new classification which results in a pay increase over the employee's rate of pay in his old classification.

24. LAYOFFS & RECALL

If permanent lay-off and/or temporary lay-off of one week or more is foreseeable for any employee(s), then ten working days notice, or ten days pay in lieu of notice, shall be given to the employee(s) involved. Seniority, and qualifications, shall be considered as factors in determination of lay-off status.

For a period of one (1) year from the affected date of layoff, an employee who was laid off shall be offered recall to their prior job title if the position becomes available. The employer shall notify the employee by certified mail at their last known address and the former employee shall have fifteen (15) calendar days to respond to the notice. This time period will commence upon the Employer's receipt of certified mail notification. Failure on the former employee's part to respond constitutes a rejection of the recall offer. Total process time may not exceed forty-five (45) calendar days from date of certified mail receipt of mail being sent.

25. HEALTHCARE/DENTAL/VISION

HEALTHCARE AND DENTAL

The Employer provides accident, health and hospital insurance to benefited employees and their dependents. The Employer will provide the Silver PPO Plan through Special District Risk Management Authority (SDRMA) and will continue to provide coverage equal to this for the life of this Contract.

In addition to the healthcare insurance plan, the Employer will provide a Health Reimbursement Arrangement (HRA) account to each employee. The Employer will contribute the following amounts into each employee's HRA account at the beginning of each calendar year:

- \$4,250 Single Employees w/no Dependents
- \$6,250 Employees who are Married or have one Dependent
- \$7,250 Employees with Family of 3 or more

Unspent HRA funds will not rollover each year.

Funds placed into employee's HRA accounts can be used for dental expenses and will be the District's only contribution toward employee dental expenses. No other dental insurance will be provided.

EMPLOYEES WHO DECLINE HEALTHCARE COVERAGE

Up to 25% of the District's employees may decline healthcare coverage. Any employee who has declined coverage prior to the effective date of this Contract will have the right to continue to decline coverage. New opportunities to decline health coverage will first be offered to employees with the most seniority.

Employees who decline healthcare coverage must provide proof of minimal essential health coverage through another group coverage plan.

Employees who decline medical coverage prior to January 1, 2019, will receive the following:

1. 50% of the premium that would have been paid by the Employer.
2. The Employer will contribute the following amounts into employee's HRA account at the beginning of each calendar year for health and dental costs:
 - \$2,875 Single Employees w/no Dependents
 - \$4,125 Employees who are Married or have one Dependent
 - \$5,125 Employees with Family of 3 or more

Employees who opt to decline coverage after January 1, 2019, assuming an opportunity to decline is available, will not receive the above benefits. Instead, the District will contribute the following amounts into each employee's HRA account at the beginning of the calendar year for health and dental costs, provided that these amounts shall never exceed the IRS maximum allowable contribution:

- \$5,050 Single Employees w/no Dependents
- \$10,250 Employees with one or more Dependents

EMPLOYEE SHARE OF HEALTH PREMIUMS

Employees will be responsible for 10% of the total cost of Employee's health insurance plan premium. The Employee's contribution will be taken from their paycheck in equal amounts throughout the calendar year.

VISION

The Employer provides vision care insurance to all benefited employees and their dependents at no cost to the employee.

26. RETIREMENT

The Employer provides benefited employees covered under this Contract with retirement benefits through the California Public Employees Retirement System (CalPers). The benefit plan is 3% @ 60 for employees hired before January 1, 2013 or for "classic" members, as defined by CalPERS, hired after January 1, 2013.

Employees will pay the full share of CalPERS employee contribution.

Benefited employees hired on and after January 1, 2013 and designated as "new members" to CalPERS who are non-safety employees shall be enrolled in the 2% @ 62 retirement formula as required by law under PEPRA. As required under PEPRA, "new members" shall:

- Individually pay an initial Member contribution rate of 50% the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater; and
- Have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.

Any provision in this Contract which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.

27. PAID TIME OFF (PTO)

SUBPOENA

Any regular employee who is subpoenaed to appear before any court, concerning Employer business, commission, board, or other legally constituted body for the purpose of testifying on behalf of the Employer will be paid their regular pay. Hours paid for witness duty on behalf of the Employer will be counted as hours worked for the purpose of computing vacation pay, health & welfare and pension contributions. If an employee is not a party to proceedings and is subpoenaed, the Employer will pay the employee their regular pay, however if subpoenaed for any other reason, the time off will be excused but not paid.

JURY DUTY

Any regular employee covered under this Contract who is required to report to jury duty or jury panel service will be paid their regular pay, not to exceed eight (8) hours per day or forty (40) hours per week. The employee will keep all mileage checks issued by the court. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation pay, health & welfare and pension contributions.

DEATH IN IMMEDIATE FAMILY

An employee who is absent because of the death in the employees immediate family shall be excused with pay for a maximum of five (5) days. Immediate family means spouse, or significant other, living in the same household, child, mother, father, brother, sister, grandparents, mother in law, father in law, brother in law, or sister in law. Family members covered include: Biological, Adopted, Foster, Legal Guardian or Step-Parent & Step Child. This definition may be expanded by the employer to include other persons the employee had enjoyed a parent or family like relationship.

28. SICK TIME

Sick time will remain in effect as in the Employer Policy for the duration of the Contract, except that Employees will only need to provide a doctor's note for absences greater than five days.

29. RETIREE HEALTHCARE

The Employer will offer participation in the below plans (or equivalent) for retiree healthcare. The entire cost of participating in these plans shall be borne by the retiree.

- Special District Risk Management – Gold PPO Plan
- Special District Risk Management – Silver PPO plan
- Special District Risk Management – Kaiser Plans

30. OTHER BENEFITS

The Employer will provide access for other benefits carriers, such as AFLAC, to provide other benefits at the employee's expense. Other benefits include life insurance, accident, short term disability, cancer indemnity, hospital confinement sickness indemnity, hospital protection and specified health event protection.

31. HOLIDAYS

The following shall be recognized and observed as paid holidays:

New Years Eve
New Years Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

In addition to those days listed above, all Regular full-time employees covered under this Contract shall be provided paid holiday time off for the following days:

- One (1) personal leave day (floating holiday) per fiscal year, taken one full day at a time.
- Any day declared as a holiday by the President of the United States or Governor of the State of California.
- Any day declared a holiday at the discretion of the General Manager for the Employer.

All regular full time employees shall receive eight (8) hours pay for each of the holidays listed above. If a holiday falls on the normal working day of a benefited part-time employee, that employee shall receive holiday pay for their normally scheduled hours, up to a maximum of eight (8) hours, for that day.

32. VACATIONS

Paid vacation time is provided by the Employer to benefited employees and is intended to be a period of exemption from work with pay for the purpose of rest, relaxation, and recreation. This respite is a benefit and is intended as an aid in maintaining a long term and consistent productivity and contentment of the employee. Paid vacation time shall be accrued monthly according to the following schedule:

0-5 years of service - 10 days
After Employee's 5th service anniversary - 15 days
After Employee's 10th service anniversary - 20 days
After Employee's 15th service anniversary - 25 days

Vacation accrual changes will begin on the service anniversaries listed above.

One day is equivalent to eight (8) hours for regular full-time employees. For benefited part-time employees, one day vacation will be prorated based on the number of normally scheduled hours in a forty hour work week.

NOTE Employees must have 6 months of continuous service prior to using accrued vacation.

The vacation selection process will begin December 1st for the following year. Vacations shall be selected by seniority within each employee classification. An employee is not required to select any of their vacation during this time and can select it day at a time or full weeks anytime during the year on a first come first served basis. An employee requesting to take one (1) or more days shall normally submit their request no later than five (5) working days prior to commencing vacation to allow for shift coverage. An employee shall be allowed to cancel scheduled vacation and reschedule.

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

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

While the Employer desires employees to use accumulated vacation time, employees may request such pay from accumulated vacation time up to 100% of their earned vacation at a maximum of 120 hours per fiscal year.

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

33. LEAVES OF ABSENCE

MEDICAL LEAVE

A medical leave of absence may be granted to employees covered under this Contract for non-work-related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to four (4) months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. If an employee is granted a medical leave the Employer will pay that employee sick pay for the period of time equivalent to the employee's accumulated sick pay earned. Employees also may use any paid vacation time or compensatory time off previously accrued to supplement sick time. Unless sick leave, vacation or compensatory time off benefits are available, medical leaves of absence are without pay. Vacation and

sick leave is not earned during the unpaid portion of the medical leave of absence and an employee on medical leave is not eligible for holiday pay.

The Employer will continue to pay its share of the premiums for disability, medical, dental, vision, and like insurance for benefited employees on authorized medical leave of absence without pay for up to thirty (30) days on such leave. Thereafter, continuing such premium payments will be at the discretion of the General Manager. Should any Employer-provided insurance coverage be terminated, the General Manager will notify the employee of such termination and inform the employee of available options. Upon return to work, employees become eligible for reinstatement in accordance with the terms of the agreement with the insurance carrier then in effect.

An approved medical leave begins on the first day the employee's doctor certifies that he/she is unable to work and ends when a doctor certifies that the employee is able to return to work or after a total of four (4) months of leave, whichever occurs first. Supervisors will supply employees with a form for the doctor to complete; showing the date of disability and the estimated date of return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

When an employee returns from a medical leave of absence at or before the four (4) month period, the employee will be allowed to return to their former position or some other comparable position. If the employee is on a leave longer than four (4) months, their return to work will depend on job openings existing at the time of their scheduled return.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. The Employer will fully comply with these laws. Medical Leave shall not be in addition to leave provided by either of these laws.

PERSONAL LEAVE

Employees who are faced with a severe personal problem that does not fall under other law or regulation may, at the discretion of the General Manager, be granted up to six (6) months of unpaid personal leave. An extension of the leave may be granted depending on individual circumstances. Vacation and sick leave is not earned during the unpaid portion of the personal leave of absence and an employee on leave is not eligible for holiday pay. Generally, an employee may be required to pay for Employer-provided insurance during the unpaid portion of their leave. Each request, which must be in writing, is subject to approval by the General Manager based on the type of leave, length of employment and the needs of the Employer. Reasonable advanced notice is important so that arrangements can be made to cover the duties of the employee during the leave.

The Employer will continue to pay its share of the premiums for disability, medical, dental, vision, and like insurance for benefited employees on authorized

personal leave of absence without pay for up to thirty (30) days on such leave. Thereafter, continuing such premium payments will be at the discretion of the General Manager. Should any Employer-provided insurance coverage be terminated, the General Manager will notify the employee of such termination and inform the employee of available options. Upon return to work, employees become eligible for reinstatement in accordance with the terms of the agreement with the insurance carrier then in effect.

Approved personal absences of shorter duration than two weeks are not normally treated as leaves, but rather as excused absences without pay.

MILITARY LEAVE

Employees who wish to serve in the military and take military leave will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395, and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such employee(s) should contact their supervisor for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service provided they return or apply for reinstatement within the time allowed by law. The employee shall be reinstated from the Military LOA at the same salary that he/she would have been eligible to receive had he/she been on the job.

34. WAGES

Provided employees have a satisfactory performance evaluation they shall automatically get Step Advancement increases on July 1st of each year per the current schedule.

The Employer will adjust base wages during the term of this Contract as follows:

- A. 2% increase for the Customer Services Representative job classification effective July 1, 2022.
- B. 2% Cost of Living Adjustments (COLA) will be granted during the life of this Contract, effective each July 1st, beginning on July 1, 2022.
- C. The above COLA value will be adjusted if the 12-month Consumer Price Index (CPI) change for the month of March meets the below conditions. CPI will be based on the US City Average (1982-84 = 100) for Urban Wage Earners and Clerical Workers (CPI-W) reported by the U.S. Bureau of Labor Statistics.
 - COLA will be 3% if CPI is equal to or greater than 3%.

35. MANAGEMENT RIGHTS

Nothing in this Contract is intended nor shall it be construed as denying or in any manner limiting the right of the Employer, in its judgment, to control and supervise all operations and direct all working forces, including, but not limited to the right to select and hire, discharge, suspend or discipline for just cause, classify, lay off, recall, promote, demote or transfer employees or relieve them from their duties, establish schedules, hours of work, shift assignment, maintain existing work rules and modifications thereof as may be reasonable and necessary, and to do any and all things necessary to manage, control and administer its operations efficiently and economically.

Contract Ratification and Membership Approval:
May __, 2022

TWAIN HARTE COMMUNITY SERVICES DISTRICT:

Tom Trott, General Manager

Gary Sipperley, Board President

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9333:

Don Ruiz, CWA Local 9333, District 9 Staff Representative

Jason Karney, CWA Local 9333, Representative

Elaine Savaiki, CWA Local 9333, President

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

Twain Harte Community Services District

and

The Communications Workers of America, AFL-CIO

EFFECTIVE:

July 1, ~~2018~~2022

through

June 30, ~~2022~~2027

Commented [TT1]: Proposal 1 - Tentative Agreement 4/14/22

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "CONTRACT"), entered into this _____, is by and between Twain Harte Community Services District (hereinafter referred to as "Employer", "District", or "THCSD") and the Communications Workers of America, AFL-CIO (hereinafter referred to as "Union"). This Contract shall be effective on July 1, ~~2018-2022~~ and shall expire on June 30, ~~2022~~2027.

Commented [T12]: Proposal 1 - Tentative Agreement 4/14/22

The purpose of this Contract is to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

1. RECOGNITION

Twain Harte Community Services District recognizes the Communications Workers of America, AFL-CIO as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all Employees covered by this Contract.

The Employer and the Union agree that the Employees covered by this Contract shall consist of the following: all Full-time and Part-time Employees in its Administrative and Water/Sewer/Parks Departments excluding Management Personnel and to any Employees who are added to the bargaining unit by unit clarification, accretion and/or agreement by the parties.

This Contract shall also apply to any other classifications which may be established and appropriately placed within a bargaining unit where the exclusive bargaining representative is the Union.

In this memorandum, when referring to "The Union" this refers to the International Union and when referring to "The Local" this refers to Local 9333.

2. MUTUAL RESPECT – UNION/MANAGEMENT RELATIONSHIP

The Employer and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual respect. To insure that this relationship continues and improves, the Employer, the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning, and consistent with the Unions status as the exclusive bargaining representative of all employees in the Unit. Each party shall bring to the attention of all Employer employees covered by this Contract, including new hires, their

purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

3. SAVINGS CLAUSE

The parties agree that should any part of this Contract be held invalid by any court of competent jurisdiction the remainder of the Contract shall remain in full force and effect and shall not be invalidated by such court action. In the event that any part of the Contract is thus invalidated, the parties will enter into immediate negotiations to cure such defect.

4. NO CESSATION OF WORK

It is agreed between the Employer and the Union there shall be no lock-outs of any kind or for any cause on the part of the Employer and that there will be no strikes (including sympathy strikes and secondary strikes) or other cessation or interference of work of any kind on the part of the Union on account of any controversy whatsoever during the term of this memorandum.

5. NO DISCRIMINATION

There shall be no discrimination by the Employer against any Employee on account of membership in or activity on behalf of the Union, provided that such Union activity shall not interfere with any Employee's regular work.

Neither the Employer nor the Union shall discriminate against any Employee on account of race, sex, age, creed, color, national origin, or political affiliation, veteran's status, sexual orientation, Union activity protected under the PERB or other basis in violation of applicable federal, state or municipal law. The Employer and the Union also agree that they shall comply with the Americans with Disability Act and where such compliance requires departure from provisions of this Contract, The Employer shall notify the Union and, upon request, shall meet and confer on the proposed action and any alternative proposals by the association.

6. TIME OFF FOR UNION ACTIVITIES

Union Stewards, as designated by the Union, will be granted reasonable time off to carry out the business of the Union. Such time off will be without pay but will be considered as time worked for the purpose of determining seniority, wage increases and other benefits. Time off for Union business shall only be granted by the Employer's General Manager and shall not exceed 40 hours per individual annually, unless granted by the General Manager. Employer requirements shall

come first and absence shall not interfere.

7. MEMBERSHIP DUES/COPE DEDUCTION

Employees may at any time execute a payroll deduction authorization form (including any Union dues, fees or assessments permitted by law) as furnished by the Union.

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The Union will be custodian of records for such deduction authorization and will provide the District with a certification that it has and will maintain an authorization, signed by the individual from whose wages the deduction or reduction is to be made. The Union shall not be required to provide the employer a copy of the Employee's authorization unless a dispute arises about the existence or terms of the authorization. However, The Union will provide the District with adequate information in the certification document for each Employee to allow the District to identify the appropriate level of deductions.

The District shall begin deductions in the amount prescribed by the Union in the first full pay period following 30 days after receipt of the written certification of Employee authorization from the Union.

The District shall direct Employee requests to cancel or change deductions to The Union and shall rely on information provided by Union regarding whether deductions for the Union were properly cancelled or changed.

The Union shall indemnify the District, its officers and employees, for (a) any claims made by an Employee for deductions made in reliance on The Union's certification regarding a dues deduction authorization and (b) any claims made by an Employee for deductions made in reliance on information regarding changes or cancellations to the deduction authorization.

Employer will provide the Union with an updated roster of eligible members on a quarterly basis.

~~The Employer agrees that, upon receipt of an individual written request on a dues deduction/COPE deduction form supplied by the union, they will deduct monthly from such employees the amount of Union dues/COPE specified in such request and forward the full amount thus deducted to the Secretary Treasurer of the Union or the Union's authorized agent as directed. Union dues shall be 2 ¼ hours of pay per month for full-time employees. Dues will be prorated for part-time employees. The Union agrees to hold the District harmless from any claims of the employees related to such payroll deductions.~~

~~The Employer shall furnish to the Union at the time of remitting the dues, a list electronically of the names, address, date of birth, social security number, date of hire, hourly wage, hours worked for pay period, job classification, status, (part-time, full time etc...), and dues paid for the period. If the employee does not consent to date of birth or social security, the Employer will provide the employee~~

~~identification number. As technology advances, the Union reserves the right to make changes to the medium used.~~

~~-~~

~~Non-member agency fee payers with conscientious religious objections to financially supporting a labor organization may arrange to make charitable contributions equal in amount to Union dues instead of paying the agency fee to the Union. The objector may choose among three non-political, non-religious national charities offered by the Union.~~

~~United Way
Pediatric Aids
American Cancer Society~~

8. UNION BULLETIN BOARDS

The Employer will provide and install one (1) Union Bulletin Board in each location that members of the bargaining unit report to work. This bulletin board shall be used exclusively for the purpose of posting Union material.

9. NEW EMPLOYEE ORIENTATION

An integral part of each represented Employee's tenure with the Employer is an understanding of the Contract and the role of the Union in the employment setting. As such, each new Employee, as part of the new employee orientation day (general orientation), shall be required to attend a mandatory one (1) hour session where s/he will receive an overview of the Union and its program. The session will be conducted by a Union representative designated by the Union. If the Union desires the Union Steward to conduct the new employee orientation, the Union Steward will not lose pay for conducting the one hour orientation. Each Employee must sign that s/he attended and failure to attend will carry the same consequence as if the Employee missed any other part of the orientation. No disparaging comments will be made regarding management or the Employer. The Employer shall receive copies of all materials to be distributed at the orientation, which shall include but not be limited to, a copy of provisions of the Contract, a Union membership card, a list of Union representatives prepared by the Union showing their departments and/or work areas and telephone numbers. The Employer shall provide to the Union a list of all Employees attending the orientation as many days possible prior to such orientation and no later than the day of the orientation.

10. GRIEVANCE & ARBITRATION

A grievance is a complaint by an employee or group of employees or by the Local Union in the employee's behalf concerning the interpretation or application

of any of the provisions of this ~~Contract~~ ~~or a complaint that an employee has in any manner been unfairly treated by the Employer.~~ Appeals of any disciplinary actions are excluded from the definition of a “grievance”, with such appeals otherwise governed by Section 11 (“Progressive Discipline”) of this Contract. The parties will endeavor to resolve the dispute at the lowest possible level.

Commented [TT4]: Proposal 15 - Tentative Agreement 4/14/22

The Local Union’s written presentation of the grievance to management will include the nature of the grievance; the date of the occurrence; the contractual article/section and/or any State or Federal laws alleged to have been violated, if applicable, or if not applicable, the source of the alleged violation (e.g. local agreement, discipline, documentation); the name of the grievant and the remedy sought.

STEP 1 - SUPERVISOR

A grievance shall be presented to the employee’s immediate Supervisor, in writing, within fifteen (15) working days, Monday through Friday, of occurrence of incident being grieved or after the date on which the fact that a grievance existed became known to the employee or the Local Union. Failure to file a grievance within said time frame shall constitute an automatic waiver of the grievance.

A Step 1 Meeting will be held within ten (10) working days of the presentation of the grievance in writing to the immediate Supervisor.

Employer will inform the Local Union of their position and rationale at the conclusion of the Step 1 meeting and in writing to the Local Union within ten (10) working days of the Step 1 meeting.

STEP 2 – GENERAL MANAGER

If no agreement has been reached, an appeal may be submitted to the General Manager within ten (10) working days of the Local Union’s receipt of the Employer’s written position at Step 1. Failure to file an appeal within said time frame shall constitute an automatic waiver of the grievance.

The Step 2 Meeting shall take place within (10) working days of the appeal to the General Manager.

Employer will inform the Local Union of their position and rationale at the conclusion of the Step 2 meeting and in writing to the Local Union within (10) working days of the Step 2 meeting.

STEP 3 – BOARD COMMITTEE

If no agreement has been reached, an appeal may be submitted to the Employer’s Board Policy Committee within ten (10) working days of the Local Union’s receipt of the Employer’s written position at Step 2. Failure to file an appeal within said time frame shall constitute an automatic waiver of the grievance.

The Step 3 Meeting shall take place at the next regularly scheduled Policy Committee meeting.

Within ten (10) days of the Policy Committee's meeting, the Employer will inform the Local Union in writing of their position and rationale at the conclusion of the Step 3 Meeting.

STEP 4 – BOARD OF DIRECTORS

If no agreement has been reached at Step 3, an appeal may be submitted to the Board of Directors of the Employer within ten (10) working days of the Local's receipt of the Employer's written position *reached* at Step 3. The Board of Directors will inform the Union of their position and rationale at the conclusion of the Step 3 Meeting and in writing to the Local union within ten (10) working days of the Step 3 Meeting. Failure to file an appeal within said time frame shall constitute an automatic waiver of the grievance.

After receiving the appeal, The Board of Directors shall schedule an appeal hearing to resolve the grievance. The Board of Directors shall review the decision of the Policy Committee and may hear additional arguments or evidence provided by either side.

The Board of Directors or its designee shall issue a decision within thirty (30) working days of the conclusion of the grievance appeal hearing.

STEP 5 – ARBITRATION

If no agreement has been reached at Step 4, the grievance may be referred by the Union to an Adjustment Board after reviewing all documentation provided in Steps 1 through 4. The Adjustment Board shall be comprised of one (1) Union representative, one (1) management representative, and one (1) representative from the State Mediation and Conciliation Service. The State Mediation and Conciliation Service will be requested to send a list of at least five (5) qualified arbitrators. The Union and the Employer will mutually agree to select one of the arbitrators from the list. If an agreement is unable to be reached, each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

It shall be understood in disputes involving interpretation of the Contract, that the arbitrator will only interpret the Contract and will not have the power to add to, delete from, or amend any part of this Contract. All fees and costs of the arbitrator and court reporter, if any, will be shared equally. The decision of the Adjustment Board shall be final and binding on both parties.

The Employer recognizes the right of the Union to investigate circumstances surrounding any grievance and agrees to cooperate with the Union in such investigation.

Upon mutual agreement between the Employer and the Union any or all of the time limits as set forth in the grievance procedure may be extended.

The grievance meetings shall be held during the regularly scheduled hours of the Employer's Union Representatives and they shall suffer no loss in pay while attending the grievance meeting.

There shall be a minimum of two (2) Union Representatives, one of which shall be employed by the Employer, at each grievance meeting but the Employer shall only be obligated to pay for those that are employed by the Employer.

An employee may present his/her grievance to the employee's immediate supervisor within fifteen (15) working days from the first occurrence and to other successive levels of management up to and including the department manager (or authorized representative as may be required to resolve the grievance without Union intervention. The resolution of an employee grievance may not be inconsistent with the terms of this contract. A Union Representative will be given an opportunity to be present at the resolution of any employee grievance concerning the interpretation or application of the terms of this contract. If an employee presents his/her own grievance and it is not resolved in the grievance procedure, it will not be eligible for arbitration.

Due to the strict timelines set forth herein, every effort shall be made by both the Employer and the Local Union to communicate via multiple forms of communication (i.e. email, fax, phone, etc.) that written notifications of grievances, decisions or appeals have been sent. The Local Union and the Employer will also make every effort to communicate with one another during the grievance process in an attempt to resolve grievances at the lowest step possible.

11. PROGRESSIVE DISCIPLINE

No employee who has passed their introductory period shall be disciplined, reprimanded or discharged without just cause as defined in District Policy Section 2150.101. All written disciplines, reprimands and discharge notices shall be signed by the department head or the General Manager and given to the employee and the shop steward.

Introductory employees are not included under this Policy.

When an employee is given a written notice of disciplinary action, the department head will be present. The Employer will notify the Union within 24 hours of delivering the notice.

Each reprimand occurrence shall be canceled after ~~Eighteen (18)~~ twenty-four (24) months providing no other occurrences have taken place.

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Commented [TT6]: Proposal 16 - Tentative Agreement 4/14/22

The following is a guideline for progressive discipline of Employees by the Employer:

1. First Written Warning (all pertinent facts are part of the notice).
2. Second Written Warning
3. Unpaid Suspension
4. Termination

However, it is understood that the Employer is not strictly bound by this guideline and that the Employer can seek a higher level of disciplinary action for more severe acts of misconduct with just cause.

WRITTEN WARNINGS

An employee who is issued a written warning by the Employer as a progressive disciplinary action has the right to respond to such warning in writing within ten (10) days of it being issued and to schedule a meeting with the General Manager to discuss said response. Upon receipt of a timely written response, the General Manager will schedule a meeting with the employee and the Union (if the employee requests the Union also be present) to review the written response and hear the reasons the employee believes the warning is unwarranted. At the conclusion of the meeting, one of the following options will result:

- If the General Manager believes the written warning is unwarranted, it will not be placed in the employee's personnel file.
- If the General Manager and the Union (only if the Union attends the meeting) believe the written warning is warranted, the written warning, the employee's written response and documentation of the meeting will be placed in the employee's personnel file.
- If the General Manager believes the written warning is warranted, but the Union (only if the Union attends the meeting) believes the written warning is unwarranted then the employee may immediately notify the General Manager that the employee would like to appeal the decision to the Board of Directors at their next regularly scheduled Board meeting. The Board will hear the matter in closed session and will determine the merit of the written warning and whether or not it should be placed in the employee's personnel file. If the Board determines the written warning is warranted, the employee's written response, documentation of the General Manager and Board meeting, and a written response from the Union will be placed in the employee's personnel file with the written warning. Written responses from the Union must be submitted to the Employer at least five (5) days prior to the Board meeting.

UNPAID SUSPENSION OR TERMINATION OF EMPLOYMENT

For any employee who is issued an unpaid suspension, or termination of employment, the following procedures apply:

1) Proposed Notice of Discipline - Procedure

If the Employer proposes an unpaid suspension or termination of employment, the employee shall be served with a written notice of the proposed disciplinary action. Such notice shall:

- State the charges and specifications against the employee;
- Include all information relied upon in making the decision to propose disciplinary action.
- Advise the employee of the right to respond to the proposed discipline, either orally or in writing to the General Manager or his or her designee within five (5) working days from the date the proposed discipline was served on the employee,
- State that the employee's response will be considered before the proposed disciplinary order goes into effect including a pre-disciplinary Skelly conference prior to the imposition of the proposed discipline.

2) Employee Response and Skelly Conference

Upon the employee's request within five (5) working days following service of the Notice of Proposed Discipline, a pre-disciplinary Skelly conference that will be overseen by the General Manager or his or her designee will be scheduled. The pre-disciplinary Skelly conference is an informal meeting for the employee to provide a response to the proposed disciplinary action. It is not a formal or adversary hearing and the employee shall not be entitled to call or cross-examine witnesses. The employee shall have the right of representation at the Skelly conference, if so requested.

In the alternative, an employee may also provide a written response to the proposed discipline to the General Manager or his or her designee within five (5) working days following service of the Notice of Proposed Discipline.

The General Manager may, after consideration of all information received, decide to sustain, modify, or reject the proposed disciplinary action.

Service of an order for disciplinary action or any notice required to be given to an employee will be deemed sufficient and complete when delivered in person to the employee to whom it is directed, or when it is

sent by certified mail, postage prepaid, to the last known address of the employee.

3) Final Notice of Discipline

If an unpaid suspension or termination of employment is proposed by the Employer, a written final Notice of Discipline shall be provided to the employee at some point either after the Skelly Conference is conducted or following the expiration of the five (5) working day period to provide a response to the proposed discipline, and shall include the following information:

- The level of discipline, if any, to be imposed, as well as the charges and a summary of facts on which the disciplinary action is based.
- The effective date(s) of the disciplinary action.
- A copy of all written materials, reports, or documents upon which the discipline is based.
- Any rights of appeal of the disciplinary action.

4) Post-Discipline Evidentiary Appeal

An employee who is issued a final disciplinary action of an unpaid suspension or termination of employment has the right to a post-discipline evidentiary appeal hearing. Such appeal must be filed with the General Manager within ten (10) calendar days following receipt of the Final Notice of Discipline. The appeal must be in writing and must set forth the grounds or basis for the appeal. If the employee involved does not file said appeal within the timeline above, the employee then waives any right to appeal the disciplinary action. Regardless of whether or not the employee appeals the final disciplinary action, the underlying discipline will be deemed imposed by the Employer at the time it is served on the employee.

a. Hearing Officer

For appeals where the employee is represented by the Union, the appeal will be overseen by an arbitrator who will serve as the Hearing Officer, and whose decision will be final and binding. The arbitrator will be selected from a list of at least five (5) qualified arbitrators provided by State Mediation and Conciliation Services (SMCS). The Union and the Employer will mutually agree to select one of the arbitrators from the list. If an agreement is unable to be reached, each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin. The fees and expenses of the arbitrator and a court reporter (if applicable) shall be shared equally by the Union and the Employer.

For appeals where the employee is not represented by the Union and initiates the appeal on his/her own behalf, the appeal will be submitted to the District's Board of Directors, who will then serve collectively as the Hearing Officer and oversee the hearing pursuant to this Article. The decision of the Board of Directors will be final.

Each party shall bear the costs of its own presentation including, but not limited to, preparation and posting of hearing briefs (if applicable).

b. Hearing.

Upon receipt of a written appeal from an affected employee, the General Manager shall arrange for a hearing as provided in this section. Said hearing shall be conducted within a reasonable time after receipt of a timely written appeal, as determined by the Employer and based on the availability of the Hearing Officer.

- i. *Date and Time of the Appeal Hearing:* Once the appeal hearing officer has been designated, the Hearing Officer will set a date for an appeal hearing.
- ii. *Prehearing Notice of Witnesses and Evidence:* No later than 10 days before the hearing date, each party will provide the other and the Hearing Officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The Employer will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.
- iii. *Subpoenas:* Upon the request of either party, and upon his or her own motion, the Hearing Officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving his/her/its own subpoenas. District employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. District employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.
- iv. *Continuances:* The Hearing Officer may continue a scheduled hearing only upon good cause shown.

- v. *Record of the Appeal Hearing:* The hearing shall be recorded, either electronically or by a court reporter, at the option of the Employer. If the Employer orders a transcript or makes a transcript of the recording, the Employer will notify the employee within three days of ordering or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.
- vi. *Employee Appearance:* The employee must appear personally before the Hearing Officer at the time and place set for the hearing. The employee may be represented by any person he or she may select.
- vii. *Conduct of the Hearing:*
- Sworn Testimony: All witnesses shall be sworn in prior to testifying. The Hearing Officer or court reporter shall request each witness to raise his or her hand and respond to the following: “*Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?*”
 - Evidence: Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the Hearing Officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The Hearing Officer shall determine the relevance, weight and credibility of testimony and evidence.
 - Exclusion of Witnesses: During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
 - Burden of Proof: The Employer has the burden of proof by the preponderance of the evidence.
 - Authority of Hearing Officer: The parties will address their remarks, evidence, and objections to the Hearing Officer. The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may limit redundant or irrelevant

testimony, or directly question the witness. The Hearing Officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of the Employer's applicable policies or this MOU agreement, except where otherwise provided

- Professionalism: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the Hearing Officer.

viii. Written Briefs: Either party may request to submit a written brief and/or a draft decision. The Hearing Officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.

c. Failure of Employee to Appear.

Failure of the appellant to personally appear at the hearing shall be deemed a withdrawal of his/her appeal and the Final Notice of Discipline shall be final.

d. Decision.

The Hearing Officer will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the Hearing Officer of his/her address. A copy of the decision shall also be provided to the General Manager. The Hearing Officer may sustain, reject, or modify any or all of the charges filed against employee. If the disciplinary action is reversed or modified by the Hearing Officer, he or she may determine whether the employee is to be compensated in all or in part for the time lost on or after the date the disciplinary action went into effect.

e. Appeal of Decision

Where the Hearing Officer was an arbitrator, the decision of the arbitrator is final and binding and would only be subject to judicial review as provided under California Code of Civil Procedure section 1280, *et. seq.*

Where the Hearing Officer was the Board of Directors, pursuant to Code of Civil Procedure Section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Tuolumne.

12. PERSONNEL FILES

EMPLOYEE ACCESS

1. Employees who wish to review their own files shall provide a written request to their immediate supervisor and shall normally have such request granted within ten (10) business days (excluding week-ends). Additionally, the file shall be reviewed within the presence of management.
2. Copies of relevant materials within the personnel file shall be provided on written request by the employee. Relevant materials include items in which the employee has signed, initialed or are in regards to their job performance. Written requests for copies of other materials contained in the personnel file shall not be unreasonably denied.
3. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
4. In any case where the Employer and the Union agree to revise personnel record materials, the Employer shall provide evidence of the revision.

MANAGEMENT ACCESS

A member of management may view only the personnel files of Employees who are currently in his/her area of responsibility, or are a prospective candidate for a vacant position in his/her area of responsibility. In handling personnel files, management shall maintain the security and confidentiality of such files and store such files in a secure area when not in immediate use.

PURGING THE PERSONNEL FILE

1. Disciplinary materials, including complaint letters, shall be removed from an Employee's personnel file after ~~eighteen (18)~~ twenty-four (24) months.
2. If grieved or arbitrated and/or the charges of the offense are determined to be without merit or otherwise withdrawn, all records shall be purged of any references.
3. It is understood by both parties that the Employer shall not be required to remove copies of public records or documents which are required to be retained by applicable law, government regulations, or other legal requirements. In order to comply with California Government Code Section 6200, the words *purged* and *removed* shall mean "placed in a sealed envelope labeled "CONFIDENTIAL: DO NOT OPEN. MAY ONLY BE PROVIDED UNDER SUBPOENA".

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ELECTRONIC FILES

In the event that all or part of the personnel file becomes computerized or stored in any other form than the paper files currently used, all these same provisions shall apply.

13. UNION REPRESENTATION/UNION ACCESS

~~At any meeting between a Manager of the Employer and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a union representative shall be present if the employee so requests. This does not include verbal counseling that will not be recorded in the employee's personnel file.~~

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At any investigatory interview, between a Manager of the Employer and an employee, wherein the employee reasonably believes that the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Union representative shall be present if the employee so requests. The employee and the Union representative shall be informed of the subject of the meeting and shall be allowed a reasonable period of time to consult prior to, and after, the meeting, if requested.

If the Union representative is an employee of the Employer, they will not suffer a loss of pay while in either a disciplinary or investigatory meeting.

One Union Representative, or designee, that is an Employee of the Employer, may attend, at the discretion of the Union Representative, all Employer Board meetings that have personnel-related items on the agenda and will not suffer a loss of pay while attending.

14. INTRODUCTORY PERIOD/EMPLOYEES

New Employees

An employee who has been newly hired to the District to fill a regular position in any job classification and has fewer than twelve (12) months of continuous service with the Employer is an introductory employee. Upon completion of twelve (12) months of continuous service in said work classification, and upon the General Manager's decision to retain said employee, the introductory period shall be deemed complete and said employee shall no longer be considered an introductory employee. Prior to completion of the introductory period, employees are at-will and can be terminated by the Employer at any time with or without reason or right of appeal.

Promoted Employees

An employee who has completed the new employee introductory period with the Employer, but has been promoted to fill a new regular position in any job classification and has fewer than twelve (12) months of continuous service with the Employer in said job classification is an introductory employee. Upon completion of twelve (12) months of continuous service in said work classification, and upon the General Manager's decision to retain said employee in said job classification, the introductory period shall be deemed complete and said employee shall no longer be considered an introductory employee. Prior to completion of the introductory period for promoted employees, the Employer may demote employees to their previous job classification at any time with or without reason or with or without notification or right of appeal.

Introductory Period Extension

The General Manager has the discretion to extend the introductory period for up to six additional months for a maximum total of eighteen months if any issues arise in the twelve month introductory period that require further evaluation. Any such extension shall be in writing, issued prior to the end of the initial twelve months.

15. MANDATORY MEETINGS AND REQUIRED TRAINING

MANDATORY MEETINGS/TRAINING

All Employer or governing agency mandatory meetings or required on-site training will be paid by the Employer. If an Employee is already working a shift during those hours, his/her pay will continue as usual as if s/he were working his/her normal shift. If an Employee must come in on his/her time off in order to fulfill a meeting or training, s/he will be paid the overtime rates per the Contract, but not less than two hours of Overtime pay, even if the meeting lasts less than two hours. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance. The Employer will provide as much notice as possible for mandatory meetings or required training that occurs outside an Employee's regular schedule and not less than fifteen (15) day's notice, except in cases of emergency situations. Employees will not attend mandatory meetings or complete required training without compensation.

Employees required to return to work outside of the employees' normally assigned work shift for the purpose of attendance at Employer meetings or trainings will receive a minimum of two (2) hours of Overtime compensation even if the meeting or training lasts less than two hours. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance. The Employer will provide as much notice as possible for requiring them to return.

An Employee who has a legitimate reason to miss a meeting shall be excused without penalty. Examples of legitimate excuses include medical, bereavement, military deployment, jury duty, etc. In those situations where an employee has

been excused from attending a mandatory meeting or required training, the Employer will make reasonable efforts to insure the employee is able to make it up at a later date or receive the information from an alternative source as long as there is no additional expense to the Employer.

When introducing a new policy or new equipment, the Employer shall provide all the materials and training necessary to implement the new policy or equipment.

EDUCATION AND TRAINING TIME

Time spent at Employer-approved lectures, work courses, or training programs is counted as time worked, unless that time is outside normal working hours.

CERTIFICATIONS

For job classifications that require state certifications, the employer will provide paid time to complete their required continuing education hours. If it is during their regular scheduled shift they will be compensated at their regular rate of pay to maintain their continuing required education hours and the Employer will pay for the costs of any required certification/training/education to obtain and maintain certifications. The Employer reserves the right to determine level of certification requirements needed for each job classification. Employee supervisor and/or General Manager also reserve the right to determine if training will be electronic, by correspondence or if travel is required. All certification training must be pre-approved at department head level. Employees who fail to obtain or maintain required certifications shall be subject to disciplinary action up to or including termination.

Attendance outside regular working hours at specialized or follow-up training that is not required by law for certification does not constitute compensation hours of work.

The Employer may require ~~Employees~~ employees with Water/Sewer job classifications to obtain a Class A driver's license at any time. The selection and number of employees the Employer requires to obtain a Class A driver's license will be at the sole discretion of the Employer. The Employer will pay for the costs of licensing/training/education that the Employer deems necessary to obtain and maintain the Class A license. Required employees will be provided a minimum of six (6) months to obtain their Class A permit and take the Class A license test. The employee will be provided a total of twelve (12) months to obtain their Class A license. ~~will be provided a one-time stipend of \$300 upon receiving either a Class A or Class B driver's license. Employees currently holding this license will receive the stipend within 30 days of the ratification of this Contract.~~

Water/Sewer employees required to obtain their Class A license will be paid an annual stipend of \$500, paid in equal amounts per paycheck. The first year of the employee's annual stipend will be prorated for the remainder of the fiscal year, based on the date the license was obtained.

Commented [TT9]: Proposal 2 (Counter Proposal) - Tentative Agreement 4/14/22

16. EMPLOYEE CLASSIFICATIONS

REGULAR FULL-TIME EMPLOYEES

A regular full-time employee has an established job classification, works a standard work week of forty (40) hours on a continuing basis over a full twelve (12) month year, has successfully completed the initial introductory period and is entitled to all employee benefits.

BENEFITED PART-TIME EMPLOYEES

A benefited part-time employee is a part-time employee that works 1,000 hours or more each fiscal year. These employees are entitled to employee benefits, except that benefited part-time employees must work a minimum of 30 hours per week to be entitled to health, vision and dental benefits.

NON-BENEFITED PART-TIME EMPLOYEES

A non-benefited part-time employee is a part-time employee that works less than 1,000 hours each fiscal year. These employees are not entitled to employee benefits.

17. HOURS OF WORK/MEALS & REST PERIODS

The work week shall consist of seven (7) consecutive days from 12:00 A.m. Monday through 11:59 p.m. Sunday. Work hours begin at 7:00 a.m. and end at 4:00 p.m., Monday through Friday. The basic day of work for full-time employees is eight (8) hours, exclusive of a one (1) hour meal period, which is not compensated. Rest periods are provided on employer-paid time for a period of fifteen (15) minutes during each four (4) consecutive hours of work. Breaks may be taken roughly in the middle of each four-hour period and may not be added to meal periods or used to come in early or leave late.

Management reserves the right to create alternate shifts and/or modify schedules.

The employer shall furnish meals or pay a meal allowance of \$15.00 for employees who are required to work overtime on non-emergency or emergency work as follows:

- When an employee is held over on duty for more than two and one-half hours (2-1/2) after a full eight hour shift ends, and every fourth hour thereafter, the employees shall be permitted, if they so choose, a one-half hour meal period.
- When an employee is called back to work and is on duty for a period of four consecutive hours and every fourth hour thereafter, the employee shall be permitted, if they so choose, a one-half hour meal period.

It is understood that taking a rest period should not interfere with the normal course of work.

18. OVERTIME

Authorized overtime (OT) is compensated at one and one-half (1 ½) times an employees regular rate of pay for all hours worked over eight (8) hours in one day or forty (40) hours in a single work week. Employees will be paid double time for work after twelve (12) hours in a day or for all hours worked in excess of eight (8) hours on the 7th consecutive day of work in a work week. For the purposes of calculating overtime, a day begins at 12:00 a.m. and ends at 11:59 p.m. on the same calendar day.

Overtime will be rotated in an attempt to be fair to all.

COMPENSATORY TIME OFF

Employees may elect to earn Compensatory Time Off (CTO) in lieu of receiving overtime pay. CTO will be earned at the rate of time and one half and can be accrued up to a maximum of 100 hours within a fiscal year. All CTO must be used or sold within the fiscal year. Employees may only sell CTO once in November (payable on the first pay date in December) and once in June (payable in the first pay date in July). Employees must declare their intent to either sell or use their CTO by April 1st of each year.

Commented [TT10]: Proposal 3 (Counter Proposal) - Tentative Agreement 4/14/22

AFTER HOURS DE MINIMUS TIME WORKED

Any employee required to work remotely after normal working hours (whether on-call or not) will get paid after five (5) **continuous** minutes of work performed. This work may **include**, but is not limited to such duties as SCADA monitoring, customer phone calls or work requested by manager. All such work will be compensated at a minimum of 30 minutes at one and on-half (1 ½) times the employee's normal hourly rate after a minimum of five (5) continuous minutes is worked. If the employee must travel to the District, the time worked will be counted as call-out time per Section 19.

If continuous or intermittent remote monitoring is required for any one individual problem, then time will be counted in 15-minute increments beyond the initial 30 minutes.

The employee must record the date, time, reason for the remote work and the amount of time worked.

19. ON-CALL DUTY

Due to the potential emergency nature of water and wastewater operations, the Employer must have employees available and on-call after normal working hours, including nights, weekends and holidays.

On-call schedules will be posted and employees' on-call status will be rotated in an attempt to be fair to all. Employees can use the time spent on on-call duty primarily for their own benefit, however, they must be accessible by telephone or pager and shall report to the District (if needed) within 30 minutes.

ON-CALL PAY

Employees are paid the following for being on-call, regardless of whether or not they are called in to work:

Weekdays: \$45

Weekends/Holidays/Regularly Scheduled Days Off: ~~\$55~~\$65

Commented [TT11]: Proposal 4 - Tentative Agreement 4/14/22

CALL-OUT PAY

Any employee called back to work after the regular work shift (call-out) shall be entitled to call-out pay, which is a minimum of two (2) hours of overtime.

Once an employee is dispatched to respond to a call-out, time is counted as overtime and is paid at one and one-half (1½) times the employee's normal hourly rate. Time begins when the employee gets the call and starts travel to the work site and ends when the employee returns home. The employee must record the date, time, reason for call-out, and the amount of call-out duty worked.

Special tours of duty scheduled in advance (24-hour notice) are not call-out hours for purposes of this section.

An employee need not be assigned on-call duty to be entitled to receive call-out compensation.

ON-CALL VEHICLE USE

When performing on-call duty, employees shall be allowed, if the employee so chooses, to take their assigned Employer vehicles home in conjunction with the Employer Policy. Any changes to the Employer Policy regarding the use of vehicles must be negotiated with the Union.

20. HIGHER CLASSIFICATION

An employee assigned by management to work in a higher paying job classification in which the employee works more than 51% of his/her normal shift, shall be paid at the higher classification for the entire day(s).

21. UNIFORM ALLOWANCE & CELL PHONE STIPEND

The Employer will provide \$900 per fiscal year per regular employee in the Water and Sewer departments for purchasing everyday safety boots, shirts, (t-shirts or collared shirts), pants, hats and foul weather gear. The Employer will provide all other personal protective equipment required. The employee may choose to be

reimbursed by the District based on actual costs instead of receiving a stipend. Reimbursements will require submittal of receipts. Employees must choose which reimbursement method they prefer prior to the first pay period in the fiscal year and cannot change said method until the following fiscal year.

The District will reimburse water and sewer employees up to \$200 for prescription safety glasses once every two fiscal years. Reimbursement will require receipts documenting actual costs.

Employees required to possess cellular phones per Employer Policy 2120, "District Cellular Telephones", may elect to use their personal cellular phone instead of an Employer-provided cellular phone. Employees who elect to use their personal cellular phone will receive a taxable monthly stipend of ~~\$35~~\$40 per month. Employees electing to receive the stipend must possess and maintain a personal cellular phone capable of performing the required employer business functions and must make their personal cellular phones available for all business uses while they are at work or performing on-call duty.

Commented [TT12]: Proposal 6 - Tentative Agreement 4/14/22

22. SENIORITY

The Employer agrees to consider seniority as a factor when determining promotions, transfers, layoffs, recalls from layoffs, shifts and vacation preference.

Seniority shall be based on total time worked for the Employer. The Employer will maintain a current seniority list which includes the names of employees in order of their seniority.

If an employee terminates and is rehired within one (1) year, the employee will bridge all of their previous time. If the employee is rehired after one (1) year, the employee will bridge all of their previous time after two (2) consecutive years of employment.

If employees have the same seniority date, the tie breaker will be the last 4 digits of the employees Social Security number. 9999 will be the high number and 0000 will be the low number. The employee with the highest number will have the higher seniority.

23. PROMOTIONS

Any employee shall have the right to apply for any vacant position and shall be evaluated and considered in the same manner as all other applicants. Current, qualified employees applying for the position will be given special consideration. An employee who is promoted will be changed to the first step within the range

for the new classification which results in a pay increase over the employee's rate of pay in his old classification.

24. LAYOFFS & RECALL

If permanent lay-off and/or temporary lay-off of one week or more is foreseeable for any employee(s), then ten working days notice, or ten days pay in lieu of notice, shall be given to the employee(s) involved. Seniority, and qualifications, shall be considered as factors in determination of lay-off status.

For a period of one (1) year from the affected date of layoff, an employee who was laid off shall be offered recall to their prior job title if the position becomes available. The employer shall notify the employee by certified mail at their last known address and the former employee shall have fifteen (15) calendar days to respond to the notice. This time period will commence upon the Employer's receipt of certified mail notification. Failure on the former employee's part to respond constitutes a rejection of the recall offer. Total process time may not exceed forty-five (45) calendar days from date of certified mail receipt of mail being sent.

25. HEALTHCARE/DENTAL/VISION

HEALTHCARE AND DENTAL

The Employer provides accident, health and hospital insurance to benefited employees and their dependents. The Employer will provide the Silver PPO Plan through Special District Risk Management Authority (SDRMA) and will continue to provide coverage equal to this ~~with no employee share of the health premiums~~ for the life of this Contract.

In addition to the healthcare insurance plan, the Employer will provide a Health Reimbursement Arrangement (HRA) account to each employee. The Employer will contribute the following amounts into each employee's HRA account at the beginning of each calendar year:

- \$4,250 Single Employees w/no Dependents
- \$6,250 Employees who are Married or have one Dependent
- \$7,250 Employees with Family of 3 or more

Unspent HRA funds will not rollover each year. ~~The above health insurance and HRA plans will go into effect on January 1, 2019. Coverage will remain the same as specified under the previous Contract until said effective date.~~

Funds placed into employee's HRA accounts can be used for dental expenses and will be the District's only contribution toward employee dental expenses. No other dental insurance will be provided.

Commented [TT13]: Proposal 7 - Tentative Agreement 4/14/22

EMPLOYEES WHO DECLINE HEALTHCARE COVERAGE

Up to 25% of the District's employees may decline healthcare coverage. Any employee who has declined coverage prior to the effective date of this Contract will have the right to continue to decline coverage. New opportunities to decline health coverage will first be offered to employees with the most seniority.

Employees who decline healthcare coverage must provide proof of minimal essential health coverage through another group coverage plan.

Employees who decline medical coverage prior to January 1, 2019, will receive the following:

1. 50% of the premium that would have been paid by the Employer.
2. The Employer will contribute the following amounts into employee's HRA account at the beginning of each calendar year for health and dental costs:
 - \$2,875 Single Employees w/no Dependents
 - \$4,125 Employees who are Married or have one Dependent
 - \$5,125 Employees with Family of 3 or more

Employees who opt to decline coverage after January 1, 2019, assuming an opportunity to decline is available, will not receive the above benefits. Instead, the District will contribute the following amounts into each employee's HRA account at the beginning of the calendar year for health and dental costs, provided that these amounts shall never exceed the IRS maximum allowable contribution:

- \$5,050 Single Employees w/no Dependents
- \$10,250 Employees with one or more Dependents

~~These provisions will go into effect on January 1, 2019. Employees who decline coverage prior to said date, will continue to receive the benefits specified under the previous Contract until January 1, 2019.~~

Commented [TT14]: Proposal 8 - Tentative Agreement 4/14/22

EMPLOYEE SHARE OF HEALTH PREMIUMS

~~Employees will be responsible for 10% of the total cost of Employee's health insurance plan premium. The Employee's contribution will be taken from their paycheck in equal amounts throughout the calendar year.~~

Commented [TT15]: Proposal 9 - Tentative Agreement 4/14/22

FUTURE HEALTH PREMIUM INCREASES

~~Employee and Employer will equally share any future increases in costs for health insurance plans. The employee's contribution will be taken from their paycheck in equal amounts throughout the calendar year. All increases will be compared to the premium costs for the period beginning January 1, 2019. For~~

~~example, if premium costs increase by \$100 after the first year of coverage, the Employer will pay an additional \$50 and the Employer will pay an additional \$50. The Employee's share shall not exceed 10% of the total premium cost.~~

VISION

The Employer provides vision care insurance to all benefited employees and their dependents at no cost to the employee.

26. RETIREMENT

The Employer provides benefited employees covered under this Contract with retirement benefits through the California Public Employees Retirement System (CalPers). The benefit plan is 3% @ 60 for employees hired before January 1, 2013 or for "classic" members, as defined by CalPERS, hired after January 1, 2013.

Employees will pay the full share of CalPERS employee contribution.

Benefited employees hired on and after January 1, 2013 and designated as "new members" to CalPERS who are non-safety employees shall be enrolled in the 2% @ 62 retirement formula as required by law under PEPRA. As required under PEPRA, "new members" shall:

- Individually pay an initial Member contribution rate of 50% the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater; and
- Have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.

Any provision in this Contract which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.

27. PAID TIME OFF (PTO)

SUBPOENA

Any regular employee who is subpoenaed to appear before any court, concerning Employer business, commission, board, or other legally constituted body for the purpose of testifying on behalf of the Employer will be paid their regular pay. Hours paid for witness duty on behalf of the Employer will be counted as hours worked for the purpose of computing vacation pay, health & welfare and pension contributions. If an employee is not a party to proceedings

and is subpoenaed, the Employer will pay the employee their regular pay, however if subpoenaed for any other reason, the time off will be excused but not paid.

JURY DUTY

Any regular employee covered under this Contract who is required to report to jury duty or jury panel service will be paid their regular pay, not to exceed eight (8) hours per day or forty (40) hours per week. The employee will keep all mileage checks issued by the court. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation pay, health & welfare and pension contributions.

DEATH IN IMMEDIATE FAMILY

An employee who is absent because of the death in the employees immediate family shall be excused with pay for a maximum of five (5) days. Immediate family means spouse, or significant other, living in the same household, child, mother, father, brother, sister, grandparents, mother in law, father in law, brother in law, or sister in law. Family members covered include: Biological, Adopted, Foster, Legal Guardian or Step-Parent & Step Child. This definition may be expanded by the employer to include other persons the employee had enjoyed a parent or family like relationship.

ADDITIONAL TIME OFF

~~Each benefited employee will be credited with 24 hours of ATO on July 1, 2018. The entire 24 hours of ATO must be used by the employee in the 2018-19 Fiscal Year. Employees shall request to use ATO in accordance with the District's normal vacation time off request procedure. In lieu of using the 24 hours of ATO, the employee may cash out in the first pay period of the 2018-19 fiscal year, at the employee's current base rate of pay, all or any portion of the 24 hours. If the employee does not use the full balance of ATO by July 1, 2019, the remainder will be paid out to the employee at that time. The 24 hours of ATO will be prorated for any employee who begins after July 1, 2018.~~

Commented [TT16]: Proposal 10 - Tentative Agreement
4/14/22

28. SICK TIME

Sick time will remain in effect as in the Employer Policy for the duration of the Contract, except that Employees will only need to provide a doctor's note for absences greater than five days.

29. RETIREE HEALTHCARE

The Employer will offer participation in the below plans (or equivalent) for retiree healthcare. The entire cost of participating in these plans shall be borne by the retiree.

- Special District Risk Management – Gold PPO Plan
- Special District Risk Management – Silver PPO plan
- Special District Risk Management – Kaiser Plans

~~These plans will be effective January 1, 2019. Health insurance plans will continue to be offered through CalPERS until said effective date.~~

Commented [TT17]: Proposal 11 - Tentative Agreement
4/14/22

30. OTHER BENEFITS

The Employer will provide access for other benefits carriers, such as AFLAC, to provide other benefits at the employee's expense. Other benefits include life insurance, accident, short term disability, cancer indemnity, hospital confinement sickness indemnity, hospital protection and specified health event protection.

31. HOLIDAYS

The following shall be recognized and observed as paid holidays:

New Years Eve
 New Years Day
 Martin Luther King Day
 President's Day
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve
 Christmas Day

Commented [TT18]: Proposal 12 - Tentative Agreement
4/14/22

In addition to those days listed above, all Regular full-time employees covered under this Contract shall be provided paid holiday time off for the following days:

- One (1) personal leave day (floating holiday) per fiscal year, taken one full day at a time.
- Any day declared as a holiday by the President of the United States or Governor of the State of California.
- Any day declared a holiday at the discretion of the General Manager for the Employer.

All regular full time employees shall receive eight (8) hours pay for each of the holidays listed above. If a holiday falls on the normal working day of a benefited part-time employee, that employee shall receive holiday pay for their normally

scheduled hours, up to a maximum of eight (8) hours, for that day.

32. VACATIONS

Paid vacation time is provided by the Employer to benefited employees and is intended to be a period of exemption from work with pay for the purpose of rest, relaxation, and recreation. This respite is a benefit and is intended as an aid in maintaining a long term and consistent productivity and contentment of the employee. Paid vacation time shall be accrued monthly according to the following schedule:

0-5 years of service - 10 days

After Employee's 5th service anniversary - 15 days

After Employee's 10th service anniversary - 20 days

After Employee's 15th service anniversary - 25 days

Vacation accrual changes will begin on the service anniversaries listed above.

One day is equivalent to eight (8) hours for regular full-time employees. For benefited part-time employees, one day vacation will be prorated based on the number of normally scheduled hours in a forty hour work week.

NOTE Employees must have 6 months of continuous service prior to using accrued vacation.

The vacation selection process will begin December 1st for the following year. Vacations shall be selected by seniority within each employee classification. An employee is not required to select any of their vacation during this time and can select it day at a time or full weeks anytime during the year on a first come first served basis. An employee requesting to take one (1) or more days shall normally submit their request no later than five (5) working days prior to commencing vacation to allow for shift coverage. An employee shall be allowed to cancel scheduled vacation and reschedule.

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

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

While the Employer desires employees to use accumulated vacation time, employees may request such pay from accumulated vacation time up to 100% of their earned vacation at a maximum of 120 hours per fiscal year.

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

33. LEAVES OF ABSENCE

MEDICAL LEAVE

A medical leave of absence may be granted to employees covered under this Contract for non-work-related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to four (4) months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. If an employee is granted a medical leave the Employer will pay that employee sick pay for the period of time equivalent to the employee's accumulated sick pay earned. Employees also may use any paid vacation time or compensatory time off previously accrued to supplement sick time. Unless sick leave, vacation or compensatory time off benefits are available, medical leaves of absence are without pay. Vacation and sick leave is not earned during the unpaid portion of the medical leave of absence and an employee on medical leave is not eligible for holiday pay.

The Employer will continue to pay its share of the premiums for disability, medical, dental, vision, and like insurance for benefited employees on authorized medical leave of absence without pay for up to thirty (30) days on such leave. Thereafter, continuing such premium payments will be at the discretion of the General Manager. Should any Employer-provided insurance coverage be terminated, the General Manager will notify the employee of such termination and inform the employee of available options. Upon return to work, employees become eligible for reinstatement in accordance with the terms of the agreement with the insurance carrier then in effect.

An approved medical leave begins on the first day the employee's doctor certifies that he/she is unable to work and ends when a doctor certifies that the employee is able to return to work or after a total of four (4) months of leave, whichever occurs first. Supervisors will supply employees with a form for the doctor to complete; showing the date of disability and the estimated date of return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

When an employee returns from a medical leave of absence at or before the four (4) month period, the employee will be allowed to return to their former position or some other comparable position. If the employee is on a leave longer than four (4) months, their return to work will depend on job openings existing at the time of their scheduled return.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. The Employer will fully comply with

these laws. Medical Leave shall not be in addition to leave provided by either of these laws.

PERSONAL LEAVE

Employees who are faced with a severe personal problem that does not fall under other law or regulation may, at the discretion of the General Manager, be granted up to six (6) months of unpaid personal leave. An extension of the leave may be granted depending on individual circumstances. Vacation and sick leave is not earned during the unpaid portion of the personal leave of absence and an employee on leave is not eligible for holiday pay. Generally, an employee may be required to pay for Employer-provided insurance during the unpaid portion of their leave. Each request, which must be in writing, is subject to approval by the General Manager based on the type of leave, length of employment and the needs of the Employer. Reasonable advanced notice is important so that arrangements can be made to cover the duties of the employee during the leave.

The Employer will continue to pay its share of the premiums for disability, medical, dental, vision, and like insurance for benefited employees on authorized personal leave of absence without pay for up to thirty (30) days on such leave. Thereafter, continuing such premium payments will be at the discretion of the General Manager. Should any Employer-provided insurance coverage be terminated, the General Manager will notify the employee of such termination and inform the employee of available options. Upon return to work, employees become eligible for reinstatement in accordance with the terms of the agreement with the insurance carrier then in effect.

Approved personal absences of shorter duration than two weeks are not normally treated as leaves, but rather as excused absences without pay.

MILITARY LEAVE

Employees who wish to serve in the military and take military leave will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395, and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such employee(s) should contact their supervisor for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service provided they return or apply for reinstatement within the time allowed by law. The employee shall be reinstated from the Military LOA at the same salary that he/she would have been eligible to receive had he/she been on the job.

34. WAGES

Provided employees have a satisfactory performance evaluation they shall automatically get Step Advancement increases on July 1st of each year per the current schedule.

The Employer will adjust base wages during the term of this Contract as follows:

Commented [TT19]: Proposal 13 (Counter Proposal) - Tentative Agreement 4/14/22

- A. ~~7.52%~~ increase for the Customer Services Representative job classification effective July 1, ~~2018~~2022.
- B. 2% Cost of Living Adjustments (COLA) will be granted during the life of this Contract, effective each July 1st, beginning on July 1, 2022.
- C. The above COLA value will be adjusted if the 12-month Consumer Price Index (CPI) change for the month of March meets the below conditions. CPI will be based on the US City Average (1982-84 = 100) for Urban Wage Earners and Clerical Workers (CPI-W) reported by the U.S. Bureau of Labor Statistics.
 - COLA will be 3% if CPI is equal to or greater than 3%.

- ~~A. 8.5% increase for the Accounting/Administrative Assistant job classification effective July 1, 2018.~~
- ~~B. 1.4% increase for all job classifications effective July 1, 2018, to offset additional Employee contributions to retirement.~~
- ~~C. Cost of living adjustments (COLA) for the life of the Contract will be as follows:
 - ~~2.5% increase effective July 1, 2018.~~
 - ~~1% increase effective July 1, 2019.~~
 - ~~1% increase effective July 1, 2020.~~
 - ~~1% increase effective July 1, 2021.~~~~

35. SUCCESSOR

Commented [TT20]: Proposal 18 - Tentative Agreement 4/14/22

~~In the event the Employer is assumed, assigned or merged with any other entity, public or private, the successor organization shall agree to the terms and conditions of this Contract unless that assumption in whole or in part would be in violation of a matter of public law.~~

3635. MANAGEMENT RIGHTS

Nothing in this Contract is intended nor shall it be construed as denying or in any manner limiting the right of the Employer, in its judgment, to control and supervise all operations and direct all working forces, including, but not limited to the right to select and hire, discharge, suspend or discipline for just cause, classify, lay off, recall, promote, demote or transfer employees or relieve them from their duties, establish schedules, hours of work, shift assignment, maintain existing work rules and modifications thereof as may be reasonable and necessary, and to do any and all things necessary to manage, control and administer its operations efficiently and economically.

Contract Ratification and Membership Approval:

~~June~~ May __, ~~2018~~ 2022

TWAIN HARTE COMMUNITY SERVICES DISTRICT:

Tom Trott, General Manager

Gary Sipperley, Board President

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9333:

~~Lynn Johnson~~, Don Ruiz, CWA Local 9333, District 9 Staff Representative

~~Lewis Giambruno~~, Jason Karney, CWA Local 9333, Representative

Elaine Savaiki, CWA Local 9333, President

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 22-19**

**DECLARING SUPPORT FOR THE FORMATION OF THE TUOLUMNE COUNTY
CHAPTER OF THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION AND
AUTHORIZING RELATED ACTIONS**

WHEREAS, the Twain Harte Community Services District (District) is a member of the California Special Districts Association (CSDA) and recognizes the value and strength of joining together with other special districts who share common interests and needs; and

WHEREAS, CSDA bylaws permit and encourage the establishment of local special district organizations that are eligible to be local chapters of the state association; and

WHEREAS, the purpose of these groups is to provide a local forum for the discussion, exchange of ideas concerning matters of importance to, and to make recommendations to the CSDA Board of Directors; and

WHEREAS, the special districts in Tuolumne County desire to form a local Chapter of CSDA to serve a variety of purposes, including: education, information sharing, Local Agency Formation Commission (LAFCO) discussions, selection of special district LAFCO Commissioners, legislative and funding updates and discussions, and other benefits.

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

1. The District supports formation of the Tuolumne County Chapter of CSDA (Chapter).
2. The District supports a formal affiliation relationship between the Chapter and CSDA and accepts the Chapter Affiliation Agreement and its execution by Chapter officers.
3. District Board Members and management staff are authorized and encouraged to attend Chapter meetings and to serve as officers of the Chapter.
4. The Board President is authorized to appoint a designated and alternate voting representative from the District to vote on Chapter matters. The representatives shall be Board Members or management staff and will be authorized to vote on all Chapter matters. In the absence of an appointed representative, the General Manager and Assistant General Manager will serve as the District's designated and alternate voting representatives, respectively.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting on May 11, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary

The Power of Local CSDA Chapters – CSDA bylaws permit and encourage the establishment of local special district organizations that are eligible to be local chapters of the state association. The purpose of these groups is to provide a local forum for the discussion, exchange of ideas concerning matters of importance to, and to make recommendations to the CSDA Board of Directors.

Another important role for Local Chapters is in the area of legislative advocacy. One of CSDA's primary functions is to be an advocate for all of California's districts and to act on behalf of special districts on key pieces of legislation. Local Chapters help to reduce the time needed to contact member and nonmember special districts within the county in which the chapter is organized.

Participation in your local chapter will give your district the unique opportunity to engage with other districts in your area. This creates a perfect forum to discuss LOCAL issues and the opportunity to collaborate with other districts on similar objectives and goals. Chapter events are also a great venue to give recognition to special districts who have gone above and beyond.

The objectives of Local Chapters are as follows:

1. Further the interests of member special districts in providing special district local government services for the people within the chapter area.
2. Inform the public of the purposes and benefits of local special district government. CSDA has launched a new public awareness campaign titled *Districts Make The Difference* – please visit www.districtsmakethedifference.org for more information. CSDA encourages local chapters to become engaged in this campaign, as it will give the opportunity for members to highlight their districts' accomplishments to the community.
3. Serve as a forum of member districts for discussion and consideration of special district issues and establish positions on such issues with other governmental agencies within the country or counties.
4. Establish a communication network among member districts, linked to other governmental agencies.
5. Carry out programs and projects of joint interest and mutual benefit to member districts.
6. Make recommendations to the CSDA Board of Directors.

CSDA will assist in local chapter development. In addition, CSDA will work with the Local Chapter to develop a communication program plan and can also help provide program speakers (if requested) and host a local chapter roundtable at each annual conference.

CHAPTER AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2014, by and between **California Special Districts Association**, a 501(c)(6) California nonprofit corporation, with its principal place of business at 1112 I Street, Suite 200, Sacramento, CA 95814 ("CSDA"), and _____, an unincorporated business association, with its principal place of business at _____, CA (hereinafter "Chapter").

RECITALS

A. CSDA is a California nonprofit public benefit corporation representing different types of special districts which provide a wide variety of public services to California communities. The purposes and objectives of the CSDA are to advance the vital public interest in effective, efficient and responsive local government, specifically by providing educational, legislative advocacy, financing, and insurance services to California special districts;

B. Chapter desires to obtain the right to use CSDA's name, logo, membership mailing list, endorsement, technical assistance and staff support and other CSDA Intellectual Property in connection with Chapter's activities including conducting programs for the continuing education of special district officials and employees, research projects on local special district issues of concern to Chapter's member special districts, legislative outreach on legislative issues of importance to individual chapters and their members, and supporting chapter outreach programs to educate the public about the operations of special districts within the jurisdictional boundaries of the Chapter (hereinafter the "Chapter Program");

C. CSDA is willing to provide its endorsement and technical support services to Chapter and permit Chapter to use its name, logo, membership list and other Intellectual Property in connection with the operation of the Chapter Program, on the terms and conditions specified in this Agreement.

D. The Boards of Directors of CSDA and Chapter hereby reaffirm that the relationship of CSDA and Chapter to each other is that of Licensee and Licensor. This agreement is not intended by the parties to create any association, joint venture, partnership, or agency relationship of any kind between CSDA and Chapter. Neither CSDA nor Chapter is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that CSDA is in the business of providing services comprising the Chapter Program, other than CSDA's endorsement and technical support of the Chapter Program. It is the intent of both CSDA and Chapter that the terms and conditions of this Agreement be interpreted to advance the stated intent of the parties to remain autonomous organizations, each seeking to fulfill its respective stated mission and offer programs that accomplish each party's business goals and objectives.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. License of Intellectual Property.

A. Definition of Intellectual Property.

1. "Intellectual Property" of CSDA includes, but is not limited to use of its name (to include both "California Special Districts Association" and the "CSDA" acronym), logo, and membership mailing and electronic mail list with respect to past, current or prospective members of CSDA located within Chapter's

geographic area; copyrighted, trademarked or proprietary information and materials prepared by CSDA and provided by CSDA to Chapter pursuant to the provisions of this Agreement; and all other Intellectual Property rights including the know-how, licenses, trade secrets, proprietary programs and processes of CSDA.

B. Limited License of Name, Logo, Membership Mailing List and Intellectual Property.

1. CSDA hereby grants a conditional, revocable, nonexclusive license to Chapter to use its name, acronym, logo, membership mailing list, and other Intellectual Property in connection with Chapter's operation of the Chapter Program. In addition, CSDA hereby agrees to provide its public endorsement of the Chapter Program. Chapter hereby accepts the grant of such license and the endorsement of its Chapter Program.

2. Chapter agrees that the license granted hereunder, the promotion and endorsement of the Chapter Program, and the usage of CSDA's name, logo, membership mailing list, and other Intellectual Property shall be restricted to the operation and promotion of the Chapter Program to existing and potential members of the Chapter. Chapter further agrees to protect the name and goodwill of CSDA throughout the term of this agreement.

3. Chapter agrees that it shall not use, or permit any person or entity other than Chapter members to use, CSDA's name, logo, membership mailing list, and other Intellectual Property, for any purpose without the prior written consent of CSDA. Chapter further agrees to keep CSDA's membership mailing list in strict confidence and to not sell or disclose such mailing list or its contents to any third party in any manner, except with the prior written consent of CSDA.

4. Upon termination or expiration of this Agreement, Chapter shall: (i) immediately cease utilization of CSDA's name, logo, membership mailing list, and other Intellectual Property in connection with the Chapter Program or for any other purpose; (ii) immediately return to CSDA all originals and copies of CSDA's name, logo, membership mailing list, and other Intellectual Property (whether in printed, electronic, recorded, or other tangible form); and (iii) discard or destroy all copies thereof.

C. Review and Approval. In order to protect the reputation and goodwill of CSDA, Chapter shall provide CSDA with the right to review and pre-approve all uses of CSDA's name, logo, membership mailing list, and other Intellectual Property or any portion thereof, by chapter and its member districts and agents. Chapter shall submit to CSDA a copy of the intended use of CSDA's name, logo, membership mailing list, and other Intellectual Property or proposed endorsement materials to CSDA. CSDA shall have ten (10) days to approve or disapprove such use by the Chapter of the proposed materials. If CSDA fails to respond within ten (10) days of receipt of such materials, their silence shall be deemed approval of the Chapter's proposed use.

D. Conditions to Limited License of Intellectual Property.

This Limited License of Intellectual Property is granted by CSDA to Chapter subject to satisfaction of each and all of the following conditions.

1. Chapter must provide copies of its bylaws to CSDA for review and approval for consistency with the Articles of Incorporation and bylaws of CSDA. Receipt and approval of the Chapter's bylaws CSDA is confirmed by execution of this Agreement. Chapter agrees to provide copies of all amendments to the bylaws of the Chapter to CSDA during the term of this Agreement.

2. Chapter agrees to comply with those requirements specified in CSDA bylaws regarding Chapters.

3. Chapter shall comply with all federal, state and local laws, regulations and ordinances.

4. Chapter will establish membership requirements that are based on guidelines established by the CSDA bylaws. (Exhibit A)

5. Chapter agrees to appoint a Communications Liaison to facilitate communication between Chapter and CSDA. The Communications Liaison shall be a member district of both the Chapter and CSDA.

II. Description of Services.

CSDA shall provide the following services to Chapter pursuant to the terms and conditions of this Agreement: (1) provide training and assistance in issues regarding governance and operations of the Chapter and its member districts including but not limited to leadership training, district training certification, and legislative updates. In addition, CSDA shall provide the Chapter access to services of its endorsed business affiliates for supplemental services which may be of value to individual special district Chapter members; (2) CSDA agrees to promote Chapter activities in its regular communications to all CSDA members.

Chapter agrees to provide the following services pursuant to the terms and conditions of this Agreement: (1) conduct educational, outreach and other programs and activities the purposes of which do not conflict with the stated purposes of CSDA; (2) agrees to periodically inform its members of CSDA programs, activities, services and legislative alerts; (3) Chapter agrees to maintain regular communication with CSDA and share general information of interest to both parties; and (4) Chapter agrees that it will not, during the term of this Agreement, represent itself as a Chapter of CSDA and publish a legislative position or a position on a valid initiative that is in opposition to one taken by CSDA. This representation does not preclude individual special district members of the Chapter from taking their own respective positions on pending legislation and/or ballot initiatives affecting special districts.

III. Confidential Information.

A. Both CSDA and Chapter may disclose certain confidential information and trade secrets ("Confidential Information") concerning the operations of their respective businesses in connection with entering into this Agreement and performing their obligations herein. Such Confidential Information includes, but is not limited to the manner and terms under which services are provided or will be provided to their respective members. Each party agrees, on behalf of itself and its members, and other persons to whom disclosure of the Confidential Information is permitted hereunder, to keep confidential, and not use, disclose or publish the Confidential Information other than as permitted under the terms of this Agreement.

B. Each party acknowledges and agrees that the Confidential Information of the other parties is confidential and proprietary, and that any and all Confidential Information shall remain strictly confidential among the parties, and shall not be disclosed, used or published except as specifically permitted under the terms of this Agreement

C. The parties' obligations under this Article shall survive the termination of this Agreement. In addition, upon termination or revocation of the license contemplated hereunder, or upon expiration or earlier termination of this Agreement, all Confidential Information transmitted to the receiving party by the disclosing party and any copies thereof made by the receiving party will be destroyed or, at the disclosing party's written request, promptly returned to the disclosing party.

IV Term and Termination. This Agreement shall be effective as of the date and year first above written and shall remain in full force and effect until terminated at any time by either party, without cause, upon giving to the other party not less than sixty (60) working days' prior written notice of an election to terminate this Agreement. Failure by Chapter to comply with the conditions for issuance of the limited license specified in

Sections 1B, 1C and 1D hereof may lead to suspension or revocation of this license by CSDA. Upon termination of this Agreement, the license granted hereby shall be deemed to have been revoked by CSDA.

V. Indemnification and Insurance.

A. Indemnification.

1. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its governing board, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever, asserted against, incurred or suffered by the other party, or its governing board, officers, employees, agents or representatives, by reason of personal injury or property damage resulting in any way from: (a) any negligent or intentional act by it or any of its officers, employees, agents or representatives in the performance of services or obligations hereunder; or (b) any negligent omission or failure to act when under a duty to act on its part or the part of any of its officers, employees, agents or representatives in the performance of services or obligations hereunder.

B. Insurance. In order to assure the indemnity described in this Section both CSDA and Chapter shall, at its sole expense, carry and keep in full force and effect at all times during the Term of this Agreement a liability insurance policy with a single limit of at least 1 million dollars (\$1,000,000) to cover potential liability to third parties arising from the operation of the Chapter Program. Each party shall name the other party as an additional insured on such insurance policy, and such insurance policy shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days written notice to Association. Each party shall provide to the other, within thirty (30) days of the commencement of the initial Term of this Agreement, a copy of the certificate evidencing such insurance policy. The indemnification under this Agreement shall in no way be limited by the extent of insurance coverage. The provisions of this Section shall survive any termination or expiration of this Agreement.

1. As an alternative to providing an insurance policy pursuant to Section V.B., Chapter may assure the indemnity obligations specified in Section V.A. by providing a written certificate from each member district of Chapter certifying that all employees of such Chapter member district participating in Chapter activities as part of the Chapter Program, are acting within the course and scope of their duties for the individual Chapter member, and that the individual Chapter member's insurance policies provide general liability coverage for all such member district employees participating in Chapter activities. (Exhibit B)

VI. MEDIATION.

(a). The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to the party in any such action.

VII. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

VIII. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

IX. Governing Law. All questions with respect to the construction, performance and enforcement of this Agreement, and the rights and liabilities of the parties hereunder, shall be determined in accordance with the laws of the State of California. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of California. Each party hereby consents to, and agrees not to contest, the jurisdiction of the federal, state and local courts located within the State of California.

X. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

XI. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

XII. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

XIII. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

XIV. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

XV. Independent Agreement. This Agreement is an independent agreement which is not in any way contingent upon or related to any other contractual obligations of the parties. The royalties and price discounts provided by Company herein are solely in consideration for the license of Association's name, logo and membership mailing list.

XVI. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

XVII. Notice. All notices and demands of any kind or nature that either party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), with constructive receipt deemed to have occurred 3 calendar days after the mailing or sending of such notice, to the following addresses:

If to CSDA: California Special Districts Association
1112 I Street, Suite 200
Sacramento, CA 95814
Attn.: Neil McCormick, Executive Director

If to Chapter:

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

California Special Districts Association
Contact: Neil McCormick, Executive Director
1112 I Street, Suite 200
Sacramento, CA 95814
T – 916.442.7887

By: _____
Neil McCormick
Executive Director
Date: _____

By: _____
Date: _____

Exhibit A

ARTICLE VIII – LOCAL CHAPTERS

Section 1. Purpose:

The purpose of local chapters is to provide a local forum of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The local chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of the CSDA are encouraged to create and establish local chapters. Each of the following existing chapters must have at least one (1) CSDA member in their membership at all times: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. These existing chapters are strongly encouraged to have all district members as CSDA members, however the existing local chapter may include members of local organizations, districts and professionals who are not members of the CSDA.

New chapters formed after August 1, 2011 are required to have 100 percent of their district members as CSDA members in order to be a chapter affiliate of CSDA. The existing local chapter may include members of local organizations and professionals who are not members of CSDA.

Local chapters shall be determined to be affiliates of the CSDA upon approval and ratification by the Board of Directors of the CSDA. The chapters shall be required to provide updated membership lists to the CSDA at least annually.

CSDA and its local chapters shall not become or deem to be partners or joint ventures with each other by reason of the provisions of these Bylaws.

Section 3. Rules, Regulations and Meetings:

Each local chapter shall adopt such rules and regulations, meeting place and times as the membership of such local chapter may decide by majority vote. Rules and regulations of the local chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of the CSDA.

Section 4. Financing of Local Chapters:

No part of the CSDA's funds shall be used for the operation of the local chapter affiliates. The CSDA is not responsible for the debts, obligations, acts or omissions of its local chapters.

Section 5. Legislative Program Participation:

Local chapters may function as a forum in regard to federal, state and local legislative issues. The chapters may assist the CSDA in the distribution of information to their members.

Exhibit B

Sample Certificate for Liability Coverage

The undersigned, being duly authorized to execute this Certificate on behalf of the Board of Directors of _____ (name of special district) (hereinafter the "District") hereby affirm the following:

1. That the participation by employees and members of the Board of Directors of District in the meetings and activities conducted by the _____ Chapter of the California Special Districts Association have been authorized by the District's Board of Directors; and that the Board of Directors has found such activities constitute activities in the course and scope of such individual's employment with or position of director with the District.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 22-20**

**AUTHORIZING THE TRANSFER OF FUNDS AND ASSETS RAISED OR
PURCHASED BY THE TWAIN HARTE AREA COMMUNITY EMERGENCY
RESPONSE TEAM FROM THE FIRE FUND TO THE CERT & FIRE ASSOCIATION**

WHEREAS, the Federal Emergency Management Agency (FEMA) developed the community emergency response team (CERT) program to organize and train community volunteers to assist emergency responders so that they can more effectively and safely respond to emergencies and disasters; and

WHEREAS, FEMA requires CERT teams to be under the control of a sponsoring local government agency in order to participate in emergency response activities, but allows them to perform community service activities and trainings that are not part of emergency response on their own accord; and

WHEREAS, Twain Harte Community Services District (District) has been the sponsoring agency for Twain Harte Area Community Emergency Response Team (TH CERT) since its formation, enabling TH CERT to participate in emergency response under the District's control; and

WHEREAS, because TH CERT was not formed as a non-profit organization, the District also serves as TH CERT's fiscal agent, managing their revenue and expenses in the District's Fire Fund; and

WHEREAS, TH CERT recently merged with the existing Twain Harte Volunteer Firefighters Association (THVFA), an official 501(c)(3) non-profit organization, to achieve greater flexibility for raising and expending funds for community service activities and emergency response support; and

WHEREAS, the union of TH CERT and THVFA has resulted in new bylaws and a change in the non-profit organization's name from THVFA to the "CERT & Fire Association"; and

WHEREAS, TH CERT has raised funds that were deposited in the District's Fire Fund or used by the District to purchase items for TH CERT activities; and

WHEREAS, now that TH CERT is now part of an official 501(c)(3) non-profit organization, it no longer needs the District to serve as its fiscal agent; and

WHEREAS, it is now necessary to transfer the TH CERT funds and non-capital assets currently in the District's Fire Fund to the CERT & Fire Association so that TH CERT can continue to provide critical and effective support to the District's emergency responders and the Twain Harte community.

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

1. The District will continue to serve as the sponsoring agency for TH CERT, but will no longer serve as its fiscal agent; and

2. The General Manager and/or Finance Officer are authorized to transfer any funds raised by TH CERT and assets purchased for TH CERT from the Fire Fund to the CERT & Fire Association; and
3. Any emergency response vehicles purchased with TH CERT funds will remain in the District's ownership and control so that they can continue to be used for emergency response. These vehicles include but are not limited to: Firefighter Rehabilitation Vehicle (2007 International 4300), CERT Utility Vehicle (2004 Chevy 2500), and the CERT Emergency Response Trailer.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting on May 11, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary

THCSD FIRE DIVISION FIRE APPARATUS FLEET

- 1 – Type 1 Engine (Primary): E721 – 2005 HME
- 1 – Type 3 Engine (Primary): E723 – 2014 International
 - E723 is a hybrid Type 1/3. It is technically a Type 3, but meets Type 1 pumping capacity.
- 1 – Type 1 Engine (Reserve): E722 – 1986 Spartan
- 1 – Tactical Water Tender: WT721 – 2016 Pierce International
 - WT721 meets the requirements of a Type 1, except with no capacity to carry ladders

Engine Typing Standard

Types 1 and 2 are structure; Types 3-7 are wildland

Requirements	Type 1	Type 2	Type 3	Type 4	Type 5	Type 6	Type 7
Tank minimum capacity (gal)	300	300	500	750	400	150	50
Pump minimum flow (gal/min)	1,000	500	150	50	50	50	10
At rated pressure (psi)	150	150	250	100	100	100	100
Hose: 2½-inch	1,200	1,000	N/A	N/A	N/A	N/A	N/A
Hose: 1½-inch	500	500	1,000	300	300	300	N/A
Hose: 1-inch	N/A	N/A	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	N/A	N/A	N/A	N/A	N/A
Master stream 500 gal/min.	Yes	N/A	N/A	N/A	N/A	N/A	N/A
Pump and roll	N/A	N/A	Yes	Yes	Yes	Yes	Yes

Maximum GVWR (lb)	N/A	N/A	N/A	N/A	26,000	19,500	14,000
Personnel (minimum)	4	3	3	2	2	2	2
N/A = Not applicable NFPA = National Fire Protection Association GVWR = Gross Vehicle Weight Rating							

Water Tender Typing Standard

Requirements	Support Type 1	Support Type 2	Support Type 3	Tactical Type 1	Tactical Type 2
Tank capacity (gal)	4,000	2,500	1,000	2,000	1,000
Pump minimum flow (gal/min)	300	200	200	250	250
At rated pressure (psi)	50	50	50	150	150
Maximum refill time (minutes)	30	20	15	N/A	N/A
Pump and roll	N/A	N/A	N/A	Yes	Yes
Personnel (minimum)	1	1	1	2	2
N/A = Not applicable					

CURRENT THCS D TYPE 1 RESERVE ENGINE



1986 Spartan Pumper

EXAMPLE TYPE 6 ENGINE







**TWAIN HARTE COMMUNITY SERVICES DISTRICT
20-YR VEHICLE/EQUIPMENT REPLACEMENT PLAN**

Adopted: 05/11/2022

	Life Left	Life New	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	FY 35-36	FY 36-37	FY 37-38	FY 38-39	FY 39-40	FY 40-41	FY 41-42
Water/Sewer (65%/35%)																						
Truck #1 (Ops Mgr) - 2019 Jeep Grand Cherokee	14	15															54,500					
Truck #2 (Utility/Goose/Plow) - 2015 Ford F350	8	15									78,200											
Truck #3 (Utility) - 2022 Ford F350	15	15																93,500				
Truck #4 (Utility) - 2006 GMC 2500	2	15		58,000																90,300		
Truck #5 (Utility) - 2019 Ford F350	12	15													85,200							
Truck #6 (Utility/Goose) - 2018 Chevy 3500	10	15											83,050									
Mini-Excavator - 2016	20	25																				
Backhoe - 2005	13	30														135,000						
Water/Sewer (50%/50%)																						
Mobile Generator*	5	25						35,000														
Forklift*	15	25																43,000				
Sewer (100%)																						
Flush Truck - 2022 Ford F600	20	20																				
Vacuum Trailer - 2015 Pipe Hunter	18	25																			273,000	
Fire (100%)																						
C720 (Chief) - 2016 Ford Explorer	9	15										64,500										
C720A (Chief Coverage) - 2008 Chevy C15*	6	15								16,000												
U721 (Utility) - 2006 GMC Sierra 2500 Diesel	5	15						79,000														
E721 (Primary Engine) - 2005 HME SEO 1871	8	25									740,000											
E726 (Type 6) - NEW	20	20	200,000																			
E723 (Primary Engine) - 2014 International	13	20														904,400						
WT721 (Tactical Tender) - 2016 Pierce Intl.	21	25																				
Vehicles not to be Replaced																						
Flush Trailer (Trixie) - 1998 Shamrock	1	25																				
E722 (Reserve Engine) - 1986 Sparton Pumper	1	25																				
CERT FF Rehab - 2007 Intl. 4300 Ambulance	12	25																				
CERT Utility - 2004 Chevy 2500	7	25																				
TOTAL Water			\$ -	\$ 37,700	\$ -	\$ -	\$ -	\$ 17,500	\$ -	\$ -	\$ 50,830	\$ -	\$ 53,983	\$ -	\$ 55,380	\$ 87,750	\$ 35,425	\$ 82,275	\$ -	\$ 58,695	\$ -	\$ -
TOTAL Sewer			\$ -	\$ 20,300	\$ -	\$ -	\$ -	\$ 17,500	\$ -	\$ -	\$ 27,370	\$ -	\$ 29,068	\$ -	\$ 29,820	\$ 47,250	\$ 19,075	\$ 54,225	\$ -	\$ 31,605	\$ 273,000	\$ -
TOTAL Fire			\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 79,000	\$ -	\$ 16,000	\$ 740,000	\$ 64,500	\$ -	\$ -	\$ -	\$ 904,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DISTRICT GRAND TOTAL			\$ 200,000	\$ 58,000	\$ -	\$ -	\$ -	\$ 114,000	\$ -	\$ 16,000	\$ 818,200	\$ 64,500	\$ 83,050	\$ -	\$ 85,200	\$ 1,039,400	\$ 54,500	\$ 136,500	\$ -	\$ 90,300	\$ 273,000	\$ -

NOTES:

- All future vehicle purchases are assumed to be new vehicles, unless noted otherwise.
- Vehicle values are based on current year values with an added inflation factor of 3% per year.
- All new vehicles (excluding fire engines) are planned to be replaced every 15 years and/or 100,000 miles.
- Remaining life of existing vehicles/equipment is based on staff evaluation and will be re-evaluated each year.
- Vehicles needing consecutive years of excessive repair work may need to be replaced earlier than planned.
- Vehicles that reach their estimated useful life will be evaluated by staff to determine whether they need replacement prior to purchase of a new vehicle.

* Vehicle/equipment anticipated to be replaced with a used vehicle.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Board Actions and Decisions

POLICY NUMBER: 5040

ADOPTED: September 20, 2005

AMENDED:

LAST AMENDED:

5040.10 PURPOSE

The purpose of this policy is to define the types of action that can be taken by the District Board of Directors to make official decisions.

5040.20 ACTING AS A BODY

Individual Directors cannot take action or make decisions on behalf of the District. The Board can only take action when acting as a body according to the following:

1. Quorum. A majority of the total membership of the Board of Directors (3 Directors) will constitute a quorum. A quorum of the Board is required to conduct District business or take official Board action.
2. Majority Vote Required for Action. A majority vote of the total membership of the Board of Directors (3 Directors) is required to take official action as a Board. In the case where only a minimum quorum is present, action requires the unanimous vote of all three Directors present.
3. Super Majority Vote. For specific actions, the law requires a 4/5 or 2/3 majority vote of the entire Board of Directors (4 Directors) for action to be taken. Therefore, the Board cannot take action on items requiring a super majority vote when only a minimum quorum is present.
4. Abstentions. If a Director abstains from a vote, they will be considered absent for that vote. For example, when only a minimum quorum is present, the Board cannot take action when one Director abstains because a majority vote requires 3 votes. In the case of an action requiring a super majority, action cannot be taken if two Directors abstain because action requires 4 votes.

5040.30 TAKING OFFICIAL ACTION

The Board of Directors shall only act by:

1. Ordinance. Action by ordinances shall be in accordance with requirements of California Government Code Sections 25120 – 25132.
2. Resolution. Action by resolution may be taken at any meeting where a quorum exists. Resolutions shall provide a written record of the Board's findings leading to the Board's action as well as the specific actions taken.
3. Motion. Motions may be made at any meetings where a quorum exists. Action by motion may only be taken on items listed on the meeting agenda.

5040.40 COMMON BOARD ACTIONS

Common actions taken by the Board include, but are not limited to the following:

1. Adoption of ordinances to set and enforce rules and regulations for the administration, operation, and use and maintenance of facilities and services provided by the District.
2. Adoption of policies for the administration and operation of the District.
3. Establishing service levels.
4. Establishing strategic goals and priorities.
5. Acquisition or disposal of real property.
6. Appointment of Board Officers and Board Members (in the event of a vacancy).
7. Appointment and evaluation of District Officers.
8. Adoption of salary schedules for District Employees.
9. Adoption of budget.
10. Engaging legal counsel, auditors and other professional services.
11. Entering into contracts.
12. Entering into joint powers agreements.

5040.50 BOARD DIRECTION

As a body, the Board may provide direction or instructions to the General Manager; however, such direction will not be considered an official action of the Board. Board direction does not require formal procedures, must be in accordance with the following:

1. The Chairperson shall determine by consensus a Board directive and shall state it for clarification.

2. If two or more Directors challenge a stated directive by the Chairperson, a vote may be requested.
3. A formal motion may be made to place a disputed directive on a future agenda for Board consideration or to take some other action.
4. Although Board direction is considered an unofficial action, direction shall only be given in that relates to matters that appear on the Board meeting agenda or to matters brought up during public comment.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Board Actions and Decisions

POLICY NUMBER: 5040

ADOPTED: September 20, 2005

AMENDED:

LAST AMENDED:

5040.10 PURPOSE

The purpose of this policy is to define the types of action that can be taken by the District Board of Directors to make official decisions.

5040.20 ACTING AS A BODY

Individual Directors cannot take action or make decisions on behalf of the District. The Board can only take action when acting as a body according to the following:

1. Quorum. A majority of the total membership of the Board of Directors (3 Directors) will constitute a quorum. A quorum of the Board is required to conduct District business or take official Board action.
2. Majority Vote Required for Action. A majority vote of the total membership of the Board of Directors (3 Directors) is required to take official action as a Board. In the case where only a minimum quorum is present, action requires the unanimous vote of all three Directors present.
3. Super Majority Vote. For specific actions, the law requires a 4/5 or 2/3 majority vote of the entire Board of Directors (4 Directors) for action to be taken. Therefore, the Board cannot take action on items requiring a super majority vote when only a minimum quorum is present.
4. Abstentions. If a Director abstains from a vote, they will be considered absent for that vote. For example, when only a minimum quorum is present, the Board cannot take action when one Director abstains because a majority vote requires 3 votes. In the case of an action requiring a super majority, action cannot be taken if two Directors abstain because action requires 4 votes.

5040.30 TAKING OFFICIAL ACTION

The Board of Directors shall only act by:

1. Ordinance. Action by ordinances shall be in accordance with requirements of California Government Code Sections 25120 – 25132.
2. Resolution. Action by resolution may be taken at any meeting where a quorum exists. Resolutions shall provide a written record of the Board's findings leading to the Board's action as well as the specific actions taken.
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~~5040.10~~ Actions by the Board of Directors include but are not limited to the following:

~~5040.11~~ Adoption or rejection of regulations or policies;

~~5040.12~~ Adoption or rejection of a resolution;

~~5040.13~~ Adoption or rejection of an ordinance;

~~5040.14~~ Approval or rejection of any contract or expenditure;

~~5040.15~~ Approval or rejection of any proposal which commits District funds or facilities;

~~5040.16~~ Personnel action related to the General Manager and personnel action related to other District positions if required by law; and,

~~5040.17~~ Approval or disapproval of matters that require or may require the District or its employees to take action and/or provide services.

~~5040.20~~ Action can only be taken by the vote of the majority of the Board of Directors. Three (3) directors represent a quorum for the conduct of business. Actions taken at a meeting where only a quorum is present, therefore, require all three votes to be effective (unless a 4/5 vote is required by policy or other law).

~~5040.21~~ A member abstaining in a vote is considered as absent for that vote.

~~5040.21.1~~ Example. If three of five Directors are present at a meeting, a quorum exists and business can be conducted. However, if one Director abstains on a particular action and the other two cast "aye" votes, no action is taken because a "majority of the Board" did not vote in favor of the action.

~~5040.21.2~~ Example. If an action is proposed requiring a two-thirds vote and 2 Directors abstain, the proposed action cannot be approved because 4 of the 5 Directors would have to vote in favor of the action.

~~5040.21.3~~ Example. If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three Directors must vote in

favor of the appointment for it to be approved. If two of the four Directors present abstain, the appointment is not approved.

~~5040.30~~ The Board may give directions that are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager.

~~5040.31~~ The Chairperson shall determine by consensus a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the Chairperson, a voice vote may be requested.

~~5040.32~~ A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).

~~5040.33~~ Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda for the Board meeting during which said informal action is taken.

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

POLICY TITLE: Minutes of Board Meetings

POLICY NUMBER: 5060

ADOPTED: August 16, 2005

AMENDED: 7/9/2015

LAST AMENDED: July 9, 2015

5060.10 PURPOSE

The California Government Code requires the District Board of Directors to keep a record of all of its actions. This policy sets forth this requirement and establishes responsibilities and required contents for Board Meeting minutes.

5060.20 RESPONSIBILITY

The Secretary of the Board of Directors shall keep minutes of all regular, special and emergency meetings of the Board. The Secretary shall also be responsible for presenting draft meeting minutes for Board approval and for retaining approved meeting minutes. The Board of Directors shall be responsible for reviewing and approving draft meeting minutes.

5060.30 CONTENTS

The California Government Code requires that the Board's meeting minutes record all Board actions, including the aye and no votes taken for the passage of all ordinances, resolutions, or motions. In addition to recording Board actions, Board meeting minutes shall include the following (if relevant):

1. Meeting type (Regular, Special, or Emergency)
2. Place, date and time of meeting.
3. Directors present and absent by name.
4. District staff present by name.
5. Time meeting was called to order.
6. Time and name of any Directors arriving late.
7. Time and name of any Directors departing early.

8. Names of Directors absent (or abstaining) during any agenda item upon which action was taken.
9. Summary record of staff and board reports.
10. Summary record of public comment regarding matters not on the agenda.
11. Approval of the minutes or modified minutes of preceding meetings.
12. Approval of financial reports.
13. Time of meeting adjournment.

5060.40 RETENTION

Approved meeting minutes shall be retained in accordance with the District's Records Retention Policy. Hard copies shall be kept in a fireproof vault or fire-resistant, locked cabinet. Electronic copies shall be kept on the District's server.

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~~5060.12 All actions shall be recorded in the minutes. Individual votes will be recorded for actions taken on resolutions and ordinances. All resolutions and ordinances adopted by the Board shall be numbered consecutively, starting new at the beginning of each year. The following additional information (if relevant) shall be included in each meeting's minutes:~~

- ~~i. Date, place and type of each meeting.~~
- ~~ii. Directors present and absent by name.~~
- ~~iii. Administrative staff present by name.~~
- ~~iv. Call to order.~~
- ~~v. Time and name of late arriving Directors.~~
- ~~vi. Time and name of early departing Directors.~~
- ~~vii. Names of Directors absent during any agenda item upon which action was taken.~~
- ~~viii. Summary record of staff reports.~~
- ~~ix. Summary record of public comment regarding matters not on the agenda.~~
- ~~x. Approval of the minutes or modified minutes of preceding meetings.~~
- ~~xi. Approval of financial reports.~~
- ~~xii. Time of meeting adjournment.~~

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Fire and Rescue Division



Board Operations Report

For April 2022

INCIDENTS

- April emergency incident responses: **28**
- Public Contacts/Non-Fire Agency Assists a total: **7**
- Please see attached statistics for incident response information

PERSONNEL

- Chief Officer-1
- Full Time Captains-3
- Relief Captains-6
- Intern Operators-2
- Intern Firefighters-1
- Relief Firefighters-2
- **15** total on personnel roster: One New Water Tender Operator, Michael Garza

EQUIPMENT AND APPARATUS

- E-721 is still waiting on Insurance Status
- All other fleet vehicles and apparatus are fully operational

FACILITIES

- Working on Quotes for Capital improvements to the Roof, and back wall projects

TRAINING PROGRAM: Staff completed **300** hours of combined training during the month

- All Shifts worked on the training prop to clean out old burned material
-

FINANCIAL

- Working with a grant writer for the SAFER grant
-

TUOLUMNE COUNTY CHIEF OFFICER'S ASSOCIATION

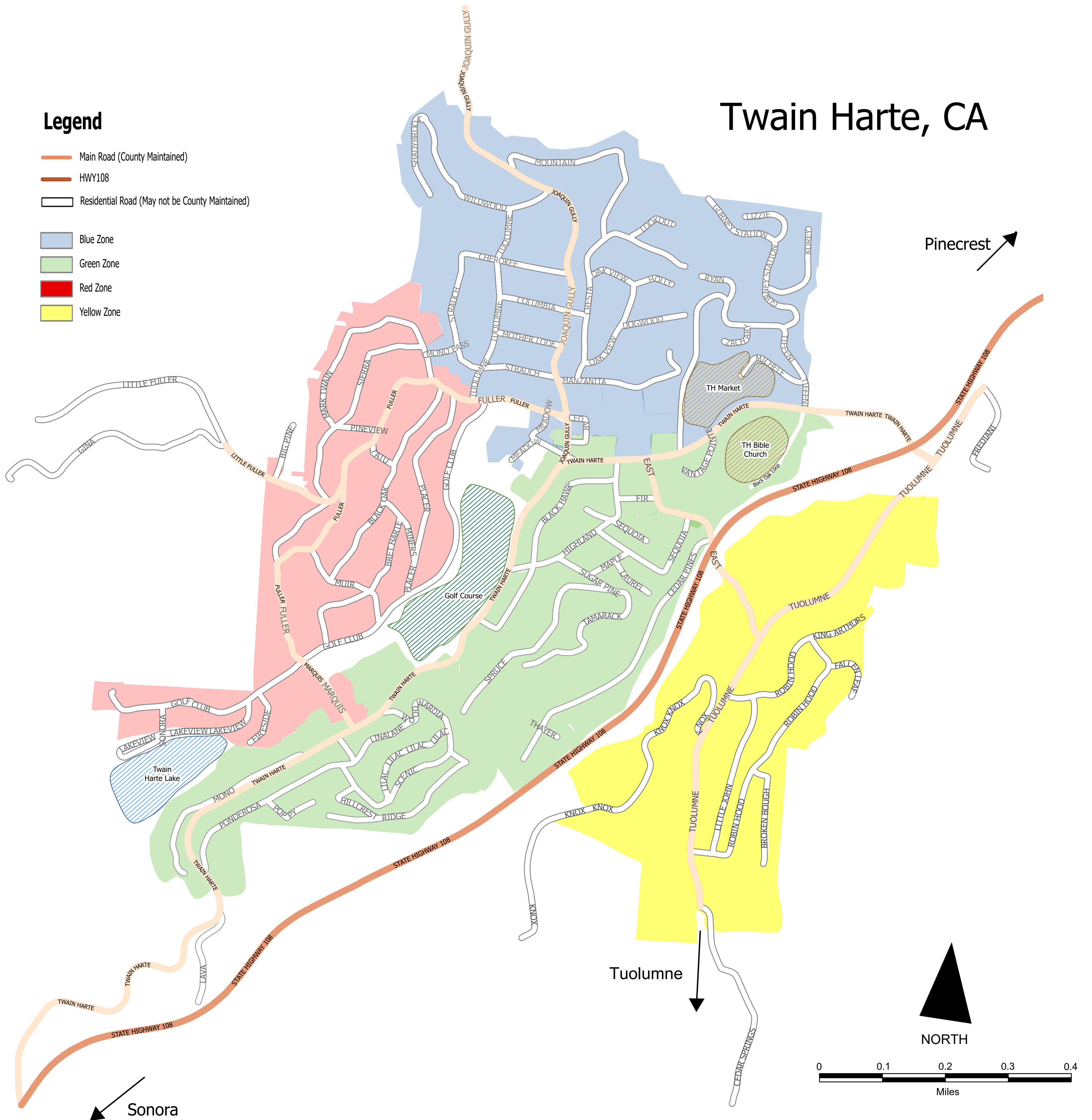
- County dispatch plans updated, Mutual Aid agreement to be reviewed by legal then all parties to sign

FIRE PREVENTION PROGRAM/PUBLIC EDUCATION

- All shifts are currently working on Business inspections in town
- Michelle Wagner, Chief Gamez, and GM Trott have completed the Twain Harte Egress Map.



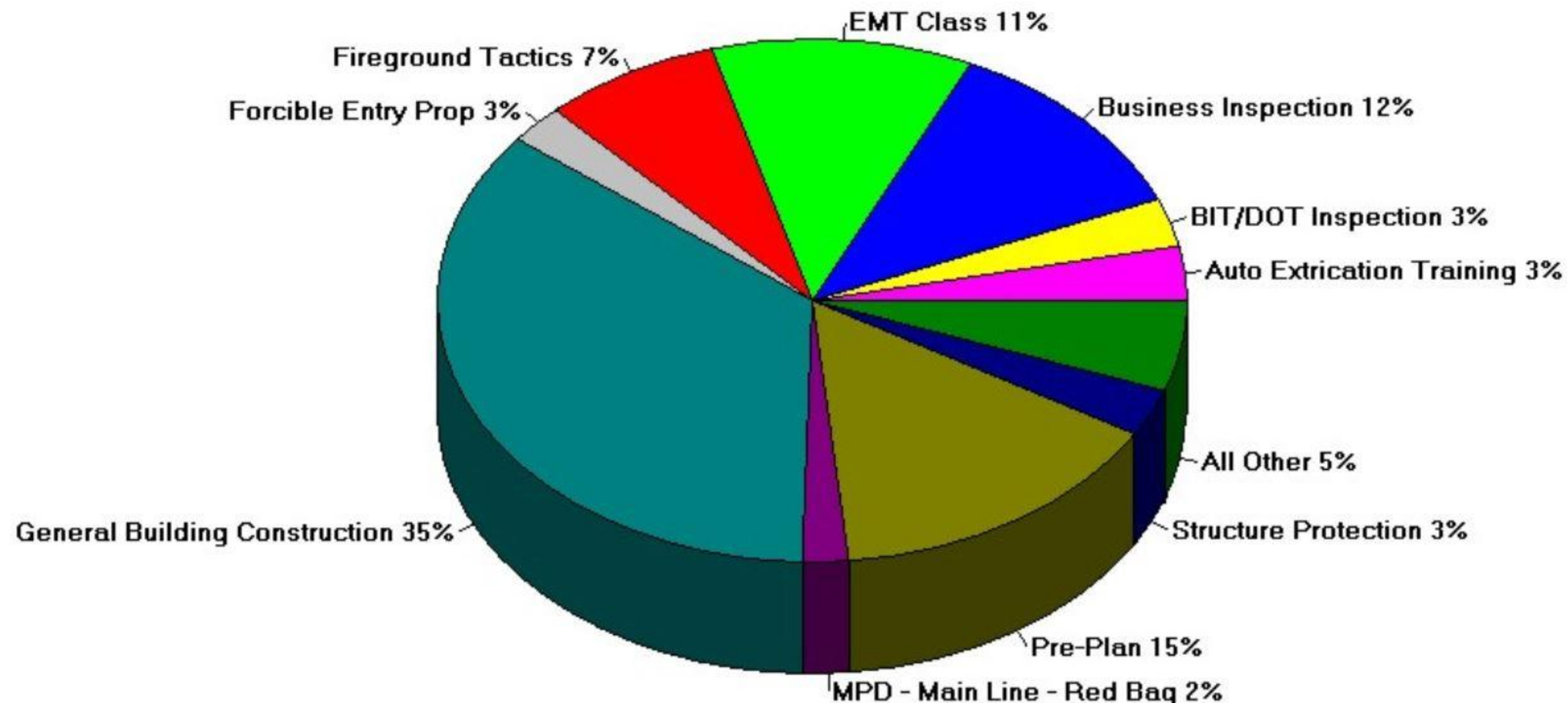
KNOW YOUR EGRESS ROUTES



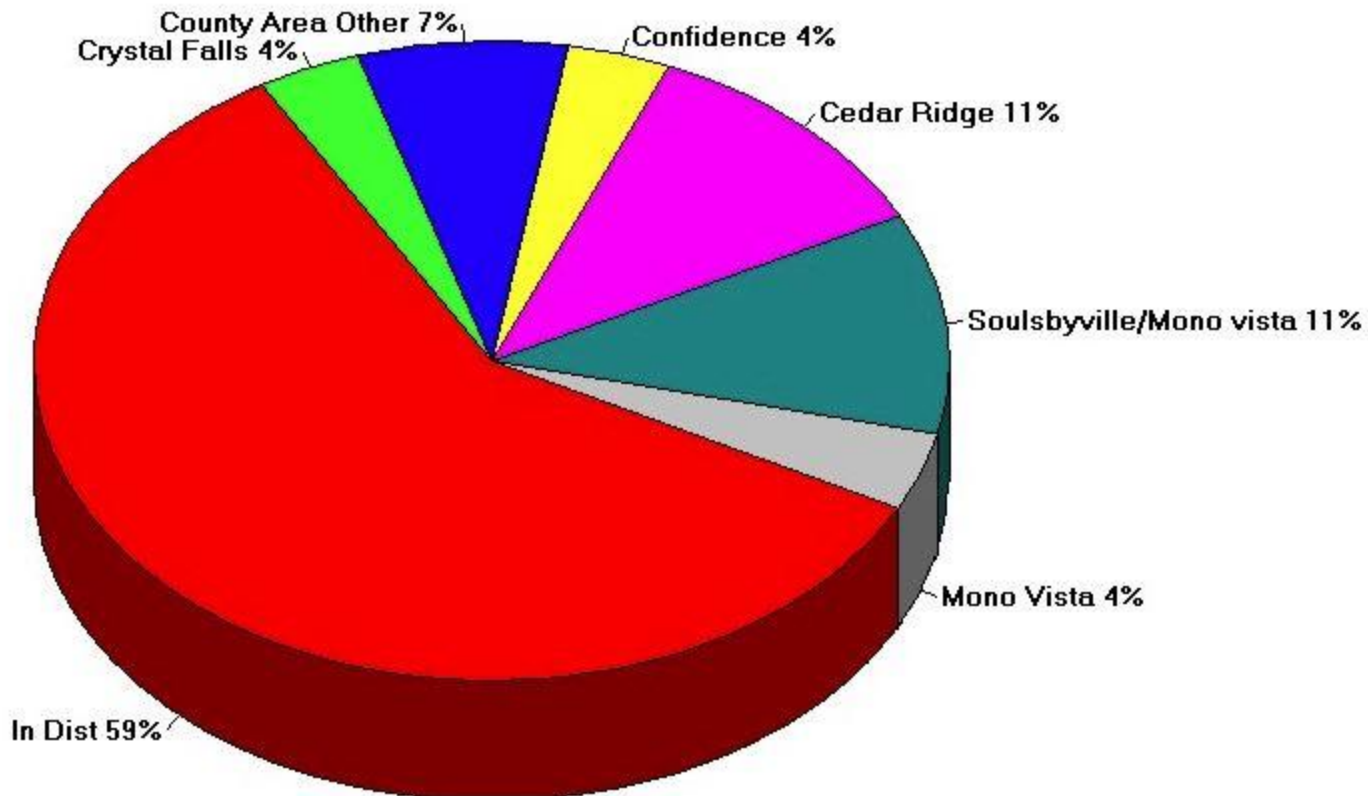
Get to Know Your Egress Route:

1. Find your home on the map and identify your Zone.
2. Identify the shortest routes from your home to the Main Roads.
3. Identify multiple routes out of your Zone and out of Twain Harte.
4. Pick a different route to take home once a week to become familiar with road conditions and the amount of time each route takes you.
5. Knowing and practicing your egress routes will enable you to leave the area quickly and safely in an emergency and will help you follow any evacuation orders issued by the Tuolumne county Sheriff.

Total Staff Hours by Training Category
Date Between {04/01/2022} And {04/30/2022}

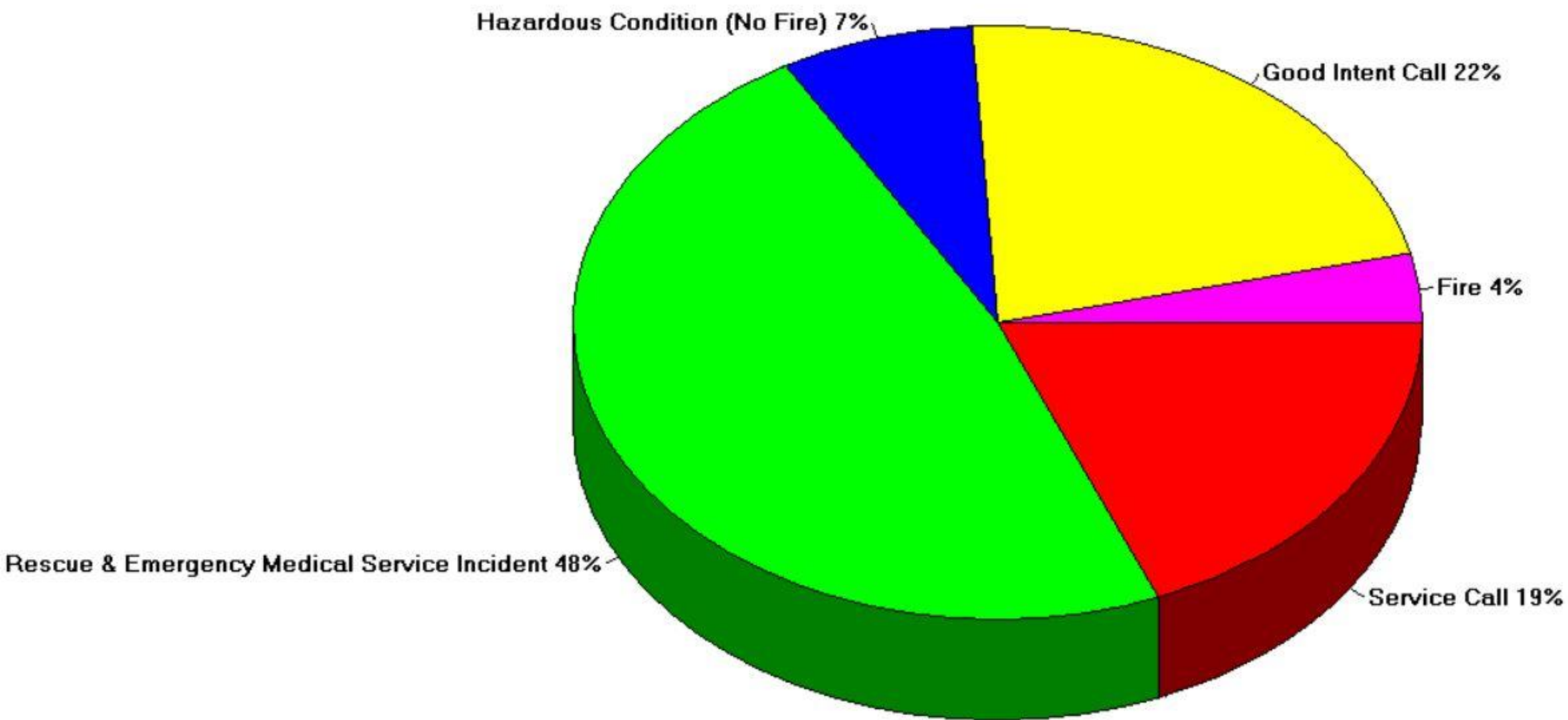


Incidents by District
Alarm Date Between {04/01/2022} And {04/30/2022}



Incident Type Summary

Alarm Date Between {04/01/2022} And {04/30/2022}





SERVING TUOLUMNE COUNTY

MONTHLY UPDATE

April 2022

Editor: Mary Schreiner, PIO
Editing Team: Michelle Wagner & Carol Hallett
twainhartecert@gmail.com

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NOTES FROM THE PROGRAM MANAGER

by Carol Hallett



We are so blessed to have April Showers this year, which in the higher elevations has been April Snow. Mother Nature has given us a bit of a reprieve but we need to do our part to get prepared as each year we have evaded the possibility of locally devastating summer fire.

To get prepared, there are several things to take into consideration. Plan, Practice & Pay attention.

Plan: Pick your out of county contact. Share your family and friend list with that person. Let your list of contacts know that if an emergency happens, your out of county contact will give them updates about you and your status.

Map out the roads in your neighborhood to utilize when evacuations become necessary. Go on to the county website to print these out. Remember that GPS might not work, so having a printed back up is a good idea.

Pack your emergency bags according to your family requirements: Emergency Kit, First Aid Kit, People Go Bag, Pet Go Bag. There are many lists you can download to help you decide what to pack. The best kit is the one you put together ahead of time.

NOTES FROM THE PROGRAM MANAGER, cont'd

Practice: Send a test note to your out of county contact and have them send that note to your list. This will ensure that everyone knows how this system works and if any additions or changes need to be made.

Drive the alternate routes from your home periodically so that you become comfortable with these roads..



Pay Attention: If you hear or see a spotter plane tune in local radio stations, check social media and turn on your emergency FRM radio. Remember some forms of communication might go down during an emergency so having redundant or alternative input is a good thing.

Do NOT leave this until the last minute; prepare now!



WORKPLACE SAFETY TIPS

by John Buckingham, Safety Officer, THA-CERT

May 1 to May 7 is Occupational Health and Safety Week, so here are a few safety tips for the workplace:



- 1) Pay attention to your surroundings, always be alert to potential safety threats
- 2) Maintain good posture for a healthy back
- 3) Take breaks on a regular basis and perform stretch exercises safely

4) Use machines and tools properly

5) Never drink alcohol or use drugs while in the work environment

6) Ensure people are properly trained on how to use tools and machines safely

7) Keep Emergency exits clear

8) Always use the right safety equipment



TRAINING

By Dawn Cronin, Training Unit Leader, THA-CERT



HELICOPTER LANDING TRAINING



Join this amazing training, it is open to the public. We will safely assist in landing of a PHI helicopter with assistance from the fire department and get a medical review from the PHI team. This is a service provided to all residents.

What is CERT?

The Community Emergency Response Team (CERT) program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills.

Get Trained

Day: Saturday
Date: May 21, 2022
Time: 0900 – noon
Location: Twain Harte Bible Church

Trainers: PHI Flight Crew

Just show up & you will be part of the class.

For more information about CERT: twainhartecert@gmail.com

Radio Drill with THFD

A drill to practice our radio skills is being scheduled with Chief Gamez.

Tentative date: May 17th

Stay tuned for confirmation of date, time, and location

RED CROSS/CERT EVACUATION CENTER DRILL

Practice set up, manage, and dismantle of an evacuation center.

Thursday, May 26

10 am - noon

Site to be determined

Special thanks to Dawn Cronin for holding the office of Training Unit Leader. Dawn needs to step down at this time and her contributions will be missed. She will continue to be an active member of CERT but just not in an executive staff role.

VEHICLE MAINTENANCE

By Mike Mandell, Team Leader, THA-CERT

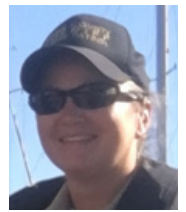


All THA-CERT vehicles were inspected and logged per our monthly schedule. We are working on new processes and Ron has so many great ideas. It is a pleasure to work with him.

Thanks to Ron Kessler for ensuring the readiness of our fleet.

UAV DRILL -OF SILK PURSES AND SOW'S EARS

by Michelle Wagner, UAV Unit Leader, THA-CERT



If you are of an older generation or from the “South”, you’ll understand the reference. You youngsters may have to Google it.

The UAS Unit was presented with a big fat Sow’s ear last Tuesday. Doug Simmons and I spent time last weekend making sure our equipment was up to date and ready for a Fire Department multi-company drill on Tuesday, only to find out when we showed up that morning that it had been cancelled.



UAS Unit

Well, rather than go home frustrated, we decided to take that opportunity to train anyway. And the Firefighter Rehab Crew (Lise, Matt and Luz) had also shown up, stepped up in true THA-CERT fashion and opted to stay and help us train by playing our “victims”.



Doug Simmons

We ran a scenario of a car over the side of the road and down an embankment and put our aircraft and crews to the test.

Our two seasoned pilots, Doug Simmons and Ben Wagner, flew two different aircraft (at one point, both at the same time!). Working with the rest of our crew, Carol Hallet, Randie Revilla, and I, they were able to successfully locate, communicate with, and deliver a portable radio to our “victims”.

We learned a number of things along the way that we will incorporate into our procedures and we all had fun training together, as usual.

My thanks to the UAS Unit for their hard work and dedication, as well as their expertise. My thanks also to the Firefighter Rehab crew for unselfishly giving up their morning to help us train. Teamwork at its finest!



Ben, Randie & Carol



Lise Lemonnier



Matt Kain



Doug, Ben & Michelle

FIREWISE CLEAN UP IN TWAIN HARTE

by Lise Lemonnier, Planning Officer, THA-CERT



One of our Firewise neighborhoods in Twain Harte, Cedarview will be participating in the Wildfire Community Preparedness Day on May 7, 2022. We will be concentrating a clean up on the corner of Little Fuller Rd & Gina Rd. We will be conducting roadside clearance. This will enable everyone to more safely use Little Fuller as an alternative egress. There are lots of trees and debris that was a result of the winter storms and our goal is to clean that up. We have a group of wonderful Twain Harte residents that are coming over to help.

We will start at 0900 and each person is to bring gloves and tools. If you would like to join us and see how a Firewise neighborhood works please feel free.



Closer to downtown Twain Harte another Firewise neighborhood, Twain Harte Heights, will also be participating in the Wildfire Community Preparedness Day. Anne McInerney is leading this project. Neighbors are getting together to work as a community on one of their Action Plans.

This area just recently got approved as a Firewise neighborhood and has been extremely active. They will be supplying us with photos for next month's newsletter.



It is great to have so much being done to make our community more fire safe.



WHAT TO DO WITH YARD WASTE...

2022 Free Green Waste Drop OFF

The Tuolumne County Air Pollution Control District in cooperation with SMCI Slash Site (formerly Plainview), and Green Works LLC are offering a free green waste drop off program.

Saturday April 30th, Thursday May 12th, Saturday May 28th, Thursday June 9th, and Saturday June 18th are free green waste drop off days for Tuolumne County Residents Only. No Commercial haulers or Businesses. Proof of residency is required. Contact the Tuolumne County Air District for more information @ 209-533-5693.

ACCEPTABLE DROP OFF ITEMS

Clean Vegetation
Garden Waste
Pine Needles/Cones
Bark

Lawn Trimmings
Small Trees/Brush/Limbs
Wood Chips
Woody Material

UNACCEPTABLE ITEMS

Tree Stumps
Garbage/Refuse
Non-Vegetative Material

Food/Pet Waste
Business Green Waste
Contractor Green Waste

SMCI Slash Site (Plainview)
Hwy 108 / Plainview Dr.
Open 8 – 4 THURSDAY - MONDAY

Green Works LLC
18629 Eagle Ridge Dr.
Open 8 – 5 MONDAY – SATURDAY

Don't Burn It - Recycle It!

FIREWISE COMMUNITY'S INCREASE IN TUOLUMNE

by Karen Caldwell, Firewise Coordinator, Tuolumne County

Recent spring weather has gotten many of us outside working in our yards again. Now is the time to start clearing your defensible space around your home. It is also a great time to join with your neighbors to form a Firewise Community.

CAL FIRE recently announced that the 500th Community in California was Designated "Firewise". Here in Tuolumne County, we now have 14 designated communities! There are 3 more in the works, so more Firewise Communities will be coming soon. For a complete list of designated Firewise Communities go to <http://tuolumnefiresafe.org>.

The Firewise USA Program is free. It is a grass roots effort of neighbors working together to reduce the risk of wildfire damage to their neighborhoods. You are already required to do your home clearance (Public Resources Code, 4291), but there is so much more we can and need to do.

By joining together, we can accomplish more than we can individually.

The national Firewise USA® recognition program provides a collaborative framework to help neighbors in a geographic area get organized, find direction, and take action to increase the ignition resistance of their homes and community and to reduce wildfire risks at the local level. Any community that meets a set of voluntary criteria on an annual basis and retains an "In Good Standing Status" may identify itself as being a Firewise® Site.

Wildfires can impact dozens or hundreds of homes simultaneously, and if your neighbors' homes aren't prepared, your home may be more vulnerable too. Therefore, you need to work together to address the specific risks unique to your communities.

Become a part of the solution!

For information on getting started contact: Karen Caldwell at tcfirewise@gmail.com, 209-559-9527.



FIREWISE USA®

Residents reducing wildfire risks



If you live in Twain Harte Area and would like to start a Firewise Neighborhood feel free to contact:
Carol Hallett twainhartecert@gmail.com

PREPAREDNESS VIDEO

by Carol Hallett, Program Manager, THA-CERT



THA-CERT was invited to create a video message about preparedness by Tuolumne County Public Health...specifically Kristina Herrera made the request in an email.

Hi Carol,

We are celebrating National Public Health Week starting April 4, 2022. We are hoping to do a robust social media campaign and were reaching out to see if you or anyone from CERT would be interested in joining us for a Facebook Live event during the lunch hour or afternoon to walk us through an emergency kit and talk about what to prepare for an emergency, esp. as we approach fire season. You are also welcome to speak about CERT for a few minutes. If you or anyone with CERT are interested in this collaboration, please let me know. We are aiming for doing the FB Live on either Wednesday 4/6/22 or Friday 4/9/22.

Thank you!

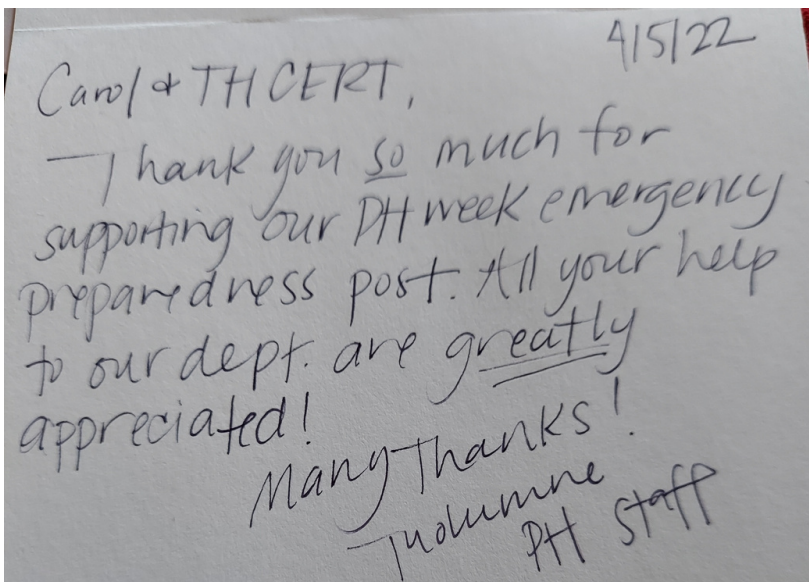
Kristina Herrera, MPH, CHES
Public Health Programs Supervisor

We scheduled the live recording date of April 5th and I arrived with my kits and was ready to record. Kristina met me and we got started like we had done this a thousand times before, well maybe she has but it was new for me. She made it easy.

She set up the background, she started the recorder and I looked into the camera and started to speak. It is easy to speak about something when you are passionate about it. We had a glitch or two but she assured me that she could edit it to make it work out.

I have not seen the Facebook Live stream yet but it should be available soon.

The subject: Building your Emergency Kit.
I hope you will use it to get your kit started.



ACCESS TUOLUMNE

by Jerry Day, Access Tuolumne General Manager



ACCESS TUOLUMNE is media produced by and created for the people of Tuolumne County. If you have something to share with our community, this is the outlet for you. Right now we air a variety of local content, including a news program (This Week in Tuolumne County), a talk show (The Interview), lifestyle programming (Willow's Vintage Homestead, Walking' California), church services (Love Alive, Church of the Harvest), children's programming (Storytime) and coverage of local government meetings (Board of Supervisors, City Council, Transportation, and Planning Commissions). We also offer educational programming from the University of California, nature programming, international news, classic TV & movies, and programming of interest from other public access channels (including Calaveras). Another fun project that we are working on is with THA-CERT. They have an Emergency Preparedness Series that we are finalizing and will be airing soon. Every day we work towards making more and more of our programming hyper-local.

You can find Access Tuolumne on Comcast channel 8 and via Sierra Nevada Communications in the Groveland area (Ch. 17.8). Don't have cable? No problem! We stream our entire broadcast day on our website (AccessTuolumne.org) and via our Roku and AppleTV apps. Amazon Fire TV is also available, and an iPhone app is in the works. In addition, all our local programming can be viewed on-demand.



Access Tuolumne mobile unit

So come grow with us! If you have an event you want to share with the community, a show you'd like to produce, or content you would like us to broadcast, contact us at info@accesstuolumne.org or call 209-536-1888



HOW TO BECOME A CERT MEMBER

Volunteering is a fantastic way to give back to the community, a perfect way to mentor people and to use your skills and caring to help others. How do you become a member? Start attending our monthly training, drills and events. Send us a note and request to be added to the members group. Send a note to: twainhartecert@gmail.com.



Are you prepared for wildfire?

Wildfires know no season.



Being prepared means starting your projects now.

TOGETHER WE ARE PREPARED



Create your defensible space.

Work with your neighbors, family and friends to make a difference in the community.

Are you a part of a Firewise neighborhood? Start one today!

For more information, contact tcfirewise@gmail.com

Put together your go bag for you, your family and your pets.

What is in your Pet Preparedness Kit

A significant number of families have pets and they need to be ready for a disaster too. Below are items to have ready to go in your pet emergency kit.

What Goes in Your Pet Emergency Kit:



Food and water (3 days) bowls, manual can opener

Medicines, medical records, and first aid kit

Collar with ID tag, harness, or leash (include backups)

Crate or pet carrier

A picture of you and your pet together

Important documents: registration & vaccination

Familiar items: favorite toys, treats, and bedding

Plastic bags/litter for cleaning up after your pet



Twain Harte Area



Serving all of Tuolumne County

Go Bag List – It is recommended that you use this as a starting point for creating you and your families personalized list.

AIR

- Air filtration mask*

SHELTER

- Tent*
- Space blanket*
- Sleeping bag

WATER

- Filtration system*
- Water carrying solution*

FOOD

- Rations*
- Fishing kit

CLOTHING

- Cold weather gloves*
- Head gear*
- Waterproof jacket
- Change of clothes

DEFENSE

- Knife*
- Pepper spray

WARMTH

- Hand warmers*
- Matches/firestarter*

LIGHTING

- Chem lights*
- Flashlight*
- Headlamp

FIRST AID

- Anti-bacterial wipes*
- Painkillers*
- Gauze pads*
- Sunscreen*
- Medical gloves*
- Medical instrument kit*
- Bandages/Band-Aids*
- Sling*
- Burn gel*
- Antibiotic ointment *
- Antiseptic wipes*
- First aid instructions*
- Tourniquet

NAVIGATION TOOLS

- Map of area
- Compass
- GPS tracking system

MULTI-PURPOSE TOOLS

- Mini shovel*
- Axe*
- Multi-tool*
- Paracord*
- Duct tape*
- Crowbar
- Folding saw

MISCELLANEOUS

- Charger*
- Goggles*
- Whistle*
- Sewing kit
- Copies of important documents
- Emergency cash
- Prescription drugs
- Small mirror

* Indicates items to consider based on your needs

WHERE DOES THE TIME GO?

by Lise Lemonnier, THA-CERT Planning Officer



The total THA-CERT volunteer hours for April are:

Administration =	239
Training =	48
<u>Deployment =</u>	<u>0</u>
Total April hours =	287



May

WHAT'S NEXT?

Events

Visit Tuolumne County:

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

Twain Harte Chamber of Commerce:

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

Wildfire Community Preparedness Day

Cedarview Firewise Neighborhood, Twain Harte

Location: Corner of Gina & Little Fuller

Date: Saturday, May 7, 2022, 9:00 am

Training

CERT/THFD Radio Drill

Tentatively set for May 17th

Time/Location TBD

CERT Training - Twain Harte

Subject: Helicopter Landing & Medical Review

Trainer: PHI Helicopter staff & Fire Department

Location: Twain Harte Bible Church

Date, Day & Time: Saturday, May 21, 2022 0900-noon

CERT Drill - Location to be determined

Subject: Evacuation Center set up, manage & dismantle

Collaborative drill: Red Cross, OES & CERT

Location: TBD

Date, Day & Time: Thursday, May 26, 2022 1000-noon

Save The Date!

Tuolumne County Wildland Fire Townhall

Location: Motherlode Fairgrounds, Sierra Building

Date, Day & Time: Saturday, June 4, 2022 10:00 - 1:00

Holidays

Memorial Day

Monday, May 30, 2022

Meeting

THCSD Board Meeting

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

Wednesday, May 11, 2022, 9:00 am



Traffic Control Training

Location: Vantage Point Dr, Twain Harte

Date, Day & Time: Saturday, July 30, 2022 9:00-noon



TWAIN HARTE CSD OPERATIONS REPORT

What's New

- Former intern Eric Kile, returns to us as our new Operator I.



Water/Sewer/Park
Division

For April 2022

Board Meeting 5/11/22

- Distribution assessment Risk Matrix Meeting
 - Great workshop in creative ways to assist in the prioritization of projects

- Pre Fire Season Operational Area Meeting
 - Many of the Local, State and Federal Firefighting and Law Enforcement agencies are woefully understaffed and are very worried about this fire season being especially deadly if fire occurs in areas that need evacuations

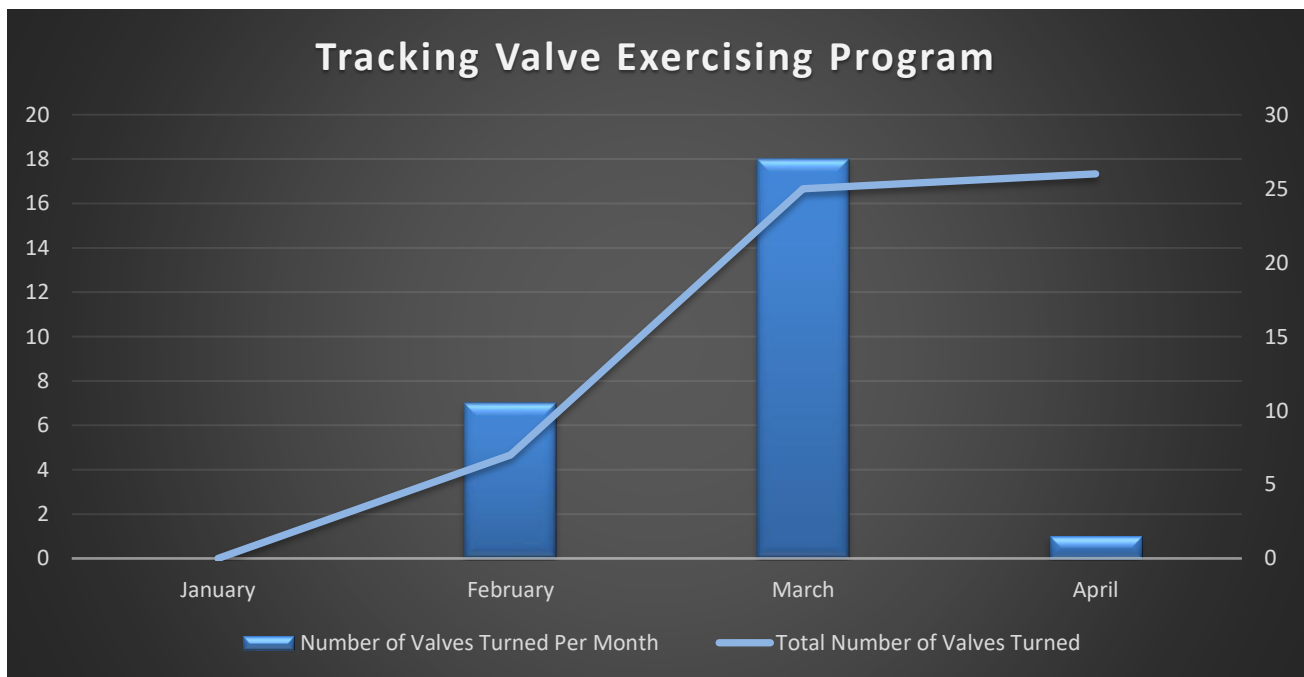


Highlights



Water

- Number of customer service calls were average for this time of year (20-35) for a total of 21.
- Valves inspected and maintained out of 575: 26 or 4.5%.
(Context: 0 were inspected and maintained by this time last year with an annual goal of 25%)



- SWTP 6" filter influent water line failure. Pipe was temporarily repaired with plans to completely replace in FY 22/23.



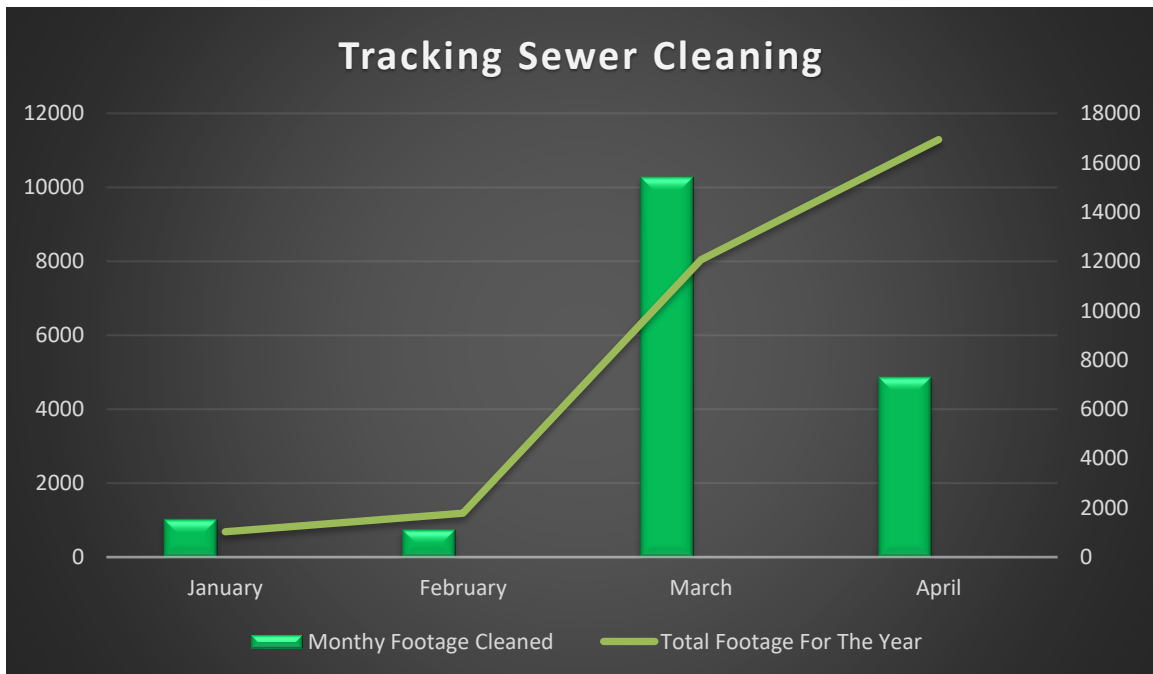
- Pinecrest and Lyons Reservoirs are filled and currently expected to continue spilling until mid June.



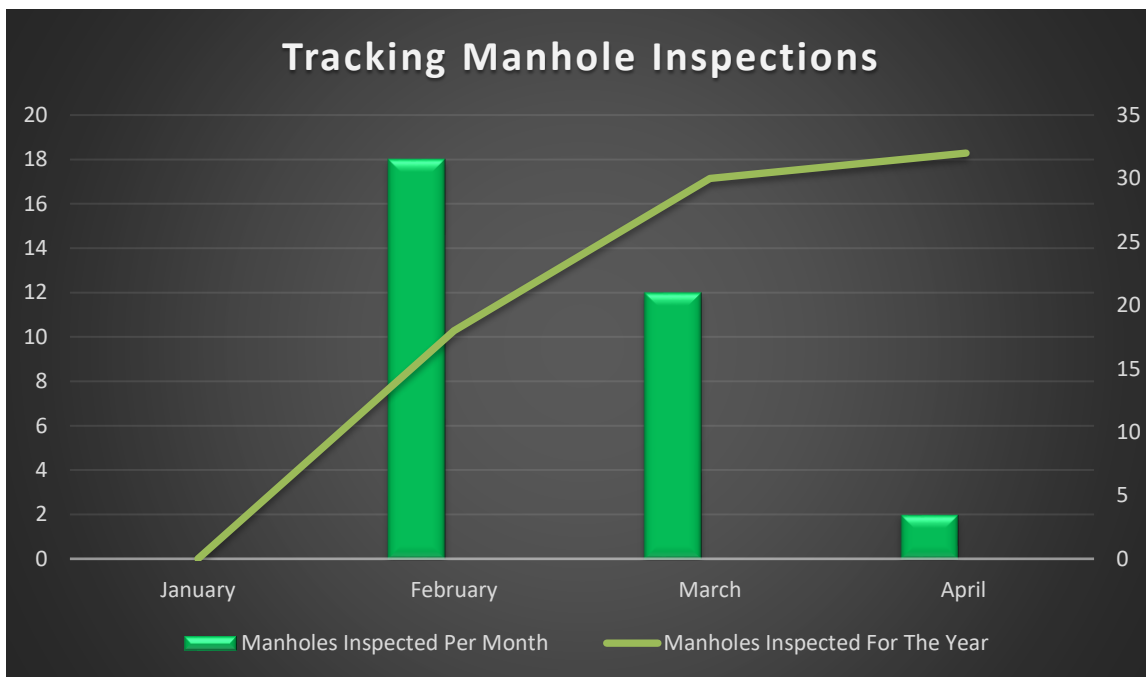


Sewer

- Number of customer service calls were slightly above average for this time of year (1-10) for a total of 1.
- Sewer main footage cleaned out of 142,072': 16937' or 11.9%. (Context: 3877' were cleaned by this time last year with an annual goal of 25% cleaned).



- Manholes inspected and maintained out of 468: 32 or 6.8%. (Context: 84 were cleaned by this time last year with an annual goal of 25%).



- New Jetter Training for crew by Jason Karney



- Quarterly Downtown Cleaning completed



Pictured Miguel Hernandez

- Manhole rehabilitation off of Placer.



Pictured Mike Royce and Miguel Hernandez

- Mono Sewer project completed. Short clip of video fusion process.



Parks and Recreation

- Baseball Field



- Facilities cleaning situation
 - Current provider only able to do 3 days a week due to personal health issues until we can find a more full-time contractor
 - We have spoken to 6 vendors but only two have provided interest

Vehicles and Equipment

- Truck #6 burned copper wire for inverter, glow plugs replaced



- Fuel Tank – Fuel polishing is complete

Year: 2022

Month	Treatment Plant (Gal)	Well #1 (Gal)	Well #2 (Gal)	Well #3 (Gal)	Total Recycled (Gal)	Total Production (Gal)	2013 Total Production (Gal)	Percentage Conserved (%)	Rain (inches)	Snow (inches)
Jan	2,615,579	1,154,015	1,991,891	204,178	243,611	5,965,663	8,304,262	28.16%	0.15	0
Feb	2,020,580	980,732	1,821,746	0	157,417	4,823,058	5,836,362	17.36%	0	2
Mar	2,634,940	1,059,070	2,080,661	0	172,648	5,774,671	5,776,198	0.03%	1.39	4
Apr	2,354,273	996,645	2,046,546	0	155,127	5,397,464	6,737,931	19.89%	2.22	0.5
May						0				
Jun						0				
Jul						0				
Aug						0				
Sep						0				
Oct						0				
Nov						0				
Dec						0				
Total	9,625,372	4,190,462	7,940,844	204,178	728,803	21,960,856	26,654,753	17.61%	3.76	6.5

GM REPORT

MAY 11, 2022



ADMIN ACTIVITIES

- Union Negotiations
- FY 2022-23 Budget and CIP
- TH Meadows Park Design
- Operator III Recruitment & Interviews
- Annual Slash Voucher Program
- Water/Sewer Capacity Analysis for Development
- Records Retention Organization & Destruction

CAPITAL PROJECTS

Motor Control Center (MCC) Upgrade

Budget: \$150,000

Condition assessment revealed complete MCC replacement is necessary instead of upgrade, which may cost more than original upgrade budget. Design has begun and will be followed by 6-month procurement, and installation in winter 2022.

Mono Sewer Bench Replacement - COMPLETE

Final Cost: \$26,500

Vantage Pointe Equipment Cover

Budget: \$124,000

Preliminary design initiated. Anticipated completion in fall.

Million Gallon Tank #2 Rehabilitation

Budget: \$1,275,000

Grant-funded project to replace tank roof, reinforce support structure and recoat interior and exterior of tank. Anticipated design in fall 2022 and construction in summer 2023.

Fire Station Backwall Excavation & Sealing

Budget: \$35,000

Currently getting construction bids to keep drainage from seeping through apparatus bay walls. Completion anticipated this summer.

SCADA Upgrade Project

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

Design of SCADA system to remotely operate, monitor and control water and sewer system facilities to begin in summer 2022.

MEETINGS OF INTEREST

- 4/14 CWA Union Negotiations
- 4/21 Pre-Fire Season OES Meeting
- 4/22 TH Meadows Design Kickoff
- 4/28 County Water Policy Committee
- 4/29 TUD Redistricting Mapping Meeting

PLANNING PROJECTS

Sewer System Evaluation/Analysis

Budget: \$500,000

Sewer system assessment and analysis project complete, including submittal of a construction grant application for a \$4,490,662 project to replace deteriorated sewer lines.

Water System Evaluation/Analysis

Budget: \$499,053

Hydraulic model and water loss analysis complete. Risk assessment workshop completed to identify highest priority assets to replace.

FUNDING OPPORTUNITIES

PROP 68 RURAL RECREATION - \$1.25M

TH Meadows Park / Awards: Summer 2022

FEMA SAFER GRANT - \$1M

Engineer Staffing / Due: Fall 2022

MULTI-BENEFIT DROUGHT GRANT - \$1.275M

MG Tank #2 Rehab / AWARDED

PROP 68 PER CAPITA GRANT - \$177,953

New Park Improvements / AWARDED





