



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
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Special Regular Meeting Agenda / Public Hearing
Wednesday May 29, 2019 7pm

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
- 3. ROLL CALL:** Board Members: Kim Olson, Keith Hafley, Sam Harris, Ken Glissman, Chris Allen, Pat Brown, Marcus Omlin, Chris Damin and George Juelch
Staff: Fire Chief Rich Dickinson and Rose Beristianos
- 4. PUBLIC HEARING:**
 - A. Discussion action - Fire Impact Fee / Resolution 20190529 Approving the Calaveras Consolidated Fire Protection District Fire Department Fire Impact Fee Nexus Study and Requesting the County of Calaveras Board of Supervisors adopt and implement the proposed Fire Impact Fee Program on behalf of the district.
- 5. PUBLIC COMMENT:** The public may address the Board on any item of interest that is not on the Agenda and is within the District's jurisdiction. For items that are on the agenda, public comment will be heard when the item is discussed. The Chairman reserves the right to limit each speaker to three (3) minutes per person and 15 minutes per topic. Ralph M Brown Act Gov. (Code, § 54954.3(b).) By law, the Board of Directors cannot make decisions on matters not on the agenda. Ralph M Brown Act Gov. (Code, § 54954.2(a).)
- 6. CONSENT CALENDAR:** The Consent Calendar includes routine financial and administrative actions and is usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 12132 and the Ralph M. Brown Act (California Government Code § 54954.2)). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the office reflected above, during regular business hours, at least forty-eight hours prior to the time of the meeting.

Members, the public or staff request specific items be discussed and/or removed from the Consent Calendar.

A. Approval of Draft Minutes: April 22, 2019 Board Meeting

B. Approval of Transmittals dated May 29, 2019

- Regular Bills OH155567 \$21,837.24
- May Cal Card OH155568 for \$7,956.09 plus tax if needed
- Journal Entry Chargeback from Elections \$2,609.72 for 11/6/18 General Election Billing

7. FINANCE BUSINESS

A. Supplemental Transmittals

8. FIRE CHIEF'S REPORT

9. COMMITTEE REPORTS

A. Finance Committee

B. Personnel Committee

10. CORRESPONDENCE:

11. UNFINISHED BUSINESS: Since this Old Business has been discussed in prior meetings, the Chairman reserves the right to limit each speaker to three (3) minutes per person per topic. Ralph M. Brown Act Gov. (Code, § 54954.3(b)).

A. Discussion/Action – None

12. NEW BUSINESS:

A. Discussion/Action – MOU Between Calaveras Professional Firefighters Union IAFF Local 5149 and the Calaveras Consolidated Fire Protection District.

B. Discussion/Action – Social Media Policy

C. Discussion/Action – Ross repeater / Lease / Columbia Communications quote

13. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

14. ADJOURNMENT:

Next meeting scheduled for June 24, 2019.



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT

FIRE IMPACT FEE NEXUS STUDY

FEBRUARY 2019
FINAL REPORT V.1.1

PREPARED FOR:

**BOARD OF DIRECTORS
CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT**

PREPARED BY:


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CALAVERAS COUNTY FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS

Chris Allen, Member
Chris Damin, Member
Pat Brown, Member
Ken Glissman, Member
Keith Hafley, Member
Sam Harris, Member
George Juelch, Member
Marcus Omlin, Member
Kim Olson, Member

FIRE CHIEF

Richard Dickinson

DISTRICT CONSULTANT

Blair Aas, Director of Planning Services
SCI Consulting Group

ACKNOWLEDGMENTS

This Fire Impact Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with the Calaveras Consolidated Fire Protection District ("District"). The work was accomplished under the general direction of Richard Dickinson, Fire Chief of the District.

We would like to acknowledge special efforts made by the following individuals and organizations for this project:

Jason Robitaille, Calaveras Consolidated Fire Protection District (Former)
Brian Moss, County of Calaveras
David Sirias, County of Calaveras
Peter Maurer, County of Calaveras
Shirley Ryan, County of Calaveras (former)
Calaveras County Auditor's Office
Calaveras County Assessor's Office

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EXECUTIVE SUMMARY

INTRODUCTION

The Calaveras Consolidated Fire Protection District ("District") provides first-responder fire protection services to 168 square miles in the western portion of unincorporated Calaveras County ("County"). Specifically, the District's services include fire prevention and suppression; emergency medical response and transport and rescue and hazardous materials response.

The District was formed through a Joint Powers Agreement between the Jenny Lind Fire Protection District and Foothill Fire Protection District on July 1, 2013. Before consolidation, each fire protection district-imposed fees to mitigate the impact of new development. The County of Calaveras ("County"), on behalf of District, currently imposes "exaction fees for the acquisition of fire suppression service equipment" in the Jenny Lind Fire Protection District service area of the District in the amount of \$300 per new dwelling unit, and \$100 per 1,000 square feet of new commercial or industrial non-dwelling units. The County, on behalf of the District, also imposes "fire impact mitigation fees" in the amount of \$300 per new residential unit, and \$0.75 per square foot of new multi-family residential and commercial/industrial construction in the Foothill Fire Protection District service area of the District. These fees, established in 1990 and 2003 respectively, are outdated and insufficient to mitigate the impact of new development.

This Fire Impact Fee Nexus Study ("Nexus Study") was prepared pursuant to the "Mitigation Fee Act" as found in Government Code § 66000 et seq. and County Municipal Code Chapter 15.08. The purpose of this Nexus Study is to establish the legal and policy basis for the collection of new fire impact fees ("fees") on new residential and nonresidential development within the District. The purpose of the fee is to fund the one-time cost of expanding the District's facilities, apparatus, and equipment needed to accommodate new development.

For purposes of this Nexus Study, the term "facilities" or "fire system facilities" will refer to facilities (land, stations and other buildings), apparatus (engines, ambulances, and other vehicles), and equipment. The term "new development" will generally refer the persons (residents and employees working in the District) and the structural area (residential area and nonresidential building area) in which the persons live or work.

In order to impose such fees, this Nexus Study will demonstrate that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for fire protection facilities, apparatus, and equipment as a result of new development. More specifically, this Nexus Study will present findings in order to meet the procedural requirements of the Mitigation Fee Act, also known as AB 1600, which are as follows:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed (**“benefit relationship”**).
4. Determine how there is a reasonable relationship between the need for the fire facilities and the type of development project on which the fee is imposed (**“impact relationship”**).
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (**“proportional relationship”**).

Additionally, the Act specifies that the fee shall not include costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the general plan.

To determine the District's fire impact fee consistent with these **substantive requirements**, this Nexus Study utilizes a system-wide existing facility standard methodology. Under this method, the District's ratio existing fire protection facilities, apparatus, and equipment to existing service population establishes the standard for determining new development's fair share of the cost to expand the District's fire system as growth occurs. Existing development is determined based on District service call data. The value of the District's existing fire system is determined using the replacement value of the District's existing inventory of fire protection facilities, apparatus, and equipment. These costs are then applied to eight land use categories in proportion to the need they create for fire protection and emergency response services.

The Nexus Study also identifies the fair share cost of planned fire and emergency response services facilities needed to serve existing development at the same facilities standard applied to new development. The identification and use of an existing facility standard and the proper expenditure of the fee revenue ensure that new development will not fund any existing deficiencies, but instead only planned facilities costs needed to accommodate growth. Thus, consistent with the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the fee, and facilities, apparatus and equipment funded by the fee.

The Nexus Study also details the **procedural requirements** for approval of the Nexus Study and proposed fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors on behalf of the District. Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition and collection of the fee are provided in the last sections of the Nexus Study.

SUMMARY OF GENERAL FINDINGS

The following general findings from the Nexus Study are presented:

1. Impact fees are necessary to ensure that the District can adequately expand its fire protection facilities, apparatus, and equipment needed for the resident and employee growth and new structural area created by new development.
2. The District's current fire impact fees are outdated and insufficient to mitigate the impact of new development.
3. The District may approve, and County may adopt on their behalf, the following fee at or below the maximum level determined by this Nexus Study.

FIGURE 1 – MAXIMUM FIRE IMPACT FEE SCHEDULE

Land Use	Maximum Fire Impact Fee
	Per Living Area Sq. Ft.
Residential Development	
Single Family Housing	\$0.90
Multi-Family Housing	\$1.06
Mobile Home	\$0.68
	Per Building Sq. Ft.
Nonresidential Development	
Retail / Commerical	\$1.22
Office	\$1.70
Industrial	\$1.12
Agriculture	\$0.16
Warehouse / Distribution	\$0.60

4. Consistent with nexus requirement of the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the proposed fee, and facilities, apparatus, and equipment funded by the fee.
5. Fee revenue may be used to fund 100% of the cost of new and expanded facilities, 100% of the cost of apparatus, vehicles, and equipment that expand the District's existing inventory, and up to 11.4 percent of apparatus and vehicle replacement costs.

6. Projected fee revenue and unexpended fire impact fee proceeds, will fund approximately \$1.19 million of the District's \$13.19 million in planned new facilities and replacement of existing apparatus, vehicles, and equipment.
7. Since only Cities and Counties have land use authority to impose development impact fees as a condition of project approval, the District's proposed fee must be adopted by the County on behalf of the District.
8. The maximum fire impact fee determined by this Nexus Study is consistent with Calaveras County Municipal Code 15.22 and the County General Plan.

SUMMARY OF GENERAL RECOMMENDATIONS

Based on the findings presented in the Nexus Study, the following general recommendations are presented:

1. The District should establish a new fire impact fee to fairly allocate the costs of providing fire protection facilities, apparatus, and equipment to new development.
2. The District's new fire impact fee should be adopted and implemented in accordance with the applicable provisions of the Mitigation Fee Act (Government Code § 66000 et al.) and County Municipal Code Chapter 15.08.
3. Fee proceeds should be deposited into a new, separate fund or account so there will be no commingling of fee proceeds with the unexpended balances in the existing fee program funds. Once the existing fee program funds have been spent, the accounts should be closed.
4. Fee revenue should be used to fund only the cost of new and expanded facilities, apparatus, vehicles, and equipment to serve new development as further detailed on page 21.
5. The District and the County should comply with the annual reporting requirements under Government Code § 66006(b) and County Municipal Code Chapter 15.08.120.
6. Following the fifth fiscal year after the first deposit of fee revenue and every five years thereafter, the District should comply with the reporting requirements under Government Code § 66001(d).

7. The cost estimates presented in this Nexus Study are in 2018 dollars. Pursuant to County Municipal Code 15.08.070, the fire impact fee should be adjusted automatically without further action by the District Board of Directors or County Board of Supervisors on the first day of each fiscal year by the next percentage change percentage change in the Engineering News-Record Construction Cost Index for San Francisco.
8. Pursuant to County Municipal Code Chapter 15.08.120, the District shall update the Nexus Study and bring forward updated fire impact fee every five years for consideration by the County Board of Supervisors.

DETERMINATION OF EXISTING AND FUTURE DEVELOPMENT

The District serves both residences and businesses throughout their service area. As such, the demand for the District's fire protection services and associated fire protection facilities, apparatus, and equipment is measured by its service population (residents or employees) and the structural area (i.e., living area or nonresidential building area) in which they live or work. This section will first determine the service population and structural area within the District. These figures along with the District's service call data will be used to establish an existing facilities demand factor for the various residential, and nonresidential land uses within the District, which in turn will be used to determine existing development's total facilities demand.

The Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the fee and the type of development on which the fee is imposed.

EXISTING SERVICE POPULATION AND STRUCTURAL AREA

The District provides fire protection and emergency response services to the western portion of unincorporated County and includes the communities of Valley Springs, Burson, Wallace, Campo Seco, Milton, Rancho Calaveras, La Contenta and Jenny Lind. A map of the District's boundaries is provided in Appendix A.

As shown in Figure 2 on the following page, the District currently serves an estimated resident population of 10,451 and protects approximately 5,770 occupied and vacant dwelling units. These figures are based on figures from the 2010 Census for the District's service area, Calaveras County Assessor's data as of February 2018, and the 36.5 percent vacancy rate for unincorporated County as reported by the California Department of Finance.

The District also serves an estimated 1,154 workers and protects approximately 400,000 square feet of new nonresidential building area. The estimated number of workers in the District is based on a County jobs-to-housing ratio of 0.20 provided by the County Planning Department. The estimated nonresidential structural area is calculated by multiplying the number of workers by 346 square feet of nonresidential building area for every worker (or 2.89 workers per 1,000 square feet.)

FIGURE 2 – CURRENT RESIDENTIAL DEMOGRAPHICS

Land Use Categories	Total Dwelling Units ¹	Vacant Dwelling Units ²	Occupied Housing Units	Average Occupancy per Unit ³	Resident Population
Calc	a	b	c = a - b	d	e = c * d
Single-Family Housing	5,222	1,906	3,316	2.98	9,882
Multi-Family Housing	118	43	75	1.77	133
Mobile Home	430	157	273	1.60	437
Total Residential	5,770	2,106	3,664	2.85	10,451

¹ From Calaveras County Assessor's data as of February 2018.

² Based the 36.5% vacancy rate for unincorporated Calaveras County as reported by the California Department of Finance.

³ Figure for single-family housing is from the U.S. Census Bureau's 2012-2016 American Community Survey 5-Year Estimates for Rancho Calaveras, Valley Springs, and Wallace CDPs. Figures for multi-family housing and mobile homes is based on the countywide average due to an inadequate sample size from the CDPs.

FUTURE DEVELOPMENT

Figure 3, on the following page, lists the approved residential development projects within the District. As shown, the County has approved residential development projects totaling 715 new dwelling units. According to the County Planning Department, maximum residential development potential at buildout within the District is 9,903 dwelling units based on the Planning Commission draft recommended General Plan.

Future nonresidential development is more difficult to project. Again, using the County's jobs-to-housing ratio of 0.20 provided by the County Planning Department and assuming 351 square feet of nonresidential building area for every new worker, it is reasonable that 143 jobs and approximately 50,000square feet of new nonresidential building area could be generated along with the additional 715 new dwelling units.¹

¹ 715 dwelling units multiplied by a 0.2 jobs-to-housing ratio equals 143 new employees. 143 employees multiplied by 346 square feet per employee equals 50,000square feet of new nonresidential area (rounded).

FIGURE 3 – RESIDENTIAL DEVELOPMENT PROJECTS WITHIN THE DISTRICT

File Number	Project Name	Dwelling Units
2002-142	Hogan Oaks Unit #1	122
2003-154	Stamper Ranch	21
2004-138	Las Tres Marias	15
2005-174	Del Verde	91
2006-007	Calaveras River Estates	5
2006-178	Mission Ranch	219
2006-187	Old Golden Oaks	96
2011-035	Hogan Oaks Unit #2	122
Unknown	Vosti Properties	24
Total		715

Source: Calaveras County Planning Department

It is important to note that the maximum fire impact fee determined by this Nexus Study is not directly influenced by the level of development. The fire impact fee is determined with an open-end approach based on the District's existing level of service rather a definite facility plan and a definite level of future development. Therefore, the fire impact fee will not be affected whether the actual level of development is at significantly higher or lower rate than projected.

RESIDENT EQUIVALENT DEMAND FACTOR

For purposes of this Nexus Study, a calls-for-service approach is used to help establish the relative fire facilities demand from residential and nonresidential land uses. Specifically, service call data is converted into a resident equivalent demand factor, which represents the demand for service from a worker compared to a household resident.

As shown in Figure 4, service call data indicates the property used for service calls for years 2015 through 2017 were gathered from the District's Emergency Reporting database software. Over the three-year period, the District had 2,760 service calls originating from residential property and 273 service calls originating from nonresidential properties. Service calls originating from highways, roads, open fields, or otherwise not classified as originating from a residential or nonresidential land use were excluded. By dividing service calls for residential and nonresidential land uses by the corresponding estimated number of residents and workers results the relative number of per capita for residential and nonresidential land uses. As shown, District residents are weighted at 1.0 and workers in the District are weighted 0.90 compared to District residents.

FIGURE 4 – RESIDENT EQUIVALENT DEMAND FACTOR

	Calc	Residential	Nonresidential
Number of Service Calls ¹	a	2,760	273
Residents or Workers ²	b	10,451	1,154
Per Capita Fire Service Demand	$c = a / b$	0.26	0.24
Resident Equivalent Demand Factor	$d = c / 0.26$	1.00	0.90

Sources: Calaveras County Fire Protection District; SCI Consulting Group

Notes:

¹ From District's Emergency Reporting database for years 2015 thru 2017.

² See Figure 2. Workers is based on the County's jobs-to-housing ratio of 0.2.

EXISTING FIRE FACILITIES EDU DEMAND FACTOR

Next, equivalent dwelling unit ("EDU") demand factors are established to compare the relative fire facilities demand across three residential, and five nonresidential land uses. The EDU is also used to convert nonresidential building area to a residential dwelling unit value. This common approach allows for the cost of fire protection facilities, apparatus, and equipment to be fairly apportioned among residential and nonresidential land uses.

Figure 5 on the following page shows the calculation of the existing fire facilities EDU demand factor for eight land use categories. The residential land use categories are expressed per dwelling unit, and the nonresidential land use categories are expressed per 1,000 square feet of building area. The occupancy density for land use category is multiplied by their respective resident equivalent demand factor, then converted to single-family home value. By this measure, for example, one single-family home creates the demand for fire facilities equal to 750 square foot of retail / commercial building area.

Occupancy density for single-family housing is based on census data from the U.S. Census Bureau's 2012-2016 American Community Survey 5-Year Estimates for Rancho Calaveras, Valley Springs, and Wallace Census-Designated Places which found to be representative of the boundaries of the District. Occupancy density for multi-family units and mobile homes are based on the countywide averages due to inadequate sample size for the three census-designated places.

The retail / commercial employment density of 2.5 employees per 1,000 square feet of building area or 400 square feet of building area per employee are from the Calaveras County 2004 Road Impact Mitigation Fee Nexus Study, page 22, figure 7. Office, Industrial, and Warehouse / Distribution density figures are from the 2001 "Employment Density Study" prepared by The Natelson Company, Inc. for the Southern California Association of Governments. The employment density figure for agriculture is from the 2004 "Employment Density in the Puget Sound Region" report prepared by E.K. Pflum for the University of Washington. All density figures are expressed in terms of the number of employees per 1,000 square feet of building area. The density figure for "nonresidential" is weighted assuming a land use mix of 35% retail / commercial, 49% office, 12% industrial, 1% agriculture, and 3% warehouse / distribution.²

² Based on figures Calaveras County Housing Element 2014-2019, Table 4.6 Employment by Industry for 2013.

FIGURE 5 – EXISTING FACILITIES EDU DEMAND FACTOR

Land Use Category	Unit	Occupancy Density per Unit ¹	Resident Equivalent Demand Factor ²	Existing Facilities EDU Demand Factor
	Calc	a	b	c = (a * b) / 2.98 (rounded)
Single-Family Housing	DU	2.98	1.00	1.00
Multi-Family Housing	DU	1.77	1.00	0.59
Mobile Home	DU	1.60	1.00	0.54
Residential ³	DU	2.85	1.00	0.96
Retail / Commerical	KBSF	2.50	0.90	0.75
Office	KBSF	3.47	0.90	1.04
Industrial	KBSF	2.28	0.90	0.69
Agriculture	KBSF	0.33	0.90	0.10
Warehouse / Distribution	KBSF	1.23	0.90	0.37
Nonresidential ³	KBSF	2.89	0.90	0.87

DU = Dwelling Unit; KBSQ = 1,000 square feet of building area

Notes:

¹ Residents per unit is based on census data from the 2010 U.S. Census for Rancho Calaveras CDP, Valley Springs CDP and Wallace CDP. Retail / Commercial density figures are from the 2004 Road Impact Mitigation Fee Nexus Study for Calaveras County. Office, Industrial, and Warehouse / Distribution density figures are from the 2001 "Employment Density Study" prepared by The Natelson Company, Inc. for the Southern California Association of Governments. The density figure for Agriculture is from the 2004 "Employment Density in the Puget Sound Region" report prepared by E.K. Pflum for the University of Washington. All density figures are expressed in terms of the number of employees per 1,000 square feet of building area.

² See Figure 4.

³ The weighted average occupancy density per unit is based on units counts from Figure 2. The weighted average occupancy density per unit for nonresidential assumes 35% retail / commercial, 49% office, 12% industrial, 1% agriculture and 3% warehouse.

EXISTING FIRE FACILITIES DEMAND EDUS

Figure 6 below calculates the District's existing demand EDUs based on the total number of dwelling units and estimated nonresidential building area within the District. As shown, total existing demand EDUs for the District is 5,871. Existing demand EDUs represents the level of existing development served by the District's existing facilities.

FIGURE 6 – EXISTING DEMAND EDUS

Land Use	Unit	Existing Units ¹	Fire Facilities EDU Demand Factor	Total Existing Demand EDUs
	Calc	a	b	c = a * b
Single Family Housing	DU	5,222	1.00	5,222
Multi-Family Housing	DU	118	0.59	70
Mobile Home	DU	430	0.54	232
Nonresidential	KBSF	399	0.87	347
Total		6,169		5,871

Source: Calaveras County Assessor's Office; SCI Consulting Group

Notes:

¹ Housing units and nonresidential building square feet are from the Calaveras County Assessor's data as of February 2018.

DETERMINATION OF EXISTING FIRE PROTECTION FACILITIES

The next step in determining the District's existing fire facilities standard is to calculate the replacement value of the District's fire protection facilities, apparatus, and equipment. Figure 7 below presents a summary of replacement cost (in 2018 dollars) for the District's existing fire facilities (land and fire stations), apparatus (engines and special vehicles) and equipment.

Fire station replacement costs are based on construction cost estimates from the Engineering News-Record Square Foot Costbook, 2016 Edition for fire station construction in the greater Stockton area with an 8 percent adjustment for inflation. The estimated replacement value of the District's apparatus, vehicles, and equipment inventory is based on unit cost assumptions provided by the District. Estimated values of older apparatus have been discounted from the replacement value of the new apparatus to reflect their age. (The detailed inventory and estimated replacement value for each is provided in Appendix B.)

As shown below, the estimated replacement value of the District's existing fire protection facilities, apparatus, and equipment is approximately \$9.2 million.

FIGURE 7 – REPLACEMENT VALUE OF EXISTING FIRE SYSTEM

Fee Components	Total Replacement Value (2018 \$) ¹
Land Value	\$226,250
Building Value	\$6,914,880
Apparatus / Vehicles Value	\$1,481,250
Equipment	\$620,000
Total Fire System Facilities	\$9,242,380

Source: Calaveras Consolidated Fire Protection District;
Engineering News-Record; SCI Consulting Group

Notes:

¹ See Appendix B for more detail.

DETERMINATION OF THE FIRE IMPACT FEE

The Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the need for fire protection facilities, apparatus and equipment and the type of development project on which the fee is imposed. In this section, the District's existing fire facilities standard is determined and then applied to three residential, and five nonresidential land uses categories in proportion to the demand they create as measured by their EDU demand factor.

EXISTING FIRE FACILITIES STANDARD

The District's ratio of existing fire facilities, apparatus, and equipment to the District's service population establishes the standard for determining new development's fair share of the cost to expand the District's fire facilities as growth occurs. As shown in figure 8 below, this standard is represented by the existing fire system facilities cost of \$1,574.24 per demand EDU.

FIGURE 8 – EXISTING FIRE FACILITIES STANDARD

Existing Fire System Facilities ¹	\$9,242,380
Existing Demand EDUs ²	5,871
Existing Fire Facilities Standard	\$1,574.24

Notes:

¹ See Figure 7.

² See Figure 6.

RESIDENTIAL FIRE IMPACT FEE

Since residential land uses have varying dwelling unit occupancies and living areas, the residential fire impact fees are expressed on a per square footage basis for the three residential land use categories. Pursuant to County Municipal Code Section 15.08.020, the three residential land use categories are defined below.

- **"Single-family housing"** means a building designed for and/or occupied exclusively by one family. Also includes factory-built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundations.

- **"Multi-family housing"** means a group of attached dwelling units (three or more) within one structure.
- **"Mobile home"** means a factory assembled structure, transportable in one or more sections, that is constructed according to the Mobile Home Construction and Safety Standards, Part 280 of the Code of Federal Regulations, Title 24, with or without a permanent foundation and not including recreational vehicles.

The residential fire impact fee shall be charged on the square footage within the perimeter of a residential structure. Garages, carports, walkways, overhangs, patios, enclosed patios, detached storage structures, or similar areas are excluded.

Figure 9 on the following page presents the calculation of the maximum residential fire impact fee. As shown, the residential fee is determined by multiplying the fire facility standard by their respective EDU demand factor plus an additional 4 percent for administration of the fire impact fee program. The fee program administrative cost component is designed to offset the cost of County and District collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

FIGURE 9 – MAXIMUM RESIDENTIAL FIRE IMPACT FEE

Residential Land Use	EDU Demand Factor ¹	Existing Facilities Standard ²	Cost per Dwelling Unit	Fee Program Admin. 4%	Average Living Area (Sq. Ft.) ³	Maximum Residential Fire Impact Fee ³
Calc	a	b	c = a * b	d = c * 0.04	e	f = (c + d) / e
			-- per dwelling unit --			- per sq. ft. -
Single-Family Housing	1.00	\$1,574.24	\$1,574.24	\$62.97	1,810	\$0.90
Multi-Family Housing	0.59	\$1,574.24	\$928.80	\$37.15	910	\$1.06
Mobile Home	0.54	\$1,574.24	\$850.09	\$34.00	1,292	\$0.68

Notes:

¹ See Figure 5.

² See Figure 8.

³ Average living areas area from data from the Calaveras County Assessor and expressed in terms of square feet.

⁴ The maximum residential fire impact fee is rounded down to the nearest cent.

NONRESIDENTIAL FIRE IMPACT FEES

As stated earlier, the Mitigation Fee Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the fee and the type of development on which the fee is imposed. Since different nonresidential land uses have varying employment densities and structural area, the nonresidential fire impact fee expressed per square foot of building area for five nonresidential land use categories. Pursuant to County Municipal Code Section 15.08.020, the five nonresidential land use categories are defined below.

- **“Retail / Commercial”** means as non-manufacturing business establishments, including, but not limited to, hotels, restaurants, wholesale businesses, retail stores, and health, social and educational institutions.
- **“Office”** means establishments providing direct services to customers, business/service, executive headquarters, information processing and computer-dependent and/or telecommunications-based activities, professional, medical, and administrative services.
- **“Industrial”** means manufacturing buildings, including but not limited to, food processing, manufacturing, metal processing, pulp, and paper firms, voltage optimization, water and wastewater systems, transport processing or other activity involving farm products off-farm. In particular, it includes fixed pieces of equipment, buildings or complexes used to produce goods in connection with, or as part of, any process or system.
- **“Agriculture”** means a structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products, including other agricultural structures located on agriculturally zoned land. This structure shall not be a place of human habitation.
- **“Warehouse/Distribution”** means buildings devoted to the storage and/or distribution of non-agricultural products. A distribution center for a set of products is a warehouse or other specialized building, which is stocked with products (goods) to be redistributed to retailers, to wholesalers, or directly to consumers.

The nonresidential fee shall be charged for “covered and enclosed space” within the perimeter of a nonresidential structure. Garages, parking structures, unenclosed walkways, utility or disposal areas, and storage areas incidental to the principal use of the development are excluded.

Figure 10 below presents the calculation of the nonresidential fire impact fee. As shown, the fee for the five nonresidential land uses is determined by multiplying the fire facilities standard by their respective EDU demand factor plus an additional 4 percent for administration of the fire impact fee program. Note that the costs are expressed per 1,000 square foot of nonresidential building area and then converted to a per-square-foot fee.

FIGURE 10 – MAXIMUM NONRESIDENTIAL FIRE IMPACT FEE

Nonresidential Land Use	EDU Demand Factor ¹	Existing Facilities Standard ²	Cost per Unit	Fee Program Admin. 4%	Total Cost per Unit	Maximum Fire Impact Fee ³
Calc	a	b	c = a * b	d = c * 0.04	e = c + d	f = e / 1,000
			----- per 1,000 sq. ft. -----			- per sq. ft. -
Retail / Commerical	0.75	\$1,574.24	\$1,180.68	\$47.23	\$1,227.91	\$1.22
Office	1.04	\$1,574.24	\$1,637.21	\$65.49	\$1,702.70	\$1.70
Industrial	0.69	\$1,574.24	\$1,086.23	\$43.45	\$1,129.68	\$1.12
Agriculture	0.10	\$1,574.24	\$157.42	\$6.30	\$163.72	\$0.16
Warehouse / Distribution	0.37	\$1,574.24	\$582.47	\$23.30	\$605.77	\$0.60

Notes:

¹ See Figure 5.

² See Figure 8.

³ The maximum nonresidential fire impact fee is rounded down to the nearest cent.

PROJECTED FEE REVENUE AND TEN-YEAR CAPITAL IMPROVEMENT PLAN

PROJECTED FIRE IMPACT FEE REVENUE

Figure 11 projects fire impact fee revenue through development of approved residential development projects listed in figure 3. It is assumed that nonresidential development will occur proportionately generating 50,000 square feet of new nonresidential area. Total fire impact fee revenue (in 2018 dollars) is then calculated by multiplying the fire facilities demand standard by demand unit growth.

FIGURE 11 – PROJECTED FIRE IMPACT FEE REVENUE

Land Use Category	Current Demand EDUs (2018) ¹	Demand EDU Growth ²	Existing Facilities Standard ³	Projected Fire Impact Fee Revenue (2018\$) ⁴
Calc	a	b	c	d = b * c
Residential	5,524	715	\$1,574.24	\$1,126,000
Nonresidential	347	43	\$1,574.24	\$67,000
Total District	5,871	758	\$1,574.24	\$1,193,000

Source: Calaveras County Planning Department; SCI Consulting Group

Notes:

¹ See Figure 8.

² Based on new 715 single-family homes (715 EDUs) and approximately 50,000 sq. ft. of new nonresidential building area (43 EDUs). See Appendix C, Figure 16 for more information.

³ See Figure 7.

⁴ Rounded to the nearest thousand.

TEN-YEAR CAPITAL IMPROVEMENT PLAN

The District's Ten-Year Capital Improvement Plan ("CIP") is provided in Appendix D. The plan calls for the relocation of two fire stations totaling approximately \$9.8 million within seven to ten years and nearly \$3.4 million of replaced and new apparatus, vehicles, and equipment within the next five years. As shown in figure 11 above, fire impact fee revenue will generate approximately \$1.19 million of the \$13.19 million needed to accomplish the CIP.

The District will need to fund existing development share of these improvements, and any other improvements not currently identified, with other funding sources. Other potential sources of funds include, but are not limited to, a general obligation bond measure, state

and federal grants, the District's general fund, and existing or new special tax and assessment proceeds, if allowable.

However, the District will also need to replace apparatus and vehicles more quickly due to the increase service calls from the growth in the persons and structure area created by projected units. The District will be able to use fee proceeds to fund 11.4 percent, or approximately \$1.3 million of the estimated \$10.9 million in apparatus, vehicles, and equipment replacement costs.³ This amount represents costs attributable to the increased demand for existing apparatus and vehicles replacement to maintain the District's existing level of service.

It is important to note at the fire impact fee program is designed not to be dependent on a specific capital improvement plan and specific level of new development. Only enough fee revenue will be generated for the District to expand its existing level of service to serve the growing service population. Fee revenue may be used to fund up to 100 percent of the cost of the expansion of fire stations or new apparatus and vehicles added to the District's inventory, and up to 11.4 percent of apparatus and vehicle replacement costs.

Fee revenue may not be used to fund 1) the renovation of existing facilities and 2) operational, maintenance or repair costs.

³ Represents the percentage growth in EDUs.

NEXUS FINDINGS

This section frames the Nexus Study findings in terms of the legislated requirements to demonstrate the legal justification of the fire impact fee. The justification of the fire impact fee on new development must provide information as set forth in Government Code § 66000. These requirements are discussed below.

PURPOSE OF FEE

The purpose of the fire impact fee is to fund the cost of fire protection and emergency response facilities, apparatus, and equipment attributable to new residential and nonresidential development in the District. The fire impact fee will ensure that new development will not burden existing development with the cost of expanded facilities, apparatus and equipment required to accommodate growth as it occurs within the District.

USE OF FEE REVENUE

Fee revenue will be used to fund the cost of expanded facilities, apparatus, and equipment to serve new development, such as, but not limited to those identified in Appendix D, Figure 17. Provided below is a summary of the allowable and prohibited uses of fee revenue.

FIGURE 12 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE

<u><i>Allowable Uses</i></u>	<u><i>Prohibited Uses</i></u>
<ul style="list-style-type: none"> <i>New (added) or expanded land and facilities costs (100%)</i> <i>Apparatus, vehicles and equipment purchases that expand the system inventory (100%)</i> <i>Facility costs already incurred to provide growth-related capacity (100%)</i> <i>A portion of apparatus, vehicles, and equipment replacement costs attributable to new development (11.4%)</i> <i>A portion of a renovation project that expands service capacity</i> 	<ul style="list-style-type: none"> <i>Existing deficiencies, such as improvements to existing facilities that do not expand service capacity</i> <i>A portion of apparatus, vehicles, and equipment replacement costs attributable to existing development (88.2%)</i> <i>Operational, maintenance or repair costs</i>

BENEFIT RELATIONSHIP

The fee will be collected as development occurs. To maintain its existing level of fire protection and emergency response services, fee revenue will be used to replace and expand the District's facilities, apparatus, and equipment to meet the additional demand generated by the new residents and employees and new structural area created by new development projects.

Fee revenue will be deposited into a separate fire impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the County. The fee revenue will be restricted to the uses described in the "Use of Fee Revenue" finding. These actions ensure that a development project paying the fire impact fee will benefit from its use.

IMPACT RELATIONSHIP

New residential and nonresidential development projects in the District will grow the persons (residents and employees) and the structural area (residential area and nonresidential building area) in persons live or work. The growth in persons and structural area will create additional need for the District's fire protection and prevention, emergency response service and a corresponding need for new or expanded facilities, and replacement of apparatus, vehicles, and equipment. The fee will be imposed on different types of development projects for the additional service population generated and structural area created by new development projects.

PROPORTIONALITY

The cost of fire protection facilities, apparatus, and equipment attributable to a development project is based upon the level of existing development served by the District's existing fire protection facilities. The use of an existing facilities standard methodology to determine the fire impact fee achieves proportionality between existing development and new development. Moreover, these equivalent costs are applied to eight land use categories in proportion to the need they create for expanded facilities.

The use of a fire facilities demand factor to determine the fire impact fee schedule achieves proportionality across the types of development on which the fee is imposed. Larger development projects will generate a higher number of residents and structural area to protect and, as a result, will pay a higher fee than smaller development projects. Thus, the application fire impact fee schedule to a specific project ensures a reasonable relationship between the fee and the cost of the facilities, equipment, and apparatus attributable to that project.

FEE PROGRAM ADOPTION REQUIREMENTS

The following are the general requirements for approval of the Nexus Study and proposed fire impact fee program ("fee program") by the District Board of Directors and adoption by the County Board of Supervisors on behalf of the District. The specific statutory requirements for the adoption of the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.) and County Municipal Code 15.08. SCI recommends that the notice and hearing requirements be duplicated by the District and the County.

CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT

1. The District Board of Directors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the proposed fee program.
2. At least 14 days before the meeting, the District shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least 10 days before the meeting, the District shall make available to the public the Nexus Study for review.
4. At least 10 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt a resolution approving the Nexus Study and proposed fee program with a recommendation that the County Board of Supervisors adopts the proposed fee program on behalf of the District.

COUNTY OF CALAVERAS

1. The Board of Supervisors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 14 days before the meeting, the County shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least 10 days before the meeting, the County shall make available to the public the Nexus Study for review.

4. At least 10 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
5. After the public hearing, adopt an ordinance establishing the proposed fee program on behalf of the District.
6. The fee shall become effective 60 days after adoption of the ordinance or longer as specified by the ordinance.

FEE PROGRAM ADMINISTRATION REQUIREMENTS

This section contains general requirements for the administration of the fee program. The specific statutory requirements for the administration of the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

ACCOUNTING REQUIREMENTS

Proceeds from the new fire impact fee should be deposited into a separate fund or account so that there will be no commingling of fees with other revenue or unexpended balances of the existing fee program funds. Once the old existing fee program funds have been spent, the accounts should be closed.

The fire impact fees should be expended solely for the purpose for which they were collected. Any interest earned by such account should be deposited in that account and expended solely for the purpose for which originally collected.

REPORTING REQUIREMENTS

The following information, entitled "Annual Report," must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The County shall review the information made available to the public pursuant to paragraph (1) at the next regularly scheduled public meeting, not less than 15 days after this information is made available to the public, as required by this subdivision. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the County for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any fire impact fee proceeds, and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended fire impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make the following findings, entitled "Five-Year Report," with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

The County shall provide for the refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Section 66001 (e) of the Government Code, to the current record owner of any property for which a fee was paid; provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

FEE CREDITS

A fee credit must be given for demolished existing square footage as part of a new development project in order to comply with the Act and recent court cases. Additionally, subject to certain restrictions, if a developer dedicates land, constructs facilities, provide apparatus or equipment for the District, the fee imposed on that development project may be adjusted to reflect a credit for the cost of the dedicated land, facilities constructed, and apparatus and equipment provided.

Additionally, pursuant to County Municipal Code Section 15.08.110, a fee credit must be given for the following development projects:

- A development project that, through demolition or conversion, will eliminate existing development is entitled to a fee credit if the existing development is a lawful use under the county code, including a nonconforming use.
- A development project that will replace development that was partially or totally destroyed by fire, flood, earthquake, mudslide, or other casualty or act of God, is entitled to a fee credit if the development that was partially or totally destroyed was a lawful use under the county code, including a nonconforming use, at the time, thereof.
- Credit for such eliminated development or development that was partially or totally destroyed (as above specified) shall be calculated in accordance with the fee schedule set forth in the resolution to be adopted pursuant to this chapter.

FEE EXEMPTIONS

Pursuant to County Municipal Code Section 15.08.100, the following are exempted from payment of the fee:

- A structure owned by a governmental agency.
- A structure which is being reconstructed following damage or destruction by fire or another casualty, or the voluntary demolition thereof, provided that the number of structures or the size in such reconstructed structure is no greater than the number of structures or the size of the structure prior to such damage, destruction or demolition.
- A temporary mobile home as provided in Section 17.55.020(0). (Ord. No. 3068, § 3, 3-8-2016)

IMPROVEMENTS IN-LIEU OF FEES

Subject to certain restrictions, if a developer dedicates land, constructs facilities and / or provide apparatus/equipment for the District, the fire impact fees imposed on that development project may be adjusted to reflect a credit for the cost of the dedicated land, facilities constructed and / or apparatus/equipment provided.

ANNUAL INFLATIONARY ADJUSTMENT

Pursuant to County Municipal Code Section 15.08.070, the fire impact fee shall be adjusted automatically without any further action by the Board of Supervisors on the first day of each fiscal year by the net percentage change during the preceding calendar in the Engineering News-Record Construction Cost Index for San Francisco.

UPDATE OF NEXUS STUDY AND FIRE IMPACT FEE PROGRAM

Pursuant to County Municipal Code Section 15.08.070, the District must update the Nexus Study and the fire impact fee program every five years.

APPENDICES

Appendix A – Map of District's Boundaries

Appendix B – Fire System Inventory and Replacement Cost Estimates

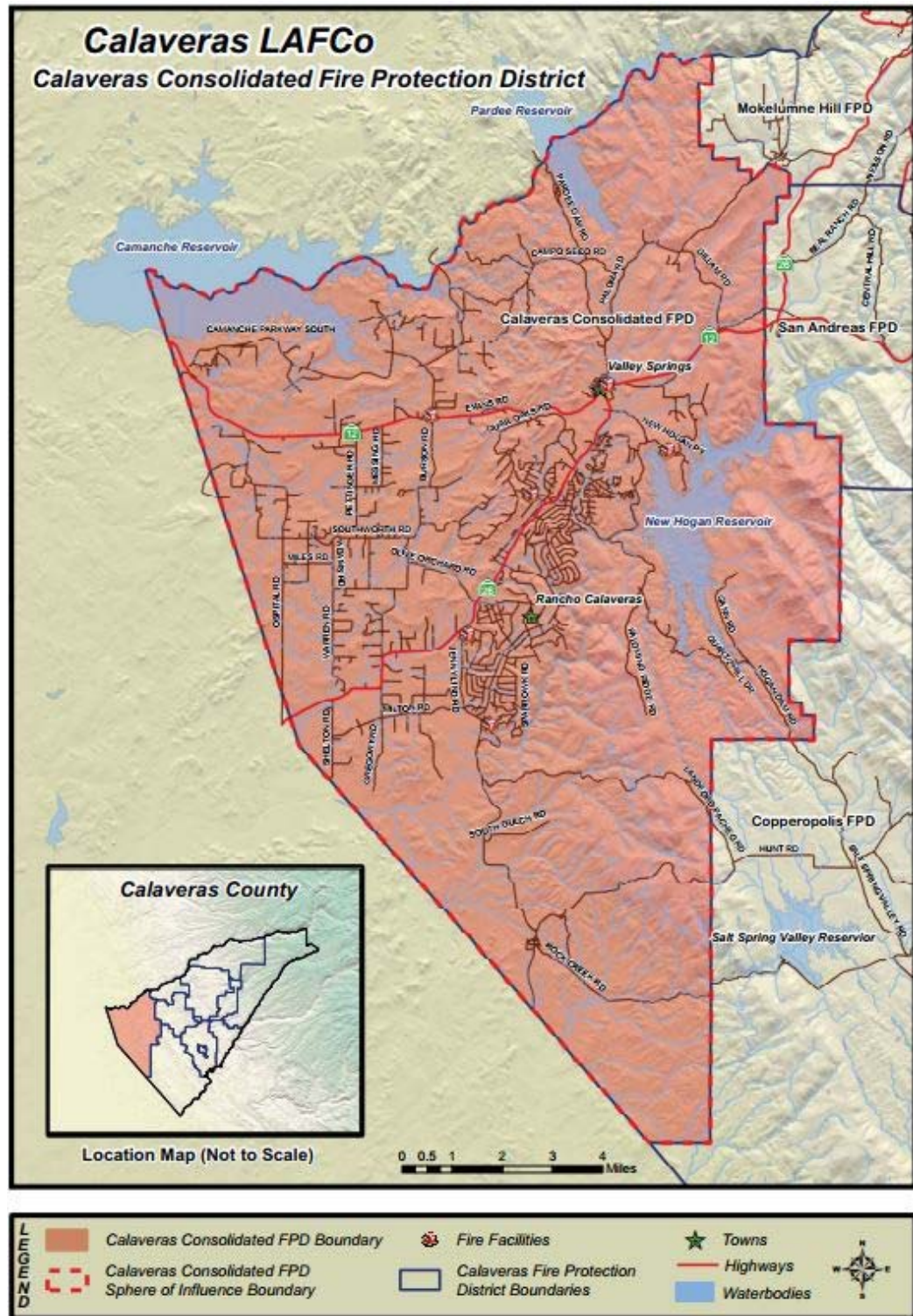
Appendix C – Determination of Existing and Future Nonresidential EDUs

Appendix D – Ten-Year Capital Improvement Plan

Appendix E – Calaveras County Code Chapter 15.08

APPENDIX A – MAP OF DISTRICT BOUNDARIES

FIGURE 13 – MAP OF DISTRICT BOUNDARIES



APPENDIX B – FIRE SYSTEM INVENTORY AND REPLACEMENT COST ESTIMATES

FIGURE 14 – EXISTING FIRE STATION INVENTORY

Fire Station	Amount	Unit Cost	Replacement Cost (2018\$)
Calc	a	b	c = a * b
Station 1, 3255 Helisma Rd, Burson			
Land	3.13 acres	\$25,000 per acre	\$78,250
Buldings	4,640 sq. ft.	\$392.00 per sq. ft.	\$1,818,880
Station 2, 129 E Hwy 12, Valley Springs			
Land	0.32 acres	\$25,000 per acre	\$8,000
Buldings	5,900 sq. ft.	\$392.00 per sq. ft.	\$2,312,800
Station 3, 6501 Jenny Lind Rd, Valley Springs			
Land	5.60 acres	\$25,000 per acre	\$140,000
Buldings	7,100 sq. ft.	\$392.00 per sq. ft.	\$2,783,200
Total Replacement Cost (Land and Buildings)			\$7,141,130

Source: Calaveras Consolidated Fire Protection District; SCI Consulting Group

FIGURE 15 – APPARATUS AND EQUIPMENT INVENTORY

Type / Make	Purchase Year	Apparatus / Vehicles ¹	Equipment	Replacement Value (2018\$)
International Burton (Type I)	1990	\$118,750	\$105,000	\$223,750
International HiTech Fire Engine (Type I)	1990	\$118,750	\$105,000	\$223,750
Pierce Saber Fire Truck (Type I)	1994	\$118,750	\$105,000	\$223,750
Pierce Enforcer (Type I WUI)	2016	\$475,000	\$105,000	\$580,000
International HiTech Fire Engine (Type III)	2006	\$175,000	\$50,000	\$225,000
International Westmark (Type III)	2001	\$87,500	\$50,000	\$137,500
Kenworth Tender	2003	\$150,000	\$25,000	\$175,000
Kenworth Tender	1996	\$150,000	\$25,000	\$175,000
Chevy Pickup	2013	\$35,000	\$10,000	\$45,000
Dodge Ram	1999	\$8,750	\$10,000	\$18,750
Dodge Ram	2004	\$17,500	\$10,000	\$27,500
Ford F150	1998	\$8,750	\$10,000	\$18,750
Ford F250	2006	\$17,500	\$10,000	\$27,500
Total Apparatus and Equipment		\$1,481,250	\$620,000	\$2,101,250

Source: Calaveras County Consolidated Fire Protection District

Notes:

¹ Replacement value based on estimated current replacement value. Adjustments have been made to discount apparatus and vehicles based on age (0 - 5 years at 100%, 6-10 years at 75%; 11 - 15 years at 50% and 16 years or more at 25%.)

APPENDIX C – DETERMINATION OF EXISTING AND FUTURE NONRESIDENTIAL EDUS

FIGURE 16 – DETERMINATION OF EXISTING AND FUTURE NONRESIDENTIAL EDUS

	Calc	Existing	Growth
Housing Units ¹	a	5,770	715
Jobs-to-Housing Ratio ²	b	0.20	0.20
Estimate of Employees	c = a * b	1,154	143
Average Building Area per Employee ³	d = 1000 / 2.89	346	346
Estimate of Nonresidential Building Area Units	e = c * d	399,308	49,481
Estimate of Nonresidential Building Area Units	f = d / 1000 (rounded)	399	49
Nonresidential Existing Facilities EDU Demand Factor ³	g	0.87	0.87
Nonresidential EDUs	h = f * g	347	43

Notes:

¹ See Figure 6 and Figure 3.

² Provided by the County Planning Department.

³ See Figure 5.

APPENDIX D – TEN-YEAR CAPITAL IMPROVEMENT PLAN

FIGURE 17 – TEN-YEAR CAPITAL IMPROVEMENT PLAN

Type	Location	Size	Timing of Availability	Facilities	Apparatus	Equipment	Total Estimated Cost (2018\$)
Facilities							
Fire Station Relocation	Wallace	10,000 sq. ft.	2027	\$3,920,000			\$3,920,000
Fire Station Relocation	Valley Springs	15,000 sq. ft.	2024	\$5,880,000			\$5,880,000
Apparatus, Vehicles and Ancillary Equipment							
New Type I Urban Interface	Systemwide	Type 1	2021		\$475,000	\$105,000	\$580,000
New Ariel Ladder Truck	Systemwide	Ladder	2022		\$1,000,000	\$125,000	\$1,125,000
Type III Replacement	Systemwide	Type III	2019		\$350,000	\$50,000	\$400,000
Type III Replacement	Systemwide	Type III	2019		\$350,000	\$50,000	\$400,000
Water Tender Replacement	Systemwide	Tender	2021		\$300,000	\$25,000	\$325,000
Water Tender Replacement	Systemwide	Tender	2022		\$300,000	\$25,000	\$325,000
Command Vehicle Replacement	Systemwide	3/4 Ton	2018		\$50,000	\$15,000	\$65,000
Command Vehicle Replacement	Systemwide	3/4 Ton	2018		\$50,000	\$15,000	\$65,000
New Communication Tower	Systemwide		2018		\$100,000	-	\$100,000
Total Improvements				\$9,800,000	\$2,975,000	\$410,000	\$13,185,000

Source: Calaveras Consolidated Fire Protection District; SCI Consulting Group

APPENDIX E – CALAVERAS COUNTY CODE CHAPTER 15.08

Chapter 15.08 - CALAVERAS FIRE MITIGATION FEE ORDINANCE

Sections:

15.08.010 - Title.

This chapter shall be known and may be cited as the "Calaveras Fire Mitigation Fee Ordinance."

(Ord. No. 3068, § 3, 3-8-2016)

15.08.020 - Definitions.

For the purposes of carrying out the intent of this chapter, words, phrases and terms used in this title shall be deemed to have the meaning ascribed to them in this chapter. When not inconsistent with the text, singular number includes the plural; words in the plural include the singular. The words "shall", "is" or "will" denote mandatory; the word "may" denotes permissive.

"Agricultural structure" means a structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products, including other agricultural structures located on agriculturally zoned land. This structure shall not be a place of human habitation.

"Board of supervisors" means the board of supervisors of the county.

"Capital improvement plan" or "CIP" means the plan for fire facility capital improvements as identified in the county's five-year CIP or their successor, as adopted or updated annually by the board of supervisors which indicates the approximate location, size, time of availability and estimated cost of capital improvements to be financed with impact mitigation fees and appropriate money for capital improvement projects.

"County" means the county of Calaveras, a political subdivision of the state of California.

"Development" or "development project" means any project undertaken for the purpose of development in the fire protection district and shall include all projects involving the issuance of a permit for construction or reconstruction, remodeling, or any work requiring any permit under the county code or ordinances of the county, as the same presently exist

or may be amended from time to time hereafter. The term "development" or "development project" shall also include manufactured housing or structures, and structures moved into the fire protection district.

"District" means any independent fire protection district organized under the 1987 Fire District Protection Law (Health and Safety Code Sections 13800 et seq. or its predecessor law) within Calaveras County that seeks to benefit from the provisions herein.

"Fire impact fee" or "fee" means a monetary exaction, other than a tax or special assessment that is charged by the county in connection with approval of a development project for the purpose of defraying all, or a portion of, the cost of fire facilities, apparatus and equipment related to the development project or subdivision on behalf of the fire protection district but does not include fees collected under development agreements adopted pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4 <<https://www.municode.com/library/>>, Division 1, Title 7 of the California Government Code.

"Apparatus" means and includes but is not limited to fire engines, brush engines, utility vehicles, staff vehicles, water tenders, bulldozers, rescue vehicles, and paramedic ambulances.

"Equipment" means and includes but is not limited to ladders, fittings, hoses, radios, cellular telephones, tools, safety clothing, breathing apparatus, hazardous materials equipment and medical and rescue equipment with a useful life of five years or more.

"Fire facilities" means public improvements, including buildings and structures, including but not limited to the building of fire stations, administrative buildings and training buildings, permit approvals, land purchase and utility connection fees, etc. and related planning, engineering, and construction costs.

"Industrial" means manufacturing buildings, including but not limited to, food processing, manufacturing, metal processing, pulp and paper firms, voltage optimization, water and wastewater systems, transport processing or other activity involving farm products off-farm. In particular, it includes fixed pieces of equipment, buildings or complexes used to produce goods in connection with, or as part of, any process or system.

"Multi-family dwelling" means a group of attached dwelling units (three or more) within one structure.

"Mixed use" means any urban, suburban, village development, or single building that blends a combination of residential, retail, commercial, cultural, institutional, industrial or agricultural uses.

"Mobile home" means a factory assembled structure, transportable in one or more sections, that is constructed according to the Mobile Home Construction and Safety Standards, Part 280 of the Code of Federal Regulations, Title 24, with or without a permanent foundation and not including recreational vehicles.

"Mobile home park" means any area tract of land where two or more mobile home spaces are rented, leased, or offered for rent or lease to accommodate mobile homes used for human habitation. The rental paid for any such mobile home shall be deemed to include rental for the lot it occupies.

"Office" means establishments providing direct services to customers, business/service, executive headquarters, information processing and computer-dependent and/or telecommunications-based activities, professional, medical, and administrative services.

"Retail/commercial" is defined as non-manufacturing business establishments, including, but not limited to, hotels, restaurants, wholesale businesses, retail stores, and health, social and educational institutions.

"Single family dwelling" means a building designed for and/or occupied exclusively by one family. Also includes factory-built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundations.

"Warehouse/distribution" means buildings devoted to the storage and/or distribution of non-agricultural products. A distribution center for a set of products is a warehouse or other specialized building, which is stocked with products (goods) to be redistributed to retailers, to wholesalers, or directly to consumers.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.030 - Purpose.

This chapter is enacted pursuant to State Mitigation Fee Act, as set forth in Chapter 5, Division 1, Title 7 of the California Government Code (commencing with Section 66000) to provide the authority for and process by which development fees may be imposed for fire

prevention, suppression and emergency response within the unincorporated territory of the county covered by district's legal geographic area of responsibility. Such fees may be imposed by the county for the district whose proposed improvements can be financed based upon a reasonable relationship between new development and the fee to be charged. It is intended that new development shall pay its fair share to maintain the pre-existing level of service, thereby mitigating the impact of development on a District's ability to provide such service.

Specifically:

The Legislature passed the Mitigation Fee Act "in response to concerns among developers that local agencies were imposing development fees for purposes unrelated to development projects." (*Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854, 864) The Act creates uniform procedures for local agencies to follow in establishing, imposing, collecting, accounting for, and using development fees. (*Centex Real Estate Corp. v. City of Vallejo* (1993) 19 Cal.App.4th 1358, 1361-1362) In passing the Act, the Legislature found and declared that "untimely or improper allocation of development fees hinders economic growth and is, therefore, a matter of statewide interest and concern." (Section 66006, subd. (e).)

The Act defines a development fee as "a monetary exaction other than a tax or special assessment... that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project..." (Section 66000, subd. (b).) "A fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan." (Section 66001, subd. (g).) "Public facilities' includes public improvements, public services, and community amenities." (Section 66000, subd. (d).)

To establish a development fee a local agency must identify "the purpose of the fee" and "the use to which the fee is to be put." (Section 66001, subd. (a).) The agency also must determine that both "the fee's use" and "the need for the public facility" are reasonably related to "the type of development project on which the fee is imposed." (*Home Builders Assn. of Tulare/Kings Counties, Inc. v. City of Lemoore* (2010) 185 Cal.App.4th 554, 561) "The Act thus codifies, as the statutory standard applicable by definition to nonpossessory monetary exactions, the 'reasonable relationship' standard employed in California and elsewhere to measure the validity of required dedications of land (or fees in lieu of such

dedications) that are challenged under the Fifth and Fourteenth Amendments." (Ehrlich, supra, 12 Cal.4th at p. 865.)

To impose an established development fee as a condition of approval for a specific development project, a local agency must "determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed." (Section 66001, subd. (b).) The agency also must "identify the public improvement that the fee will be used to finance." (Section 66006, subd. (f).)

Each development fee a local agency collects must be deposited "in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency." (Sections 66006, subd. (a); 66001, subd. (c).) A local agency must expend all development fees it collects "solely and exclusively for the purpose or purposes" the agency identified when it imposed the fee on a development project (Section 66008; see Section 66006, subd. (a)), and the public facilities built or established with the fee must serve the developments on which the fee was imposed (Home Builders, supra, 185 Cal.App.4th at p. 566). A development fee may not be "levied, collected, or imposed for general revenue purposes." (Section 66008; see Section 66006, subd. (a).)

At the end of each fiscal year, a local agency must separately account for each development fee it collected by providing the public certain information, including a brief description of the fee and its amount, the beginning and ending balance of the account in which the fee was deposited, the amount of fees collected and interest earned, an identification of each public improvement on which the fee was expended, and an approximate date when construction will begin on any incomplete public improvement identified when the fee was imposed if the agency determines it has collected sufficient funds to finance the identified improvement. (Section 66006, subd. (b)(1).) If the agency does not provide an approximate start date for construction within one hundred eighty days of determining it has collected sufficient funds, the agency must refund the unexpended portion of the fee and all accrued interest to the current owners of the properties on which the fee was imposed. (Section 66001, subd. (e).)

When a local agency has not used all of a development fee within five years of the date it started to collect the fee, the agency must make findings that (1) identify the agency's purpose in holding the unexpended balance; (2) demonstrate a reasonable relationship between the unexpended balance and the purpose identified when the agency assessed the fee; (3) identify the sources and funding anticipated to complete any incomplete public

improvement identified when the fee was established; and (4) designate the approximate date the agency expects that funding to be deposited in the account holding the unexpended balance. (Section 66001, subd. (d)(1).) These findings therefore require the local agency to affirmatively demonstrate that it still needs the unexpended fee to achieve the purpose for which it was originally imposed, and that the agency has a plan on how to use the unexpended balance to achieve that purpose. These findings are due at the end of each five-year period if the agency continues to hold an unexpended portion of a development fee. (Ibid.) The Act requires the agency to refund the unexpended fees to the current owners of the affected properties if it fails to make the five-year findings. (Section 66001, subd. (d)(2).)

The five-year findings requirement establishes "a mechanism... to guard against unjustified fee retention" by a local agency (Home Builders, *supra*, 185 Cal.App.4th at p. 565) and it ensures the agency "refund[s] any portion of [a development] fee not expended within five years unless the local agency can demonstrate a reasonable relationship between the unexpended fee and its purpose" (Centex, *supra*, 19 Cal.App.4th at p. 1361).

In short, for all unexpended development fees, the agency must make findings every fifth year that identify how the fee will be used, demonstrate a reasonable relationship between the fee and the purpose for which it is charged, identify all sources and amounts of funding anticipated to complete financing for incomplete improvements that were identified when the fee was established, and designate the approximate dates for that funding to be deposited into a dedicated account. (Section 66001, subd. (d)(1).) The public agency must make these findings "in connection with" the annual report the Act requires the agency to provide. (Section 66001, subd. (d)(2).) If these findings are not made, "the local agency shall refund the moneys in the account or fund" to the then current owners of the affected properties on a prorated basis plus accrued interest. (Section 66001, subds. (d)(2) and (e); see Home Builders, *supra*, 185 Cal.App.4th at pp. 565—566.)

(Ord. No. 3068, § 3, 3-8-2016)

15.08.040 - Establishment and imposition of fees and providing for their adoption by resolution by district and the board of supervisors.

A fire protection district impact fee may not be established unless requested by a district seeking establishment of a fee under this chapter via district resolution which identifies new, specific, and an identifiable development project or projects upon which a fee is to be imposed, and describes either (1) the required connection between development projects

and improvements sought; or (2) the direct relationship between the impact created by a project and the project-specific fee sought to be imposed on an ad hoc basis.

The fee shall not include the costs attributable to existing deficiencies in public facilities, but includes the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service; or (2) achieve an adopted level of service that is consistent with the general plan.

The board of supervisors shall establish the amount of such fee via board resolution at a publicly noticed meeting after completion of an adequate nexus study, commissioned by a district seeking establishment of the fee. The nexus study shall establish a reasonable development fee for the district and demonstrate by competent analysis the reasonable relationship between such fee and the impacts of such development, satisfying the statutory requirements for fees for development projects contained in Chapter 5, Division 1, Title 7 of the Government Code Section 66000 et seq. These fees may from time to time be amended as circumstances warrant by the adoption of a superseding resolution by the board of supervisors. Any action to adopt a resolution levying or increasing such fee shall follow the procedures set forth in Government Code Section 66016 et seq., and any subsequent amendments, including, without limitation, notice, public hearing and effective date provisions.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.050 - Segregation of funds.

- A. A fee collected pursuant to this chapter, together with any interest, shall be maintained and accounted for in a separate capital facilities account or fund in a manner to avoid any commingling of such moneys with other revenues or funds and expended in a timely fashion only for approved purposes.
- B. County shall withhold two percent of the total fee collected to cover administrative costs at current weighted hourly salary associated with the implementation of this chapter. If the county administrative costs exceed two percent, the county shall charge the district each fiscal year for any deficiency the previous fiscal year.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.060 - Payment of fee.

- A. Fees established pursuant to this chapter shall be paid for the property on which a development project is proposed at the time of the issuance of any required building permit.

- B. Fees shall be payable in those specific amounts designated by the board of supervisors.
- C. Chargeable residential square footage shall include new habitable living space within the perimeter of a structure, not including any carport, walkway, garages, overhangs, patios, enclosed patios, detached accessory structure or detached storage space. Chargeable nonresidential square footage shall include new covered and enclosed space within the perimeter of a nonresidential structure, not including any storage areas incidental to the principal use of the construction, garage, parking structure, unenclosed walkway, or utility or disposal area. Chargeable square footage shall be determined and calculated in accordance with the standard practice of the county.
- D. Fee calculations for mixed use development shall be calculated based on the amount of gross square footage for each separate land use category.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.070 - Automatic inflationary adjustment of fees.

Fees established pursuant to this chapter shall be adjusted automatically without any further action by the board of supervisors on the first day of each fiscal year, beginning on July 1, 2017, by the net percentage change during the preceding calendar year in the Engineering News Record Construction Cost Index for San Francisco (based on 1913 U.S. average equals one hundred) as published in the Engineering News-Record.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.080 - Periodic recalculation of the fee.

During the fifth year following the county's adoption of a resolution initially establishing the amount of the fee in the manner provided by this chapter on behalf of district, and every fifth year thereafter, the fees authorized by this chapter are to be recalculated by the county in the manner required by the chapter. The county shall cause such recalculated fees to be incorporated into a proposed resolution amending such fees, and shall present the proposed resolution to the board of supervisors for consideration and adoption.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.090 - Refund of fees paid.

- A. If construction of a development project has not commenced before the expiration of the building permit that would have enabled the applicant to proceed with construction, then a fee payer shall be entitled to a refund, without interest, of the

fees paid as a condition for the issuance of such permit. The fee payer must submit an application for such a refund within thirty calendar days of the expiration of the permit. Failure to timely submit the required application for refund shall constitute a waiver of any right to the refund.

- B. In the event any fee collected pursuant to this chapter remains unexpended in the fund established pursuant to this chapter, the board of supervisors, in cooperation with the district, shall make the following findings for the fifth fiscal year following the first deposit into such account, and every five years thereafter, with respect to that portion of the fee remaining unexpended, whether committed or uncommitted: (1) identify the purpose to which the fee is to be put; (2) demonstrate a reasonable relationship between the fee and the purpose for which it was charged; (3) identify all sources and amounts of funding anticipated to complete financing of public facilities; and (4) designate the approximate dates on which such funding is expected to be deposited into the fund.
- C. The unexpended portion of the fees, and any interest accrued thereon, for which need cannot be demonstrated pursuant to this section, shall be refunded to the then current record owner or owners of lots or units of the development project or projects on a prorated basis.
- D. The provisions of California Government Code Section 66001(d), (e) and (f), as the same may be amended from time to time, shall apply fully to any refund of fees, and the provisions of this chapter <<https://www.municode.com/library/>> shall be subordinate to the section and shall be applied in a manner consistent therewith.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.100 - Exemptions.

The following shall be exempted from payment of the fee:

- A. A structure owned by a governmental agency.
- B. A structure which is being reconstructed following damage or destruction by fire or other casualty, or the voluntary demolition thereof, provided that the number of structures or the size in such reconstructed structure is no greater than the number of structures or the size of the structure prior to such damage, destruction or demolition.
- C. A temporary mobile home as provided in Section 17.55.020(D).

(Ord. No. 3068, § 3, 3-8-2016)

15.08.110 - Credits for certain development projects.

- A. A development project that, through demolition or conversion, will eliminate existing development is entitled to a fee credit if the existing development is a lawful use under the county code, including a nonconforming use.
- B. A development project that will replace development that was partially or totally destroyed by fire, flood, earthquake, mudslide, or other casualty or act of God, is entitled to a fee credit if the development that was partially or totally destroyed was a lawful use under the county code, including a nonconforming use, at the time, thereof.
- C. Credit for such eliminated development or development that was partially or totally destroyed (as above specified) shall be calculated in accordance with the fee schedule set forth in the resolution to be adopted pursuant to this chapter.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.120 - Annual review.

For fees established pursuant to this chapter, the county shall, within one hundred eighty days after the last day of each fiscal year, make available to the public the information required by California Government Code Section 66006(b).

(Ord. No. 3068, § 3, 3-8-2016)

15.08.130 - County reimbursement and indemnification by district.

Calaveras County is responsible for issuance of all RFPs to secure engineering consultants or vendors to prepare any nexus study required by this chapter. The district seeking establishment of a fee under this chapter shall pay for all engineering and consultant fees required to complete the relevant nexus study. The relevant nexus study shall be approved by specialized counsel of the County's choosing, who shall review the nexus study for legal defensibility only, not certainty to withstand legal scrutiny. The district seeking establishment of a fee under this chapter also shall pay for all specialized counsel legal fees, whether or not the nexus study is opined legally defensible. The county shall not proceed with any nexus study and specialized counsel review unless the district adopts a resolution accepting all terms of this chapter.

To the fullest extent permitted by law, any district seeking establishment of a fee under this chapter agrees to defend, indemnify, and hold harmless the county, its officers and employees, agents and assigns for all claims, demands or liability (including reasonable attorney's fees) arising out of or in connection with implementation of this chapter, including legal defense costs resulting from a third party suit, except to the proportionate

extent of all such losses caused by any negligent act or failure to act by the county. Legal defense counsel shall be chosen by the county exclusively, after consultation with a relevant district. In the event legal defense counsel is required, district agrees to sign a joint defense agreement if deemed legally necessary by retained counsel.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.140 - California state law.

The provisions of this chapter and any resolution adopted pursuant hereto shall at all times be subject and subordinate to the provisions of Chapter 5 (commencing with Section 66000), Division 1, of Title 7 of the California Government Code, as the same presently exist or may hereafter be amended from time to time, to the extent the same are applicable. In the event of any applicable conflict between the provisions of this chapter and the state law, the latter shall control.

(Ord. No. 3068, § 3, 3-8-2016)

15.08.150 - Superseding provisions.

The provisions of this chapter and any resolution adopted pursuant hereto shall supersede any previous ordinance or resolution to the extent the same is in conflict herewith.

(Ord. No. 3068, § 3, 3-8-2016)

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RESOLUTION NO. 20190529
OF THE BOARD OF DIRECTORS
OF THE CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
MAY 29, 2019

**RESOLUTION APPROVING THE CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT FIRE DEPARTMENT FIRE IMPACT FEE
NEXUS STUDY AND REQUESTING THE COUNTY OF CALAVERAS
BOARD OF SUPERVISORS ADOPT AND IMPLEMENT THE
PROPOSED FIRE IMPACT FEE PROGRAM ON BEHALF OF THE
DISTRICT**

WHEREAS, the Calaveras Consolidated Fire Protection District (“District”) Board of Directors (“Board”) provides fire protection, fire suppression and emergency response services to the residents and businesses within their service area; and

WHEREAS, AB 1600 was adopted and codified in California Government Code Section 66000 allowing the establishing, increasing or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified and reasonable relationship to the development project was demonstrated; and

WHEREAS, the Board of Supervisors (“County Board”) of the County of Calaveras (“County”), by Ordinance Number 3068, establishing Chapter 15, Section 08 of the County Code authorizes the imposition of fire mitigation fees (“Fire Impact Fees”) on behalf of fire agencies on new development with the unincorporated area of the County; and

WHEREAS, the District Board on August 28, 2017, by Resolution No. 20170828 accepted the terms of County Code Chapter 15.08 for the establishment of a new fire impact fee program for the District; and

WHEREAS, on December 5, 2017, by Resolution No. 20171205r237 ID# 3356, the County waived the requirement described in County Code Section 15.08.130 that a request for proposal be issued by the County to secure engineering consultants or vendors to prepare a Nexus Study and to designate SCI Consulting Group as the Districts impact fee consultant to prepare the Nexus Study and new fire impact fee program; and

WHEREAS, the Board of Directors has received and considered the Fire Impact Fee Nexus Study prepared by SCI Consulting Group dated February 2019 Final Report v1.1 (“Nexus Study”) that describes the nexus and degree of impact of new development on the District’s fire protection facilities, apparatus and equipment.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Calaveras Consolidated Fire Protection District that:

- 1) The Board of Directors hereby receives and approves the Nexus Study dated February 2019 Final Report v1.1 by SCI Consulting Group.
- 2) Prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled May 29, 2019 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code sections 66004, 66018, and 6062, subdivision (a). Additionally, at least 10 days prior to the meeting the District made available to the public data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to the Resolution. By way of such public meeting, the Board received the Nexus Study attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.
- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the Board hereby makes the following findings;
 - a) The fire impact fees proposed in the Nexus Study and implemented pursuant to this Resolution are for the purpose of funding the cost of fire facilities, equipment and apparatus attributable to new residential and nonresidential development in the District; and
 - b) The fire impact fees proposed in the Nexus Study and implemented pursuant to this Resolution will be used to fund the cost of fire facilities, apparatus and equipment for the District, the cost of the preparation of the Nexus Study and any administrative costs associated with the fire impact fee program; and
 - c) The uses of the fire impact fees proposed in the Nexus Study and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that the District's fire protection and emergency response services generate the corresponding need for fire facilities, apparatus and equipment. Existing and new development in the District cause emergency calls to the District. This creates the need for fire facilities and apparatus to provide emergency services to the residences and businesses within the District's service area; and
 - d) The fire impact fees proposed in the Nexus Study and implemented pursuant to this Resolution bear a reasonable relationship to the need for fire facilities, apparatus and equipment and the demand for fire protection and emergency response services, as well as a need for additional fire protection facilities, equipment and apparatus, and new residential and non-residential development upon which the fee is imposed. New development in the District will increase the number of emergency calls to the fire department. This additional development creates the need for additional fire facilities, equipment and fire apparatus to provide emergency services to the developing land uses within the District; and

- e) The Nexus Study determined that there is a reasonable relationship between the amount of the fire impact fee and the cost of the fire protection facilities, apparatus and equipment attributable to the development on which the fee is imposed in that the fee represents an equivalent cost of providing the existing level of fire protection and emergency response services within the District. Additionally, these costs are allocated to residential and nonresidential land uses (on a per square footage basis) in proportion to the demand that they create.
- 4) The Board does hereby approve the following fire impact fees:

Land Use	Proposed Fire Impact Fee
Residential Development	Per Living Area Sq. Ft.
Single Family Housing	\$0.90
Multi-Family Housing	\$1.06
Mobile Home	\$0.68
Nonresidential Development	Per Building Sq. Ft.
Retail / Commerical	\$1.22
Office	\$1.70
Industrial	\$1.12
Agriculture	\$0.16
Warehouse / Distribution	\$0.60

- 5) Pursuant to County Code § 15.08.070, the fire impact fee will be adjusted automatically without any further action by the District Board or the County Board of Supervisors on the first day of each fiscal year, beginning on July 1, 2017, by the net percentage change during the preceding calendar year in the Engineering News Record Construction Cost Index for San Francisco (based on 1913 U.S. average equals one hundred) as published in the Engineering News-Record.
- 6) The Board finds pursuant to the California Environmental Quality Act (“CEQA”), this action is not a “project” because the Resolution provides a mechanism for funding new fire facilities, apparatus and equipment but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 7) If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

- 8) This Resolution rescinds Resolution 06222015.2 approved, passed and adopted by the District Board on June 22, 2015.

BE IT FURTHER RESOLVED that by the Board of Directors of the Calaveras Consolidated Fire Protection District formally requests that the Calaveras County Board of Supervisors adopt and implement this approved Fire Impact Fee Program on behalf of the District.

APPROVED, PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Calaveras Consolidated Fire Protection District this 29th day of May 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
6501 Jenny Lind Road, Valley Springs, CA 95252
Telephone: (209) 786-2227
www.calcofire.org

Regular Draft Minutes
Monday April 22, 2019 7pm

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
- 3. ROLL CALL:** Board Members Present: Kim Olson, Keith Hafley, Sam Harris, Ken Glissman, Pat Brown, Marcus Omlin, Chris Damin and George Juelch
Board Members Absent: Chris Allen
Staff Present: Fire Chief Rich Dickinson and Rose Beristianos
- 4. PUBLIC COMMENT:** None
- 5. CONSENT CALENDAR:** Motion by Keith Hafley to approve the consent calendar 2nd by Pat Brown. Votes 7 Yes 1 abstain 1 absent
 - A. Approval of Draft Minutes: March 25, 2019 Board Meeting
 - B. Approval of Draft Minutes: April 9, 2019 Special Board Meeting
 - C. Approval of Draft Minutes: April 12, 2019 Special Board Meeting
 - D. Approval of Transmittals dated April 22, 2019
 - Regular Bills OH155058 \$ 6,061.84
 - April Cal Card OH155058 \$5,378.28 plus tax if needed
- 6. FINANCE BUSINESS**
 - A. Supplemental Transmittals - None
- 7. FIRE CHIEF'S REPORT** – Chief gave his report.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 12132 and the Ralph M. Brown Act (California Government Code § 54954.2)). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the office reflected above, during regular business hours, at least forty-eight hours prior to the time of the meeting.

8. COMMITTEE REPORTS

- A. Finance Committee - None
- B. Personnel Committee - None

9. CORRESPONDENCE: None

10. UNFINISHED BUSINESS: Since this Old Business has been discussed in prior meetings, the Chairman reserves the right to limit each speaker to three (3) minutes per person per topic. Ralph M. Brown Act Gov. (Code, § 54954.3(b).

- A. Discussion/Action – None

11. NEW BUSINESS:

- A. Discussion/Action – MOU Between Calaveras Professional Firefighters Union IAFF Local 5149 and the Calaveras Consolidated Fire Protection District. Item pulled will bring back at the May meeting.
- B. Discussion/Action – PNC Resolution 0422019A – Motion by to approve the resolution with a five-year term by Sam Harris 2nd by Keith Hafley Votes 7 yes 1 abstain 1 absent.

12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS – Round table discussion

13. ADJOURNMENT: Motion by Kim Olson 2nd by Ken Glissman to adjourn at 8:09 Votes 8 yes 1 absent.

Next meeting scheduled for May 29th to be discussed.

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 5/29/2019

MAIL ALL CHECKS

22030010

Contact: ROSE BERISTIANOS

PO BOX 579

Cell Phone: 482-3754

VALLY SPRINGS CA 95252

Please initial any strikeouts/changes

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				OH155567		
				REGULAR BILLS		

\$ 21,837.24 Grand Total

District agrees to retain original invoices for five years. Merchandise itemized above has been received or the services claimed have been performed and the expenditures are authorized and approved by

CHRIS DAMIN
KIM OLSON
KEN GLISSMAN
KEITH HAFLEY
SAM HARRIS
PAT BROWN
GEORGE JUELCH
MARCUS OMLIN
CHRISTOPHER ALLEN

I hereby approved the above claim(s) and
certify to the correctness of the computations.

Rebecca Callen, Auditor-Controller

By: _____
Deputy

CHIEF RICH DICKINSON

AP Entry Batch Proof

Batch ID: **OH155567**

Enter Date: 05/22/2019 Batch Status: BE User Total: 21,837.24

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: _____

Date: _____

Audited: _____

Distributed: _____

Paid: _____

User: BERISTIANOS,ROSE Batch Created By: BERISROS

Date: 05/23/2019

Report: Batch Proof (Auditor)

Time: 21:40:33

Inv Amt	8,821.93	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>04/23/2019</u>	Invoice #: S127535	CUST ID# 6024	Secondary Ref:	PO#:	
Vendor:	0005055	LEHR AUTO ELECTRIC INC	4707 NORTHGATE BLVD	SACRAMENTO	CA	95834
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	1,260.54	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>04/24/2019</u>	Invoice #: 41274	ACCT# 90197	Secondary Ref:	PO#:	
Vendor:	0038243	HUNT AND SONS INC	PO BOX 277670	SACRAMENTO	CA	95827
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	478.80	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>04/29/2019</u>	Invoice #: 42843	ACCT# 90197	Secondary Ref:	PO#:	
Vendor:	0038243	HUNT AND SONS INC	PO BOX 277670	SACRAMENTO	CA	95827
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	796.86	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>05/01/2019</u>	Invoice #: 43926	ACCT# 43926	Secondary Ref:	PO#:	
Vendor:	0038243	HUNT AND SONS INC	PO BOX 277670	SACRAMENTO	CA	95827
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	827.80	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>05/10/2019</u>	Invoice #: 51247	ACCT# 90197	Secondary Ref:	PO#:	
Vendor:	0038243	HUNT AND SONS INC	PO BOX 277670	SACRAMENTO	CA	95827
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
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AP Entry Batch Proof

Batch ID: **OH155567**

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Vendor:	0041553	GEISZLER CPA, ANTIONET	1743 GRAND CANAL BLVD STE 10	STOCKTON	CA	95207
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
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Vendor:	0041402	BERISTIANOS, ROSEMARIE	3573 BERKESEY LANE	VALLEY SPRINGS	CA	95252
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
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Vendor:	0030606	INTERSTATE ALL BATTERY	4301 121ST ST	URBANDALE	IA	50323
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
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AP Entry Batch Proof

Batch ID: **OH155567**

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<i>Vendor:</i>	W000798	COLUMBIA	22480 PARROTTS FERRY ROAD	COLUMBIA	CA	95310	
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<i>Vendor:</i>	0038243	HUNT AND SONS INC	PO BOX 277670	SACRAMENTO	CA	95827	
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<i>Vendor:</i>	W002160	BRANNON TIRE	PO BOX 1988	STOCKTON	CA	95201	
Division Code:	SPD2	Check Stock:	AP	Tax Code:		REFUND	FY RETURN
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System Messages:						Total	21,837.24

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 5/29/2019

MAIL ALL CHECKS

22030010

Contact: ROSE BERISTIANOS

PO BOX 579

Cell Phone: 482-3754

VALLY SPRINGS CA 95252

Please initial any strikeovers/changes

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				BATCH OH155568		
				CAL CARD		
\$ 7,956.09 PLUS TAX IF NEEDED						

District agrees to retain original invoices for five years. Merchandise itemized above has been received or the services claimed have been performed and the expenditures are authorized and approved by

CHRIS DAMIN
KIM OLSON
KEN GLISSMAN
KEITH HAFLEY
SAM HARRIS
PAT BROWN
GEORGE JUELCH
MARCUS OMLIN
CHRISTOPHER ALLEN

I hereby approved the above claim(s) and
certify to the correctness of the computations.

Rebecca Callen, Auditor-Controller

By: _____
Deputy

CHIEF RICH DICKINSON

AP Entry Batch Proof

Batch ID: OH155568

Enter Date: 05/22/2019 Batch Status: BE User Total: 7,956.09

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: _____

Date: _____

Audited: _____

Distributed: _____

Paid: _____

User: BERISTIANOS,ROSE Batch Created By: BERISROS

Date: 05/23/2019

Report: Batch Proof (Auditor)

Time: 21:41:18

Inv Amt	7,959.09	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	05/15/2019	Invoice #:	2203051519	CALCO	5566 1531	Secondary Ref:	PO#:	
Vendor:	0037446	US BANK CORP PAYMENT \$	PO BOX 790428	SAINT LOUIS	MO	63179-0428	REFUND	FY
Division Code:	SPD2	Check Stock:	AP	Tax Code:				RD

System Messages:

Total 7,959.09



**COUNTY OF CALAVERAS
OFFICE OF AUDITOR-CONTROLLER
JOURNAL ENTRY/CHARGEBACK REQUEST**

DEBIT:

Org Key	Object	Description	Amount
			\$ -
2203 0010	5241	General Election 2018 Charge	\$ 2,609.72
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Authorized Signature

Date

CREDIT:

Org Key	Object	Description	Amount
			\$ -
10100100	4612	June 5, 2018 Election Cost Reimbursement	\$ 2,609.72
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Authorized Signature

Date

MEMORANDUM

OF

UNDERSTANDING

BETWEEN THE

**CALAVERAS PROFESSIONAL FIREFIGHTERS UNION
IAFF LOCAL 5149**

AND THE

CALAVERAS FIRE PROTECTION DISTRICT

Effective: Ratification through June 30, 2020

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Article I: Preamble

This Memorandum of Understanding (hereinafter "MOU") is between the Calaveras Consolidated Fire Protection District (hereinafter "DISTRICT") and the Calaveras Professional Firefighters Union (hereinafter "UNION").

This MOU is the product of good faith negotiations between the parties and sets forth the mutually agreed upon wages, hours, and other conditions of employment for bargaining unit employees.

Article II: Recognition

The DISTRICT recognizes the UNION as the official and exclusive bargaining agent for all probationary and permanent fire suppression employees occupying the following positions:

Captain
Engineer

Article III: Prevailing Rights

All, benefits, and working conditions enjoyed by bargaining unit employees, which are not included in this MOU shall remain in full force and unchanged, except that any such rights, privileges, benefit and working conditions may be changed or eliminated at any time through the meet and confer process.

Article IV: Management Rights

Except as expressly provided in this MOU, all statutory, common law, and inherent management rights, and functions are retained by, and vested exclusively in the DISTRICT. Moreover, to ensure that the DISTRICT is able to carry out its functions and responsibilities, nothing contained in this Article shall be construed to require the DISTRICT to negotiate on matters which are solely a function of the DISTRICT. These rights include by way of illustration and not limited to, the following:

To manage the DISTRICT generally and determine the mission, goals and policies of the DISTRICT.

To determine the necessity for, and organization of, any service or activity conducted by the DISTRICT, and to expand or diminish services.

To merge with, annex, or be annexed by, any other district as provided by law.

To determine the nature, manner, means, equipment, and technology used in all DISTRICT operations and in the performance of services provided to the public.

To determine the work schedules and hours of work for all DISTRICT personnel meeting and conferring with applicable.

To determine the DISTRICT budget and methods of financing.

To determine the DISTRICT and methods of financing

To determine employees' classifications and positions, size and compositions of the work force, and to allocate and assign the work by which DISTRICT operations are to be conducted.

To use independent contractors or subcontractors to perform work and provide services, except independent contracts or subcontractors will not be used to permanently reduce bargaining unit positions. when necessary.

To lay off employees from duties for any legitimate reason, including the lack of work or funds, or other conditions where continued work would be ineffective or non-productive.

To establish and modify productivity and performance programs.

To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline the employee for cause in concurrence with applicable laws.

To determine minimum qualifications, skills, abilities, knowledge, selection procedures, and classification specifications.

To hire, transfer, promote, and demote employees for non-disciplinary reasons.

To determine policies, procedures, training, and promotion of employees.

To maintain order and efficiency in DISTRICT facilities and operations.

To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the DISTRICT.

To restrict the activity of an employee organization on DISTRICT property and on DISTRICT time except as set forth in this MOU.

To take any and all necessary action to carry out the mission of the DISTRICT in emergencies.

Article V: Employee Rights

The employees have the right to join, form, and participate in the activities of the UNION.

The employees have the right to refuse to join and participate in the UNION.

No employee shall be subject to punitive action or denied promotion, or threatened with any such treatment, for the exercise of lawful action as an elected, appointed, or recognized representative of any employee bargaining unit.

- A. The UNION shall have the right to represent bargaining unit employees in their employment relations with the DISTRICT. The employer agrees to furnish and maintain space for suitable bulletin boards in convenient places in each station and work area to be used by the UNION.

Nothing in this MOU is intended to deny the UNION or bargaining unit employees of any non-waivable rights guaranteed by Federal or State law (including, but not limited to the Firefighter Procedural Bill of Rights ("FPBOR").

Article VI: Employee Status

- A. Bargaining unit employees will be designated as either regular or probationary, depending on their length of continuous service with the DISTRICT.
- B. A regular bargaining unit employee is defined as an employee who has successfully completed their probationary period and been appointed by the DISTRICT to regular status.
- C. A probationary bargaining unit employee is defined as an employee newly hired into an established position authorized by the Board of Directors. Probationary employees serve in an "at-will" employment status and may be terminated from their position at any time for any reason and without cause. Probationary employees who are terminated during their probationary period may not grieve or otherwise challenge their release from employment, except on grounds of discrimination or violation of legally protected rights.
- D. A probationary employee shall be paid not less than the minimum wage rate established for the job, and shall be eligible for PTO (Paid time off), holiday pay, insurance coverage, and items of a similar nature as the employee becomes eligible, but shall not be eligible for a leave of absence without Board approval.
- E. Upon satisfactory completion of twelve (12) months of continuous full-time service with the DISTRICT, a new hire probationary employee shall attain regular status as an employee.

- F. The probationary period for a new hire employee shall be extended if the employee has missed all or any portion of at least ten (10) regularly scheduled shifts (or their day equivalent) to ensure a full twelve (12) months of service to the DISTRICT. Written notice of the extension shall be provided to the employee and the UNION. The extension shall not exceed the number of shifts/days in which the probationer was absent (this number shall be rounded to the next higher whole number in case of partial shift/day absences). Pre-approved PTO shall not trigger this provision.
- G. **All promotional appointments of current bargaining unit employees to Captain or Engineer shall be subject to a six (6) month probationary period. All new hires shall be subject to a twelve (12) month probationary period.**

If a promotional appointment is terminated during the probationary period, except for disciplinary reasons, the employee shall be returned either to the employee's previous classification and wage rate or to some other classification that is mutually satisfactory to both the employee and the DISTRICT. Any employee occupying a position to which such promotional employee is eligible for return will be subject to the layoff procedures under Article XXX.

Article VII: Seniority A. General Seniority is defined as an employee's total years of service with the DISTRICT as a probationary and regular status employee.

B. Classification seniority is defined as an employee's total years of service in a particular classification (Engineer or Captain) while employed with the DISTRICT as a probationary and regular status employee.

Article VIII: Wages

A. In accordance with DISTRICT pay procedures, bargaining unit employees will be paid every 18 days for a total of twenty (20) pay periods each year. The schedule of base salaries for employees covered by this AGREEMENT is incorporated herein.

Base Salary Schedules for bargaining unit employees are contained in Appendix A.

Article IX: Working Out of Classification

A, The Fire Chief or designee may assign a bargaining unit employee to perform work in a higher classification. Employees working in a higher classification shall receive a per shift differential equal to five percent (5%) of their salary.

- A. To receive out-of-class pay, the employee must work more than four (4) consecutive hours in the higher classification.
- B. Temporary assignments out of an employee's current classification shall only be filled by employees deemed qualified by the Fire Chief.

Article X: Overtime

From time to time, the DISTRICT may require employees to remain on, duty or return to duty beyond their scheduled shift; or to work hours in addition to regularly scheduled hours. Employees may only work additional hours when authorized by the DISTRICT.

Overtime shall be compensated at one-and-one-half times the employee's regular rate of pay.

For purposes of Fair Labor Standards Act (FLSA), the DISTRICT has adopted an 18-day 136-hour work period in accordance with the Section 7k exemption. This means employees are not entitled to overtime compensation until they actually work more than 136 hours in each 18-day work period. However, the parties agree that paid leave hours shall be considered hours worked for purposes of attaining the 136-hour overtime threshold.

Incidental overtime of less than fifteen (15) minutes in a non-recurrent extension of the work day/shift is non-compensable in any form.

An employee will be paid for all overtime worked in a pay period, on the regular payday for that pay period or as soon as practical thereafter.

The UNION agrees that if an employee, who is covered by this AGREEMENT attends out of area schooling at the DISTRICT's request, they will be eligible for overtime incurred during that schooling, but will be paid their regular rate of pay for any days during the schooling that the employee is scheduled to work. In addition, the employee shall receive per diem at the rate set by the DISTRICT for any expenses incurred. Any employee that attends local area schooling that is required by the DISTRICT or that is required to maintain certification required by the DISTRICT shall be eligible for overtime as set forth in this Article/Section.

Assignment of overtime shall be in accordance with the DISTRICT's policies and procedures.

Article XI: Clothing and Personal Item Replacement

All protective clothing and equipment required of bargaining unit employees in the performance of their duties shall be furnished, without cost, to the employees by the DISTRICT. The DISTRICT shall assure the availability, maintenance, and use of all protective clothing and equipment in accordance with the Division of Industrial Safety Orders, Title 8, Article 3401.

A. The DISTRICT shall provide leather safety boots for use in DISTRICT employment to all Bargaining unit employees upon initial employment.

1. For full-time bargaining unit employees, the DISTRICT shall provide such safety boots as needed thereafter.

For part-time bargaining unit employees, the DISTRICT shall replace such safety boots when the boots require replacement due to wear and tear.

The cost of the boots under this Section will not be deducted from the employees clothing allowance. The DISTRICT will cover the cost of repairs as directed by the Fire Chief. If replacement is necessary the DISTRICT will provide a maximum of \$350.00 towards the purchase price, but in no case less than what is required to fill the leather safety boot requirement.

Each full-time bargaining unit employee shall receive a clothing allowance up to a maximum of \$300.00 per fiscal year for the purchase, maintenance and replacement of clothing items as defined as the current "Class B Uniform" and for other worked related items through established DISTRICT vendors Full-time bargaining unit employees are permitted to purchase approved items through the DISTRICT's vendor accounts up to maximum "clothing allowance" provided in this Section. Employees who exceed the maximum uniform allowance are required to reimburse the DISTRICT personally. Items in addition to those on the approved list must be approved by the Fire Chief prior to purchase

B, Employees covered under this Article shall be required to exercise reasonable care to maintain items or clothing that is issued or reimbursed by the DISTRICT in accordance with DISTRICT policies. Employees shall further relinquish any item issued by the DISTRICT upon separation from employment.

C. The DISTRICT will reimburse an employee up to \$125.00 replacement cost for watches, eyeglasses, sunglasses, or cell phones damaged or destroyed in the line of duty. A damage claim and proof of replacement cost must be submitted for review and approval by the Operations Chief. Reimbursement made by the DISTRICT will be reduced by any applicable insurance payments. Damages incurred beyond \$125.00 will be reviewed by the Chief on a case-by-case basis.

Article XII: Mileage

Employees who are required to use their private vehicles for DISTRICT business shall be compensated at the current IRS mileage reimbursement rate.

Article XIII: PAID TIME OFF

- A. Paid Time Off (PTO) provide bargaining unit employees with the ability to take time off from work without the loss of pay.

All full-time bargaining unit employees receive 168 hours of PTO each year and may accumulate and carry-over PTO hours to a combined maximum of 252 PTO hours.

Upon separation of employment from the DISTRICT, any unused PTO hours shall be converted to pay at the employee's then hourly rate and paid as a lump sum on the employee's final paycheck.

Should an employee die while in service of the DISTRICT, all accumulated PTO hours credited to the employee at the time of death shall be paid to the employee's beneficiary or estate, as applicable.

B. Use of PTO

1. Employees may elect to schedule all or any part, of their earned PTO.
2. The Fire Chief has discretion to approve or disapprove all PTO requests. However, requests for PTO shall not be unreasonably denied.
3. If an employee has accumulated PTO hours equal to or in excess of the maximum PTO accumulation, the employee will not be credited with additional PTO hours until the employee utilizes a sufficient number of PTO hours to reduce the employee's PTO balance below the maximum.
4. In extraordinary circumstances, bargaining unit employees may be permitted to exceed the maximum PTO accumulation. Any request to exceed the maximum PTO accumulation must include a statement of the extraordinary circumstances and a plan for liquidating the excess PTO hours in the coming fiscal year. **Extraordinary circumstances shall include those under which the bargaining unit employee was unable to schedule or utilize time off due to operational need of the DISTRICT.**

Article XIV: Holidays

The following are observed holidays for bargaining unit employees:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

B. Bargaining unit employees who work on one of the observed holidays shall be paid one-and-one-half times their regular hourly rate.

XV. Fitness for Duty

A. Fitness for Duty:

1. The DISTRICT may require bargaining unit employees to undergo a fitness-for duty examination when there is a reasonable basis to suspect the employee may not be able to perform their duties in a safe or proper manner. The fitness-for-duty examination shall be conducted by a DISTRICT-designated medical provider at DISTRICT expense.
2. The DISTRICT shall be advised as to whether the employee is fit or unfit for duty and the nature of any functional limitations on their fitness for duty. Should the employee's personal medical provider dispute the conclusions of the DISTRICT-designated medical provider, the parties shall mutually agree upon a third medical provider whose determination shall be binding. The cost of the third medical provider's determination shall be paid by the District.

Article XVI: Pregnancy Leave

- A. A pregnant employee may continue to work for as long as her health, the health of the unborn fetus, and/or the employee's ability to adequately perform prescribed job responsibilities is not adversely affected by continuing to work.
- B. At any time during the pregnancy, the DISTRICT may require the employee to furnish medical evidence in that the employee's fitness-for-duty.

- C. A pregnant employee shall notify the Fire Chief in writing upon notice by her treating physician that such pregnancy exists. The notice shall include the anticipated date of childbirth and any related medical conditions or limitations.
- D. **In the event a current regular employee's spouse becomes pregnant and upon delivery, the employee has the right to use accrued leave for assisting the spouse and bonding with the baby.**

Article XVII: Pregnancy Disability Leave

- A. Pregnancy disability leave shall be granted only for medical reasons arising out of and in the course of a pregnancy, the subsequent childbirth, or related medical conditions, as provided below.
- B. A pregnant employee may take accrued PTO for reasons of medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave exceed the total of the employee's accumulated but unused PTO sick leave, nor shall paid sick leave be granted beyond the date the employee is no longer considered medically disabled from normal work activities.
- C. **A pregnant employee may elect to utilize accrued PTO during the period of pregnancy.**

Article XVIII: Bereavement Leave

Bargaining unit employees shall be granted up to three (3) consecutive shifts off with pay in the event of a death in the bargaining unit employee's immediate family

The Fire Chief or designee may allow employees to extend a bereavement leave beyond three (3) consecutive shifts by using their accrued PTO hours. The decision to extend a bereavement leave with PTO shall be is the sole discretion of the Fire Chief or designee.

For purposes of bereavement leave, immediate family is defined as: spouse, registered domestic partner, child, stepchild, parent, parent-in-law, brother, sister, grandfather, grandmother, grandchild, brother-in-law, and sister-in-law.

Article XIX: Medical Insurance/Retirement

The DISTRICT shall provide Captains \$1,250 per month and Engineers \$700.00 per month for medical insurance and/or Retirement.

Article XX: Shift Schedule

The standard work schedule for shift personnel is a three-platoon system with each shift working two (2) consecutive twenty-four (24) hour shifts followed by four (4) consecutive twenty-four (24) hour shifts off (48/96 shift schedule).

Shift personnel shall perform all work and duties identified in the daily work schedule with one (1) hour daily for lunch

Sundays shall be considered a soft schedule with the approval of the Fire Chief or designee Employees are required to complete vehicle and station dailies in addition to responding to calls for service when working a "soft schedule."

The observed holidays set forth in this MOU shall be considered a soft schedule

Article XXI: Shift Trades

- A. Full-time bargaining unit employees shall have the right to trade shifts among themselves, with other qualified represented employees by working their regularly scheduled day off and taking another day off so long as it does not interfere with the operation of the fire department. This provision may be used for early relief as needed by the employees.
- B. Trade time shall not result in additional cost to the DISTRICT.
- C. The DISTRICT shall not, in any way, be held responsible for trade arrangements made between employees pursuant to this Article. The employee scheduled to work after approval of the shift trade shall be responsible, in all respects, for service to the DISTRICT.

Article XXII: Reasons for Disciplinary Actions

The following may be deemed sufficient reasons for the DISTRICT to initiate disciplinary action including, but not limited to, written reprimand, suspension, demotion, reduction in rank and/or salary, or discharge. The illustrations of unacceptable conduct cited below are intended to provide both specific and exemplary reasons for initiating disciplinary action and to alert employees to the more commonplace types of employment conduct violations. However, because conditions of human conduct are unpredictable, no attempt has been made here to establish a complete list. Should there arise instances of unacceptable conduct not included in the following list, the DISTRICT may find it necessary and appropriate to initiate disciplinary action in accordance with this Article.

Attendance

Improper or unauthorized use or abuse of paid leaves.

Being absent without authorized leave, or repeated unauthorized late arrival or early departure from work.

Behavior

Willful or negligent violation of the provisions of this MOU, DISTRICT Rules and Regulations, DISTRICT Policies and Procedures or related directives.

Failure to carry out a lawful directive or order from a superior, except where the employee's or public's safety may be reasonably jeopardized by the order.

Engaging in activities that create a conflict of interest with the employee's duties and responsibilities to the DISTRICT or their position as firefighters.

Conviction of a felony crime, including conviction based on a plea of nolo contendere, or of a misdemeanor involving moral turpitude the nature of which reflects the possibility of serious consequences related to the continued assignment or employment of the employee. Knowingly falsifying, removal, or destruction of information related to employment, payroll, or work-related records or reports.

Soliciting outside work for personal gain during business hours; engaging in off-duty employment for any business under contract with the DISTRICT; participating in any off-duty employment that adversely affects the employee's performance of work for the DISTRICT.

Discourteous treatment of the public or other employees, including harassing, coercing, threatening, or intimidating others.

Failure to adhere to standard safety practices.

Unauthorized removal or use of DISTRICT property or other property assigned to or under the control of the DISTRICT.

Physical altercations.

Any act or conduct that violates the DISTRICT's policies prohibiting workplace discrimination and harassment or is otherwise discriminatory or harassing with respect to another person's age, race, color, national origin, ancestry, sex, gender, gender identity, gender expression, disability, medical condition, religion, military and veteran status, sexual orientation, marital status, or political affiliation.

Performance

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent, and reasonable manner.
2. Failure to improve job performance in accordance with written or verbal direction as outlined in the DISTRICT Rules and Regulations.

Failure to accept reasonable and proper assignments from an authorized supervisor.

The use of alcohol or controlled substances while on duty or being under the influence of alcohol or controlled substances while on duty.

Driving any DISTRICT vehicle while under the influence of alcohol or controlled substances; failure to maintain or the suspension of a driver's license where job duties require driving.

Careless, negligent, or improper unauthorized use of DISTRICT property, equipment or funds, including unauthorized removal, or unauthorized use for private purpose.

Unauthorized release of confidential information or official records.

Article XXIII: Grievance Procedures

A grievance is defined as a dispute by an individual bargaining unit employee or the UNION involving the interpretation or application of this MOU, DISTRICT Rules and Regulations or Policies and Procedures which adversely affect the grievant.

A. General Procedure

1. The formal grievance procedure is intended to supplement other informal and low-level methods of responding to and settling problems and complaints. If informal and low-level methods fail to resolve an issue, the formal grievance procedure may be utilized to resolve problems and disputes. Formal grievances may be initiated in the first instance without resorting to informal and low-level methods.
2. A UNION representative may assist an individual grievant at each step of the grievance procedure and be present at any and all grievance meetings/hearings with the DISTRICT.
3. The time limits established for any step of the grievance procedure may be waived or extended by mutual agreement of the parties to a grievance. Such time extensions must be confirmed in writing within the time limits specified for the particular step of the grievance procedure. Unless otherwise extended by mutual agreement, any failure by a grievance to comply within the time limits provided in this procedure shall be considered abandonment of the grievance. Any failure by

the DISTRICT to issue a timely response to the grievance shall allow the grievant to advance the matter to the next higher level.

4. The parties may meet to discuss a grievance at any step in the grievance procedure in an effort to resolve the particular dispute.

B. Contents of Formal Grievance

1. Formal grievances shall be presented in writing and shall contain the following minimum information:
 - a. A clear and concise statement of the facts and circumstances giving rise to the grievance.
 - b. The specific provisions of this MOU or DISTRICT Rules and Regulations or practices alleged to have been misinterpreted or misapplied, along with a statement identifying how or why the provisions were misinterpreted or misapplied.
 - c. An explanation of how the employee has been adversely affected.
 - d. A statement of the remedy requested.

C. Information

The UNION is entitled to request and obtain copies of any non-confidential and non-privileged documents and other relevant information within the DISTRICT's possession or control pertaining to the grievance.

D. Steps of the Formal Grievance Procedure

Step 1. Fire Chief

A formal written grievance shall be presented to the Fire Chief within fifteen (15) calendar days of the date the grievant or Union knew or reasonably should have known about the actions and/or circumstances giving rise to the grievance. The Fire Chief shall investigate the grievance and meet with the grievant and UNION representatives within fifteen (15) calendar days following presentation of the grievance at Step 1. The Fire Chief shall respond in writing to the grievance within five (5) calendar days following the Step 1 grievance meeting.

Step 2. Board of Directors

If the grievant and/or the UNION are not satisfied with the Fire Chief's Step 1 response to the grievance, the grievance may be advanced, in writing, to the DISTRICT Board of Directors within fifteen (15) calendar days following receipt of the Step 1 written response. The Board of Directors shall schedule a hearing to hear the grievance within thirty (30) calendar days following receipt of the written request to advance the grievance to Step 2. The Board of Directors shall respond in writing to the grievance within thirty (30) calendar days

following the Step 2 hearing. A copy of the Board of Director's decision shall be delivered to the grievant, the UNION, and the Fire Chief. The Board of Director's decision shall be final.

Article XXIV: Concerted Activities

- A. The duties performed by employees of the DISTRICT as part of their employment pertain to and are essential to the operation of the DISTRICT and the welfare of the DISTRICT's citizens.
- B. During the term of this MOU, employees shall not partially or totally abstain from the performance of their duties for the DISTRICT. The UNION shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities.
- C. During the term of this MOU, the DISTRICT shall not cause any lockout.
- D. Those employees who individually or collectively, partially or totally, abstain from the performance of their duties for the DISTRICT or unreasonably or arbitrarily refuse or fail to respond to overtime work requirements shall be subject to disciplinary action up to and including discharge from employment.

Article XXV: DMV Licenses

- A. The DISTRICT will provide for bi-annual DMV physicals required for driver's license renewals.
- B. All bargaining unit employees are subject to testing for alcohol and controlled substances in accordance with DOT requirements. This includes accident, random, and reasonable suspicion testing. All testing shall be in accordance with the adopted DISTRICT policy which shall incorporate DOT standards and procedures.

Article XXVI: Rules and Regulations

All bargaining unit employees shall comply and abide by the DISTRICT Rules and Regulations as they exist on the effective date of this MOU.

DISTRICT agrees that it will meet and confer with the UNION as required by this MOU and the Meyers-Milias-Brown Act over identifiable adverse impacts on mandatory subjects of bargaining resulting from any amendments or modifications to existing DISTRICT Rules and Regulations

The provisions of this MOU shall prevail in case of conflicts between this MOU and the DISTRICT's Rules and Regulations.

Article XXVII: Promotions

Promotional examinations to the position of Captain or Engineer may be given by a closed-promotional or an open-competitive examination, the choice of which shall be at the DISTRICT's sole discretion.

In the case of an open-competitive examination, DISTRICT employees who qualify for and pass each part of the examination process shall be given an additional five (5) points prior to their name being entered on the eligible list for the position of Captain or Engineer.

Article XXVIII: Layoffs

- A. **Bargaining unit employees, except as noted below, will be laid-off based on inverse seniority. Part-time or stipend employees shall be laid off prior to any permanent employees.**
- B. An employee's seniority date, for purposes of layoff, shall be as set forth in Article VII of this MOU.
- C. **Subsequent to layoff, the DISTRICT will meet and confer with the UNION on the impact and effects of the layoff.**
- D. A laid-off employee shall have his/her name placed on the re-employment list for a period of twenty-four (24) months following the employee's last day of employment.
- E. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.
- F. An employee in layoff status must maintain all applicable certificates and standards to be eligible for rehire.
- G. The seniority of a laid-off employee shall be frozen at the time of lay-off.
- H. Employees who are in layoff status shall keep on file with the DISTRICT their current contact information, including address, telephone number, and email address.

Article XXIX: Appendices, Amendments, and Duration

- A. All appendices and amendments to this MOU shall be numbered or lettered, dated, and signed by the responsible parties and shall be subject to all the provisions of this MOU.
- B. This MOU shall become effective upon ratification by all parties for non-economic items and on July 1, 2019 for all economic items and shall continue in force until June 30, 2020, and shall be automatically renewed from year to year thereafter unless amended in accordance with this Article.
- C. The parties may mutually agree to negotiate over any matter within to the scope of representation, including provisions of this MOU, during the term of

this agreement.

C. Amendments to this MOU must be mutually agreed upon according to the procedure outlined below. Amendments shall become effective on the date of adoption by the DISTRICT Board of Directors.

D. Either party may notify the other party in writing no later than sixty (60) days prior to the end of this MOU that it desires to modify this MOU, setting forth in writing the Articles to be revised, added, or deleted, and the proposed revision therein. In the event that such notice is given, negotiating sessions will begin promptly in accordance with the law. It is mutually agreed by both parties hereto that in the event of such notice, each Article of this MOU not referred to in such notice shall remain in full force and effect

Article XXX: Saving Clause

Should any provisions of this MOU become invalid or unenforceable by subsequent legislative enactment or by a judicial determination, only the particular provision at issue shall be invalid, and all other provisions of the MOU shall remain in full force and effect until otherwise amended in accordance with this MOU.

The parties shall promptly meet-and-confer upon the request of either party regarding any provision of this MOU that is rendered invalid as specified above.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their names to be signed in execution of this MOU on the _____ day of.

Calaveras Fire Protection
District

Calaveras Professional
Firefighters Union

President of the Board

Union President

Fire Chief

Union Representative

APPENDIX A

REGULAR SALARY SCHEDULE

[PER CURRENT SALARY SCHEDULE]

CAPTAIN

PER YEAR	PER HOUR
STEP I	\$14.00
STEP II	\$15.00
STEP III	\$16.00
STEP IV	\$17.00
STEP V	\$18.00

ENGINEER

PER YEAR	PER HOUR
STEP I	\$12.00
STEP II	\$13.00
STEP III	\$14.00
STEP IV	\$15.00
STEP V	\$16.00

Installation of Public Safety - Fire Radio VHF Repeater at 3446 Ross Drive Valley Springs, CA. 95252

Facility is owned and operated by County of Calaveras - Sheriff's Department

Tenant will be Calaveras Consolidated Fire Protection District - County of Calaveras

The Calaveras Consolidated Fire Protection District will use Vault Space #_____

The Calaveras Consolidated Fire Protection District will use Antenna Space #_____

Installation of TK-740 repeater will be done by Columbia Communications Estimate Q75748

The TK-740 Radio Repeater was purchased by Calaveras County OES

The Calaveras Consolidated Fire Protection District will responsible for all cost on installation of repeater.

The Calaveras Consolidated Fire Protection District will responsible for any interference from installing Calaveras Command with present Sheriff's Department communications at 3446 Ross Drive Valley Springs and seek a solution not to interfere with Sheriffs Communications. Work if needed will be done by Columbia Communications and Sheriffs representative.

Frequency for Repeater to be located at 3446 Ross Drive Valley Springs -Calaveras Command - WQQR243 - 151.6625 and 159.7275. This FCC frequency is leased from Columbia Communications by Calaveras County Fire Chiefs and Calaveras Consolidated Fire Protection District

Tenant agreement for use of facility at 3446 Ross Drive Valley Springs

1. Purchase and install a 12kW Generator for facility
 - a. Responsible for maintenance and fuel requirements of generator
 - b. Responsible generator support during electric power failure
2. Vegetation fuel reduction that presently threatens facility
 - a. Work with property owners and Cal Fire to remove vegetation fuel
 - b. Continue responsibility to keep fuel reduction area to a minimum
3. Knox Box key system to keep the area secured



Date	Estimate #
4/23/2019	Q75748

Name / Address
CALAVERAS CONSOLIDATED FIRE 6501 JENNY LIND VALLEY SPRINGS, CA 95252

Rep	P.O. No.	Project
David		

Description	Qty	Cost	Total
Estimate for the materials and labor to install TK-740 repeater at Ross Drive. Repeater to be programmed with new Calaveras Command frequency pair leased from Columbia Communications Inc.			
Items purchased by Calaveras County O.E.S. 2009			
Kenwood TKR-7400 Series High Performance Repeater (basic configuration): 146-162 MHz, 5 watts continuous duty, 19" rack mountable, 20A DC power supply. (Customer Owned)	1	0.00	0.00T
35A Power Supply with SMARTCHARGER: 13.8VDC continuous duty switching power supply with front panel metering, built-in SmartCharger, low-voltage disconnect, and solid state no-break transfer diodes. (Customer Owned)	1	0.00	0.00T
Kenwood 50W Continuous Duty RF Amplifier Option for Repeater Station (TKR-7400 Series) (Customer Owned)	1	0.00	0.00T
VHF Duplexer: 144-190 Mhz, 4 Cavity Pass/ Notch Base Duplexer. (Customer Owned)	1	0.00	0.00T
VHF Antenna: 146-164 MHz, Unity Gain, Omni-directional. (Customer Owned)	1	0.00	0.00T
Weldon Stand Off Bracket: 36' Stand-off 1-7/8"X24"pipe (Customer Owned)	1	0.00	0.00T
Installation materials and labor			
SINCLAIR I2112A 132-174 MHz Isolator with 60 Watt Load, N-Female. (Special order 3-4 week lead)	2	610.00	1,220.00T
Andrew 1/2" Helix	100	4.18	418.00T
PolyPhaser 100-1000 MHz flange mount coax lightning protector	1	90.00	90.00T

Subtotal

Sales Tax (7.25%)

Total

Signature



Date	Estimate #
4/23/2019	Q75748

Name / Address
CALAVERAS CONSOLIDATED FIRE 6501 JENNY LIND VALLEY SPRINGS, CA 95252

Rep	P.O. No.	Project
David		

Description	Qty	Cost	Total
Connector, Positive Stop N-Male for 1/2" Foam Helix	4	26.53	106.12T
Ground Kit 1/2 "	6	29.99	179.94T
Leoch PLH100FT 12V100AH pure lead battery	4	285.00	1,140.00T
19' Rack (black) Non-Vent Equipment Shelf	1	75.50	75.50T
Miscellaneous installation materials including RF jumpers, cable management supplies, and battery wiring supplies	1	150.00	150.00T
Freight from factory. Multiple vendors.	1	300.00	300.00
Labor to program repeater, tune repeater, and tune duplexer to new Calaveras Command frequency pair leased from Columbia Communications Inc.	5	95.00	475.00
Labor for certified tower climber to mount antenna and route coax on Ross Drive tower	3	250.00	750.00
Labor for certified tower climber to serve as ground person while climber mounting antenna and routing coax.	3	125.00	375.00
Labor to install repeater, amplifier, duplexer, power supply, back-up batteries, and route coax in Ross Drive site enclosure.	6	95.00	570.00
Technician travel time. 2 technicians.	4	55.00	220.00
Mileage to and from customer site.	110	1.00	110.00
Estimate prepared by David Ethier. Valid 30 days			

Subtotal \$6,179.56

Sales Tax (7.25%) \$245.02

Total \$6,424.58

Signature _____