

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 VIDEO TELECONFERENCE March 10, 2021 9:00 A.M.

IMPORTANT NOTICE:

To help slow the spread of COVID-19, the District offices are closed to the public. Under the Governor's Executive Order N-25-20, this meeting will be held remotely by teleconference using Zoom:

- Videoconference Link: <https://us02web.zoom.us/j/83839833359>
- Meeting ID: 838 3983 3359
- Telephone: (669) 900-6833

ANYONE CAN PARTICIPATE IN THIS MEETING: see details at the end of this agenda.

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. Presentations:

A. Presentation of flag by Mick Grimes.

6. Consent Agenda:

A. Presentation and approval of financial statements through February 28, 2021.

B. Approval of the minutes of the Regular Meeting held on February 10, 2021.

7. New Business

A. Discussion/action to adopt Resolution #21-07 – Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds.

- B. Discussion/action regarding preliminary award of a Proposition 1 Storm Water Grant for the Twain Harte Community Stormwater Enhancement Project.
- C. Discussion/action to adopt Resolution #21-08 – Awarding a Services Agreement to the Tuolumne County Resource Conservation District in the Amount of \$72,960 for the Administration of a Proposition 1 Storm Water Grant.
- D. Annual review of Policy #1030 - Communications Policy.
- E. Discussion/action to approve revisions to Policy #3070 – Encroachment Permits.
- F. Discussion/action to approve revisions to Policy #3071 – Construction Code Enforcement.

8. Reports:

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

9. Closed Session

- A. With respect to every item of business to be discussed in closed session pursuant to Section 54957: Public Employee Performance Evaluation, General Manager.

10. Adjourn

HOW TO OBSERVE THIS MEETING:

The public can 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](#)

HOW TO SUBMIT PUBLIC COMMENTS:

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

- **Before the Meeting:** If you cannot attend the meeting, you may:

- Email comments to ksilva@twainhartecsd.com, write “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments.
- Mail comments to THCSD Board Secretary: P.O. Box 649, Twain Harte, CA 95383
- **During the Meeting:** The public will have opportunity to provide comment before and after the meeting as follows:
 - 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.

* 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.

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
BANK BALANCES
As of February 28, 2021

Account	Beginning Balance	Receipts	Disbursements	Current Balance
U.S. Bank Operating	955,259	240,605	(293,462)	902,402
U.S. Bank - D Grunsky #1*	31,712	21,771		53,483
U.S. Bank - D Grunsky #2*	37,302	19,307		56,609
LAIF	2,963,118			2,963,118
TOTAL	\$ 3,987,391	\$ 281,683	\$ (293,462)	\$ 3,975,612

*Davis Grunsky reserve money restricted for Davis Grunsky Loan Payments

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
20/21 OPERATING EXPENDITURE SUMMARY
As of February 28, 2021**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 66.67%)
Park	91,971	47,618	44,353	51.78%
Water	1,069,667	719,958	349,709	67.31%
Sewer	1,207,857	610,275	597,582	50.53%
Fire	1,032,684	778,455	254,229	75.38%
Admin	598,360	371,367	226,993	62.06%
TOTAL	\$ 4,000,539	\$ 2,527,673	\$ 1,472,866	63.18%

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
20/21 CAPITAL EXPENDITURE SUMMARY
As of February 28, 2021**

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 66.67%)
Park	154,240	101,602	52,638	65.87%
Water	381,220	50,344	330,876	13.21%
Sewer	339,900	54,574	285,326	16.06%
Fire	203,230	112,952	90,278	55.58%
Admin		-	-	
TOTAL	\$ 1,078,590	\$ 319,472	\$ 759,118	29.62%

Reflects Mid-Year Budget Revision - Approved 01/13/21

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting via Teleconference due to COVID-19
February 10, 2021

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 McManus
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

AUDIENCE: 2 Attendees.

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

Carol Hallet from CERT spoke to New Business item C. regarding Sonora Area Foundation grant highlighting some of the details of the grant opportunity.

COMMUNICATIONS:

- A. Email from UC Irvine Medical Center: Recognition of THCS Fire Personnel.

CONSENT AGENDA:

- A. Presentation and approval of financial statements through January 31, 2021.
B. Approval of the minutes of the Regular Meeting held on January 13, 2021.
C. Approval of Resolution #21-04 – Directing Preparation of the Engineer’s Report for Continuation of the Fiscal Year 2021-22 Assessment for the Twain Harte Park and Recreation Maintenance District.
D. Approval of Resolution #21-05 - Accepting the Fire Chief’s 2020 Report of Annual Inspections of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

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

SECOND: Director McManus

AYES: Mannix, Knudson, deGroot, McManus, Sipperley

NOES: None

ABSTAIN:

OLD BUSINESS

- A. None.

NEW BUSINESS:

- A. Discussion/action to adopt Resolution #21-06 – Revisions to Fiscal Year 2020-2021 Salary Plan.

MOTION: Director Knudson made a motion to adopt Resolution #21-06 -Revisions to Fiscal Year 2020-2021.

SECOND: Director Sipperley

AYES: Mannix, deGroot, McManus, Sipperley, Knudson

NOES: None

ABSTAIN:

- B. Discussion/action to approve a Memorandum of Understanding for a Regional Assistance to Firefighters Grant Funding Application for Self-Contained Breathing Apparatus.

MOTION: Director McManus made a motion to approve a Memorandum of Understanding for a Regional Assistance to Firefighters Grant Funding Application for Self-Contained Breathing Apparatus.

SECOND: Director deGroot

AYES: Mannix, deGroot, McManus, Sipperley, Knudson

NOES: None

ABSTAIN:

- C. Discussion/action to approve a grant from Sonora Area Foundation in the amount of \$6,269.82 for Community Emergency Response Team (CERT) Unmanned Aerial Vehicles (UAVs), training and uniforms.

MOTION: Director McManus made a motion to approve a grant from Sonora Area Foundation in the amount of \$6,269.82 for Community Emergency Response Team (CERT) Unmanned Aerial Vehicles (UAVs), training and uniforms.

SECOND: Director Mannix

AYES: Mannix, deGroot, McManus, Sipperley, Knudson

NOES: None

ABSTAIN:

- D. Discussion/action regarding election of board members for the Mountain Counties Water Resources Association.

MOTION: Director DeGroot made a motion for the board to vote for Barbara Balen, Lori Anzini and Mike Lee for the Mountain Counties Water Resources Association 2021 Board of Directors.

SECOND: Director Mannix

AYES: Mannix, deGroot, McManus, Sipperley, Knudson

NOES: None

ABSTAIN:

- E. Discussion/action regarding consideration of approving a letter of support for the Special Districts Provide Essential Services Act - HR 535 and S 91.

MOTION: Director Mannix made a motion to approve a letter of support for the Special Districts Provide Essential Services Act – HR 535 and S 91.

SECOND: Director McManus

AYES: Mannix, deGroot, McManus, Sipperley, Knudson

NOES: None

ABSTAIN:

REPORTS:

President and Board member reports.

- *Director Mannix spoke about the upcoming TUD meetings and encouraged all board members to attend.*

Fire Chief Report by Chief Gamez

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

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 10:12 a.m.

A. Liability Claims (Government Code Section 54956.95)

Claimant: Robert and Janet Junger

Agency Claimed Against: Twain Harte Community Services District

President Sipperley reconvened the meeting into regular session at 10:38 a.m. and reported that the board reviewed the claim and voted to deny it and send a letter of correspondence stating this.

ADJOURNMENT:

The meeting was adjourned at 10:39 a.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Gary Sipperley, President

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 21-07**

**APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

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

1. APPROVES THE FILING OF AN APPLICATION FOR THE **TWAIN HARTE MEADOWS PARK PROJECT**; AND
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project; and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to its **General Manager** to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
7. Will consider promoting inclusion per Public Resources Code §8001(b)(8 A-G).

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their regular meeting on March 10, 2021.

I, the undersigned, hereby certify that the foregoing Resolution #21-07 was duly adopted by the Twain Harte Community Services District Board of Directors following a roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

Sent via email to: ttrott@twainhartecsd.com

February 16, 2021

Tom Trott
Twain Harte Community Services District
PO Box 649
Twain Harte, CA 95383

PROPOSITION 1 STORM WATER GRANT PROGRAM ROUND 2 IMPLEMENTATION GRANT SOLICITATION, NOTIFICATION OF AWARD

Congratulations! The State Water Resources Control Board's (State Water Board's) Division of Financial Assistance (Division) Deputy Director approved the Funding List for the Storm Water Grant Program's (SWGP) Proposition 1 (Prop 1) Round 2 Implementation Grant solicitation. The Twain Harte Community Stormwater Enhancement Project has been approved for funding with a grant award of \$3,748,732.

With this project, you are demonstrating that your community is at the forefront of a major shift in California in how we think about storm water. Rather than viewing storm water only as a nuisance due to threats posed by flooding or pollutants in storm water, communities throughout the state are looking for ways to turn storm water into a resource to combat droughts and the effects of climate change. We look forward to our new partnership and leveraging state resources to obtain your project's key benefits.

The SWGP Unit will soon be assigning grant managers and program analysts to initiate the agreement process. You will receive introductory emails from your assigned grant manager and program analyst with further information about roles and responsibilities, grant agreement development, invoicing, deliverables, performance measures, and reporting requirements. We encourage your prompt response to any requests from our staff by specified deadlines; delays or failure to respond could result in withdrawal of this grant award.

The agreement process will begin with the finalization of a scope of work, budget, and schedule that is acceptable to the Division's Deputy Director. The scope of work will be based on the proposal submitted with the application, but improvements to the scope of work, budget, and schedule may be required as part of the grant agreement negotiation process. The Division may have questions or additional clarifications regarding your proposal that will need to be addressed during agreement negotiation.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

Your grant award is conditioned on the successful negotiation of an agreement and the following:

1. Applicants selected for funding have sixty (60) days after this award to submit all applicable supplemental documentation. If all required documentation is not submitted within this timeframe, the funding award may be withdrawn;
2. The detailed budget will be submitted as part of the supplemental documentation. It is possible that staff may determine portions of the project costs ineligible for grant reimbursement based on the review of these more detailed cost estimates;
3. Storm Water Resource Plan requirements must be completed within 90-days after this award, including showing proof that the local Integrated Regional Water Management (IRWM) group has received the plan(s) to incorporate into the IRWM Plan;
4. Should the Division determine that this project can be funded in whole or part by unused or re-appropriated funds from older propositions, you may be required submit information to satisfy the legal requirements of those propositions;
5. During agreement negotiation, if complexities are noted regarding the ownership and/or operation of the project, you may be required to submit a legal opinion upon execution of the financing agreement. A sample template for this legal opinion is available on the [SWGP webpage](#). In some cases where ownership and/or operation of the project will be shared by more than one entity, multiple signatories to the funding agreement may be required;
6. California Environmental Quality Act (CEQA) documentation and all permits or other approvals, such as for water diversion, land acquisition and easements, or match funding, as necessary for project implementation should be complete no later than twelve (12) months after this award. Failure to comply with this timeline may result in withdrawal of the funding award; and
7. Eligible costs will not be reimbursed until the deliverables in Condition No. 6 are submitted. Exceptions may be approved on a case-by-case basis for disadvantaged communities. Such exceptions must be requested prior to agreement execution.

We look forward to working with you on this project.

Please contact the SWGP Program Manager, Daman Badyal, with any urgent questions at Damanvir.Badyal@waterboards.ca.gov or (916) 319-9436.

Sincerely,



Leslie Laudon, Assistant Deputy Director
Division of Financial Assistance

cc: Danielle Charleston, Danielle.Charleston@Waterboards.ca.gov
Daman Badyal, DFA
Meghan Tosney, DFA
Debbie Cheung, DFA

TWAIN HARTE COMMUNITY STORMWATER ENHANCEMENT PROJECT

Proposition 1 Stormwater Grant Program, SWRCB

Purpose

The *Twain Harte Community Stormwater Enhancement Project* is a collaborative effort to plan for and implement hydrologically-connected stormwater treatments necessary to address existing deficiencies and increase resilience to future conditions. The project area currently experiences flooding and water quality problems associated with its high water table, impervious surfaces, steep surrounding topography, and aging stormwater infrastructure. Extreme precipitation events associated with ongoing climate change will exacerbate these hazards. The proposed improvements will maximize adaptability to climate change, while providing measurable multiple benefits to the disadvantaged community of Twain Harte and the Twain Harte Creek Watershed as a whole. By addressing issues related to water supply, water quality, flood management, environmental quality, and community facilities, the proposed project will qualify as a multi-benefit stormwater management project.

The project will add nature-based low impact development (LID) treatments, like vegetated bioswales and permeable pavement, in an effort to work towards reestablishing the natural hydrograph. These treatments will work synergistically with improvements to the local storm drain infrastructure to not only reduce local flooding impacts, but also protect and improve water quality in Twain Harte Creek. At the same time, the project will enhance public pedestrian facilities and provide educational signage about some of the improvements. These efforts are designed to lead to widespread implementation of the practices throughout the watershed. In total, the project will capture and treat 91.61 acre-feet (af) of stormwater per year, 8.18 af of water captured per year, 2.6 af of rainwater capture per year, and 1.2 acres of habitat restored.

General Project Description

This project includes several stepped and hydrologically connected project components that are individually described below.

Twain Harte CSD Office

The Twain Harte CSD Office project will demonstrate four integrated stormwater approaches in a highly visible, frequently visited location. First, to address excess local flooding, infiltration, and groundwater recharge, the facility's parking area will be converted to permeable pavement. Secondly, to further reach water quality and filtering benefits, vegetative bioswales will be installed around the perimeter of the parking area to reduce heavy metal, hydrocarbon, nutrient, and sediment loading. Thirdly, a portion of the existing pavement will be replaced with a rain garden and climate appropriate plantings, which will create habitat and shade surrounding surfaces. Lastly, a 5,000-gallon tank will be installed to capture rainwater off onsite buildings. Capturing this water will serve to decrease nuisance flooding and the stored water will be reused to sustain the climate appropriate landscaping onsite. Educational signage will be installed to inform visitors about the specifics of these four LID treatments.

Twain Harte Elementary School

Downslope of the Twain Harte CSD office, five stormwater strategies will be implemented at Twain Harte Elementary School. These treatments will be tailored to the unique challenges and opportunities presented at the site. Since the water demand is high for the School's community athletic field, stormwater will be primarily reused at the site for turf and climate appropriate plantings. Considering the site receives stormwater flow from the adjacent community market, which experiences high vehicular use, bioswales have been designed to filter and treat water entering the site. Moreover, a 40,000-gallon capacity galvanized metal stormwater reuse and filtration system will be installed to help filter contaminants, while offsetting athletic turf irrigation.

Additional strategies to reduce water demand while decreasing runoff include a bank of five, 5,000-gallon rain tanks capturing rainwater off the Gymnasium and adjacent classroom. This storage will blend with the captured stormwater for 5.52-acre feet per year irrigation offset. The overflow from these tanks will flow into bioswales to slow velocities, reduce nuisance flooding and winter ice hazards, create habitat, and recharge groundwater before entering the Tuolumne County storm drain system (see Tuolumne County Storm Drain Rehabilitation Project). An additional 5,000-gallon rain tank will be installed off the Music Room to offset irrigation demand for the school garden. This tank would also serve to reduce nuisance local flooding and winter ice hazards. The overflow from this system, as well as sheet flow entering from the adjacent roadway, will be treated in a bioswale (previously constructed as part of this project through TCRCO DWR funding). Lastly, to reduce nuisance flooding to downtown business, at the lower slope of the property, a rain garden will be placed at the center of the bus and automobile drop off area, near the lowest spot on the property. This strategic raingarden will capture and filter stormwater running across the site before entering the storm drain system. This will serve to create habitat for native species and demonstrate LID treatments in a highly visible area. The asphalt removal displaces impervious surfaces reducing localized heat island impacts by increasing vegetated area. In total, the bioswales and rain garden at the school will treat 7.4-acre feet of water per year.

Twain Harte Meadows Park

This is a community-designed project that entails transforming a vacant lot into a stormwater and water conservation demonstration at the heart of the Twain Harte community. A variety of best management practices (BMPs) will be implemented at Twain Harte Meadows Park to improve stormwater water quality and reduce runoff volume, while demonstrating valuable water offsets through reuse. Construction of working "Learning Laboratories" such as: Stormwater Lab, Rainwater Harvesting Station, Permeable Historical Stories Pathway, and a Water Play Bioretention Laboratory, will provide outreach and demonstration opportunities to visitors.

Stormwater BMPs will include rain tanks, vegetative bioswales, a recycled bioretention basin, and a passive mountain meadow for infiltration and water conservation. On the northeast end of the vacant site, several large irregularly-shaped bioswales will be installed. These bioswales will be planted with climate appropriate plants that will provide shade and a less reflective surface to contribute to cooling. Additionally, these plantings provide habitat for native species. Two new recreational public structures, a

restroom, and a shade pavilion will be built in the central portion of the site with external funding. Seven 5,000-gallon rain tanks will serve to facilitate storage and reuse of rainwater captured from the roofs of these structures. In a year with an average amount of rainfall, 0.21-acre feet of water will be made available as a result of these new tanks, offsetting irrigation demand by an equal amount. These storage tanks will reduce the amount of runoff flowing to other areas of the site, reducing onsite stormwater treatment demand, and thereby maximizing the impact of other onsite treatments. An additional vegetative bioswale and rainwater tank will be situated to the west of the existing skatepark. This rainwater tank, along with reusing well water backflush, will provide 0.16-acre feet of water reuse – offsetting the water demand from the adjacent community garden.

Twain Harte Storm Drain Rehabilitation

The Twain Harte Storm Drain Rehabilitation project will replace 2,900 feet of deteriorated underground storm drain main trunk lines and facilities. At the same time, the project will incorporate pedestrian infrastructure improvements in line with “Complete Streets.” The existing storm drain system includes underground pipes ranging from 18 to 42 inches in diameter. These storm drains provide conveyance for stormwater collected from the central portion of the community, including the business area, Twain Harte Elementary School, and the Twain Harte Village shopping center. The water moving through these pipes ultimately discharges into Twain Harte Creek, adjacent to Eproson Park.

As a result of acidic soils, as well as sand and salt used in roadway snow removal, these pipelines have completely eroded down to bare soil at the bottom of the pipeline. This deterioration poses significant environmental and safety risks including increased siltation deposits into Twain Harte Creek, increased stormwater contamination, and formation of sinkholes in roadways over deteriorated portions of the pipeline. Implementation of the rehabilitation project will mitigate those impacts and ensure that potential illicit discharge points are identified and improved to ensure that sediment and pollutant reduction BMPs can be implemented as necessary.

As described above, the Tuolumne County Storm Drain Rehabilitation project will work synergistically with other planned improvements. Pipeline replacements will span from Meadow Drive, along the northwest end of Twain Harte Meadows Park, through to Tiffeni Drive adjacent to Twain Harte Market. Additionally, pipeline segments spanning the Twain Harte Elementary School site will be replaced. Pipeline segments west of Twain Harte Elementary along Cedar Drive, Joaquin Gully Road, and Manzanita Drive will also be replaced as a part of the rehabilitation project.

GRANT PROGRAM

DETAILED APPLICATION BUDGET SUMMARY

Applicant: Twain Harte Community Services District

FAAST PIN: 46080

Project Title: Twain Harte Stormwater Enhancement Project

	Requested Grant	Local Match	Other Funding	Total	% Local Match
1. Direct Project Administration Costs	\$132,960	\$11,400	\$0	\$144,360	8%
2. Planning/Design/Engineering/ Environmental	\$248,884	\$346,860	\$0	\$595,744	58%
2.1 100% Plans & Specifications					
Twain Harte Meadows Park	\$63,800	\$0	\$0	\$63,800	
Twain Harte School	\$116,584	\$46,860	\$0	\$163,444	
Twain Harte Storm Drain Rehabilitation	\$18,750	\$0	\$0	\$18,750	
Twain Harte CSD Office	\$16,850	\$0	\$0	\$16,850	
2.2 Environmental/CEQA					
Twain Harte Meadows Park	\$3,500	\$0	\$0	\$3,500	
Twain Harte School	\$8,000	\$0	\$0	\$8,000	
Twain Harte Storm Drain Rehabilitation	\$1,500	\$0	\$0	\$1,500	
Twain Harte CSD Office	\$1,200	\$0	\$0	\$1,200	
2.3 Permitting					
Twain Harte Meadows Park	\$2,000	\$0	\$0	\$2,000	
Twain Harte School	\$14,000	\$0	\$0	\$14,000	
Twain Harte Storm Drain Rehabilitation	\$1,500	\$0	\$0	\$1,500	
Twain Harte CSD Office	\$1,200	\$0	\$0	\$1,200	
2.4 Land Acquisition					
Twain Harte Meadows Park	\$0	\$300,000	\$0	\$300,000	
3. Construction/Implementation	\$3,116,627	\$336,358	\$894,020	\$4,347,005	8%
3.1 Construction Administration					
Twain Harte Meadows Park	\$82,400	\$0	\$0	\$82,400	
Twain Harte School	\$108,736	\$0	\$0	\$108,736	
Twain Harte Storm Drain Rehabilitation	\$160,410	\$17,323	\$0	\$177,733	
Twain Harte CSD Office	\$4,800	\$0	\$0	\$4,800	
3.2 Construction Activities					
Twain Harte Meadows Park	\$947,385	\$98,204	\$894,020	\$1,939,609	
Twain Harte School	\$609,333	\$32,379	\$0	\$641,712	
Twain Harte Storm Drain Rehabilitation	\$1,057,063	\$117,451	\$0	\$1,174,515	
Twain Harte CSD Office	\$146,500	\$71,000	\$0	\$217,500	
4. Equipment (See * for purchases over \$5,000.)	\$0	\$0	\$0	\$0	0%
5. Monitoring/Performance	\$93,755	\$58,399	\$0	\$152,154	38%
6. Education/Outreach	\$156,506	\$33,462	\$0	\$189,969	18%
Grand Total:	\$3,748,732	\$786,480	\$894,020	\$5,429,232	14%

Other Funding Sources:

DWR Water Conservation Grant, Potential Prop 68 State Parks Grant



TWAIN HARTE STORMWATER COMMUNITY ENHANCEMENT PROJECT

SWRCB SWGP Prop 1 2020
Attachment 4: Process Flow Schematic



Twain Harte School Project

Education and demonstration via interactive water conservation showcase.

Twain Harte CSD Office Project

Frequently visited public site strategically located just above downtown.

Twain Harte Storm Drain Rehabilitation Project

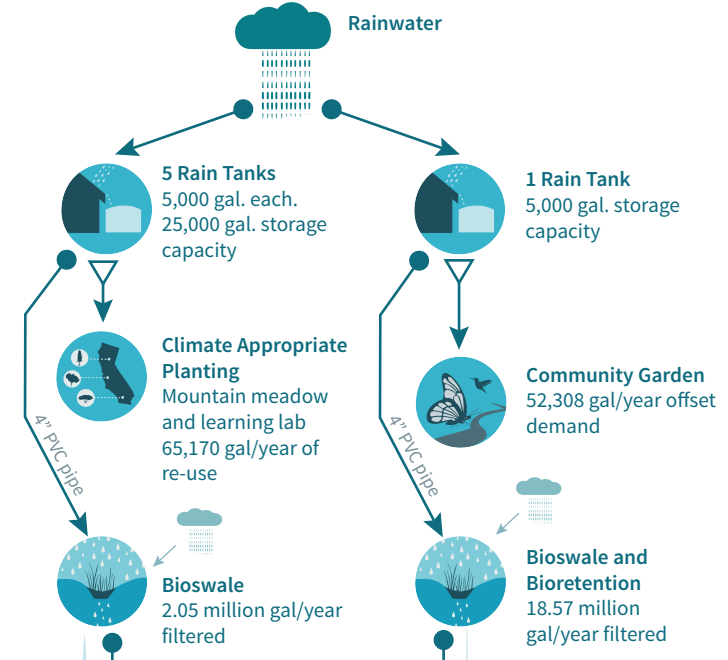
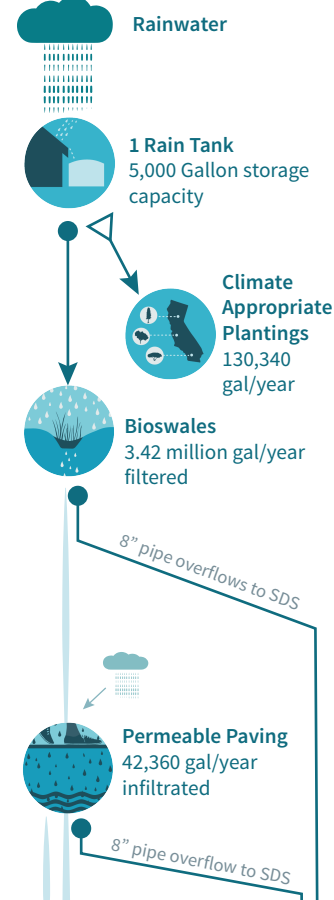
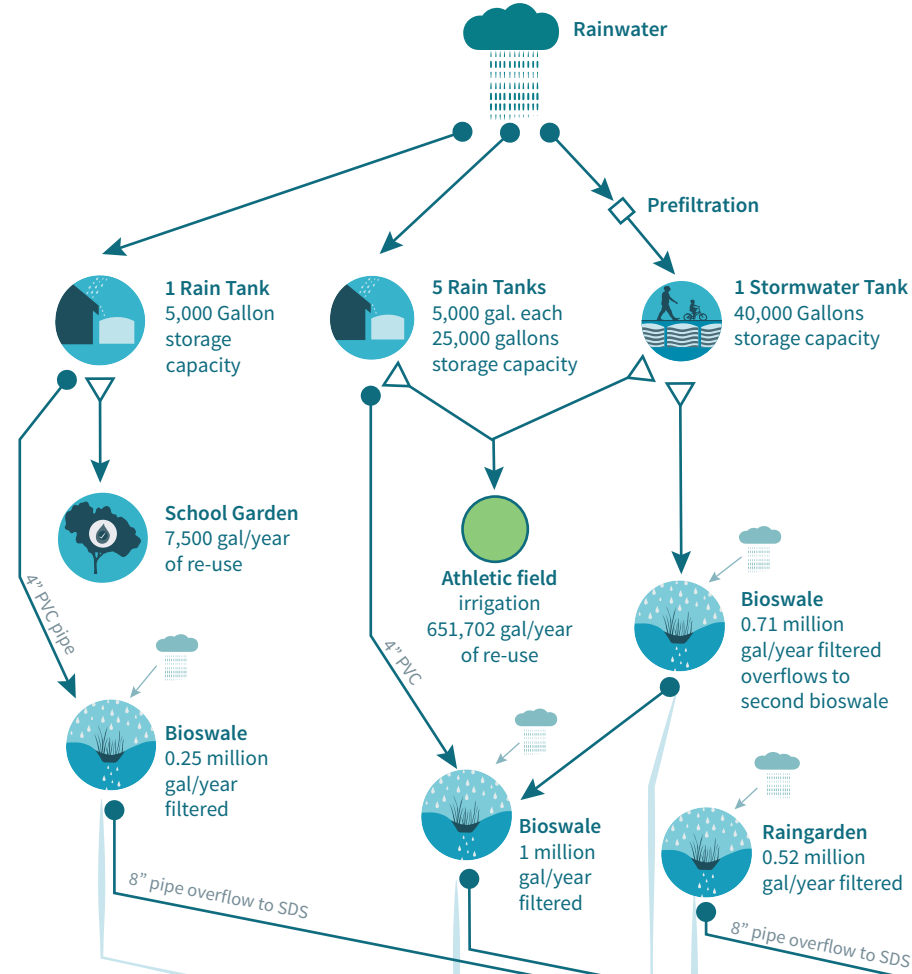
Replace 2900 feet of underground stormdrain trucklines and facilities as well as pedestrian and ADA infrastructure improvements.

Twain Harte Meadows Park Project

Optimizes and demonstrates wild land fire resiliency, water resource management, and maintaining the integrity of mountain beauty via several recreational features and learning labs.

Treatment Benefits Legend

- School Garden Benefits:** Education, Slow clean and treat stormwater, Heat reduction, Habitat creation, Healthy soils
- Community Garden Benefits:** Education, Slow clean and treat stormwater, Heat reduction, Habitat creation
- Greywater Benefits:** Water savings, Water security, Fire resilience, Healthy soils
- Rain tank Benefits:** Reduce flooding, Water savings, Water security, Fire resilience
- Climate Appropriate Planting Benefits:** Slow clean and treat stormwater, Heat reduction, Habitat creation, Healthy soils
- Bioswale Benefits:** Slow clean and treat stormwater, Habitat creation, Healthy soils
- Permeable Paving Benefits:** Reduce flooding, Reduce heat, Water security, Fire resilience



Total Impact:
87.39 AF/Y = 28.48 million gal/year of stormwater treated
2.56 AF/Y = 827 thousand gal/year of water conserved

Church

LID SW Treatment Parcel

Market

School

CSD Office

Downtown

Meadows Park

Golf

Lake

Twain Harte Creek

Legend:

- Filter to pump to 3/4" irrigation
- Groundwater recharge
- Phase 1 site
- Phase 2 site

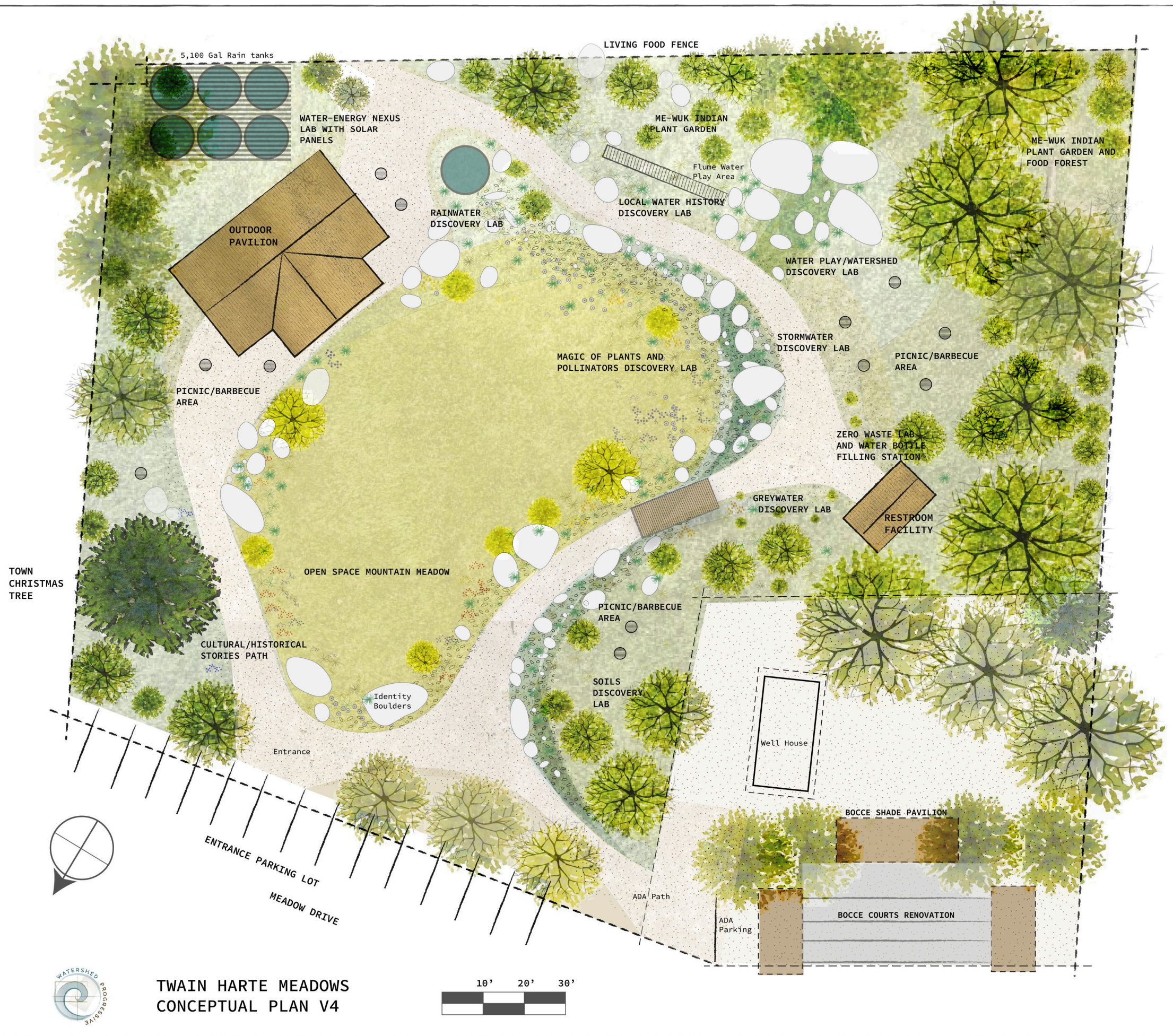
Notes:

- *All irrigation is sub-surface
- **Locations are not to scale, and shown in diagrammatic form to show stormwater relationships.
- ***SDS: Storm Drain System



Stormwater Drain Rehabilitation Benefits:
Reduce flooding
Water savings
Water security





TWAIN HARTE MEADOWS
CONCEPTUAL PLAN V4

RECREATION FEATURES

- OPEN SPACE MOUNTAIN MEADOW
- OUTDOOR PAVILION WITH LIGHTING
- PICNIC/BARBECUE AREAS
- BOCCE SHADE PAVILION WITH LIGHTING
- TOWN CHRISTMAS TREE
- LIVING FOOD FENCE
- ZERO WASTE LAB AND BOTTLE FILLING STATION
- WATER PLAY/WATERSHED DISCOVERY LAB
- RAINWATER DISCOVERY LAB
- BOCCE COURTS RENOVATION
- GREYWATER DISCOVERY LAB
- STORMWATER DISCOVERY LAB
- SOILS DISCOVERY LAB
- MAGIC OF PLANTS/POLLINATORS DISCOVERY LAB
- CULTURAL/HISTORICAL STORIES PATH W/LIGHTING
- ME-WUK INDIAN PLANT GARDEN
- WATER-ENERGY NEXUS LAB WITH SOLAR PANELS
- LOCAL WATER HISTORY DISCOVERY LAB

MAJOR SUPPORT AMENITIES

- RESTROOM FACILITY
- ENTRANCE PARKING LOT WITH LIGHTING
- LANDSCAPING

Educational Stories

Cultural and Historical
Narratives are on boulders and embedded in the paving to be discovered walking through the site.

Ecological
Local ecotones and plant communities from forest to meadows and riparian zones are experienced in the garden.

Water Cycle
The various forms water takes are expressed on-site and connected through the learning labs.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 21-08**

**AWARDING A SERVICES AGREEMENT TO TUOLUMNE COUNTY RESOURCE
CONSERVATION DISTRICT IN THE AMOUNT OF \$72,960 FOR THE
ADMINISTRATION OF A PROPOSITION 1 STORM WATER GRANT**

WHEREAS, Twain Harte Community Services District (District) recently received preliminary award from the State Water Resources Control Board (SWRCB) for a Proposition 1 Storm Water Grant Program grant (Stormwater Grant) in the amount of \$3,748,732 for the completion of the Twain Harte Community Stormwater Enhancement Project (Stormwater Project); and

WHEREAS, the Stormwater Project includes the following four sub-projects, managed by community partner agencies, that implement innovative stormwater techniques that improve water supply, enhance water quality and reduce flooding:

- Twain Harte Meadows Park –District
- Twain Harte CSD Office – District
- Twain Harte Storm Drain Rehabilitation –Tuolumne County
- Twain Harte School – Tuolumne County Resource Conservation District; and

WHEREAS, the District's current staffing capacity must be supplemented to administer the Stormwater Project's Stormwater Grant agreement; and

WHEREAS, the District would like to enter into a services agreement with the Tuolumne County Resource Conservation District (TCRCD) to perform administration of the Stormwater Grant; and

WHEREAS, TCRCD has extensive experience performing administrative services for regional grants in Tuolumne County, including the District's Water Supply Reliability Wells through the Department of Water Resources; and

WHEREAS, California Public Resources Code Section 9403.5 authorizes TCRCD to enter into services agreements with other governmental entities at a cost that does not exceed the cost borne by TCRCD to provide the services; and

WHEREAS, TCRCD has detailed knowledge of the Stormwater Project and Stormwater Grant because TCRCD assisted the District with preparation of the original Stormwater Grant application as a Project partner; and

WHEREAS, TCRCD has offered to provide \$4,200 of Stormwater Grant matching funds through a services agreement to administer the Stormwater Grant; and

WHEREAS, for these reasons, the District finds that TCRCD can provide a higher level of service than other vendors, is the only vendor offering these specific services, and offers the best value to the District and its customers.

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

1. The District awards a sole source services agreement to the TCRCD for grant administration of the Stormwater Grant for the Stormwater Project, hereby, waiving the District's competitive procurement procedures in accordance with District Policy #3040 (Purchasing and Expense Authorization), Section 3040.71.2 (Sole Source); and
2. The Board President is authorized to execute the attached Agreement for Services (Agreement) with TCRCD for the administration of the Stormwater Grant for the Stormwater Project; and
3. The District's General Manager is authorized to manage and amend the Agreement as needed to carry out the administration of the Stormwater Grant.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District, County of Tuolumne, State of California at their Regular Meeting held on March 10, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Gary Sipperley, Board President

Kimberly Silva, Board Secretary

AGREEMENT FOR SERVICES

Administration of the Proposition 1 Storm Water Grant Program Twain Harte Community Stormwater Enhancement Project

This Agreement for Services (“Agreement”) is made and entered into on _____ (“Effective Date”), by and between Tuolumne County Resource Conservation District (“TCRCD”) and the Twain Harte Community Services District (“THCSD”) (together sometimes referred to as “Parties”), both special districts of the State of California.

1. Introduction

- A. THCSD desires certain work to be performed on an independent basis, and TCRCD, having represented that it has the necessary skill and expertise to perform and accomplish such work, desires to render its services to THCSD on an independent basis.
- B. The TCRCD is a Special District as organized under Division 9 of the California Public Resources Code (PRC) and as such has the authority to enter into a Fee-For-Services contract per PRC § 9403.5 and 9408.
- C. The Parties agree to everything set forth in this Agreement.

2. Scope of Work (“Work”)

- A. THCSD engages the services of TCRCD as an independent contractor to perform the work and render the services described in this contract.
- B. TCRCD shall be responsible for the overall administration of the Proposition 1 Storm Water Grant Program Funding Agreement (“Funding Agreement”) with the State Water Resources Control Board (“SWRCB”) for the Twain Harte Community Stormwater Enhancement Project (“Project”), including but not limited to the following tasks:
 - 1. Coordinating, gathering and preparing information, documents, reports, plans and all other items required by SWRCB to enter into the Project Funding Agreement. Once the Funding Agreement is finalized, it will be attached hereto and incorporated into this Agreement in its entirety.
 - 2. Assisting with preparation and finalization of grant subrecipient contracts with Project partners for completion of all Project work in the Funding Agreement.
 - 3. Ensuring compliance with all Funding Agreement requirements, including but not limited to timely submission of required documents, reports and deliverables; adherence to time requirements; and adherence to Project scope, schedule and budget. This may require oversight of performance of Project components

undertaken by Project partners, preparation of documents or coordination to gather appropriate documents from Project partners and grant subrecipients.

4. Coordinating with SWRCB, Project partners, and implementing agencies for the purposes of ensuring Funding Agreement compliance and compliance with grant subrecipient agreements.
5. Preparing and submitting Funding Agreement progress reports, deliverables and invoice packages.
6. Preparing and processing any required amendments to the Funding Agreement.
7. Ensuring compliance with all applicable Federal, State and local laws in administering funds provided through the Funding Agreement.
8. Maintaining official Project records and files required by the Funding Agreement.
9. Other activities related to general administration of Project and Funding Agreement, as needed or requested by THCSO.

C. In performance of the Work, TCRCD shall:

1. Provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work.
2. Determine the method, details and means of doing the Work.
3. Perform the Work in a manner commensurate with professional standards of qualified and experienced personnel in TCRCD's field.

3. Term

This contract extends from the Effective Date until the Funding Agreement is closed.

4. Compensation

A. The total payment for Work completed by TCRCD will not exceed **\$72,960.00**, at the following rate:

	Rate:	Hours:	Total:
Administration Services	\$91.20	800	\$72,960.00

B. As specified in the Funding Agreement budget, TCRCD shall be responsible to provide in-kind administrative services as a match to the grant in the amount of \$4,200.00.

- C. TCRCO will submit to THCSO an invoice for the Work performed, not more frequently than monthly, which shall specifically describe the details of the Work performed for which compensation is requested.
- D. TCRCO's Work shall not exceed \$5,000 prior to completion of the Funding Agreement. In the event that the funding on which the above described services relies is materially reduced or made unavailable, funding for those tasks will terminate immediately upon notice of such funding disruption by the THCSO to TCRCO. THCSO shall notify TCRCO promptly upon THCSO's learning of such funding disruption and TCRCO shall then cease rendering services hereunder upon receipt of such notice. TCRCO shall be entitled to payment for all services rendered through the date of its receipt of such notice from THCSO.

5. Independent Contractor

TCRCO shall, during the entire term of this Agreement, be an independent agent and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow THCSO to exercise discretion or control over the professional manner in which TCRCO performs the services which are the subject matter of this Agreement.

6. Ownership of Documents

Every document prepared by TCRCO under this Agreement shall be made available to THCSO. By this Agreement, TCRCO transfers all its right, title and interest in such documents to THCSO.

7. Indemnification

- A. TCRCO shall protect, defend, indemnify, and hold THCSO harmless from any loss, damage, injury, claim, lawsuit, liability, and legal responsibility (collectively, "Claims") arising out of the negligent or intentional acts or omissions of itself or any of its agents or employees in connection with services provided pursuant to this Agreement, except to the extent such Claims result from THCSO's negligent or intentional acts or omissions. Such obligations shall extend to THCSO itself and its officers, employees, and agents.
- B. THCSO shall protect, defend, indemnify, and hold TCRCO harmless from any loss, damage, injury, claim, lawsuit, liability, and legal responsibility arising out of the negligent or intentional acts or omissions of itself or any of its agents or employees in connection with services provided pursuant to this Agreement, except to the extent such Claims result from TCRCO's negligent or intentional acts or omissions. Such obligations shall extend to TCRCO itself and its officers, employees, and agents.

8. Insurance

For the term of this contract TCRCDD shall obtain and maintain a policy of insurance with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by the TCRCDD or TCRCDD’s employees and agents, if any, in connection with performance of services in this contract.

9. Non-Discrimination

TCRCDD will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, or physical or mental handicap.

10. Modifications

Amendments to this Agreement shall be in writing at the consent of both Parties for additional services or periods of time, under terms and conditions agreeable to both the Parties.

11. Termination

This Agreement may be terminated for any of the following reasons:

- For any reason, by either party, upon two week written notice of the necessity to terminate;
- If TCRCDD fails to fulfill its obligations under this Agreement, upon two week written notice from THCSDD if TCRCDD does not cure that failure within that two week period; and
- Immediately upon notice from THCSDD to TCRCDD that the funding on which this Agreement is based has been materially disrupted or discontinued.

Agreed to as of the date first hereinabove written:

**TWAIN HARTE COMMUNITY
SERVICES DISTRICT (THCSDD)**

**TUOLUMNE COUNTY RESOURCE
CONSERVATION DISTRICT (TCRCDD)**

Gary Sipperley, Board President THCSDD

Kirk Ford, Board Chair TCRCDD

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Communications Policy
POLICY NUMBER: 1030
ADOPTED: July 12, 2012
REVISED: September 10, 2015
REVISED: March 11, 2020

1030.10 Purpose

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

1030.20 Preparation

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

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

1030.30 Communication Authority

Except as specifically described in this policy or as is necessary for the normal

carrying out of staff job functions, all communications shall be approved or designated by the General Manager or approved by the Board of Directors. If communications received by the District are determined to have high importance and/or sensitivity, the General Manager may wish to consult with the Board to determine the best communication strategy.

1030.40 Public Comments at Board Meetings

1030.41 In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. The public may address the Board on any item not listed on the agenda and is within the Board's jurisdiction, under the agenda item **"Public Comment: This time is provided to receive information from the public."** Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda. For public comments regarding items on the agenda, if the comment is erroneous and a staff person can correct the misstatement, staff is encouraged to do so.

1030.42 If a staff person or Board member has some factual data that clarifies and or addresses the comment being made, the staff person or Board member shall respond/answer at that time, instead of waiting for the matter to be put on a future agenda. Public discussion, as in extended question and answer, debate and/or pontification is discouraged.

1030.50 Correspondence from Directors

1030.51 Directors may wish to have letters/correspondence written to customers, businesses or other entities. Typically, the General Manager and/or Board President (decision made by the entire Board of Directors) shall be charged with transmitting the District's position on matters to the customers, businesses or other entities.

1030.52 On occasion, Directors may disagree with a position the District has taken on an issue. In these instances, Directors may communicate their individual position as private citizens only (no use of title), and shall not use District letterhead or District staff to prepare such responses. If speaking as a Director, Directors shall comply with Section 1030.65 of this Policy.

1030.60 Public Complaints

1030.61 The Board of Directors desires that public complaints be resolved at the lowest possible administrative level and that the method for resolution of complaints be logical and systematic.

1030.62 A public complaint is an allegation by a member of the public of a violation or misinterpretation of a District policy, state or federal statute of which the individual has been adversely affected and shall be submitted in writing and signed by the person filing the complaint.

1030.63 Method of Resolution

The individual with a complaint (“complainant”) shall first be directed to the department manager to discuss the matter with the objective of resolving the matter informally.

1030.63.1 If the complainant is not satisfied with the disposition of the complaint by the department manager, the department manager shall refer the complainant to the General Manager. At the option of the General Manager, he/she may conduct conferences and take testimony or written documentation in the resolution of the complaint. The General Manager may document his/her decision in writing, with the complainant being provided a copy; otherwise the resolution or decision of the General Manager will take effect immediately after conferring with the complainant.

1030.63.2 If the complainant is not satisfied with the disposition of the matter by the General Manager, he/she may request consideration by the Board of Directors by filing said request in writing within ten (10) days of receiving the General Manager’s decision. The Board may consider the matter at its next regular Board meeting or call a Special Meeting. In making a decision, the Board may conduct conferences, refer the matter to Committee, hear testimony, as well as utilize the transcripts of written documentation. The Board’s final decision shall be in writing with the complainant being provided a copy.

1030.64 Responding To Public Complaints

When Directors receive a complaint or inquiry from the public regarding the District’s services and/or staff, the Director should acknowledge the complaint/inquiry without making any comment/promise as to what will happen on behalf of the District and forward the message to the General Manager. The General Manager shall either respond to the complaint or designate response to the appropriate staff member.

1030.65 Speaking for the District

When Directors are asked the District’s position on an issue, the response should reflect the position of the District as a whole, based on Board action, policy or ordinance. A Director may clarify his/her vote on an issue by stating, “While I voted against XX, the District voted in support of it.” The General Manager has authority to speak on behalf of the District at all times. When communicating the District’s position, the General Manager’s communication shall be based solely on prior Board action, policy or ordinance.

A Board Director may represent the District at meetings or other venues if the entire Board first authorizes such representation through official Board action. When representing the District, the Director can state the District’s position, not their individual position on any issue.

1030.66 This policy is not intended to prohibit or deter a member of the community or staff member from appearing before the Board to verbally present a testimony, complaint, or statement in regard to action of the Board, District programs

and services, or impending considerations of the Board.

1030.70 Media Contacts

1030.71 The General Manager has sole authority to contact and respond to media inquiries on behalf of the District. The General Manager may choose to designate personnel or Directors to speak to the media on behalf of the District for specific or routine District activities.

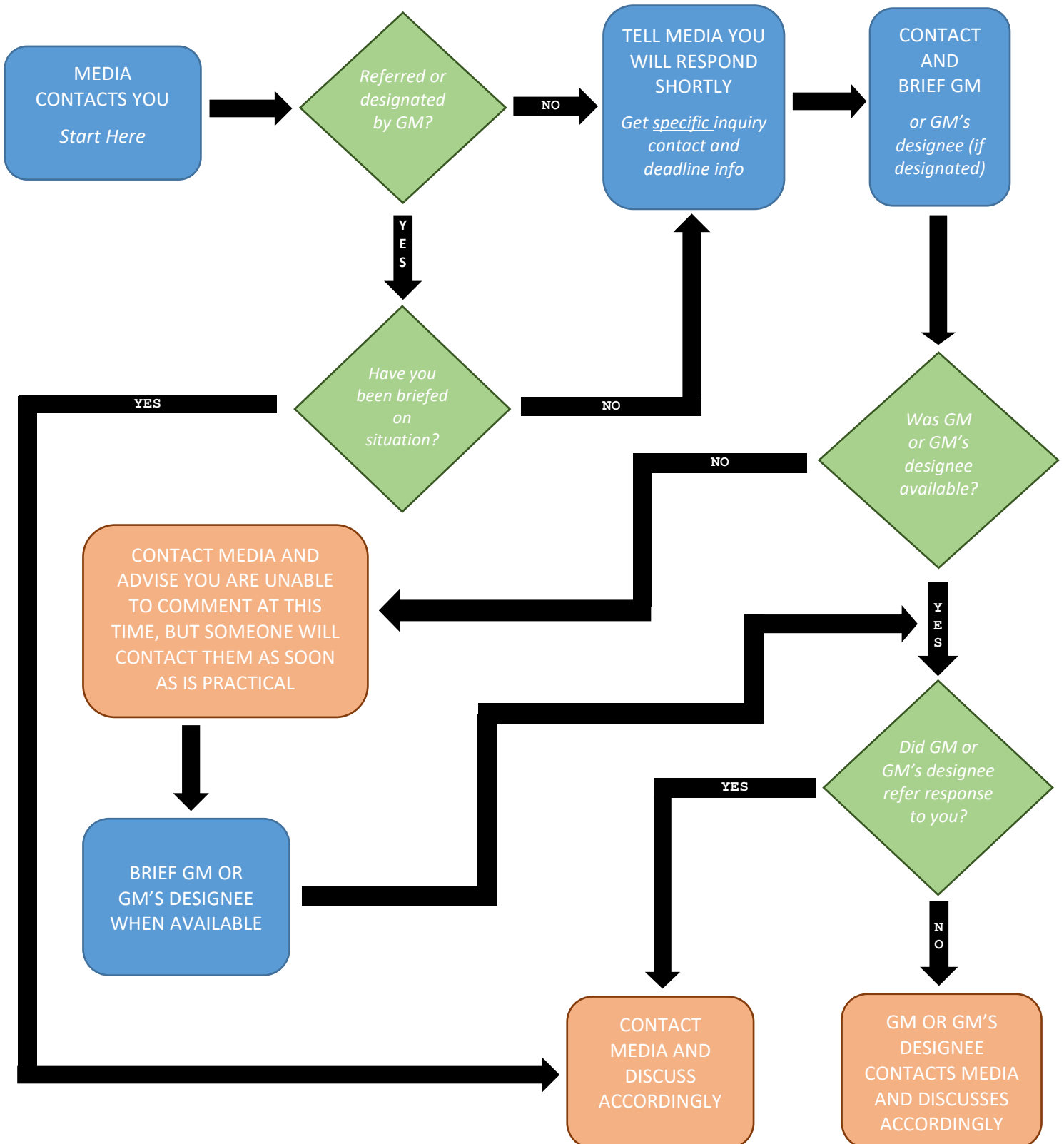
The Board of Directors may vote to designate media contact authority to a Director for a specific time frame in the event the General Manager is unavailable or specific circumstances warrant such action.

1030.72 In the event Directors or staff are approached for comment by the news media, they shall refer all inquiries to the General Manager in accordance with the attached Media Response Flow Chart.

1030.73 No employee or Director shall have any right or authority to make any representation to members of the public or others that the District has legal responsibility for any action, omission or event causing injury, financial loss, damage or inconvenience to any person or property.

MEDIA RESPONSE FLOW CHART

Twain Harte Community Services District



TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Encroachment Permits
POLICY NUMBER: 3070
ADOPTED: December 20, 2005
AMENDED:

EXISTING VERSION

3070.10 Whenever a property owner desires to install or construct physical improvements - landscaping, fencing, retaining walls, culverts, bridges and/or other structures or improvements - on, above or below the surface of any portion of their land which is encumbered by a district facility or dedicated easement or right of way, they shall, prior to commencement of said installation or construction, apply for and receive an Encroachment Permit from the General Manager, or his/her designated representative.

3070.11 Plans for said structures or improvements may be required by the General Manager to ensure that the resulting installation adequately accommodates existing District facilities.

3070.12 An Encroachment Permit fee in the amount shown in the Miscellaneous Fee Schedule of Board Policy together with actual county recording costs, shall be charged to cover district administrative and inspection costs, and the cost to record the Encroachment Permit with the County Recorder.

3070.13 The District Encroachment Permit standards and conditions are listed on the Encroachment Permit application and permit.

3070.14 The form of the Encroachment Permit shall be as designated by the General Manager, conforming generally as follows:

ENCROACHMENT PERMIT APPLICATION

This is an application ONLY. No work shall begin until a District permit has been issued.

Date Submitted: _____

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on the District right-of-way by performing the following work (attach additional sheets or drawings if necessary):

The work site must be located in the field with conspicuous stakes, flags and/or paint readily visible from the District's right-of-way. If marking is not visible, a permit will not be issued.

The work is located at _____ approximately _____ feet
(Street Address)

N S E W of the _____
(Circle One) (Description such as existing garage, alley, house, etc.)

Assessor's Parcel Number: _____

Detailed plans should be submitted if available or if requested by the Operations Manager or his/her representative.

No warranty is made or implied through issuance of an encroachment permit with regard to ownership of the underlying fee title to the real property involved. Permittee is advised to determine ownership of real property involved and obtain written permission from the owner to enter onto and occupy said real property.

Please Note: The signature of the applicant on this application will serve to indicate and acknowledge that the applicant has read and does understand the provisions set forth therein and, upon affixing said signature, does agree to conform with these provisions and requirements.

_____ (Contractor Name – Please Print)	_____ (Owner Name – Please Print)
_____ (Contractor Signature)	_____ (Owner Signature)
_____ (Contractor Address)	_____ (Owner Address)
_____ (Contractor Telephone)	_____ (Owner Telephone)

General Provisions

1. Definition: Permits are issued pursuant to this policy. The term *encroachment* is defined as the installation of an obstruction on a District easement, roadway or property.
2. Acceptance of Provisions: It is understood and agreed by the Permittee that the commencement of any work under a permit shall constitute acceptance of the provisions.
3. Prior Right: It is understood and agreed that the District has a prior right to use of its rights-of-way.
4. Notice Prior to Starting Work: Before starting work for which an inspector is required, or whenever stated on the fact of a permit, the Permittee shall notify the Operations Manager, or other designated employee of the District at least three (3) days in advance of the date work is to begin.
5. Permission from Property Owners: Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
6. Keep Permit on Site: The permit shall be kept at the site of the work.
7. Protection of Traffic: The Permittee shall cause to be placed, erected and maintained all warning signals, lights, barricades, signs and other devices or measures essential to safeguard travel by the general public over and at the work authorized.
8. Minimum Interference with Traffic: All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.
9. Clean Up Right-of-Way: The Permittee shall, at all times, during the progress of the work, keep the District owned roadway in as neat and clean a condition as is possible and upon completion of the work granted, shall leave the road in a thoroughly neat, clean and usable condition.
10. Storage of Material: No material shall be stored within eight (8) feet of the edge of pavement or traveled way.
11. Standards of Construction: All work shall conform to recognized standards of construction and the District Standard Specifications and details, if applicable.
12. Borrow and Waste: Only such borrow and waste will be permitted and within the limits as set forth of the face of the permit.
13. Supervision: All the work shall be done subject to the supervision and satisfaction of the District.
14. Future Moving of Installation: It is understood by Permittee that whenever construction, reconstruction or maintenance work on the road or utilities may require, the installation provided for herein shall, upon request of the Operations Manager, be immediately moved by, and at the sole expense of, the Permittee.
15. Liability for Damages: The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on a Permittee's part to perform his obligations under this permit in respect to maintenance. In the event any claim or such liability is made against the District, or any department, officer or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. Further, Permittee shall obtain a similar provision

in its contract with any contractor to perform the work permitted, which indemnification and hold harmless shall include not only the Permittee, but also the District, any department, officer or employee thereof.

16. Making Repairs: If the District so elects, repairs to the road or utilities which have been disturbed shall be made by its employees and the expenses shall be borne by the Permittee. All payments to laborers, inspectors, etc. employed by the District for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written statement approved by the Operations Manager. The District may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

17. Care of Drainage: If the work contemplated shall interfere with the established drainage, ample provision shall be made by Permittee to provide for it as may be directed by the Public Works Superintendent.

18. Maintenance: The Permittee agrees to exercise reasonable care to maintain properly the encroachment and to exercise reasonable care in inspecting for and immediately notifying the District of any injury to any portion of the road or utilities which occurs as a result of the maintenance of the work done under this permit, including any and all injury to the road or utilities which would not have occurred had such work not been done or such encroachment not placed therein. Maintenance shall include, but not be limited to, cleaning and keeping free from debris all structures included as a part of this encroachment. No assignment of maintenance responsibility may be made without approval of the District.

19. Crossing Roadway: Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted. Service pipes will not be permitted inside of culverts used as drainage structures.

20. Depth of Pipes: There shall be a minimum of 36 inches of cover over all pipes or conduits crossing a District roadway.

21. Backfilling: All excavations shall be backfilled and mechanically compacted immediately after work therein has been completed. No portion of the excavation shall be compacted by ponding or jetting. Back filling material shall comply with Section 14 of the State Standard Specifications.

22. Restoration: All pavement, curb, gutter, sidewalk, borrow ditches, pipes, headwalls, road signs, trees, shrubbery and/or other permanent facilities impaired by or as a result of construction operations at the construction site, or at other ground occupied by materials and/or equipment, shall be restored immediately to a condition as good as or better than existed prior to the construction.

23. Completion: Immediately following completion of construction permitted herein, Permittee shall fill out and mail in "Notice of Completion Card" provided by the District.

24. Responsible: The District will not be held responsible for any damage to any underground or other facilities or structures that have been caused during the course of the District's normal maintenance procedures or by failure of District utilities within the easement or roadway area subject to this encroachment permit.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Encroachment Permits
POLICY NUMBER: 3070
ADOPTED: December 20, 2005
AMENDED:

**REDLINE VERSION
OF PROPOSED REVISIONS**

3070.10 PURPOSE

The purpose of this policy is to set forth requirements for the application, evaluation, and approval/denial of requests by property owners who desire ~~Whenever a property owner desires~~ to install or construct physical improvements ~~that encroach on land which is encumbered by the District.~~ Encroachments include, but are not limited to – landscaping, fencing, retaining walls, culverts, bridges and/or other structures or improvements ~~constructed or installed on, above or below the surface of any portion of land encumbered by a District facility, dedicated easement or right of way – on, above or below the surface of any portion of their land which is encumbered by a district facility or dedicated easement or right of way.~~

3070.20 AUTHORITY

The General Manager, or his/her designee, shall have sole authority to review, approve and/or deny applications for encroachments and to grant and record encroachment permits. Decisions to authorize or deny encroachments shall be at the sole discretion of the General Manager or his/her designee. The General Manager’s decisions regarding encroachments shall consider protection of District facilities; maintaining continual access to District facilities for operation, repair, construction, improvement and/or replacement; liability; the need for future District facilities and improvements; and other factors that impact the District’s ability to accomplish its mission.

3070.30 ENCROACHMENT APPLICATION AND REVIEW

3070.31 Application: ~~they shall, p~~Prior to commencement of ~~said~~ installation or construction of an encroachment, property owners shall apply for and receive an Encroachment Permit from ~~the General Manager, or his/her designated representative.~~the District. Encroachment Permit applications shall be submitted on a form approved by the General Manager and shall, at a minimum, include the following information:

1. Property owner contact information.
2. Location of encroachment, including address, parcel number and description.
3. Description of encroachment, including drawing of encroachment with dimensions.
4. Plans for proposed encroachment improvements. The General Manager, or designee, may waive the requirements for plans if it is clear that the encroachment adequately accommodates the District’s facilities and needs.

3070.32 Fees: A fee to cover review, inspection and recording of Encroachment Permits shall be submitted at the time of application. The fee shall be equal to two hours of District labor at the rate established in Policy #1060 – Miscellaneous Fee Schedule. Some complex encroachments may require extensive review, inspection, other forms of agreement or other extra efforts by the District. If the General Manager, or his/her designee, determines that processing an Encroachment Permit requires extra efforts, an additional fee that covers the estimated cost of such extra will be required prior to processing the Encroachment Permit.

3070.33 Review: Upon receipt of a complete Encroachment Permit application and fee, the District will review the application and determine whether or not the encroachment is acceptable and if any special conditions need to be applied. The General Manager, or his/her designee, will approve or deny the encroachment. If the encroachment is approved, an Encroachment Permit will be issued to the property owner and recorded with the County.

3070.34 Appeals: If a property owner disagrees with the decision of the General Manager, or his/her designee, the property owner may submit an appeal to the General Manager in writing. The appeal will be heard by the District's Board of Directors at their next regularly scheduled meeting. The Board of Director's decision will be final.

3070.40 ENCROACHMENT PERMIT REQUIREMENTS

Encroachments will only be allowed with an Encroachment Permit issued by the District. Requirements for Encroachment Permits are as follows:

~~————— **3070.11** Plans for said structures or improvements may be required by the General Manager to ensure that the resulting installation adequately accommodates existing District facilities.~~

~~————— **3070.12** An Encroachment Permit fee in the amount shown in the Miscellaneous Fee Schedule of Board Policy together with actual county recording costs, shall be charged to cover district administrative and inspection costs, and the cost to record the Encroachment Permit with the County Recorder.~~

1. ~~————— **3070.13** The District Encroachment Permits shall, at a minimum, include the standards and General Provisions conditions are listed on the Encroachment Permit application and permit attached to this Policy. If deemed necessary, by the General Manager or his/her designee, special conditions may be added to the General Provisions to protect current and future District facilities and operations.~~
2. The form of the Encroachment Permit shall be as designated by the General Manager, ~~conforming generally as follows:~~ which clearly describes the encroachment and the conditions of such encroachment, can be signed by the property owner, and recorded with the Tuolumne County Recorder.
3. An Encroachment Permit must be obtained before any installation or construction of an encroachment can occur.
4. Installation/construction of an encroachment shall be subject to inspection by District staff to ensure it complies with the conditions of the Encroachment Permit. The property owner will provide the District a signed notice of completion when the work is complete, verifying that the

work was completed in accordance with eh Encroachment Permit and that it is ready for final inspection.

5. Encroachment improvements made beyond those specified in the Encroachment Permit may require an additional Encroachment Permit or may be required to be removed at the property owner's expense.

3070.50 UNAUTHORIZED ENCROACHMENTS

Property owners who have installed/constructed physical improvements that encroach on District easements, property or right of way without an Encroachment Permit shall be required to obtain an Encroachment Permit from the District. The District may require that the encroachment be modified, relocated or removed by, and at the sole expense of, the property owner.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
ENCROACHMENT PERMIT APPLICATION

This is an application ONLY. No work shall begin until a District permit has been issued.

Date Submitted: _____

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on the District right-of-way by performing the following work (attach additional sheets or drawings if necessary):

The work site must be located in the field with conspicuous stakes, flags and/or paint readily visible from the District's right of way. If marking is not visible, a permit will not be issued.

The work is located at _____ approximately _____ feet

(Street Address)

N — S — E — W of the _____

(Circle One) (Description such as existing garage, alley, house, etc.)

Assessor's Parcel Number: _____

Detailed plans should be submitted if available or if requested by the Operations Manager or his/her representative.

No warranty is made or implied through issuance of an encroachment permit with regard to ownership of the underlying fee title to the real property involved. Permittee is advised to determine ownership of real property involved and obtain written permission from the owner to enter onto and occupy said real property.

Please Note: The signature of the applicant on this application will serve to indicate and acknowledge that the applicant has read and does understand the provisions set forth therein and, upon affixing said signature, does agree to conform with these provisions and requirements.

(Contractor Name Please Print) _____ (Owner Name Please Print)

(Contractor Signature) _____ (Owner Signature)

(Contractor Address) _____ (Owner Address)

(Contractor Telephone) _____ (Owner Telephone)

ENCROACHMENT PERMIT

General Provisions

1. Definition: ~~Permits are issued pursuant to this policy.~~ The term *encroachment* is defined as the installation of an obstruction on a District easement, roadway or property.
2. Acceptance of Provisions: It is understood and agreed by the Permittee that the commencement of any work under an **Encroachment P**ermit shall constitute acceptance of the provisions.
3. Prior Right: It is understood and agreed that the District has a prior right to use of its rights-of-way.
4. Notice Prior to Starting Work: Before starting work for which an inspector is required, or whenever stated on the fact of a permit, the Permittee shall notify the ~~Operations Manager, or other~~ designated employee of the District at least three (3) days in advance of the date work is to begin.
5. Permission from Property Owners: Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
6. Keep Permit on Site: The permit shall be kept at the site of the work.
7. Protection of Traffic: The Permittee shall cause to be placed, erected and maintained all warning signals, lights, barricades, signs and other devices or measures essential to safeguard travel by the general public over and at the work authorized.
8. Minimum Interference with Traffic: All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.
9. Clean Up Right-of-Way: The Permittee shall, at all times, during the progress of the work, keep the District owned roadway in as neat and clean a condition as is possible and upon completion of the work granted, shall leave the road in a thoroughly neat, clean and usable condition.
10. Storage of Material: No material shall be stored within eight (8) feet of the traveled way.

11. Standards of Construction: All work shall conform to recognized standards of construction and the District Standard Specifications and details, if applicable.

12. Borrow and Waste: Only such borrow and waste will be permitted and within the limits as set forth of the face of the permit.

13. Supervision: All the work shall be done subject to the supervision and satisfaction of the District.

14. Future Moving of Installation: It is understood by Permittee that whenever construction, reconstruction, repair or maintenance work on the ~~road or~~District's utilities and facilities is required ~~may require~~, the installation provided for herein shall, upon request of the ~~Operations Manager~~District, be immediately moved by, and at the sole expense of, the Permittee. Any replacement of the installation shall also be by, and at the sole expense of, the Permittee.

15. Liability for Damages: The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on a Permittee's part to perform his obligations under this permit in respect to maintenance. In the event any claim or such liability is made against the District, or any department, officer or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. Further, Permittee shall obtain a similar provision in its contract with any contractor to perform the work permitted, which indemnification and hold harmless shall include not only the Permittee, but also the District, any department, officer or employee thereof.

16. Making Repairs: If the District so elects, repairs to the ~~road or~~utilities, facilities or roads which have been disturbed shall be made by its employees and the expenses shall be borne by the Permittee. All payments to laborers, inspectors, etc. employed by the District for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written statement approved by the ~~Operations Manager~~District. The District may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

17. Care of Drainage: If the work contemplated shall interfere with the established drainage, ample provision shall be made by Permittee to provide for it as may be directed by the ~~Public Works Superintendent~~District.

18. Maintenance: The Permittee agrees to exercise reasonable care to maintain properly the encroachment and to exercise reasonable care in inspecting for and immediately notifying the District of any injury to any portion of ~~the road or~~District utilities or facilities which occurs as a result of the maintenance of the work done under this permit, including any and all injury to the ~~road or~~utilities or facilities which would not have occurred had such work not been done or such encroachment not placed therein. Maintenance shall include, but not be limited to, cleaning and keeping free from debris all structures included as a part of this encroachment. No assignment of maintenance responsibility may be made with out approval of the District.

19. Crossing Roadway: Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted. Service pipes will not be permitted inside of culverts used as drainage structures.

20. Depth of Pipes: There shall be a minimum of 36 inches of cover over all pipes or conduits crossing a District roadway, unless approved by the District in writing.

21. Backfilling: All excavations shall be backfilled and mechanically compacted immediately after work therein has been completed. No portion of the excavation shall be compacted by ponding or jetting. Back filling material shall comply with ~~Section 14 of the State Standard Specifications~~ District Standards.

22. Restoration: All pavement, curb, gutter, sidewalk, borrow ditches, pipes, headwalls, road signs, trees, shrubbery and/or other permanent facilities impaired by or as a result of construction operations at the construction site, or at other ground occupied by materials and/or equipment, shall be restored immediately to a condition as good as or better than existed prior to the construction.

23. Completion: Immediately following completion of construction permitted herein, Permittee shall fill out and ~~mail in~~ submit the "Notice of Completion-~~Card~~" form provided by the District.

24. Responsible: The District will not be held responsible for any damage to any of the Permittee's underground or other facilities or structures that have been caused during the course of the District's normal maintenance procedures or by failure of District utilities within the easement ~~or roadway area~~ or property subject to this encroachment permit.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Encroachment Permits
POLICY NUMBER: 3070
ADOPTED: December 20, 2005
AMENDED:

**CLEAN VERSION
OF PROPOSED
REVISIONS**

3070.10 PURPOSE

The purpose of this policy is to set forth requirements for the application, evaluation, and approval/denial of requests by property owners who desire to install or construct physical improvements that encroach on land which is encumbered by the District. Encroachments include, but are not limited to landscaping, fencing, retaining walls, culverts, bridges and/or other structures or improvements constructed or installed on, above or below the surface of any portion of land encumbered by a District facility, dedicated easement or right of way.

3070.20 AUTHORITY

The General Manager, or his/her designee, shall have sole authority to review, approve and/or deny applications for encroachments and to grant and record encroachment permits. Decisions to authorize or deny encroachments shall be at the sole discretion of the General Manager or his/her designee. The General Manager's decisions regarding encroachments shall consider protection of District facilities; maintaining continual access to District facilities for operation, repair, construction, improvement and/or replacement; liability; the need for future District facilities and improvements; and other factors that impact the District's ability to accomplish its mission.

3070.30 ENCROACHMENT APPLICATION AND REVIEW

3070.31 Application: Prior to commencement of installation or construction of an encroachment, property owners shall apply for and receive an Encroachment Permit from the District. Encroachment Permit applications shall be submitted on a form approved by the General Manager and shall, at a minimum, include the following information:

1. Property owner contact information.
2. Location of encroachment, including address, parcel number and description.
3. Description of encroachment, including drawing of encroachment with dimensions.
4. Plans for proposed encroachment improvements. The General Manager, or designee, may waive the requirements for plans if it is clear that the encroachment adequately accommodates the District's facilities and needs.

3070.32 Fees: A fee to cover review, inspection and recording of Encroachment Permits shall be submitted at the time of application. The fee shall be equal to two hours of District labor at the rate established in Policy #1060 – Miscellaneous Fee Schedule. Some complex encroachments may

require extensive review, inspection, other forms of agreement or other extra efforts by the District. If the General Manager, or his/her designee, determines that processing an Encroachment Permit requires extra efforts, an additional fee that covers the estimated cost of such extra will be required prior to processing the Encroachment Permit.

3070.33 Review: Upon receipt of a complete Encroachment Permit application and fee, the District will review the application and determine whether or not the encroachment is acceptable and if any special conditions need to be applied. The General Manager, or his/her designee, will approve or deny the encroachment. If the encroachment is approved, an Encroachment Permit will be issued to the property owner and recorded with the County.

3070.34 Appeals: If a property owner disagrees with the decision of the General Manager, or his/her designee, the property owner may submit an appeal to the General Manager in writing. The appeal will be heard by the District's Board of Directors at their next regularly scheduled meeting. The Board of Director's decision will be final.

3070.40 ENCROACHMENT PERMIT REQUIREMENTS

Encroachments will only be allowed with an Encroachment Permit issued by the District. Requirements for Encroachment Permits are as follows:

1. Encroachment Permits shall, at a minimum, include the General Provisions attached to this Policy. If deemed necessary, by the General Manager or his/her designee, special conditions may be added to the General Provisions to protect current and future District facilities and operations.
2. The form of the Encroachment Permit shall be as designated by the General Manager, which clearly describes the encroachment and the conditions of such encroachment, can be signed by the property owner, and recorded with the Tuolumne County Recorder.
3. An Encroachment Permit must be obtained before any installation or construction of an encroachment can occur.
4. Installation/construction of an encroachment shall be subject to inspection by District staff to ensure it complies with the conditions of the Encroachment Permit. The property owner will provide the District a signed notice of completion when the work is complete, verifying that the work was completed in accordance with the Encroachment Permit and that it is ready for final inspection.
5. Encroachment improvements made beyond those specified in the Encroachment Permit may require an additional Encroachment Permit or may be required to be removed at the property owner's expense.

3070.50 UNAUTHORIZED ENCROACHMENTS

Property owners who have installed/constructed physical improvements that encroach on District easements, property or right of way without an Encroachment Permit shall be required to obtain an Encroachment Permit from the District. The District may require that the encroachment be modified, relocated or removed by, and at the sole expense of, the property owner.

ENCROACHMENT PERMIT

General Provisions

1. **Definition:** The term *encroachment* is defined as the installation of an obstruction on a District easement, roadway or property.
2. **Acceptance of Provisions:** It is understood and agreed by the Permittee that the commencement of any work under an Encroachment Permit shall constitute acceptance of the provisions.
3. **Prior Right:** It is understood and agreed that the District has a prior right to use of its rights-of-way.
4. **Notice Prior to Starting Work:** Before starting work for which an inspector is required, or whenever stated on the fact of a permit, the Permittee shall notify the designated employee of the District at least three (3) days in advance of the date work is to begin.
5. **Permission from Property Owners:** Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
6. **Keep Permit on Site:** The permit shall be kept at the site of the work.
7. **Protection of Traffic:** The Permittee shall cause to be placed, erected and maintained all warning signals, lights, barricades, signs and other devices or measures essential to safeguard travel by the general public over and at the work authorized.
8. **Minimum Interference with Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.
9. **Clean Up Right-of-Way:** The Permittee shall, at all times, during the progress of the work, keep the District owned roadway in as neat and clean a condition as is possible and upon completion of the work granted, shall leave the road in a thoroughly neat, clean and usable condition.
10. **Storage of Material:** No material shall be stored within eight (8) feet of the traveled way.
11. **Standards of Construction:** All work shall conform to recognized standards of construction and the District Standard Specifications and details, if applicable.
12. **Borrow and Waste:** Only such borrow and waste will be permitted and within the limits as set forth of the face of the permit.
13. **Supervision:** All the work shall be done subject to the supervision and satisfaction of the District.
14. **Future Moving of Installation:** It is understood by Permittee that whenever construction, reconstruction, repair or maintenance work on the District's utilities and facilities is required, the installation provided for herein shall, upon request of the District, be immediately moved by, and at the sole expense of, the Permittee. Any replacement of the installation shall also be by, and at the sole expense of, the Permittee.
15. **Liability for Damages:** The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on a Permittee's part

to perform his obligations under this permit in respect to maintenance. In the event any claim or such liability is made against the District, or any department, officer or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. Further, Permittee shall obtain a similar provision in its contract with any contractor to perform the work permitted, which indemnification and hold harmless shall include not only the Permittee, but also the District, any department, officer or employee thereof.

16. Making Repairs: If the District so elects, repairs to the utilities, facilities or roads which have been disturbed shall be made by its employees and the expenses shall be borne by the Permittee. All payments to laborers, inspectors, etc. employed by the District for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written statement approved by the District. The District may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

17. Care of Drainage: If the work contemplated shall interfere with the established drainage, ample provision shall be made by Permittee to provide for it as may be directed by the District.

18. Maintenance: The Permittee agrees to exercise reasonable care to maintain properly the encroachment and to exercise reasonable care in inspecting for and immediately notifying the District of any injury to any portion of District utilities or facilities which occurs as a result of the maintenance of the work done under this permit, including any and all injury to the utilities or facilities which would not have occurred had such work not been done or such encroachment not placed therein. Maintenance shall include, but not be limited to, cleaning and keeping free from debris all structures included as a part of this encroachment. No assignment of maintenance responsibility may be made without approval of the District.

19. Crossing Roadway: Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted. Service pipes will not be permitted inside of culverts used as drainage structures.

20. Depth of Pipes: There shall be a minimum of 36 inches of cover over all pipes or conduits crossing a District roadway, unless approved by the District in writing.

21. Backfilling: All excavations shall be backfilled and mechanically compacted immediately after work therein has been completed. No portion of the excavation shall be compacted by ponding or jetting. Back filling material shall comply with District Standards.

22. Restoration: All pavement, curb, gutter, sidewalk, borrow ditches, pipes, headwalls, road signs, trees, shrubbery and/or other permanent facilities impaired by or as a result of construction operations at the construction site, or at other ground occupied by materials and/or equipment, shall be restored immediately to a condition as good as or better than existed prior to the construction.

23. Completion: Immediately following completion of construction permitted herein, Permittee shall fill out and submit the "Notice of Completion" form provided by the District.

24. Responsible: The District will not be held responsible for any damage to any of the Permittee's underground or other facilities or structures that have been caused during the course of the District's normal maintenance procedures or by failure of District utilities within the easement or property subject to this encroachment permit.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Construction Code Enforcement
POLICY NUMBER: 3071
ADOPTED: September 14, 2017

**REDLINE VERSION
OF PROPOSED
REVISIONS**

3071.01 PURPOSE

The purpose of this policy is to improve project delivery efficiency by accepting authority and responsibility for enforcement of California Building Standards Codes for District projects.

3071.10 CODE COMPLIANCE

Twain Harte Community Services District shall comply with all California Building Standards Codes as adopted in Title 15, "Buildings & Construction", of the Tuolumne County Ordinance Code and in any District Ordinance.

3071.20 CODE ENFORCEMENT

3071.21 Delegation of Authority. Tuolumne County (~~County~~) Ordinance Code Title 15, "Buildings and Construction", Chapter 15.04, "Construction Codes", Paragraph 15.04.050, "Special Districts", delegates authority to special districts, including community services districts, to enforce California Building Standards Codes for its own projects without obtaining a permit from, paying fees to or inspection by the ~~Tuolumne County~~. ~~Community Resources Agency~~.

3071.22 Code Enforcement for District Projects. District staff is hereby authorized to enforce California Building Standards Codes for any of its own projects. Unless the General Manager determines it is in the best interest of the District to do so, the District will not be required to obtain a building permit from the County, pay fees to the County or obtain inspection from the County for purposes of enforcement of California Building Standards Codes.

3071.23 Enforcement by Others. If the General Manager determines that District staff do not have the appropriate level of expertise to ensure any of its projects are designed and constructed in compliance with applicable Building Standards Codes, the District may opt to enforce compliance by obtaining assistance from an outside party with an appropriate level of expertise.

3071.30 COUNTY COORDINATION

Prior to commencement of construction of a District project that would normally require a building permit, District staff shall submit a full set of project plans and specifications to the ~~County department responsible for enforcing building codes~~ ~~Tuolumne County~~ ~~Resources Agency~~ for their records.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Construction Code Enforcement
POLICY NUMBER: 3071
ADOPTED: September 14, 2017

**CLEAN VERSION
OF PROPOSED
REVISIONS**

3071.01 PURPOSE

The purpose of this policy is to improve project delivery efficiency by accepting authority and responsibility for enforcement of California Building Standards Codes for District projects.

3071.10 CODE COMPLIANCE

Twain Harte Community Services District shall comply with all California Building Standards Codes as adopted in Title 15, "Buildings & Construction", of the Tuolumne County Ordinance Code and in any District Ordinance.

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3071.22 Code Enforcement for District Projects. District staff is hereby authorized to enforce California Building Standards Codes for any of its own projects. Unless the General Manager determines it is in the best interest of the District to do so, the District will not be required to obtain a building permit from the County, pay fees to the County or obtain inspection from the County for purposes of enforcement of California Building Standards Codes.

3071.23 Enforcement by Others. If the General Manager determines that District staff do not have the appropriate level of expertise to ensure any of its projects are designed and constructed in compliance with applicable Building Standards Codes, the District may opt to enforce compliance by obtaining assistance from an outside party with an appropriate level of expertise.

3071.30 COUNTY COORDINATION

Prior to commencement of construction of a District project that would normally require a building permit, District staff shall submit a full set of project plans and specifications to the County department responsible for enforcing building codes for their records.



Twain Harte Community Services District

Fire Division



Monthly Operations Report

For February 2021

INCIDENTS

- Monthly emergency call total: **27**
- Public Contacts/Non-Fire Agency Assists total:
- Please see attached statistics for incident response information

PERSONNEL

- Total on personnel roster **18**
- Captain Slater off TBA
- Relief Captain Gregory started February 10th

EQUIPMENT AND APPARATUS

- E-721 out of service for a transmission diagnostic
- E-723 got two coolant hoses replaced

FACILITIES

- Nothing to report

TRAINING PROGRAM: Staff completed **121** hours of combined training during the month

- All shifts focusing on EMS Continued Education (CE) training and Structural Firefighting tactics

FINANCIAL

- Working on 2021/2022 budget
- Submitted Regional SCBA grant
- Submitted RFC grant for new portable radios
- Working on CSFA Recruit and Retention grant

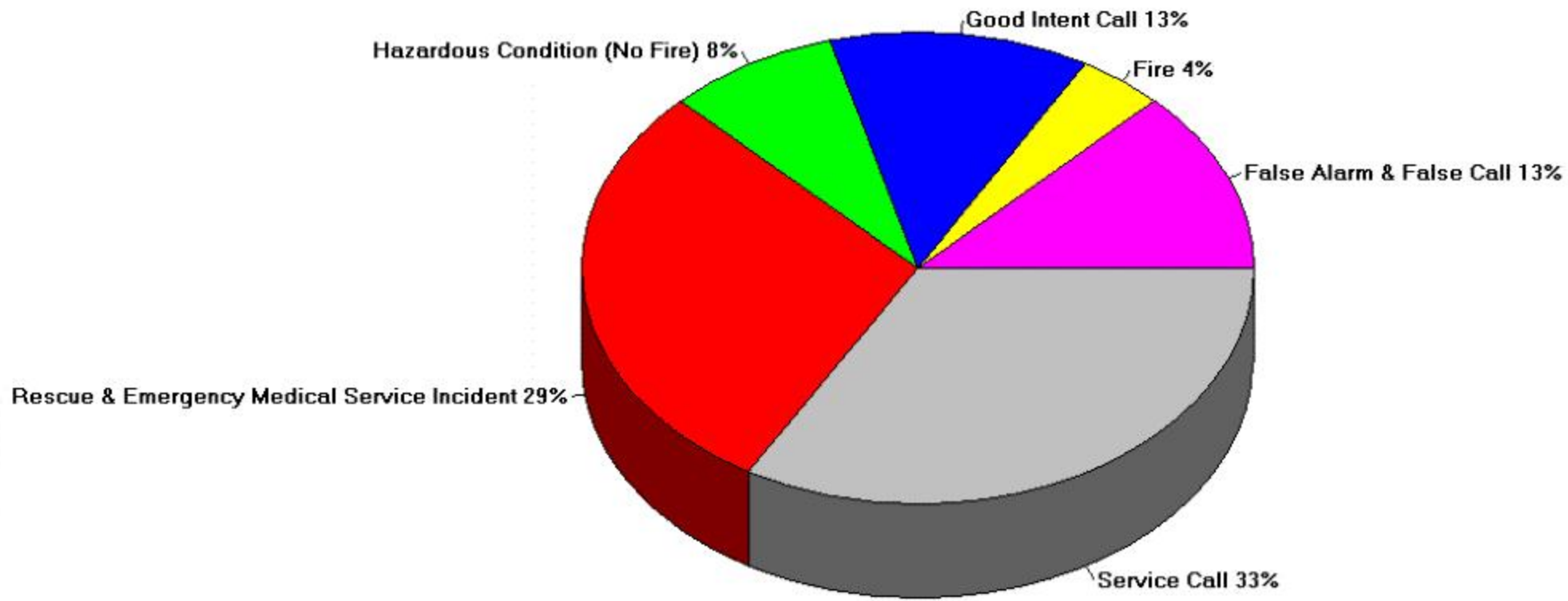
TUOLUMNE COUNTY CHIEF OFFICER'S ASSOCIATION

- Nothing to report

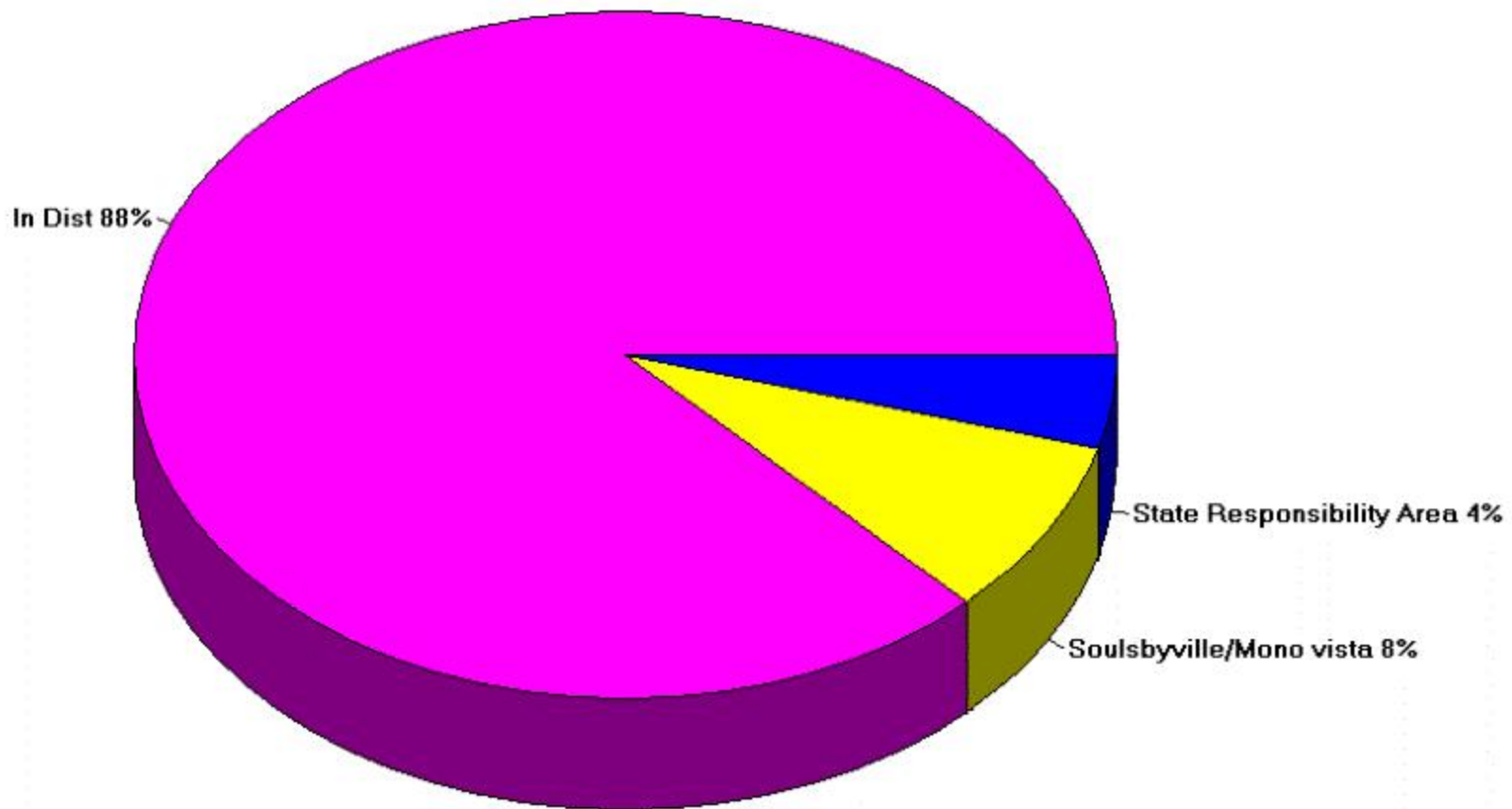
FIRE PREVENTION PROGRAM/PUBLIC EDUCATION

- Emergency contact forms for Twain Harte business are being processed and entered into the Firehouse program

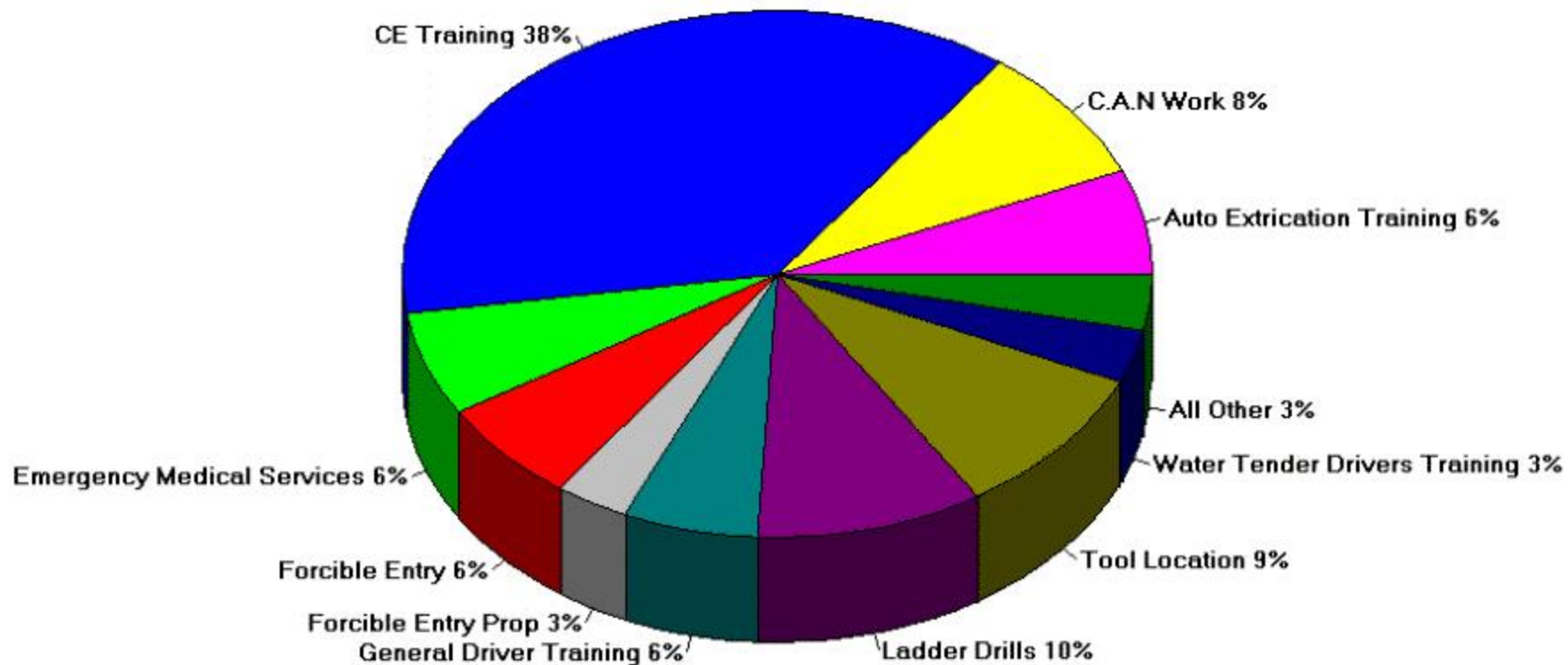
Incident Type Summary
Alarm Date Between {02/01/2021} And {02/28/2021}



Incidents by District
Alarm Date Between {02/01/2021} And {02/28/2021}



Total Staff Hours by Training Category
Date Between {02/01/2021} And {02/28/2021}





TWAIN HARTE CSD OPERATIONS REPORT

What's New

- In depth refresher and cross-training program with evaluations in development
- New employee training program with evaluations currently being used by new employees
- Formal Water/Sewer Intern program in development. We hope to work closely with Columbia College to compliment our programs.
- Multiple employees are working towards Class A licensing



Operations Highlights

Water:

- Number of customer service calls were average for this time of year (20-30) for a total of 23.
- The generator at well #1 and will be placed on the pad soon now that the weather has cleared. Suburban propane is scheduled for March 9th.
- Working to complete the meter pole project. Updates to the GIS for meter locations with pictures are made for each site.

Sewer:

- Number of customer service calls were average for this time of year (1-10) for a total of 4.
- Our routine jetting program will be getting a facelift with the help of the recent sewer condition assessment and GIS system.
 - Jetting will be prioritized to assist in minimizing spills by working from the bottom to the top of the system. Problem areas will have a strict schedule.



Water/Sewer/Park Division

For February 2021

Committee Meeting 3/3/21

Board Meeting 3/10/21

- Record keeping and progress maps will utilize the GIS system so that maintenance can be better tracked and scheduled.
- The sewer condition assessment has identified and prioritized various defects. We will work closely with our engineers to develop a plan to remediate them.

Park:

- The rain catchment tank work is moving forward. The underground plumbing from the intertie from the well and roof collection is nearing completion. The pad and ring work are complete, and we expect the tank to be set in the coming days.



- We will start getting the baseball field ready this week. We are getting the lift for the net on Wednesday and the infield will get filled and dragged.
- We are looking into new sprinkler system that utilizes a weather station to automatically adjust run times daily based on climate conditions to limit waste.

Year: 2021

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	1,782,867	888,093	1,724,068	830,885	171,667	4,395,028	8,304,262	47.08%	5.95	31.5
Feb	812,370	1,084,946	1,670,276	1,048,320	79,857	3,567,592	5,836,362	38.87%	2.72	0
Mar						0	5,776,198	100.00%		
Apr						0	6,737,931	100.00%		
May						0	9,624,851	100.00%		
Jun						0	11,912,958	100.00%		
Jul						0	14,740,484	100.00%		
Aug						0	14,605,710	100.00%		
Sep						0	10,891,827	100.00%		
Oct						0	9,867,000	100.00%		
Nov						0	6,638,895	100.00%		
Dec						0	7,410,084	100.00%		
Total	2,595,237	1,973,039	3,394,344	1,879,205	251,524	7,962,620	112,346,562	92.91%	8.67	31.5



GENERAL MANAGER'S REPORT

March 10, 2021

Administration / Operations

- *Document Retention Policy*
- *Grant Applications & Preparation*
- *FY 2021-22 Budget Prep*
- *Intranet Development*

Planning Projects

- *Sewer System Evaluation/Analysis* – In process. Condition Assessment and Sherwood Forest Analysis complete. Draft Hydraulic Model in process.
- *Water System Hydraulic Model* – Draft complete. Initial analysis points to rezoning, upsizing lines and eliminating the Laurel Pump Station and Cedar Pines Tank.

Capital Projects

- *Bocce Court Improvements* – Rain tank piping and grading ready for tank delivery in next couple weeks. Pillar rock and lighting in review with Park Committee.

Funding Opportunities

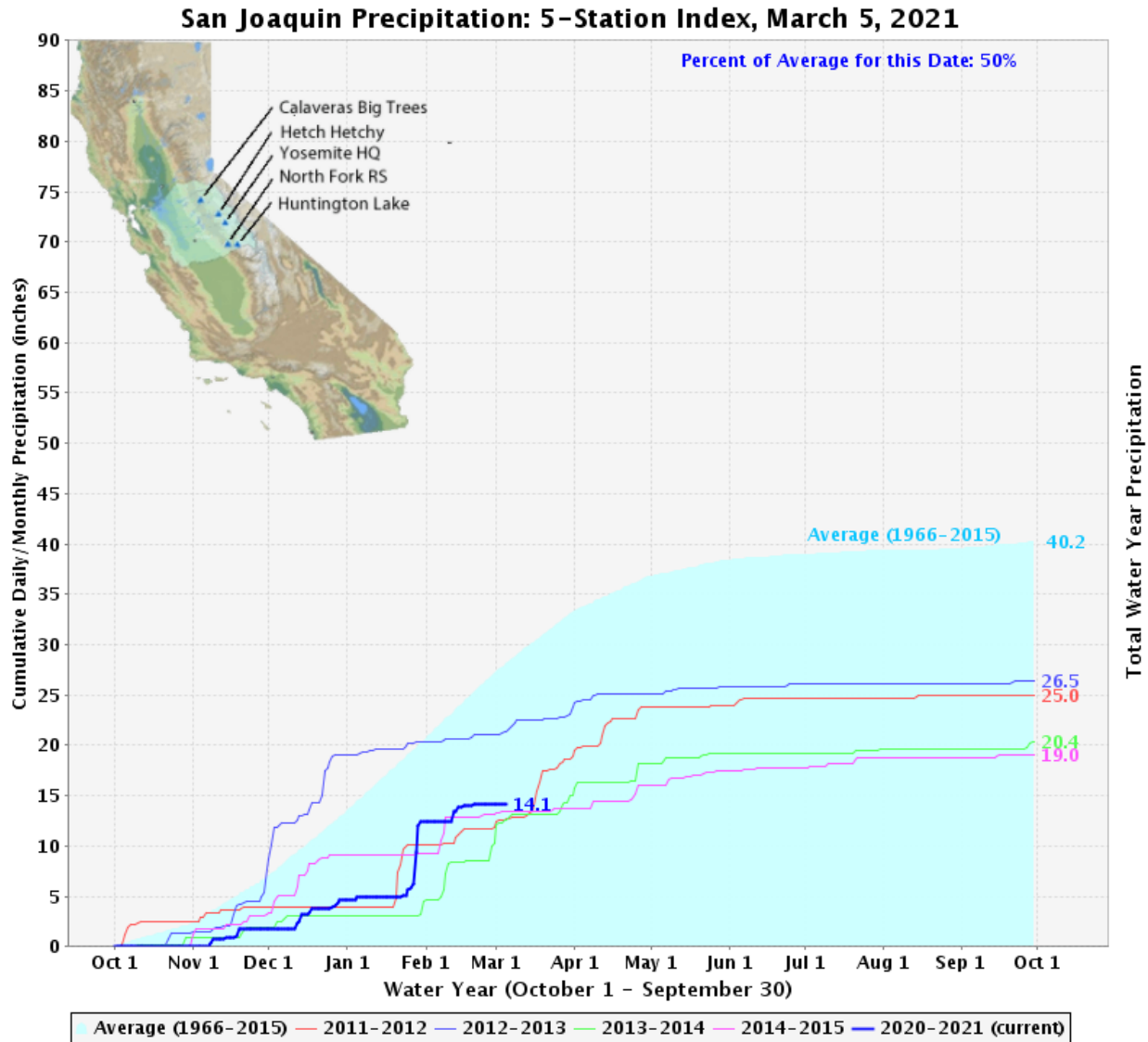
- *Prop 68 Per Capita Park Grant* – Park revenue enhancement (\$177,952): **Awarded**
- *Prop 1 Stormwater Grant* – TH Stormwater Enhancement (\$3.478 M): **Awarded**
- *SWRCB Water System Planning Grant* – Water System (\$500 K): **Likely award April 2021**
- *Cal OES PSPS Grant* – Critical Facility Generators (\$60,000): **Find out any day**
- *Assistance to Firefighters Grant* – SCBA Replacement (\$150,000): **Find out in May 2021**
- *Prop 68 Statewide Park Program* – TH Meadows Park (\$1.25 M): **Due Friday**
- *Prop 68 Rural Recreation Program* – TH Meadows Park (\$1.25 M): **Due Nov 2021**

Meetings of Interest

- *COVID-19 Staff Vaccinations* – 3/5/21

WATER SUPPLY UPDATE – MARCH 2021

PRECIPITATION – Current Year vs. Last Drought



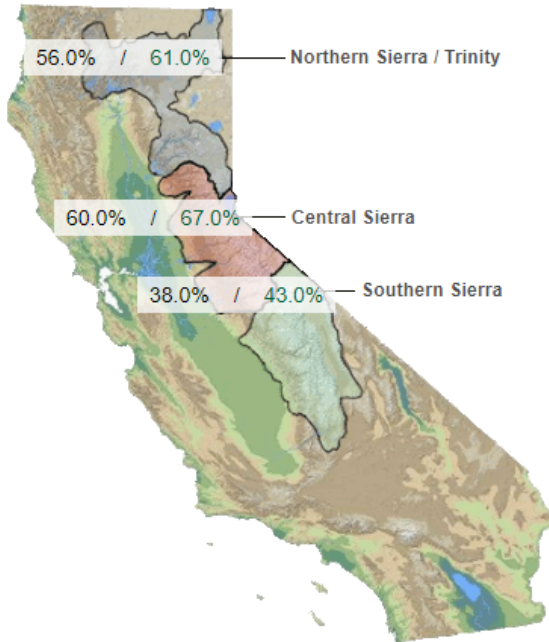
SNOW PACK

→ Snow Water Equivalents (inches)

Provided by the California Cooperative Snow Surveys

Data For: 04-Mar-2021

% Apr 1 Avg. / % Normal for this Date



Change Date :



04-Mar-2021

NORTH

Data For: 04-Mar-2021

Number of Stations Reporting	32
Average snow water equivalent	16.1"
Percent of April 1 Average	56%
Percent of normal for this date	61%

CENTRAL

Data For: 04-Mar-2021

Number of Stations Reporting	42
Average snow water equivalent	17.7"
Percent of April 1 Average	60%
Percent of normal for this date	67%

SOUTH

Data For: 04-Mar-2021

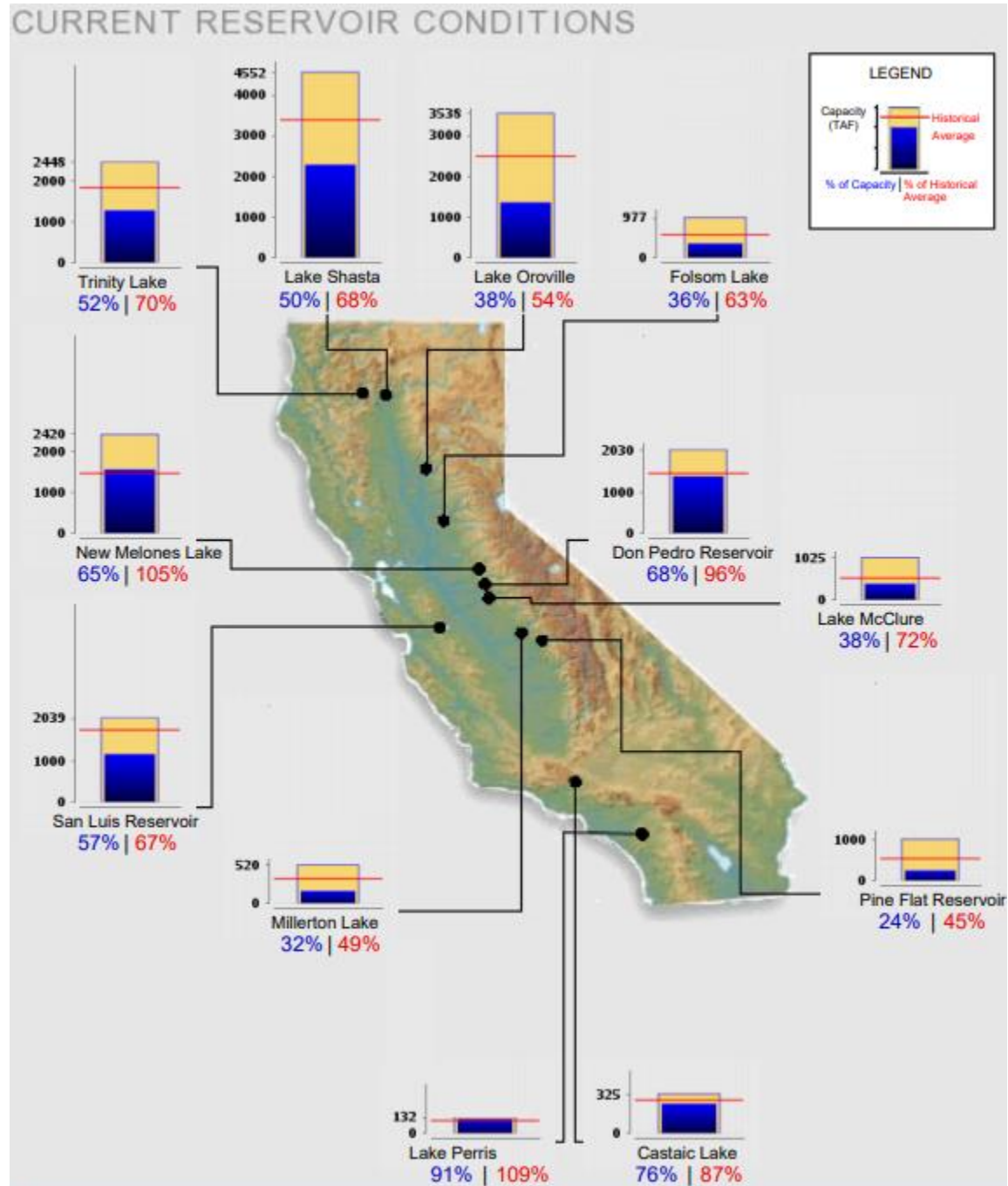
Number of Stations Reporting	29
Average snow water equivalent	9.8"
Percent of April 1 Average	38%
Percent of normal for this date	43%

STATEWIDE SUMMARY

Data For: 04-Mar-2021

Number of Stations Reporting	103
Average snow water equivalent	15.0"
Percent of April 1 Average	53%
Percent of normal for this date	59%

RESERVOIR STORAGE



Pinecrest Storage (3/4): 3,620 AF

~53% of Normal

~15% less than 2014

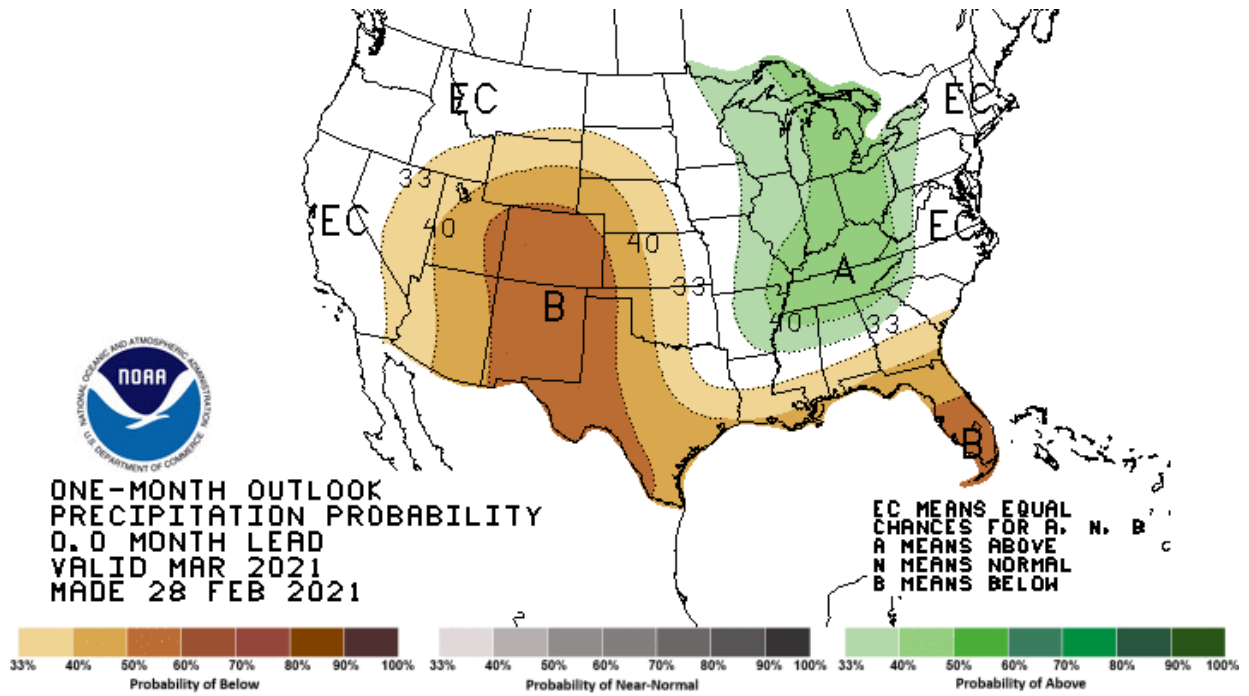
Lyons Storage (2/24): 2,160 AF

~67% of Normal

~4% less than 2014

PRECIPITATION/TEMPERATURE FORECAST

1 Month Precipitation – Normal Precipitation



1 Month Temperature – 40% chance of Below Normal Temps

