

# Ebbetts Pass Fire District



## BOARD OF DIRECTORS NOTICE OF REGULAR MEETING

Via teleconference webinar

**9:00 A.M. Tuesday, February 16, 2021**  
**1037 Blagen Road, Arnold**

In compliance with recently issued guidelines from the State of California and other governing agencies, and in order to aid in keeping the public safe, Ebbetts Pass Fire District (EPFD) will be conducting our Board Meeting via teleconference until further notice.

To access the meeting please visit [zoom.us](https://zoom.us) website and enter Meeting ID: 996 4083 9530 with password: 643037. If you need assistance in accessing this information, please email [epfd@epfd.org](mailto:epfd@epfd.org) or call the EPFD office at 209-795-1646, Monday through Friday, 8:00 am to 5:00 pm. You may also register in advance for this meeting: <https://zoom.us/j/99640839530?pwd=U09wamNyMWo5bHdXWDdhNWwwTnlEUTo9>

If you would like to comment on any item on our Agenda or an item not on the Agenda, please submit those in writing to our office at PO Box 66, 1037 Blagen Road, Arnold CA 95223 or via email at [epfd@epfd.org](mailto:epfd@epfd.org) at least 24 hours before the meeting. You may also submit comments via the "Chat" function available during the teleconference online.

### MEMBERS OF THE BOARD

Denny Clemens, President      Pete Neal, Secretary  
Mike Barr      Jon Dashner      J. Scott McKinney

### Concerning Public Comment

Please Note: The Board of Directors offers the opportunity for the public to speak to specific agenda items during the time that agenda item is discussed by the Board. The Board also allows an opportunity for the public to speak on non-agenda items during "public comments" prior to the conclusion of the meeting. The Board may not make any decision related to non-agendized items until the next Board meeting.

### AGENDA

1. **Call to Order, Flag Salute, Roll Call**
2. **Public Appearances/Comment:** The Board will hear public comment on any agendized or non-agendized item. The Board may discuss public comment but may not take action.
3. **Consent Items:** Board action limited to discussion and approval of:
  - 3.1. Minutes: 1/19/21
  - 3.2. Acceptance of January 2021 Checks Listings and Authorize to File for Audit

# NOTICE OF REGULAR MEETING – continued

February 16, 2021

4. **Committee Reports:** The Board will discuss the status of the following matters. The Board may take action on recommendations and/or give direction to staff or committee members related to follow-up on specific matters addressed by the committee.
  - 4.1. **Finance Committee** (Directors Dashner & Barr)
  - 4.2. **Personnel/Safety Committee** (Directors Dashner & McKinney)
  - 4.3. **Fire Prevention Committee** (Directors Neal & Clemens)
  - 4.4. **Apparatus/Equipment Committee** (Directors McKinney & Neal)
  
5. **Scheduled Items:** The Board will discuss and take action on the specific items listed below.
  - 5.1. **NextDoor Posting:** Outstanding Fire Service – Marjorie Ramirez
  - 5.2. Resolution 2021-1: Authorizing the Execution and Delivery of an Installment Sale Agreement, and Authorizing and Directing Certain Actions in Connection with the Acquisition of a Fire Truck
  - 5.3. **California Special Districts Association:** Call For Nominations Seat A Board of Directors
  - 5.4. **Calaveras Local Agency Formation Commission:** Extended Time Ballot for Independent Special District Representatives on LAFCO
  - 5.5. **EPFD January 2021 Storms Cost Compilation**
  - 5.6. **Ebbetts Pass Fire District Fire Ordinance 2020:**
    - 5.6.1. Public Hearing
    - 5.6.2. Adoption
  
6. **Reports:** The Board will hear reports on the following matters. The Board may discuss information contained in these reports.
  - 6.1. Administrative Report
  - 6.2. Legislative Report
  - 6.3. Administrative – EMS
  
7. **Comments, Questions, and Consideration:** The Board will entertain comments and questions from the following individuals or representatives. The Board may discuss these comments or questions on these items but may not take action.
  - 7.1. Board Members
  - 7.2. Firefighters' Association
  - 7.3. Employees' Group
  - 7.4. Public Comments
  
8. **Adjournment of Regular Meeting**

**ADMINISTRATIVE STAFF:**

Michael Johnson, Fire Chief  
Cheryl Howard, Secretary

# Ebbetts Pass Fire District



## MINUTES

Board of Directors

January 19, 2021

### SUBJECT TO APPROVAL

1. The meeting was called to order with proper social distancing among everyone and with accommodation for the public through the use of Zoom Meetings at 9:00 A.M. by Board President Denny Clemens and the Pledge of Allegiance was recited. Directors present: Michael Barr, Denny Clemens, Jon Dashner, Scott McKinney, and Pete Neal.

District personnel present: Fire Chief Mike Johnson  
District Secretary Cheryl Howard  
Battalion Chief Aaron Downing  
Captain Shea Buhler, Engineer Glenn Verkerk

Others present via Zoom Meeting: Mark Paulsen of Golden State Fire Apparatus

Media present: None

2. **PUBLIC APPEARANCES/COMMENT** No comments

3. **CONSENT ITEMS**

- 3.1. Minutes: 12/15/20

Mr. Barr made a motion to approve the December 15, 2020, Minutes as printed. Mr. Dashner seconded; motion passed 5-0 0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

- 3.2. Personnel Committee (Directors Dashner & McKinney)

Mr. McKinney made a motion to approve the December 2020 Checks Listing and authorize to file for audit. Mr. Barr seconded; motion passed 5-0 0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

4. **COMMITTEE REPORTS**

- 4.1. Finance Committee (Directors Barr & Dashner)

Chief Johnson reported that the District had received its December Teeter allotment of property taxes which was reported in the packet. He noted the ambulance revenue was on track for the amount budgeted although there had been fewer ambulance calls during the same period in the past.

4.2. Personnel Committee (Directors Dashner & McKinney)

Chief Johnson reported the COVID-19 vaccinations were underway with approximately 65% of the District staff having received it and the many of the remaining were in process of scheduling it. He noted there had been no injuries the previous month.

4.3. Fire Prevention Committee (Directors Clemens & Neal)

Chief Johnson reported Ordinance 2020 was being presented later in the agenda for its first reading.

4.4. Apparatus/Equipment Committee (Directors McKinney & Neal)

Chief Johnson noted that there would be discussion later in the agenda.

5. Scheduled Items

5.1. Golden State Fire Apparatus Type 1 Fire Engine Build Proposal

Battalion Chief Aaron Downing presented information regarding the proposed fire engine build-up. He noted the Committee having determined the unacceptability of the EZ Track system with its requiring a maximum speed of 15MPH. He noted other design criteria including horsepower and projected performance standards and Captain Shea Buhler commented that it was designed to fit equipment that was need without being overweight.

Chief Johnson complimented staff on their work toward the new engine designed. He pointed out that as a member of the HGAC consortium the bid process was satisfied. He noted the timeliness of making a decision before the price increase in February and the potential savings with paying up front to the manufacturer and obtaining our own financing.

Mr. Barr made a motion to purchase this engine as included on the proposal #61228-20A from Golden State Fire Apparatus and to authorize Chief Johnson to sign documents as needed. Mr. McKinney seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.2. California Special Districts Association Finance Corporation Fire Engine Financing Option

Chief Johnson reported that as he had anticipated the financing needed for this purchase being \$800,000 he had received the proposal from the CSDA Finance Corporation which included interest at 2.75% for 10 years. After some discussion, Mr. Dashner made a motion to authorize Chief Johnson to obtain the financing as proposed in the January 11, 2021, proposal by the CSDA Finance Corporation. Mr. Barr seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.3. CalPERS Notice of Proposed Regulatory Actions

Chief Johnson reported that he had included this for the Board's information even

though the District did not currently contract with CalPERS for medical group insurance. If anyone wished to comment regarding the proposed actions, they could do so.

5.4. CSDA Gold Country Regional Chapter Strategic Planning Workshop

Chief Johnson reported that if any Board member wished to attend to please contact staff and the arrangements would be made.

5.5. Fuel Break Projects Along Ebbetts Pass Report on Fuel Break Work During 2020

Chief Johnson noted that this report prepared by Jill Pakou was very informative and made a nice information packet regarding those community safety measures.

5.6 Health Management Associates Inc. Independent

Contractor/Consulting Agreement Managed Care Intergovernmental Transfer

Chief Johnson reported that Elli Hall was retiring and he had been in discussions with Health Management Associations (HMA) for them to continue with consultation assistance for the IGT program. He noted that Elli Hall's assistance had been great appreciated for navigating the complexities and paperwork for the IGT. He added that the annual amount for the contact was not to exceed \$10,000 and the hourly amounts varied by the profession level of the person doing the work. Mr. Dashner made a motion to accept the Health Management Associates, Inc. Independent Contractor/Consulting Agreement for Managed Care Intergovernmental Transfers. Mr. Barr seconded; motion passed 5-0 (AYES: Barr, Clemens, Dashner, McKinney, Neal).

5.7 EPFD Fire Ordinance 2020: First Reading

Chief Johnson reported that County Counsel had reviewed the District's proposed Ordinance 2020 and subsequently has returned it to the Board for its First Reading at this Board meeting and staff will notice the public hearing with appropriate advertising for its February regular meeting. Elli Hall was retiring and he had been in discussions with Health Management

6. **REPORTS**

6.1. Administrative Report

Chief Johnson reported the call volume for the ambulance had increased with the increased activity at the Bear Valley Ski Area. He noted the exceptionally dry January with active fires in the southern California area. He also noted that Sara Edwards, County Counsel, will be conducting a Brown Act presentation.

6.2. Legislative Report

Chief Johnson noted the new legislative session had begun in January.

6.3. Administrative - EMS

Chief Johnson reported that Battalion Chief Matt O'Donnell had attended a Train-the-Trainer event so that District personnel could administer the COVID-19 vaccine if asked by the County Health Dept. He added that the District was transitioning from the monthly EMS data compilation to a software version in addition to AVL planning/movement.

7. **COMMENTS, QUESTIONS, CONSIDERATIONS**

7.1. Board Members

Mr. Neal commented that everyone that can get the vaccination should get it.

Mr. Barr thanked the Apparatus Committee members for their consistent work to get the purchase of a new engine accomplished.

7.2. Firefighters Association – Glenn Verkerk reported that the Association hoped to transition to move forward this year with fundraising.

7.3. Employees' Group – Glenn Verkerk thanked the Board members for the engine purchase.

7.4. Public Comments  
None

8. **ADJOURNMENT**

Mr. McKinney made a motion to adjourn. Mr. Dashner seconded; motion passed unanimously. 10:17 A.M.

Respectfully submitted,



Cheryl Howard  
District Secretary

**County of Calaveras  
General Ledger Summary  
Balance Sheet Accounts  
As of 1/31/2021**

**Fund 2290 Ebbetts Pass Fire**

<u>Object Code</u>	<u>Object Description</u>		<u>Balance</u>
<u>Assets</u>			
1006	Cash in Treasury	22900000	2,135,261.66
1007	Outstanding Checks	22900000	(12,818.03)
1016	Imprest Cash	22900000	40,000.00
Total Assets			<u>\$2,162,443.63</u>
<u>Liabilities</u>			
2002	Accounts Payable	22900000	1,163.60
2002	Accounts Payable	22900010	(1,163.60)
2009	Sales Tax Payable	22900010	0.15
2091	Accts Payable - Staledated Cks	22900010	4,929.08
Total Liabilities			<u>\$4,929.23</u>
<u>Fund Balance</u>			
3002	Fund Bal Unreserv/Undesign	22900000	1,841,126.02
3043	Reserve for Imprest Cash	22900000	40,000.00
Total Fund Balance			<u>\$1,881,126.02</u>
Year-to-Date Revenues			\$3,614,953.90
Year-to-Date Expenditures			\$3,338,565.52
Year-to-Date Transfers In			\$0.00
Year-to-Date Transfers Out			\$0.00
Year-to-Date Clearing Accounts			<u>\$0.00</u>
Total Fund Equity			<u>\$2,157,514.40</u>
Total Liabilities and Fund Equity			<u>\$2,162,443.63</u>

# REVENUE ACCOUNT SUMMARY SHEET - January 2021

<b>Fire Operations:</b>	<b>F</b>		<b>RECEIVED</b>		<b>% Received</b>
ACCOUNT	No.	BUDGETED	Month	Year-To-Date	Year-To-Date
Property Tax - Current Secured	4010	2,181,293	0.00	1,226,659.52	56%
Administrative Fee (SB2557)	4013	(39,444)	0.00	(22,179.79)	56%
Unitary Tax	4015	46,197	0.00	23,785.22	51%
Supplemental Tax - Current Secured	4017	14,382	0.00	27,594.53	192%
Property Tax - Current Unsecured	4020	31,294	0.00	30,445.70	97%
Supplemental Tax - Current Unsecured	4027	902	0.00	1,054.40	117%
Prior Unsecured Taxes	4040	2,153	0.00	432.30	20%
Transient Occupancy Taxes	4072	18,691	0.00	0.00	0%
Interest	4300	-	0.00	0.00	
Rents and Leases	4301	-	0.00	4,200.00	
HOPTR	4463	24,188	7,289.79	7,289.79	30%
State Grant - OTS & VFA	4455	94,000	0.00	0.00	0%
Timber Tax	4465	-	0.00	0.00	
State Aid for Public Safety	4472	14,250	0.00	0.00	
Federal Grant - AFG	4505	75,000	0.00	18,900.10	25%
Reimbursement - Personnel	4542	30,000	95,258.88	95,258.88	318%
Reimbursement - Equipment	4543	5,000	0.00	0.00	0%
HazMat Release Response Plan	4592	-	0.00	0.00	
Report Fees	4593	-	0.00	0.00	
PG&E - Station Grounds Usage	4642	-	0.00	19,100.00	
Charges for Current Service (hydrants)	4679	10,500	0.00	0.00	0%
Other Refund - Prior Year Taxes	4684	-	0.00	0.00	
Training Fees	4689	-	1,500.00	5,150.00	
Gifts/Donations	4707	-	0.00	275.00	
Refund - Misc.	4708	-	86.00	11,504.84	
Other Revenue	4712	20,835	1,918.89	8,863.06	43%
Other Revenue - PG&E Butte Fire	4712	-	0.00	19,274.27	
Miscellaneous Revenue	4713	500	0.00	0.00	0%
Refunds - Insurance	4743	-	0.00	0.00	
Sale of Surplus Property	4800	-	0.00	0.00	
<b>Total</b>		2,529,741	106,053.56	1,477,607.82	58%

<b>EMS/Paramedic Program</b>			<b>RECEIVED</b>		<b>% Received</b>
ACCOUNT	No.	BUDGETED	Month	Year-To-Date	Year-To-Date
Special Tax	4077	362,185	0.00	199,163.53	55%
Special Tax - Sustain ALS	4077 S	228,854	0.00	67,623.57	30%
Refunds - Insurance	4743	-	0.00	0.00	
<b>Total</b>		591,039	0.00	266,787.10	45%

<b>Station 3 AMBULANCE A</b>			<b>RECEIVED</b>		<b>% Received</b>
ACCOUNT	No.	BUDGETED	Month	Year-To-Date	Year-To-Date
Special Tax	4077	828,955	0.00	455,837.53	55%
Special Tax - Sustain ALS	4077 S	1,089,749	0.00	657,466.08	60%
State Grant - COVID-19	4455	5,000	0.00	0.00	0%
Other Programs - State (GEMT)	4479	9,000	0.00	0.00	0%
State Other Aid (IGT)	4580	120,000	0.00	0.00	
EMS Transport Revenue	4660	750,000	51,996.70	483,820.74	65%
Collections	4679	-	308.00	1,467.85	
Calaveras Co. >PG&E Butte Fire	4799	206,000	0.00	204,075.41	99%
Refunds - Insurance	4743	-	5,478.42	19,044.03	
<b>Total</b>		3,008,704	57,783.12	1,821,711.64	61%



# FIRE OPERATIONS ACCOUNT SUMMARY SHEET - JAN 2021

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001.1-</b>					
Salaries/Wages	-.001	1,094,488	79,378.26	601,265.53	493,222.47	55%
Extra Hire	-.002	10,000	0.00	0.00	10,000.00	0%
Extra Hire - Intern	-.003	40,306	2,754.58	33,233.33	7,072.67	82%
ST/TF FF Payments	-.004	30,000	0.00	67,421.83	(37,421.83)	225%
Volunteer FF Relief	-.005	40,000	459.47	3,371.99	36,628.01	8%
Retirement	-.050	238,123	20,614.36	143,187.24	94,935.76	60%
Group Insurance	-.055	232,240	30,742.99	148,741.84	83,498.16	64%
Uniform Allowance	-.062	3,600	1,400.00	2,800.00	800.00	78%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111.1-</b>					
Safety Clothing	-.111	10,000	445.95	731.61	9,268.39	7%
Safety Equipment	-.115	6,000	2,057.14	2,197.32	3,802.68	37%
Communications-Radios	-.121	27,000	0.00	8,015.75	18,984.25	30%
Communications-Phone	-.124	12,000	877.72	7,602.47	4,397.53	63%
Food - Fire Line Meals	-.131	1,200	0.00	75.61	1,124.39	6%
Housekeeping	-.141	8,000	1,498.65	5,767.59	2,232.41	72%
Insurance-Prop/Liability	-.151	15,009	0.00	15,009.00	-	100%
Insurance-Workers Comp	-.153	62,966	32,343.56	62,205.95	760.05	99%
Maintenance-Apparatus	-.181	45,000	1,187.83	46,514.41	(1,514.41)	103%
Maintenance-Utilities	-.182	10,000	142.50	2,046.45	7,953.55	20%
Building Maintenance	-.201	21,700	7,532.01	18,648.03	3,051.97	86%
Emergency Care/Rescue	-.211	1,275	0.00	0.00	1,275.00	0%
Memberships	-.221	7,755	0.00	7,628.00	127.00	98%
Office Expense	-.241	12,050	131.92	5,817.57	6,232.43	48%
Office Expense-Postage	-.243	1,000		409.75	590.25	41%
Office Expense-Copies	-.245	1,500	130.85	961.36	538.64	64%
Professional Services	-.271	33,000	500.00	7,254.20	25,745.80	22%
Small Tools/FF Equipment	-.401	88,000	1,193.97	4,891.61	83,108.39	6%
Small Tools-Hose/SCBA	-.402	15,700	2,095.26	12,122.65	3,577.35	77%
Special District Expense	-.411	17,000	1,694.01	5,932.80	11,067.20	35%
SDE--Health Maintenance	-.412	4,200	0.00	1,804.91	2,395.09	43%
Training	-.422	12,500	87.00	3,881.52	8,618.48	31%
Travel/Education	-.478	9,000	0.00	71.29	8,928.71	1%
Transportation Fuel	-.480	20,000	583.62	6,443.37	13,556.63	32%
Utilities - Water/Sewer	-.501	10,280	1,640.40	6,593.04	3,686.96	64%
Utilities - Electrical	-.504	11,500	856.32	5,725.47	5,774.53	50%
Utilities - Propane	-.505	20,000	2,927.26	5,819.23	14,180.77	29%
LAFCO Fee	5627	3,242	0.00	3,241.49	0.51	100%
<b>FIXED ASSETS</b>						
Building Fund: Structures	5640	211,698	0.00	105,848.61	105,849.39	50%
Equipment	5701	815,601	0.00	42,600.76	773,000.24	0%
<b>Fire Operation Fund Totals</b>		3,202,933	193,275.63	1,395,883.58	1,807,049.42	44%

## CHECKS ISSUED LISTING - JAN 2021 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.1.001: SALARIES</b>			
19038, 19130	Payroll / Statutory Elective Withholding		71,048.68
19038, 19130	Paychex Fee	Employer Cost	331.53
1094946, 1095450	PARS	Employee Withholding	197.67
19039, 19131	EPFF Local #3581	dues and meals withholding	900.00
	CalPERS	employee/employer	
<b>5001.1.002: EXTRA HIRE</b>			<i>none issued</i>
<b>5001.1.003: EXTRA HIRE - SPECIAL</b>			
19038, 19130	Payroll / Statutory Withholding		2,561.08
1094946, 1095450	PARS	EE withholding	193.50
<b>5001.1.004: Expenditure: ST/TF Firefighter Payment</b>			<i>none issued</i>
<b>5001.1.005: Expenditure: Volunteer Firefighter Payment</b>			
1095724	PARS	trust administration	459.47
<b>5001.1.050: RETIREMENT (PERS)</b>			
	CalPERS	Employer Portion	
	CalPERS	Employer Unfunded Liab.- Jan	
<b>5001.1.055: GROUP INSURANCE</b>			
16658, 16731	Supplemental Life Premium Withholding		-117.44
1095388	FDAC-EBA	vision/dental/life premium	1,337.85
1095390	Hometown Health	medical premium	903.00
1095391	SDRMA-Employee Benefit Service - medical premium		16,828.14
1080386	Sterling HSA - deposit to employees accounts HSA-compatible insu		11,791.44
<b>5001.1.062: UNIFORM ALLOWANCE</b>			
16658, 16731	Employees/Statutory Withholding		1,400.00
<b>5111.1.111: SAFETY CLOTHING</b>			
1095719	L N Curtis	hoods	428.84
1095725	UPS	ship PPE for repair	17.11
<b>5111.1.115: SAFETY EQUIPMENT</b>			
1095719	L N Curtis	gloves, case, pack, bag	2,057.11

## CHECKS ISSUED LISTING - JAN 2021 FIRE OPERATIONS

**5111.1.121: COMMUNICATIONS: RADIOS** *none issued*

**5111.1.124: COMMUNICATIONS: TELEPHONE**

1095710 AT&T	Sta. 2 & 4 monthly charges	201.21
1095712 Comcast	Sta. 1 monthly service	361.19
1095207 Comcast Cable - Sta 2	internet/phone monthly charges	141.35
1095206 Verizon Wireless	monthly charges	173.97

**5111.1.131: FOOD/FIRE LINE MEALS** *none issued*

**5111.1.141: HOUSEHOLD EXPENSE**

1095202 AmeriPride	towel service	110.95
1095203 Arnold Auto Supply Inc	brushes, absorber cloths	128.64
1095208 Ebbetts Pass Lumber Co	pellet BBQ and pellets	757.55
1095208 Ebbetts Pass Lumber Co	bulb, kerosene	64.32
1095213 US Bank	lightbulbs, seat, filters	235.41
1094340 CA Waste Recovery Systems	trash removal	201.78

**5111.1.151: INSURANCE: PROPERTY/LIABILITY** *none issued*

**5111.1.153: INSURANCE: WORKER'S COMPENSATION**

1095212 SDRMA	balance due on annual premium	32,343.56
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**5111.1.181: MAINTENANCE: APPARATUS**

1095213 US Bank	U1006: fuel injector testing	272.83
1095720 R Lokey Truck Repair	U6001: BIT, service, U1001: BIT	915.00

**5111.1.182: MAINTENANCE: UTILITIES**

1095720 R Lokey Truck Repair	U3020: repair headlight issue	142.50
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**5111.1.201: BUILDING & GROUNDS MAINTENANCE**

1095211 Pete Ryan	reimburse faucets	324.83
1095709 Alternative Energy	S1 service maintenance	2,594.37
1095709 Alternative Energy	S1: repair fan, etc.	2,745.14
1095721 Ebbetts Pass Gas Service	repair Training room heater	1,867.67

**5111.1.211: EMERGENCY CARE** *none issued*

**5111.1.221: MEMBERSHIPS/SUBSCRIPTIONS** *none issued*

## CHECKS ISSUED LISTING - JAN 2021 FIRE OPERATIONS

### 5111.1.241: OFFICE EXPENSE

1095213 US Bank	spam blocker, paper, battery	131.92
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### 5111.1.243: OFFICE EXPENSE: POSTAGE

JE Calaveras Co	mailing of checks	
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### 5111.1.245: OFFICE EXPENSE: COPIES

1095715 Inland Business Systems	copier maintenance	130.85
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### 5111.1.271: PROFESSIONAL SERVICES

1094347 Nicholson & Olson	preparation of State Cont Report	500.00
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### 5111.1.401: SMALL TOOLS/FF EQUIPMENT

1095213 US Bank	rescue blades	492.52
1095714 Failsafe Testing	ladder testing	701.45

### 5111.1.402: SMALL TOOLS: HOSE / SCBA

JE Murphys FPD	portion of fit test device maint	378.36
1095719 L N Curtis & Sons	RIT bags, Covid cartridge filter	1,716.90

### 5111.1.411: SPECIAL DISTRICT EXPENSE

1095213 US Bank/SAMBA	EPN	39.81
1095213 US Bank	sales tax on Ford Squad	1,654.20

### 5111.1.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE *none issued*

### 5111.1.422: TRAINING

1095722 Mountain-Valley EMS Agency	EMT recert	87.00
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### 5111.1.478: TRAVEL/EDUCATION/TRAINING

*none issued*

### 5111.1.480: TRANSPORTATION FUEL

1095721 Ebbetts Pass Gas Service	unleaded fuel	158.30
19089, 19171 Hunt & Sons Inc.	fuel	583.62

### 5111.1.501: UTILITIES: WATER/SEWER

1095205 CCWD	water/sewer	1,640.40
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### 5111.1.504: UTILITIES: ELECTRICITY

JE CPPA	electricity	856.32
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## CHECKS ISSUED LISTING - JAN 2021      FIRE OPERATIONS

### 5111.1.505: UTILITIES: PROPANE

1095721 Ebbetts Pass Gas Service	propane	2,927.26
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5627 F: LAFCO Fee	<i>none issued</i>
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5640 F: STRUCTURES	<i>none issued</i>
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5701 F: EQUIPMENT	<i>none issued</i>
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### ENGINE PARAMEDIC PROGRAM ACCOUNT SUMMARY SHEET - Jan 2021

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-.001	341,811	<b>25,499.01</b>	185,841.47	155,969.53	54%
Retirement	-.050	104,280	<b>9,207.00</b>	63,616.04	40,663.96	61%
Group Insurance	-.055	92,345	<b>12,969.79</b>	52,088.24	40,256.76	56%
Uniform Allowance	-.062	1,200	<b>600.00</b>	1,200.00	-	100%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-.111	2,728	<b>0.00</b>	0.00	2,728.00	0%
Safety Equipment	-.115	1,000	<b>0.00</b>	0.00	1,000.00	0%
Communications-Radios	-.121	1,000	<b>0.00</b>	317.00	683.00	32%
Communications-Phone	-.124	615	<b>50.00</b>	574.66	40.34	93%
Housekeeping	-.141	1,900	<b>44.38</b>	806.27	1,093.73	42%
Insurance-Prop/Liability	-.151	2,500	<b>0.00</b>	2,500.00	-	100%
Insurance-Workers Comp	-.153	17,038	<b>8,260.00</b>	16,519.81	518.19	97%
Maintenance-Apparatus	-.181	2,900	<b>0.00</b>	773.22	2,126.78	27%
Professional Services	-.271	2,200	<b>0.00</b>	2,000.00	200.00	91%
Small Tools-Hose/SCBA	-.402	500	<b>0.00</b>	60.23	439.77	12%
Special District Expense	-.411	700	<b>6.00</b>	42.00	658.00	6%
SDE--Health Maintenance	-.412	1,500	<b>0.00</b>	588.95	911.05	39%
Training	-.422	4,000	<b>0.00</b>	251.45	3,748.55	6%
Travel/Education	-.478	2,700	<b>0.00</b>	0.00	2,700.00	0%
Transportation Fuel	-.480	6,500	<b>454.08</b>	3,877.28	2,622.72	60%
<b>SPECIAL TAX HANDLING FEE</b>	<b>5411</b>	3,622	<b>0.00</b>	1,810.73	1,811.27	50%
<b>Engine Paramedic Program Totals</b>		<b>591,039</b>	<b>57,090.26</b>	<b>332,867.35</b>	<b>258,171.65</b>	<b>56%</b>

## CHECKS ISSUED LISTING - JAN 2021    ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.2.001: SALARIES</b>			
16658, 16731	Payroll / Statutory Elective Withholding		22,911.93
16658, 16731	Paychex Fee	Employer Cost	102.89
1079455, 1080022	PARS	Employee Withholding	0.00
16659, 16732	EPFF Local #3581 CalPERS	dues and meals withholding employee/employer	450.00
<b>5001.2.050: RETIREMENT (PERS)</b>			
	PERS	employer portion	
<b>5001.2.055: GROUP INSURANCE</b>			
16658, 16731	Supplemental Life Premium Withholding		-35.00
1095388	FDAC-EBA	vision/dental/life premium	394.50
1095390	SDRMA-Employee Benefit Service - medical premium		5,762.85
1095391	Sterling HSA - deposit to employees accounts HSA-compatible insu		6,847.44
<b>5001.2.062: UNIFORM ALLOWANCE</b>			
16658, 16731	Employees/Statutory Withholding		566.67
<b>5111.2.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.2.115: SAFETY EQUIPMENT</b>			<i>none issued</i>
<b>5111.2.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>
<b>5111.2.124: COMMUNICATIONS: TELEPHONE</b>			
1095712	Comcast Cable - Sta1	portion internet/phone	\$50.00
	Verizon Wireless	cell phone service	
<b>5111.2.131: FOOD/FIRE LINE MEALS</b>			<i>none issued</i>
<b>5111.2.141: HOUSEHOLD EXPENSE</b>			
1095202	AmeriPride	towel service	44.38
<b>5111.2.151: INSURANCE: PROPERTY/LIABILITY</b>			<i>none issued</i>
<b>5111.2.153: INSURANCE: WORKER'S COMPENSATION</b>			
1095212	SDRMA	balance due on annual premium	8,260.00

## CHECKS ISSUED LISTING - JAN 2021    ENGINE PARAMEDIC

<b>5111.2.181: MAINTENANCE: APPARATUS</b>	<i>none issued</i>
<b>5111.2.201: BUILDING &amp; GROUNDS MAINTENANCE</b>	<i>none issued</i>
<b>5111.2.271: PROFESSIONAL SERVICES</b>	<i>none issued</i>
<b>5111.2.402: SMALL TOOLS - Hose/SCBA</b>	<i>none issued</i>
<b>5111.2.411: SPECIAL DISTRICT EXPENSE</b>	
1095213 US Bank/SAMBA	EPN 6.00
<b>5111.2.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE</b>	<i>none issued</i>
<b>5111.2.413: SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE</b>	<i>none issued</i>
<b>5111.2.422: TRAINING</b>	<i>none issued</i>
<b>5111.2.478: TRAVEL/EDUCATION/TRAINING</b>	<i>none issued</i>
<b>5111.2.480: TRANSPORTATION FUEL</b>	
19089, 19171 Hunt & Sons Inc.	fuel 454.08
<b>5411 P: SPECIAL TAX HANDLING FEE</b>	<i>none issued</i>



## STATION 3 A ACCOUNT SUMMARY SHEET - Jan 2021

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-001	1,249,643	115,388.19	815,057.43	434,585.57	65%
Retirement	-050	251,922	21,498.17	144,794.27	107,127.73	57%
Group Insurance	-055	346,315	38,966.37	210,449.54	135,865.46	61%
Uniform Allowance	-062	6,000	2,758.00	5,188.00	812.00	86%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-.111	15,000	0.00	6,121.94	8,878.06	41%
Safety Equipment	-.115	2,250	506.76	924.90	1,325.10	41%
Communications-Radios	-.121	4,500	0.00	922.29	3,577.71	20%
Communications-Phone	-.124	3,575	266.67	2,402.58	1,172.42	67%
Food - Fire Line Meals	-.131	400	0.00	100.55	299.45	25%
Housekeeping	-.141	6,000	262.52	2,679.49	3,320.51	45%
Insurance-Prop/Liability	-.151	13,000	0.00	13,000.00	-	100%
Insurance-Workers Comp	-.153	53,267	25,415.00	50,829.80	2,437.20	95%
Maintenance-Ambulances	-.183	31,250	0.00	4,873.40	26,376.60	16%
Building Maintenance	-.201	5,000	0.00	818.79	4,181.21	16%
Emergency Care/Rescue	-.211	43,080	3,489.73	17,201.28	25,878.72	40%
Memberships	-.221	150	0.00	150.00	-	100%
Office Expense	-.241	4,800	0.00	456.66	4,343.34	10%
Office Expense - Copies	-.245	150	0.00	131.85	18.15	88%
Professional Services	-.271	59,640	10,047.01	34,235.61	25,404.39	57%
Small Tools/FF Equipment	-.401	7,050	1,904.76	3,685.48	3,364.52	52%
Special District Expense	-.411	8,800	80.00	2,735.75	6,064.25	31%
SDE--Health Maintenance	-.412	3,100	0.00	4,258.37	(1,158.37)	137%
SDE--Administrative Fee	-.413	3,800	0.00	0.00	3,800.00	0%
Training	-.422	12,000	1,586.00	2,262.45	9,737.55	19%
Travel/Education	-.478	4,500	0.00	505.22	3,994.78	11%
Transportation Fuel	-.480	18,000	1,304.68	10,898.96	7,101.04	61%
Utilities - Water/Sewer	-.501	1,200	243.90	968.29	231.71	81%
Utilities - Electrical	-.504	1,900	188.20	1,160.06	739.94	61%
Utilities - Propane	-.505	5,000	685.22	1,134.30	3,865.70	23%
<b>SPECIAL TAX HANDLING FEE</b>	<b>5411</b>	21,476		10,736.65	10,739.35	50%
<b>REFUND OVERPAYMENT</b>	<b>5612</b>	20,747	3,908.30	3,908.30	16,838.70	19%
<b>FIXED ASSETS</b>						
Building Fund: Structures	5640	-	0.00	0.00	-	
Equipment	5701	300,399	0.00	255,983.16	44,415.84	
<b>Fire Operation Fund Totals</b>		2,503,914	228,499.48	1,608,575.37	895,338.63	64%

## CHECKS ISSUED LISTING - JAN 2021    STATION 3 Ambulance

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.3.001: SALARIES</b>			
16658, 16731	Payroll / Statutory Elective Withholding		102,514.23
16658, 16731	Paychex Fee	Employer Cost	525.81
1079455, 1080022	PARS	Employee Withholding	0.00
16659, 16732	EPFF Local #3581	dues and meals withholding	2,250.00
	CalPERS	employee/employer	
<b>5001.3.050: RETIREMENT (PERS)</b>			
	PERS	employer portion	
<b>5001.3.055: GROUP INSURANCE</b>			
16658, 16731	Supplemental Life Premium Withholding		-187.00
1095388	FDAC-EBA	vision/dental/life premium	2,077.49
1095390	SDRMA-Employee Benefit Service - medical premium		27,336.20
1095391	Sterling HSA - deposit to employees accounts HSA-compatible insu		9,739.68
<b>5001.3.062: UNIFORM ALLOWANCE</b>			
16658, 16731	Employees/Statutory Withholding		2,400.00
<b>5111.3.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.3.115: SAFETY EQUIPMENT</b>			
1095719	L N Curtis	gloves, case, pack, bag	506.76
<b>5111.3.121: COMMUNICATIONS: RADIOS</b>			
1080372	Columbia Communications	antennae for new ambulance	125.49
1080388	UPS	ship radios for new ambulance	41.67
<b>5111.3.124: COMMUNICATIONS: TELEPHONE</b>			
1095207	Comcast	Sta. 3 monthly service	264.02
1095206	Verizon Wireless	cell phone service	2.65
<b>5111.3.131: FOOD/FIRE LINE MEALS</b>			<i>none issued</i>
<b>5111.3.141: HOUSEHOLD EXPENSE</b>			
1095202	AmeriPride	towel service	66.57
1095203	Arnold Auto Supply Inc	brrushes, absorber cloths	64.31
1095204	Bryn Buhler	reimburse organizer	28.38
1095208	Ebbetts Pass Lumber	cleaner, lights	25.10

## CHECKS ISSUED LISTING - JAN 2021 STATION 3 Ambulance

1094340 CA Waste Recovery Systems	trash removal	78.16
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**5111.3.151: INSURANCE: PROPERTY/LIABILITY** *none issued*

**5111.3.153: INSURANCE: WORKER'S COMPENSATION**

1095212 SDRMA	balance due on annual premium	25,415.00
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**5111.3.183: MAINTENANCE: AMBULANCES** *none issued*

**5111.3.201: BUILDING & GROUNDS MAINTENANCE** *none issued*

**5111.3.211: EMERGENCY CARE**

1095708 Airgas	oxygen	430.64
1095209, 1095718 Life Assist Inc	medical supplies	2,731.10
1095726 Zoll Medical Corp	thermal paper, adult sensor	327.99

**5111.3.221: MEMBERSHIPS/SUBSCRIPTIONS** *none issued*

**5111.3.241: OFFICE EXPENSE** *none issued*

**5111.3.245: OFFICE EXPENSE: COPIES** *none issued*

**5111.3.271: PROFESSIONAL SERVICES**

1094347 Nicholson & Olson	preparation of State Cont Report	250.00
1095210 Mountain-Valley EMS Agency	oversight/monitor fee	1,035.75
1095713 Elinor Hall MPH	IGT consultation	3,125.00
JE CalCo Sheriff's Office	ambulance dispatch fee (3 mos)	5,636.26

**5111.3.401: SMALL TOOLS/FF EQUIPMENT**

1095719 L N Curtis	Covid cartridge filter	1,179.75
1095726 Zoll Medical Corporation	adult reusable sensor	725.01

**5111.3.411: SPECIAL DISTRICT EXPENSE**

JE Cal Co Sheriff's Office	livescan rolling fee (2)	56.00
1095213 US Bank/SAMBA	EPN	24.00

**5111.3.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE** *none issued*

**5111.3.413: SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE** *none issued*

## CHECKS ISSUED LISTING - JAN 2021 STATION 3 Ambulance

### 5111.3.422: TRAINING

1095210, 1095722 Mountain-Valley EMS Agency	EMT recerts	261.00
1095716 W. Koelzow	reimb medic license renewal	200.00
1095717 Eric Lewis	teach ITLS refresher	1,125.00

### 5111.3.478: TRAVEL/EDUCATION/TRAINING

*none issued*

### 5111.3.480: TRANSPORTATION FUEL

19089, 19171 Hunt & Sons Inc.	fuel	1,078.58
1079918 EPFD: WEX Bank	fuel	177.60
1095213 US Bank	fuel	48.50

### 5111.3.501: UTILITIES: WATER/SEWER

1095205 CCWD	water/sewer	243.90
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### 5111.3.504: UTILITIES: ELECTRICITY

JE CPPA	electricity	188.20
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### 5111.3.505: UTILITIES: PROPANE

1095721 Ebbetts Pass Gas Service	propane	685.22
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### 5411 A: SPECIAL TAX HANDLING FEE

*none issued*

### 5640 A: STRUCTURES

*none issued*

### 5701 A: EQUIPMENT

*none issued*

### 5612 A: REFUNDS

19170 Dept of Health Care Service	GEMT QAF 2020 Qtr 1	3908.3
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## Mike Johnson

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**From:** Cheryl Howard <epfd@epfd.org>  
**Sent:** Tuesday, February 9, 2021 5:31 PM  
**To:** firechief@epfd.org  
**Subject:** on NextDoor



**Marjorie Ramirez**

Blue Lake Springs • 1 day ago

...

**Outstanding Fire Service.** Just want to give a shout out to EPFD and CalFire for the great service they gave us Saturday afternoon. Arrived to our condo to find all 4 smoke alarms beeping (not alarming). Called EPFD and left messages. After an hour, we called CalFire because even though there was no smoke, we feared CO2 poisoning. We are 81 and 74, so we take our vulnerability serious. CalFire called EPFD (who were out on a call) and said they'd be by sometime before bedtime so we could sleep. Special thanks to Captain Pete Ryan and his crew. They replaced the batteries on all 4 alarms quickly and COVID19 safely. They even sang me happy birthday when I mentioned this Thursday is my birthday. We are here every other week for a week so we consider ourselves almost full-timers. For health reasons, we have to keep our home in Stockton or we would be full-timers. Anyway, what a blessed community this is and if we were 20 years younger, we'd be here full time.

Posted in **Recommendations to Anyone**

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  33

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
**EBBETTS PASS FIRE PROTECTION DISTRICT**

RESOLUTION No. 2021-1

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE  
AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN  
CONNECTION WITH THE ACQUISITION OF A FIRE TRUCK**

WHEREAS, the Ebbetts Pass Fire Protection District (the "District") is a special district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of 800,000.00 for the acquisition of a Fire Truck (the "Equipment"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective ten-year installment sale financing arrangement at a 2.75% interest rate and attached hereto as Exhibit A;

NOW, THEREFORE, it is resolved by the Board of Directors of the Ebbetts Pass Fire Protection District as follows:

SECTION 1. Installment Sale Agreement. The President of the Board of Directors, the District Manager or a designee in writing (each, an "Authorized Officer") is hereby authorized to enter into an Installment Sale Agreement (the "Installment Sale") with the Corporation to finance the Equipment, subject to approval as to form by the District's legal counsel.

SECTION 2. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the Authorized Officer, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Installment Sale.

SECTION 3. Other Actions. The Authorized Officer and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Installment Sale. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Installment Sale is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Installment Sale is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 5. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved: \_\_\_\_\_  
President of the Board

Attest: \_\_\_\_\_  
Secretary of the Board

# Exhibit A

Payments: Annually in arrears

10 Years

2.75%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$92,591.78	\$70,591.78	22,000.00	
2		92,591.78	72,533.05	20,058.73	
3		92,591.78	74,527.71	18,064.07	
4		92,591.78	76,577.22	16,014.56	
5		92,591.78	78,683.10	13,908.68	431,358.01
6		92,591.78	80,846.88	11,744.90	349,702.66
7		92,591.78	83,070.17	9,521.61	265,801.79
8		92,591.78	85,354.60	7,237.18	179,593.64
9		92,591.78	87,701.85	4,889.93	91,014.78
10		92,591.78	90,113.64	2,478.14	0.00
TOTALS:		<u>\$925,917.80</u>	<u>\$800,000.00</u>	<u>\$125,917.80</u>	



## **DOCUMENTATION INSTRUCTIONS AND REFERENCE**

The following documents represent the complete documentation package:

1. Installment Sale Agreement and Exhibits
2. Assignment of Installment Sale and Acknowledgment of Assignment
3. Certificate of the District
4. Incumbency and Signature Certificate
5. Certificate of Acceptance (executed upon final acceptance of Property)

All of the above documents shall be executed with original signatures on one-sided paper. The signatory should be the officer(s) referenced in the resolution.

In addition to the above documents, the following additional items are required:

**Resolution**                      Please send an original or certified copy of the resolution adopted by the governing body.

**Legal Opinion**                Please forward the documentation to your counsel for legal review and the issuance of a legal opinion like the sample provided. The legal opinion should be on the counsel's letterhead and bear an original signature.

**Insurance**                      Please fill out the Insurance Authorization Letter and send to your insurance agent requesting the issuance of insurance certificates.

**8038-G Form**                  Please sign and date on second page. MFC will complete and file the form upon funding.

**Please advise the vehicle dealer to register the vehicle(s) as follows:**

### **Lienholder**

**Westamerica Bank**  
**P.O. Box 1190**  
**Suisun City, CA 94585**

**Please request the vehicle dealer to send MFC a copy of the registration application.**

## INSTALLMENT SALE AGREEMENT 21-000

This INSTALLMENT SALE AGREEMENT dated as of January 28, 2021 (this "Installment Sale") is by and between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and existing under the laws of the State of California (the "Corporation") as seller and EBBETTS PASS FIRE PROTECTION DISTRICT, a public agency duly organized and existing under the laws of the State of California (the "District") as purchaser.

### RECITALS:

WHEREAS, the District deems it essential for the District to acquire the property described herein for its own public purposes; and

WHEREAS, it is intended that this Installment Sale be treated as a tax-exempt obligation of the District for federal income tax purposes; and

WHEREAS, the District and the Corporation agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Installment Sale and the bargain of both parties hereto.

### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Sale. The Corporation hereby sells to the District, and the District hereby purchases from the Corporation all property (the "Property") described in Exhibit A and made a part hereof. Hereinafter, reference to the Corporation means the Corporation and the Corporation's assigns for those rights, interests and obligations that may be assigned by the Corporation.

SECTION 2. Term. The terms and conditions of this Installment Sale shall become effective upon the authorized execution of this Installment Sale by the parties hereto. The installment term of the Property purchased hereunder commences and terminates on the dates specified in Exhibit B unless the term of this Installment Sale is extended as provided in this Section. If on the scheduled date of termination of this Installment Sale the Installment Payments shall not be fully paid, or provision therefor made, then the term of this Installment Sale shall be extended until the date upon which all such Installment Payments shall be fully paid.

SECTION 3A. Representations and Warranties of the District. The District represents and warrants to the Corporation that:

(a) The District is a public agency and political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Installment Sale and to perform all of its obligations hereunder.

(b) The District's governing body has duly authorized the execution and delivery of this Installment Sale and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party or by which it or its property is bound.

(d) There is no pending or, to the knowledge of the District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the District to perform its obligations under this Installment Sale.

(e) The District has complied with all public bidding laws or provisions of the California Public Contract Code applicable to the acquisition of the Property purchased hereunder.

(f) The Property being purchased is essential to the District in the performance of its governmental functions and its estimated useful life to the District exceeds the term of this Installment Sale.

(g) Within two hundred seventy (270) days of the end of each fiscal year of the District during the term hereof, the District shall provide the Corporation with a copy of its audited financial statements for such fiscal year.

SECTION 3B. Budget and Appropriation. The District shall take such action as may be necessary to include all Installment Payments in its annual budget and annually to appropriate an amount necessary to make such Installment Payments. During the term of this Installment Sale, the District will furnish to the Corporation, if so requested, copies of each proposed budget of the District within thirty (30) days after it is filed and of each final budget of the District within thirty (30) days after it is printed. The covenants on the part of the District shall be deemed and construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Installment Sale agreed to be carried out and performed by the District.

SECTION 4.       Representations and Warranties of the Corporation.  
The Corporation represents and warrants to the District that:

(a) The Corporation is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) The Corporation has full power, authority and legal right to enter into and perform its obligations under this Installment Sale, and the execution, delivery and performance of this Installment Sale have been duly authorized by all necessary corporate actions on the part of the Corporation and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Corporation, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Corporation to perform its obligations under this Installment Sale.

(e) The Corporation is entering into this Loan Agreement with the District as an arm's length commercial transaction and is not acting in the capacity of a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and the related final rules, or otherwise serving as an agent or fiduciary of the District.

SECTION 5.       Property Acquisition. The Corporation hereby appoints the District as its purchasing agent to acquire the Property purchased hereunder and the District hereby accepts said appointment (hereinafter, the "Agency"). The Agency is limited to i) negotiation of terms, conditions and acquisition cost of acquiring the Property from suppliers and contractors (collectively, the "Supplier") selected by the District; ii) to the inspection and acceptance of the Property upon its delivery and installation; and iii) to the exercise of any rights or remedies with respect to Property warranties or guarantees. All warranties and guarantees, either express or implied, that inure to the Corporation by virtue of the Agency are hereby passed through to the District to prosecute at the District's sole discretion.

SECTION 6.       Installment Sale Proceeds. Moneys available to pay Property costs are defined as the "Installment Sale Proceeds". Disbursement of Installment Sale Proceeds to pay Property costs can be made either directly to the Supplier or to the District as a reimbursement of its prior expenditures for Property costs. The District

shall deliver to the Corporation a disbursement authorization form along with the Supplier invoices and required reconciliation documents prior to the Corporation making a disbursement to the Supplier or a reimbursement to the District. The date of disbursement of Installment Sale Proceeds is hereby defined as the "Installment Sale Issuance Date."

SECTION 7. Installment Payments. THE DISTRICT SHALL PAY TO THE CORPORATION, AS THE PURCHASE PRICE OF THE PROPERTY, INSTALLMENT PAYMENTS (the "Installment Payments") IN THE AMOUNTS AND AT THE TIMES SET FORTH IN EXHIBIT B, AT THE OFFICE OF THE CORPORATION OR TO SUCH OTHER PERSON OR AT SUCH OTHER PLACE AS THE CORPORATION MAY FROM TIME TO TIME DESIGNATE IN WRITING. Should the District fail to pay any part of the Installment Payments herein within fifteen (15) days from the due date thereof, the District shall upon the Corporation's written request, pay interest on such delinquent Installment Payment from the date said Installment Payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whatever is less. The District shall pay Installment Payments exclusively from legally available funds, in lawful money of the United States of America, to the Corporation. The obligation of the District to pay Installment Payments hereunder shall be absolute and unconditional in all events, and will not be subject to set-off, defense, abatement, reduction, counterclaim, or recoupment for any reason whatsoever.

SECTION 8. Security Interest. As security for the payment of all of the District's obligations hereunder, the District hereby grants the Corporation, its successors or assigns, a security interest in the Property, its accessions and attachments thereto and replacements thereof and substitutions therefor and all proceeds and products of any of the foregoing. The District agrees to execute such additional documents, including financing statements, which the Corporation deems necessary or appropriate to establish and maintain the Corporation's security interest.

SECTION 9. Use. The District shall use the Property in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations in anyway relating to the possession, use, or maintenance of the Property.

SECTION 10. Acceptance. The District shall acknowledge receipt, inspection and acceptance of the Property by executing a "Certificate of Acceptance".

SECTION 11. Corporation's Inspection. Upon forty-eight (48) hours prior notice, the Corporation shall at any and all times during normal business hours have the right to enter into and upon the District's premises where the Property is located for the purpose of inspecting the same or observing its use. The District shall give the

Corporation immediate notice of any attachment or other judicial process affecting the Property.

SECTION 12. Property Selection and Ordering. The District has selected or will select the type and quantity of the Property purchased hereunder. The Corporation shall not be liable for, nor shall the validity, enforceability or effectiveness of this Installment Sale be affected by, any delay in or failure of delivery of the Property. The District acknowledges that it is solely responsible for determining the suitability of the Property for its intended use. The Corporation shall have no duty to inspect the Property. If the Property is not properly installed, does not operate as represented or warranted by the Supplier, or is unsatisfactory for any reason, the District shall make any claim on account thereof solely against the Supplier. The District hereby assumes the risks, burdens and obligations to the Supplier on account of nonacceptance of the Property.

SECTION 13. Disclaimer of Warranty. THE CORPORATION NOT BEING THE MANUFACTURER OR SUPPLIER OF THE PROPERTY NOR A DEALER IN SIMILAR PROPERTY, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, DURABILITY, FITNESS FOR USE, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY IN ANY RESPECT, AND AS BETWEEN CORPORATION AND THE DISTRICT, ALL PROPERTY SHALL BE ACCEPTED AND PURCHASED BY THE DISTRICT "WHERE IS," "AS IS," AND "WITH ALL FAULTS," AND THE CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN. THE DISTRICT AGREES TO SETTLE DIRECTLY SUCH CLAIMS WITH THE SUPPLIER AND WILL NOT ASSERT ANY SUCH CLAIMS AGAINST THE CORPORATION.

SECTION 14. Alterations and Attachments. All additions and improvements that are made to the Property shall belong to and become the property of the District and part of the Property subject to the security interest of the Corporation except that separately identifiable attachments added to the Property by the District may remain the property of the District and not subject to this Installment Sale as long as (i) the attachment is paid for in full by the District and (ii) the District agrees to remove the attachment and restore the Property to substantially as good condition as when received, normal wear and tear excepted, if and when the Property may be returned to the Corporation.

SECTION 15. Relocation. The District shall provide the Corporation prior written notice of its intent to relocate the Property. The District assumes all risks of loss to the Property attendant to its movement and relocation. The Property location shall be under the District's full control for its own governmental purpose.

SECTION 16. Maintenance and Repairs. The District, at its own cost and expense, shall furnish necessary labor and materials to maintain the Property in good repair, condition, and working order. The District's

obligations to maintain the Property does not relieve the Supplier of its responsibility to fully perform with respect to all applicable Property warranties and guarantees.

SECTION 17. Risk of Loss; Damage; Destruction. With the exception of acts resulting from intentional misconduct or gross negligence by the Corporation, its agents and representatives, the District hereby assumes and shall bear the entire risk of loss and damage to the Property from any and every cause whatsoever. No loss or damage to the Property or any part thereof shall impair any obligation of the District under this Installment Sale, which shall continue in full force and effect.

SECTION 18. Physical Damage/Public Liability Insurance. The District shall keep the Property insured, as nearly as practicable, against risk of loss or damage from any peril covered under an "all-risk" insurance policy for not less than the replacement value thereof, and the District shall carry public liability and property damage insurance covering the Property. All said insurance shall be in form and amount and with reputable companies and shall name the Corporation as an additional insured and loss payee. The District shall pay the premiums therefore and deliver certification of said policies to the Corporation. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the Corporation, that it will give the Corporation thirty (30) days' written notice before the policy or policies shall be altered or canceled. The proceeds of such insurance, at the option of the District, shall be applied: (a) toward the replacement, restoration, or repair of the Property, or (b) toward payment of the total remaining obligations of the District hereunder; provided, however, that the District shall be responsible for the amount by which such insurance proceeds are insufficient to satisfy the cost of option (a) or option (b) above, as applicable. Should the District replace, restore, or repair the Property as set out in option (a) above, this Installment Sale shall continue in full force and effect. The District may self-insure up to specified limits as evidenced by a certificate of self-insurance in form and amount acceptable to the Corporation. Any self-insurance program in which the District is a participant shall comply with the provisions under this Installment Sale respecting cancellation and modification and payment of losses to the Corporation as its respective interests may appear. Such self-insurance shall be maintained on a basis which is actuarially sound as established by the District's risk manager or an independent insurance consultant which determination shall be made annually. Any deficiency shall be corrected within sixty (60) days of the District becoming aware of such deficiency.

SECTION 19. Liens and Taxes. The District shall keep the Property free and clear of all levies, liens, and encumbrances and shall promptly pay all fees, assessments, charges, and taxes (municipal, state

and federal)), including personal property taxes, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Property, excluding, however, all taxes on or measured by the Corporation's income.

SECTION 20. Indemnity. Subject to California law concerning contribution and enforceability of indemnifications, the District shall indemnify the Corporation against and hold the Corporation harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from the selection, possession, use, operation, or return of the Property excepting that the District shall not be required to indemnify the Corporation in the event that such liability or damages are caused by the gross negligence or intentional misconduct of the Corporation, its agents or representatives.

SECTION 21. Events of Default. The term "Event of Default", as used in this Installment Sale, means the occurrence of any one or more of the following events: (a) the District fails to make any Installment Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by the Corporation; (b) the Corporation discovers that any statement, representation or warranty made by the District in this Installment Sale or in any document ever delivered by the District pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (c) the District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. Remedies. Upon the District's failure to cure an Event of Default within ten (10) days after the Corporation's written notice thereof, the District's rights under this Installment Sale shall terminate and the Corporation will become entitled to retain all Installment Payments previously paid and to declare the principal component of all remaining Installment Payments, together with accrued interest at the rate specified in Exhibit B from the immediately preceding Installment Payment date upon which payment was made, to be immediately due and payable, whereupon the same shall become due and payable. The Corporation may also pursue all of its available remedies at law and in equity including, but not limited to, the repossession and sale of the Property. No right or remedy conferred upon the Corporation is exclusive of any other right or remedy, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter



existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

SECTION 23. Non-Waiver. No covenant or condition to be performed by the District under this Installment Sale can be waived except by the written consent of the Corporation. Forbearance or indulgence by the Corporation in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by the District of said covenant or condition is complete, the Corporation shall be entitled to invoke any remedy available to the Corporation under this Installment Sale or by law or in equity despite said forbearance or indulgence.

SECTION 24. Assignment. The District shall not (a) assign, transfer, pledge, or hypothecate this Installment Sale, the Property, or any part thereof, or any interest therein, or (b) lease or lend the Property or any part thereof except with the prior written consent of the Corporation which, in the case of leasing, shall not be unreasonably withheld; provided such leasing shall not affect the tax-exempt status of the interest components of the Installment Payments payable by the District hereunder. No such pledge, assignment, lease or any other transfer shall in any event affect or reduce the obligation of the District to make the Installment Payments due hereunder. Consent to any of the foregoing acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Corporation shall not assign its obligations under this Installment Sale with the exception of its obligation to issue default notices and its obligations pursuant to Section 28. The Corporation may assign its right, title and interest in this Installment Sale, the Installment Payments and other amounts due hereunder and the Property in whole or in part to one or more assignees or subassignees at any time, without the consent of the District. Any such assignment by the Corporation or its assigns shall comply with the requirements of Sections 5950-5955 of the California Government Code. No such assignment shall be effective as against the District unless and until the Corporation shall have filed with the District a copy of such assignment or written notice thereof. The District shall pay all Installment Payments hereunder pursuant to the direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the District. During this Installment Sale term, the District shall keep a complete and accurate record of all such assignments or notices of assignment. Subject to the foregoing, this Installment Sale inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

SECTION 25. Ownership. The Property is and shall at all times be and remain the sole and exclusive property of the District, subject to the security interest of the Corporation. The Corporation shall take all actions necessary to insure that legal title to the Property being

acquired by the District hereunder, whether by the District or by a third party acting on behalf of the District, is vested in the District.

SECTION 26. Personal Property. The Property is and shall at all times be and remain personal property notwithstanding that the Property or any part thereof may now be or hereafter become in any manner affixed or attached to or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

SECTION 27. Prepayment Option. If the District is not in default of any term, condition or payment specified hereunder, the District may exercise options to prepay this Installment Sale for not less than all of the Property in "as-is" and "where-is" condition on the specified dates and for the specified amounts set forth in Exhibit B. Each prepayment option payment specified for a particular date is in addition to the Installment Payment due on the same date.

SECTION 28. Release of Liens. Upon the District either making all of the Installment Payments scheduled herein or making a prepayment option payment, the Corporation, its successors or assigns shall cause the release of all liens, encumbrances or security interests on the Property created pursuant to the Corporation's rights under this Installment Sale.

SECTION 29. Tax Covenants.

(a) Generally. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The District shall assure that the Installment Sale Proceeds are not so used as to cause this Installment Sale to satisfy the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or the private loan financing test of Section 141(c) of the Code.

(c) No Arbitrage. The District will not take any action or omit to take any action which action or omission, if reasonably expected on the date of this Installment Sale, would have caused this Installment Sale to be an "arbitrage bond" within the meaning of Section 148(a) of the Code of the Internal Revenue Code of 1986 (as amended) (the "Code").

(d) Federal Guarantee Prohibition. The Installment Payments are not directly guaranteed or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality of the United States so

as to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Reimbursement Regulations. The Installment Sale Proceeds used for reimbursement of prior expenditures will be made pursuant to and in compliance with Income Tax Regulations Section 1.150-2.

(f) Bank Qualified. The District hereby designates this Installment Sale for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Installment Sale, has been or will be issued by the District, including all subordinate entities of the District, during calendar year 2019.

SECTION 30. Extraordinary Costs. In the case of litigation, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees (which may be the allocable cost of in-house counsel), incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

SECTION 31. Severability. If any provision of this Installment Sale shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Installment Sale, unless elimination of such provision materially alters the rights and obligations embodied in this Installment Sale.

SECTION 32. Entire Agreement. This Installment Sale and any agreements that specifically refer to this Installment Sale that are duly executed by authorized agents of the parties hereto constitute the entire agreement between the Corporation and the District, and it shall not be further amended, altered, or changed except by a written agreement that is properly authorized and executed by the parties hereto.

SECTION 33. Notices. Service of all notices under this Installment Sale shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

SECTION 34. Titles. The titles to the Sections of this Installment Sale are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 35 Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the Property hereby purchased or intended so to be or for carrying out the expressed intention of this Installment Sale.

SECTION 36. Execution in Counterparts. This Installment Sale may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

SECTION 37. Time. Time is of the essence in this Installment Sale and each and all of its provisions.

SECTION 38. Agreement Interpretation. This Installment Sale and the rights of the parties hereunder shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their authorized agents to execute this Installment Sale on the dates specified below.

MUNICIPAL FINANCE CORPORATION  
2945 Townsgate Road, Suite 200  
Westlake Village, CA 91361

EBBETTS PASS FIRE PROTECTION  
DISTRICT  
1037 Blagen Road, P.O. Box 66  
Arnold, CA 95223

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT A  
PROPERTY DESCRIPTION

One (1) Pierce Velocity PUC Pumper

EXHIBIT B  
INSTALLMENT PAYMENT SCHEDULE

Payments: Annually in arrears                      10 Years                      2.75%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$92,591.78	\$70,591.78	22,000.00	
2		92,591.78	72,533.05	20,058.73	
3		92,591.78	74,527.71	18,064.07	
4		92,591.78	76,577.22	16,014.56	
5		92,591.78	78,683.10	13,908.68	431,358.01
6		92,591.78	80,846.88	11,744.90	349,702.66
7		92,591.78	83,070.17	9,521.61	265,801.79
8		92,591.78	85,354.60	7,237.18	179,593.64
9		92,591.78	87,701.85	4,889.93	91,014.78
10		92,591.78	90,113.64	2,478.14	0.00

TOTALS:                      \$925,917.80                      \$800,000.00                      \$125,917.80                      \_

MUNICIPAL FINANCE CORPORATION  
  
2945 Townsgate Road, Suite 200  
Westlake Village, CA 91361

EBBETTS PASS FIRE PROTECTION  
DISTRICT  
1037 Blagen Road, P.O. Box 66  
Arnold, CA 95223

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

ASSIGNMENT OF INSTALLMENT SALE AGREEMENT 21-000

FOR VALUE RECEIVED, MUNICIPAL FINANCE CORPORATION (the "Corporation") as assignor without recourse does hereby sell, assign, and transfer to Westamerica Bank (the "Assignee") as assignee and its successors and assigns (i) all of its right, title and interest in and to the Installment Sale Agreement 21-000 dated as of January 28, 2021 between the Corporation as seller and EBBETTS PASS FIRE PROTECTION DISTRICT (the "District") as purchaser (hereinafter said agreement and any supplements, amendments, additions thereof and any extension or renewals thereof is referred to as the "Installment Sale") and (ii) all moneys, sums and amounts now due or hereinafter to become due under the Installment Sale.

The Corporation represents and warrants that it has made no prior sale or assignment of any interest covered hereby; that the Installment Sale is genuine and in all respects is what it purports to be; that the Assignee shall not be liable for and does not assume responsibility for the performance of any of the covenants, agreements, or obligations specified in the Installment Sale to be kept, paid or performed by the Corporation with exception of the Assignee's obligation to issue notices upon the District's default of the Installment Sale. The Corporation further represents and warrants that as of the date this assignment is made, the Installment Sale is in full force and effect, has not been amended except as set forth in instrument delivered to the Assignee and the District is not in default of any terms thereunder.

The Corporation hereby constitutes and irrevocably appoints the Assignee the true and lawful attorney of the Corporation to demand, receive and endorse payments and to give receipts, releases and satisfactions either in the name of the Assignee or in the name of the Corporation in the same manner and with the same effect as the Corporation could do if this Assignment of Installment Sale Agreement had not been made. Within fifteen (15) days after receiving its full bargain with respect to the Installment Sale, the Assignee shall cause to be released to the District its vested interest in the Property thereto.

This Assignment of Installment Sale Agreement shall be construed and governed in accordance with the laws of the State of California. Any provision of this Assignment of Installment Sale Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment of Installment Sale Agreement.

This Assignment of Installment Sale Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns

IN WITNESS WHEREOF, the Corporation has caused this Assignment of Installment Sale Agreement to be executed by its duly authorized agent on the date specified below.

MUNICIPAL FINANCE CORPORATION

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ACKNOWLEDGEMENT OF ASSIGNMENT

The undersigned hereby acknowledges the assignment by MUNICIPAL FINANCE CORPORATION over to Westamerica Bank of that certain Installment Sale Agreement 21-000 dated as of January 28, 2021 (the "Installment Sale"), entered into between MUNICIPAL FINANCE CORPORATION as seller and the undersigned as the District.

With respect to the Installment Sale, the undersigned agrees to pay, commencing with the first scheduled Installment Payment, all installments and moneys due or to become due under said Installment Sale to Westamerica Bank, Fairfield Credit Administration, P.O. Box 1200, MAC A-1 B, Suisun City, CA 94585-1200, and further agrees it shall have no counterclaim or offset against installments due thereunder as to said Assignee and expressly further agrees that said Assignee shall not (except for the obligations specifically set forth in the foregoing Assignment of Installment Sale) be liable for any of the obligations of the seller under said Installment Sale.

IN WITNESS WHEREOF, the District has caused this Acknowledgment of Assignment to be executed by its authorized agent on the date specified below.

EBBETTS PASS FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



AUTHORIZATION TO DISBURSE 21-000

Pursuant to the terms of that certain Installment Sale Agreement 21-000 dated January 28, 2021 between MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller and EBBETTS PASS FIRE PROTECTION DISTRICT (the "District") as purchaser, the undersigned hereby authorizes the Corporation (or the Assignee) to disburse \$800,000.00 to Golden State Fire Apparatus (the "Supplier"). Attached herewith is the approved Supplier invoice in support of this request. Upon making this disbursement, the Corporation (or the Assignee) will have advanced the aggregate sum of \$800,000.00 in Installment Sale Proceeds.

EBBETTS PASS FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY CORPORATION

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE 21-000

This Certificate of Acceptance is issued pursuant to the Installment Sale Agreement 21-000 dated as of January 28, 2021 (the "Installment Sale") between EBBETTS PASS FIRE PROTECTION DISTRICT (the "District") as purchaser and MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller. The District hereby acknowledges as of the date specified below, the receipt, inspection and acceptance of the Property described on Exhibit A to the Installment Sale.

The District hereby certifies that the Property has been inspected, is now in the District's possession and is in good order and repair (subject to any undischarged vendor/contractor warranty obligations). The District further certifies that no event has occurred and is continuing which constitutes, or would constitute, an event of default but for any requirement of notice or lapse of time or both.

Property Acceptance Date: \_\_\_\_\_

IN WITNESS WHEREOF, the District's authorized agent confirms the Property acceptance date above by executing this Certificate of Acceptance.

EBBETTS PASS FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

CERTIFICATE OF THE DISTRICT 21-000

The undersigned, duly authorized representative of EBBETTS PASS FIRE PROTECTION DISTRICT (the "District") as purchaser under that Installment Sale Agreement 21-000 dated as of January 28, 2021 (the "Installment Sale") with Municipal Finance Corporation as seller, hereby certifies as follows:

1. I have been duly authorized to execute and deliver, on behalf of the District, the Installment Sale and related documents pursuant to a resolution adopted by the District's governing body, which resolution is in full force and effect and has not been amended, modified, supplemented or rescinded as of the date hereof.
2. The District has complied with all agreements and covenants and satisfied all conditions contemplated by the Installment Sale on its part to be performed or satisfied on or before the date hereof.
3. The representations, warranties and covenants of the District contained in the Installment Sale are true and correct in all material respects as of the date hereof, as if made on this date.
4. No litigation is pending or, to the best of my knowledge, threatened (either in state or federal courts) (a) to restrain or enjoin the issuance and delivery of the Installment Sale or the collection of revenues to be used to meet the District's obligations under the Installment Sale; (b) in any way contesting or affecting the authority for the execution or delivery of the Installment Sale, or the validity of the Installment Sale; (c) in any way contesting the existence or powers of the District, as such existence or powers in any way relate to the issuance of the Installment Sale or the District's obligations under the Installment Sale, or (d) could materially adversely affect the financial position of the District.
5. The Property being purchased pursuant to the Installment Sale is essential to the function of the District and is immediately needed by the District. Such need is neither temporary nor expected to diminish during the Installment Sale term. The Property is expected to be used by the District for a period in excess of the Installment Sale term.
6. The District's federal tax identification number is \_\_\_\_\_.

The meaning of the capitalized terms in this Certificate are the same as those provided in the Installment Sale.

EBBETTS PASS FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

INCUMBENCY AND SIGNATURE CERTIFICATE

I do hereby certify that I am the duly appointed and acting Secretary/Clerk of the EBBETTS PASS FIRE PROTECTION DISTRICT, a public agency validly existing under the Constitution and laws of the State of California (the "District"), and that, as of the date hereof, the individual named below is the duly appointed officer of the District holding the office set forth opposite his/her respective name. I further certify that (i) the signature set forth opposite his/her respective name and title is true and authentic and (ii) such officer has the authority on behalf of the District to enter into that certain Installment Sale Agreement 21-000 dated as of January 28, 2021, between the District and Municipal Finance Corporation, and all documents relating thereto.

Name

Title

Signature

\_\_\_\_\_

IN WITNESS WHEREOF, I have duly executed this certificate hereto  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary/Clerk

\*SAMPLE ONLY\*  
(PLEASE PREPARE ON COUNSEL'S LETTERHEAD  
AND FORWARD 1 ORIGINAL TO ADDRESSEE)

MUNICIPAL FINANCE CORPORATION  
2945 Townsgate Road, Suite 200  
Westlake Village, CA 91361

RE: Installment Sale Agreement 21-000 dated as of January 28, 2021 by and between MUNICIPAL FINANCE CORPORATION, (the "Corporation") as seller, and EBBETTS PASS FIRE PROTECTION DISTRICT (the "District") as purchaser.

Ladies and Gentlemen:

I have acted as counsel to the District with respect to the Installment Sale Agreement described above (the "Installment Sale") and in this capacity have reviewed a copy of the executed Installment Sale and related documents or exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. The District is a public agency and political subdivision of the State of California (the "State"), duly organized, existing and operating under the Constitution and laws of the State.

2. The District is authorized and has the power under applicable law to enter into the Installment Sale, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Installment Sale has been duly authorized, approved, executed and delivered by and on behalf of the District, and is a legal, valid and binding contract of the District enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditor's rights.

4. A resolution duly authorizing the execution and delivery of the Installment Sale and related documents was duly adopted by the governing body of the District on \_\_\_\_\_ and such resolution has not been amended or repealed and remains in full force and effect.

MUNICIPAL FINANCE CORPORATION

RE: Installment Sale Agreement 21-000 dated as of January 28, 2021 by and between MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller, and EBBETTS PASS FIRE PROTECTION DISTRICT (the "District") as purchaser.

(Date)

Page 2

5. There is no litigation, action, suit or proceeding pending or, to the best of my knowledge after due inquiry, threatened before any court, administrative agency, arbitrator or governmental body that challenges the authority of the District to enter into the Installment Sale or the ability of the District to perform its obligations under the Installment Sale and the transactions contemplated thereby.

This opinion may be relied upon by Municipal Finance Corporation, its successors and assigns.

Dated: \_\_\_\_\_ Very truly yours,

Please type name and title under signature.

INSURANCE AUTHORIZATION LETTER

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

RE: Installment Sale Agreement 21-000 dated January 28, 2021 between the undersigned as purchaser, and MUNICIPAL FINANCE CORPORATION as seller and Westamerica Bank as Assignee of seller.

The Insurance Requirements listed below are required to cover property described as follows:

All Property covered by Installment Sale Agreement 21-000

Evidence of insurance in the form of a binder or cover letter is acceptable until formal certificates can be issued. Mail this within five (5) working days to:

Westamerica Bank  
P.O. Box 1190  
Suisun City, CA 94585

I. BODILY INJURY AND PROPERTY DAMAGE:

- A. \$1,000,000 combined limits (primary plus umbrella) for Bodily Injury and Property Damage Coverage.
- B. Endorsement naming Assignee as an Additional Insured.
- C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
- D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment purchased from the Corporation."

II. PHYSICAL DAMAGE REQUIREMENTS:

- A. All Risk Coverage for not less than the total cost of \$832,270.50.
- B. Endorsement naming Assignee as Loss Payee.
- C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
- D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment purchased from the Corporation."

The District hereby authorizes you to provide the Corporation and Assignee with Certificates and Endorsements per the above.

EBBETTS PASS FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_



**California Special  
Districts Association**  
*Districts Stronger Together*

RECEIVED

FEB - 2 2021

RECEIVED  
Ebbetts Pass Fire District

FEB - 2 2021

RECEIVED

**DATE:** January 28, 2021

**TO:** CSDA Voting Member Presidents and General Managers

**FROM:** CSDA Elections and Bylaws Committee

**SUBJECT:** **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS  
SEAT A**

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The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2022 - 2024 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.  
(See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

**Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.  
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.  
(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.  
(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).



**Nomination Procedures:** Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 29, 2021. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814  
Fax: 916.442.7889  
E-mail: [amberp@csda.net](mailto:amberp@csda.net)

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021. The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

#### **Expiring Terms**

(See enclosed map for Network breakdown)

**Northern Network** Seat A – Ralph Emerson, GM, Garberville Sanitary District\*  
**Sierra Network** Seat A – Noelle Mattock, Director, El Dorado Hills Community Services District\*  
**Bay Area Network** Seat A – Chad Davisson, GM, Ironhouse Sanitary District\*  
**Central Network** Seat A – Vacant  
**Coastal Network** Seat A – Elaine Magner, Director, Pleasant Valley Recreation and Park District\*  
**Southern Network** Seat A – Jo MacKenzie, Director, Vista Irrigation District\*

**This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021.***

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail [Amberp@csda.net](mailto:Amberp@csda.net) by **March 29, 2021** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on May 28, 2021 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 16, 2021.

The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

(\* = Incumbent is running for re-election)

If you have any questions, please contact Amber Phelen at [amberp@csda.net](mailto:amberp@csda.net).



**California Special  
Districts Association**  
*Districts Stronger Together*

## 2021 BOARD OF DIRECTORS NOMINATION FORM

**Name of Candidate:** \_\_\_\_\_

**District:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Network:** \_\_\_\_\_ (see map)

**Telephone:** \_\_\_\_\_  
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Nominated by (optional):** \_\_\_\_\_

**Return this form and a Board resolution/minute action supporting the candidate  
and Candidate Information Sheet by mail or email to:**

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732

amberp@csda.net

***DEADLINE FOR RECEIVING NOMINATIONS – March 29, 2021***



**California Special  
Districts Association**  
*Districts Stronger Together*

## **2021 CSDA BOARD CANDIDATE INFORMATION SHEET**

The following information **MUST** accompany your nomination form and Resolution/minute order:

**Name:** \_\_\_\_\_

**District/Company:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Elected/Appointed/Staff:** \_\_\_\_\_

**Length of Service with District:** \_\_\_\_\_

- 1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

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- 2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

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- 3. List local government involvement (such as LAFCo, Association of Governments, etc.):**

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- 4. List civic organization involvement:**

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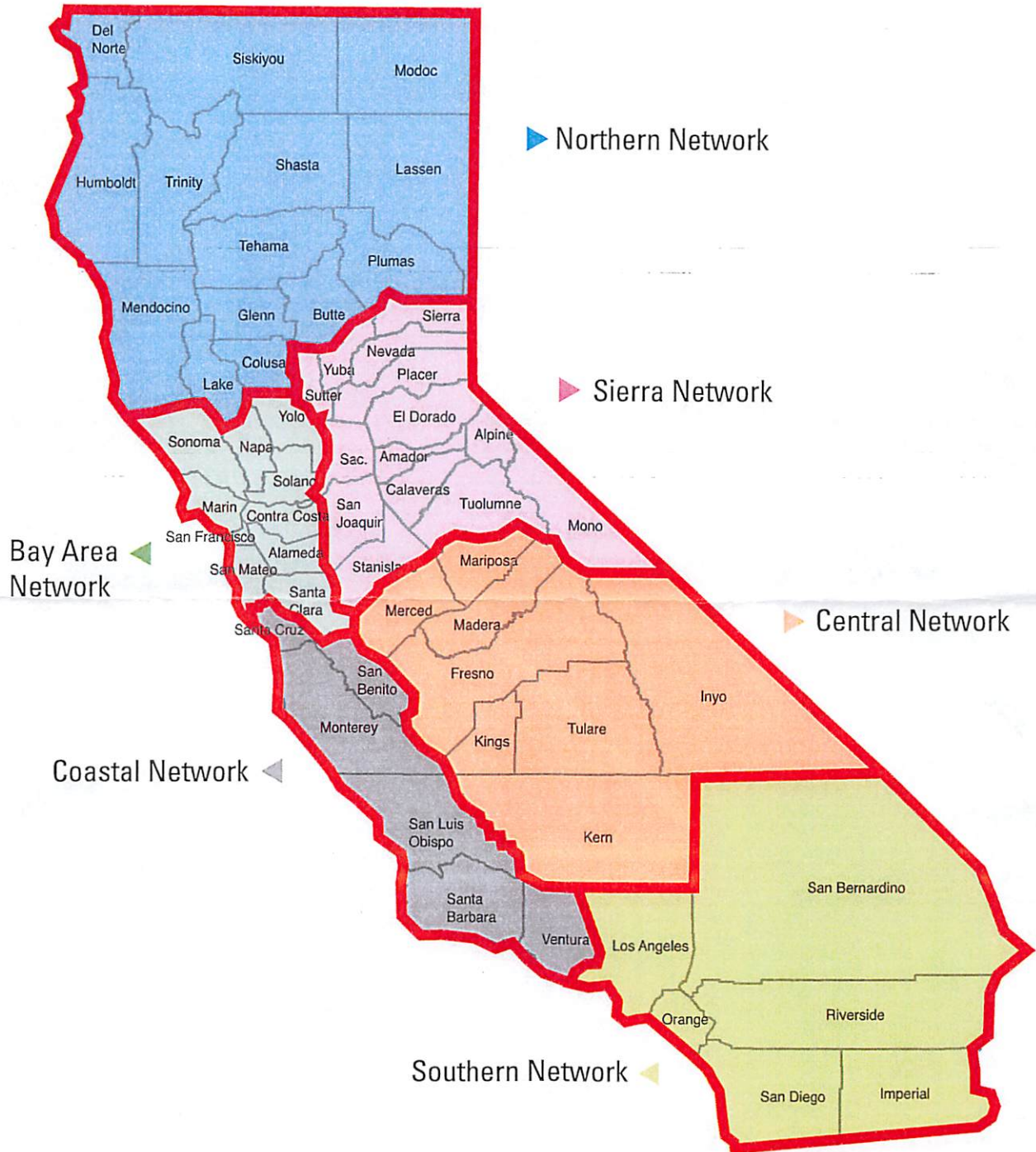
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**\*\*Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



California Special Districts Association

## DISTRICT NETWORKS





# Calaveras Local Agency Formation Commission

January 26, 2021

TO: All Independent **Special District Board Chairpersons**

FROM: John Benoit, Executive Officer

SUBJECT: **EXTENDED TIME Ballot for Independent Special District Representatives on LAFCO**

Dear Independent **Special District Board Chair**,

On November 16, 2020 a ballot was mailed and/or emailed to the 42 independent special districts in Calaveras County. To have a quorum of independent special districts, at least 50% must return a ballot to LAFCo, which means LAFCo must receive at least 21 returned votes. LAFCo received only 9 votes.

**Independent Special District Representatives to be seated on LAFCO are elected by the presiding officers (chair) of each Independent Special District, not the full Board of Directors.**

**VOTE for two:** The two persons receiving the most number of votes will be seated on LAFCO to the 4-year Independent Special District regular member term of office, and the person receiving the third most number of votes will receive the 4-year alternate seat. In the event of a tie, there will be a coin toss.

**Please vote for two.** Please be sure to sign, date and either mail your ballot to Calaveras LAFCO, c/o John Benoit, P.O. Box 2694, Granite Bay, California 95746 or by email to [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com). Ballots must be received by **April 1, 2021**. Any ballots received after that date or received unsigned will not be counted.

**If you have any questions, you may call me at (707) 592-7528 (cell) or (209) 754-6511, or email me at [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com).**

RECEIVED  
FEB - 1 2021  
Ebbetts Pass Fire District

Calaveras LAFCO, c/o John Benoit, P.O. Box 2694, Granite Bay, California 95746 or  
[j.benoit4@icloud.com](mailto:j.benoit4@icloud.com)

Committee on the Judiciary

January 16, 2011

All Republican Members of the Committee

John Banfil, Executive Director

SUBJECT: EXTENDED TIME TABLE for the Committee on the Judiciary  
Reorganization on 1/17/11

On 1/17/11, the Committee on the Judiciary held a meeting to discuss the reorganization of the Committee. The meeting was held in the Senate Chamber and was attended by the following members: Chairman, Vice Chairman, and all members of the Committee. The meeting was held in the Senate Chamber and was attended by the following members: Chairman, Vice Chairman, and all members of the Committee.

Independent Special Representatives to be  
appointed on 1/17/11 are elected to the Committee on the  
Judiciary of each independent Special Representative to be  
appointed on 1/17/11.

For each of the two persons receiving the least number of votes will be  
elected on 1/17/11 to the 4-year term. The first regular meeting  
will be held on 1/17/11 and the person receiving the third most number of votes will  
be elected on 1/17/11 to the 4-year term. In the event of a tie, the person

receiving the most votes for two persons will be elected on 1/17/11 to the 4-year term. The first regular meeting  
will be held on 1/17/11 and the person receiving the third most number of votes will  
be elected on 1/17/11 to the 4-year term. In the event of a tie, the person

If you have any questions, you may call me at (703) 555-3755 (ext. 1003).  
The staff of the Committee on the Judiciary is available to assist you.

Chairman of the Committee on the Judiciary, U.S. House of Representatives  
1003

**Calaveras Local Agency Formation Commission**

**\*\*\*\*Official Ballot\*\*\*\*  
Independent Special District Election**

January 26, 2021

**Instructions to Voters (District Presiding Officers or Chair)**

Indicate the **name of your district** in the space provided below:

\_\_\_\_\_

Name of the Board of Director's Presiding Officer (or) Chair:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

EMAIL address: \_\_\_\_\_

Place an **X** on the line before the name of the nominee you want to represent  
Independent Special Districts on the Local Agency Formation Commission: **Vote for**  
**two.**

_____ Tony Tyrell	Incumbent, Angels Camp Veterans Memorial District
_____ John Lavaroni	Incumbent, Calaveras Public Utility District
_____ Jon Dashner	Ebbits Pass Fire Protection District
_____ Debra Sellick	Mark Twain Healthcare District
_____ Travis J. Owens	Murphys Sanitary District
_____ Kirk W. Smith	West Point Fire Protection District

Ballot must be received by **April 1, 2021**. Mail to:

Calaveras Local Agency Formation Commission  
c/o John Benoit  
P.O. Box 2694  
Granite Bay, CA 95746

Or by Email: at [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com)

**\*\*\* BALLOTS MUST BE RECEIVED BY April 1, 2021\*\*\***  
**ANY BALLOT RECEIVED LATE OR UNSIGNED WILL NOT BE COUNTED.**

RECEIVED

JAN 26 - 1 2021

Ebbits Pass Fire District

Ebbetts Pass Fire District  
**January 2021 Storms Cost Compilation**

<u>Date</u>	<u>Employee</u>	<u>Description of Work</u>	<u>OT Rate</u>	<u>Hours</u>	<u>OT Pay</u>	<u>Medicare</u>	<u>Total</u>
1/27/2021	Ryan Miguel	extra hire for snow plowing *	16.89	24	405.36	5.88	411.24
1/29/2020	Glenn Verkerk	operate loader to clear snow	42.135	24	1011.24	14.66	1,025.90
1/29/2020	Pete Ryan	plow snow around station and during emergency responses	48.87	12	586.44	8.50	594.94
1/31/2021	Chuck Hatcher	extra hire during storms	42.135	12	505.62	7.33	512.95
1/31/2021	Nick Landuyt	extra hire during storms	30.6	12	367.2	5.32	372.52
1/31/2021	Alex Baker	extra hire during storms	26.145	12	313.74	4.55	318.29
1/28/2021	Murphys FPD (2FF)	extra hire during storms (2 FF)	22.58 each	14			632.24
1/28/2021	Murphys Pick up	daily rate for pick up truck	140 a day	1 day			140.00
							4,008.09

**Food for Emergency Responders:**

1/28/2021	Big Trees Market	snacks, sandwiches					165.66
1/28/2021	Big Trees Market	sandwich supplies					90.70
1/29/2021	Murphys Pizza Co	pizza					153.45
1/29/2021	Murphys Pizza Co	sandwiches					111.41
1/30/2021	Arnold Chinese	meals					52.87
1/30/2021	Subway	sandwich platter					105.80
1/31/2021	Round Table Pizza	pizza					191.44

**Repair and replacement items:**

1/25/2021	Hunt & Sons Inc	diesel fuel		INV #740069		347.11
1/25/2021	Hunt & Sons Inc	diesel fuel		INV #740067		529.83
1/29/2021	Hunt & Sons Inc	diesel fuel		INV #743908		1,136.56
1/26/2021	Sierra NV Adv Co	replacement snowshoe straps		credit card		97.97
1/26-31/21	Ebbetts Pass Gas	unleaded fuel		132 gallons		463.32
1/29/2021	Richard Lokey	repair utility and UTVs		INV #0148		1,671.00
1/26/2021	Sam Berri Towing	tow plow to repair facilities		INV #56897		125.00
2/1/2021	GT Automotive	repair snowplow problems		INV #3738		3,957.37
1/27-31/21	Arnold Auto	snatch block, shackles, strap		INV #177019		253.08
1/27-31/21	Arnold Auto	shackles, straps, bunjis, spiders		INV #176987		245.17
31-Jan	Ebbetts Pass Lumber	shovels (replacements for lost & damaged)				183.33

**Generator**

1/27-30/21	Sta. 1 Diesel usage	Electricity out from noon Wed thru 10pm Saturday = 79 hrs				2,910.83
1/27-30/21	Sta. 2 Diesel usage	Electricity out from Thurs 1/28 0800 thru 7pm Saturday = 59 hrs				726.24

**Station 1 Heater**

1/27-30/21	Propane usage	350 gallons	Jan rate: \$1.84	644.00	Subtotal Cat.B Emer Prot Msrs
		Sta. 1 Bay doors up/down continually as UTV, engine & utilities leave/return			14,162.15
					18,170.24



## Initial Damage Estimate (IDE) Report

Incident/Event:	January 2021 Snow Storms	Incident Date:	1/26/2021
Agency/City-Town/Co. Dept./Special District:	Ebbetts Pass Fire District	Type of Jurisdiction:	Special District-Board G
Entered By:	Mike Johnson, Fire Chief	Entry Date/Time:	
Contact Number:	209-795-1646		
Contact Email:	firechief@epfd.org		

### General Information

Jurisdiction: Ebbetts Pass Fire District

### Part I Private Property (Cumulative)

Property Type	# Major Damage	# Minor Damage	# Affected	Dollar Loss	Insured (%)
Homes					
Business					
Non-Profit Orgs.					
Outbuildings					
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	

### Part II Public Property (Includes eligible non-profit facilities) (Cumulative Damages)

	Personnel OT Costs	Number of Sites	Estimated Dollar Loss	Insured Dollar Amount
Category A: Debris Removal	\$ -	-	-	
Category B: Emergency Protective Measures (Including EOC OPS, meals, equip, supplies)	\$ 4,008	-	\$ 14,162	
Category C: Road and Bridge Systems including Federal Aid Roads	\$ -	-	-	
Category D: Water Control Facilities (levees, dams & channels)	\$ -	-	-	
Category E: Public Buildings and Equipment Loss	\$ -	-	-	
Category F: Public Utilities	\$ -	-	-	
Category G: Parks & Recreation Facilities	\$ -	-	-	
<b>Total</b>	<b>\$ 4,008</b>	<b>0</b>	<b>\$ 14,162</b>	

### Part III Other

	Estimate #
Unemployed	0
Agricultural Crop	0
Agricultural Physical	0

### Additional Comments:

1. Time is of the essence. Complete and submit this form as soon as possible. The return deadline will be indicated in the transmittal email that accompanies this



# TAKE ACTION BRIEF

## February 2021

The Special Districts Provide Essential Services Act (H.R. 535 and S. 91) has been reintroduced to provide access for special districts to **federal COVID-19 relief funds**. CSDA is also sponsoring **Brown Act legislation** to ensure public agencies are able to meet the essential needs of their communities during declared emergencies. AB 361 provides public access to remote meetings so that special districts and other local agencies can continue to perform the work of the people in good times and bad. Visit CSDA's *Take Action* page at [csda.net/take-action](https://csda.net/take-action) to register your district's support on these two important issues.

February marks the beginning of CSDA's Take Action Month, where we encourage districts to engage with their legislators and the community they serve. Each week, CSDA's *eNews* will include a new theme and tools will be provided to promote effective communication, including requesting meetings with elected officials and taking a position on legislation.

As part of Take Action Month, CSDA is proud to unveil a new technology that will make it that much easier to respond to our Calls-to-Action. With CSDA's new Automated Form Letters on state legislative Calls-to-Action, your district can register a position with just a few clicks of a button. Ryan McNeil, District Manager of Fresno Mosquito and Vector Control District said this about the new tool:

***"The new auto-letter feature is fantastic, I used it earlier today for the Brown Act remote legislation and it was seamless. Great tool, it should lead to more member participation if more people knew about it."***

Your district can take advantage of this new tool today and use it to register your support for remote meeting flexibility during declared emergencies at [csda.net/take-action/brown-act](https://csda.net/take-action/brown-act).

### Inside this edition of the Take Action Brief:

Register Support for Reintroduced Special District COVID-19 Funding Relief Legislation.....	2
Governor Signs New COVID-19 Tenant Relief Act, Includes Funding from the Emergency Rental Assistance (ERA) Program.....	2
CSDA and Partners Advocate to Protect Essential Services from Harmful Delays to Critical Property Tax Revenue.....	4
Bill Amends Brown Act to Allow Remote Meetings During Declared Emergencies.....	5
Implementing Cal/OSHA COVID-19 Emergency Standards.....	6

### Contact a local CSDA representative near you!

Chris Norden	Northern Network	<a href="mailto:chrisn@csda.net">chrisn@csda.net</a>
Dane Wadlé	Sierra Network	<a href="mailto:danew@csda.net">danew@csda.net</a>
Colleen Haley	Bay Area Network	<a href="mailto:colleenh@csda.net">colleenh@csda.net</a>
Cole Karr	Central Network	<a href="mailto:colek@csda.net">colek@csda.net</a>
Charlotte Holifield	Coastal Network	<a href="mailto:charlotteh@csda.net">charlotteh@csda.net</a>
Chris Palmer	Southern Network	<a href="mailto:chrisp@csda.net">chrisp@csda.net</a>



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

# TAKE ACTION BRIEF

## ➤ COVID-19 RELIEF FUNDING

*CSDA's advocacy action priority is to work with the Administration, various state agencies, and the federal government to ensure special districts receive equitable access to COVID-19 relief funding should it become available.*

### Register Support for Reintroduced Special District COVID-19 Funding Relief Legislation

U.S. Representative John Garamendi, D-Calif., and U.S. Senator Kyrsten Sinema, D-Ariz., re-introduced landmark special districts legislation (H.R. 535 and S. 91), the Special Districts Provide Essential Services Act, on January 28 to provide special districts with direct access to future local government pandemic relief.

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## Take Action

*Visit [csda.net/take-action/covid](https://csda.net/take-action/covid) to add your district to the growing coalition in support of this important federal legislation. You can also download a sample letter to send to your local Representatives in Congress.*

---

CSDA, in partnership with National Special Districts Coalition, is leading a growing coalition of more than 100 stakeholder organizations and special districts from across the country to support the Special Districts Provide Essential Services Act. Read the letter on CSDA's [COVID-19 Take Action webpage](#). All special districts and partner organizations are encouraged to join the effort.

In addition to Representative Garamendi, Senator Diane Feinstein and **14 members of the California Congressional Delegation** signed on to the legislation as original cosponsors. Special districts should encourage their local Representatives in Congress to join as cosponsors.

The Special Districts Provide Essential Services Act would establish a federal definition for "special district." It would require states to direct at least five percent of future Coronavirus Relief Fund (CRF) allocations to their special districts. States would have the discretion to establish their own programs to disburse the funds to special districts demonstrating pandemic-related need for relief. States would have flexibility to use excess funds, should the U.S. Treasury permit, after 60 days should special districts' declared needs be met. The bills would also codify districts' access to the Federal Reserve's Municipal Liquidity Facility.

Both U.S. House and Senate bills are the same as the 116<sup>th</sup> Congress' S. 4308, which was bipartisan introduced by Senator Sinema in coordination with Senator John Cornyn, R-Texas. Altogether, legislative efforts last year garnered 43 House cosponsors and five Senate cosponsors.

CSDA will update members with more as this effort develops. Contact Cole Karr, CSDA Federal Advocacy Coordinator, with questions at [colek@csda.net](mailto:colek@csda.net).

### Governor Signs New COVID-19 Tenant Relief Act, Includes Funding from the Emergency Rental Assistance (ERA) Program

Friday, January 29, 2021 Governor Gavin Newsom signed the COVID-19 Tenant Relief Act (Act) extending eviction protections and providing rental and utility assistance to landlords and tenants throughout the state. This program is funded by the state's share of the federal Emergency Rental Assistance (ERA) funds, to be distributed through the newly created Rental Assistance Program.



# TAKE ACTION BRIEF

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## Background

The State of California received \$2.6 billion in ERA program funds, of which the State of California has \$1.44 billion to use for its this program. California cities and counties with populations greater than 200,000 received a total estimated \$1.16 billion directly from the U.S. Department of Treasury.

Per federal guidelines, this program is available for tenants at or below 80 percent of area median income (AMI), with a priority emphasis on helping tenants at or below 50 percent of AMI. Through the state's program, landlords can choose to accept 80 percent for any rent owed from April 1, 2020, through March 31, 2021. If a landlord accepts this funding, the landlord must forgive the remaining 20 percent. If a landlord chooses not to participate, the tenant can still apply for relief valued at 25 percent of whatever back-rent they owe for the covered time-period. While the cost of housing, utility, and home energy services are specifically defined as allowable uses for funding received by grantees per the [ERA FAQ guidance](#) released by the U.S. Department of Treasury on January 19, 2021, it is unclear how much special district utility providers will be able to benefit from this program. Allowable utility services include water, sewer/wastewater, trash removal, and electricity and gas.

During a California State Assembly Budget Committee hearing on Wednesday, January 27, the California Department of Finance emphasized the bill is intended to stabilize renters and landlords and prioritizes rental payments, and it would be up to the landlords to provide payment to utilities.

The funding will flow through cities and counties and does not explicitly account for special districts, though nothing in the bill prevents a landlord from using the program funds to pay a special district utility bill on behalf of tenants. Utility-providing districts will need to encourage customers who are renting, or their landlords, to apply for assistance through their local city or county. Doing so will aid in offsetting utility arrears. Cities and counties are not required to pay arrears in-full.

***Tenants and landlords may access relief for a 12-month period. Outstanding utility bills are eligible retroactively to March 13, 2020. The program will be ready to begin accepting applications no later than March 15, 2021.***

## CSDA Advocacy

CSDA sent a letter on Wednesday, January 20, 2021 to Governor Newsom supporting special district utility providers' access to housing utility and energy cost funding through this new program, urging the State to ensure eligible special districts are included in its guidelines. The letter underscored the mounting needs special districts face and the inequity in COVID-19 relief investments in smaller, rural communities.

Additionally, on Tuesday, January 26, 2021, CSDA submitted joint comments, in coordination with the Association of California Water Agencies (ACWA) and the California Municipal Utilities Association (CMUA), on the agreement represented in the new COVID-19 Tenant Relief Act. The letter notes the significant impacts to districts from utility non-payment and stated our interest in working together toward a more comprehensive solution. CSDA will be working toward advancing those discussions in partnership with ACWA and CMUA as the year unfolds.

---

## Take Action

***Special districts providing water, wastewater, or electricity services are encouraged to communicate directly with counties and cities within their district boundaries to coordinate implementation of their relief programs, a sample letter is available at <https://www.csdanet.org/advocate/take-action>***

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# TAKE ACTION BRIEF

## ➤ REVENUE, FINANCES, AND TAXATION

*CSDA's long range policy priority on revenue, finances, and taxation is to ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies.*

### **CSDA and Partners Advocate to Protect Essential Services from Harmful Delays to Critical Property Tax Revenue**

Neil McCormick, CEO of CSDA, signed a joint letter with city and county counterparts, dated January 22, 2021, informing Governor Gavin Newsom and the leaders and members of the State Legislature of the consequences to essential local services if the impending April 10 deadline for local property tax payments were to be delayed by executive or legislative action. This joint letter was in response to efforts by business advocates to, among other things, temporarily delay the payment of property taxes via executive order.

Millions of families and businesses depend on essential services provided by special districts that rely on property tax revenue. A delay in receipt of these critical resources could jeopardize the reliable delivery of services, not to mention ongoing debt obligations that support the critical infrastructure that sustains our economy.

The joint statement by representatives of every type of local government urged the Governor to maintain local flexibility, whereby under current executive orders, county officials are able to consider waiving penalties on a case-by-case basis for specific hardships. Local government associations representing cities, counties, schools, tax collectors, and special districts were signatories of the letter, which can be viewed on the Take Action Page.

In May of 2020, Governor Newsom issued Executive Order N-61-20 related to delinquent property tax payment penalties and interest. This order followed up earlier statements by the Governor and counties regarding property tax relief. While they had earlier agreed to allow local jurisdictions to deal with genuine hardships on a case-by-case basis, there was not consensus on the flexibility of local tax collectors under existing statute. The May 2020 order addressed some of those issues.

The order waived certain statutes through May 6, 2021 that "... to the extent that it requires a tax collector to impose penalties, costs, or interest for the failure to pay taxes on property on the secured or unsecured roll, or to pay a supplemental bill, before the date and time such taxes became delinquent, and a tax collector shall cancel such penalties, costs, and interest provided all of the following conditions are satisfied:"

1. The property for which taxes in question is either a residential real property occupied by the taxpayer, or real property owned and operated by a taxpayer that qualifies as a small business;
2. The taxes owed on the property in question were not delinquent prior to March 4, 2020;
3. The taxpayer timely files a claim for relief in a form and manner prescribed by the tax collector; and
4. The taxpayer demonstrates to the satisfaction of the tax collector that the taxpayer has suffered economic hardship, due to the COVID-19 pandemic, or government response to COVID-19.

This existing agreement affords the ability to address hardships without devastating local services and infrastructure through a broad statewide deferral.



# TAKE ACTION BRIEF

## ➤ GOVERNANCE AND ACCOUNTABILITY

*CSDA's long range policy priority on governance and accountability is to enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant, or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preference of each community*

### Bill Amends Brown Act to Allow Remote Meetings During Declared Emergencies

CSDA is sponsoring legislation, Assembly Bill 361 (Rivas), to allow local agencies to continue providing critical public services to their communities during declared emergencies.

On March 19, 2020 California Governor Gavin Newsom issued a stay-at-home order to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19. In light of the stay-at-home order and the need to keep individuals physically distanced from one another, Governor Newsom issued a number of subsequent executive orders (N-25-20, N-29-20, N-35-20) modifying the requirements of the Brown Act so that local agencies may meet remotely without requiring that the public have physical access to the remote meeting locations.

If enacted, AB 361 would codify the following:

- While maintaining transparency and public access, local agencies would be able to meet remotely during a declared state of emergency or a declared local emergency.
- While agencies would still be required to post agendas and meeting information, agencies would not be required to post meeting notices and/or agendas in physical locations when remotely meeting during an emergency.
- While the public must continue to have access to the remote meeting and provided the ability to make public comment, agencies would not be required to make all remote meeting sites accessible to the public, nor include the remote location details in the meeting notice or agenda during a declared state of emergency or a declared local emergency.
- Additionally, agency board members would not be required to be at remote sites within the territorial bounds of the agency during a declared state of emergency or a declared local emergency.

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## Take Action

***Register your district's support for AB 361 by downloading a sample letter or completing CSDA's new Automated Form Letter at [csda.net/take-action/brown-act](https://csda.net/take-action/brown-act)***

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CSDA is requesting that its members send in letters of support for this measure. Visit CSDA's [Take Action page](#) to obtain a fact sheet with more background on the bill and to download a sample letter of support your agency can use as a template. You can also take advantage of our new Automated Form Letter tool, which seeks to streamline the letter submission process for your agency.

If you or your agency has any questions, please feel free to contact the CSDA staffer leading this effort, Legislative Analyst Marcus Detwiler, at [marcusd@csda.net](mailto:marcusd@csda.net).



# TAKE ACTION BRIEF

## ➤ HUMAN RESOURCES AND PERSONNEL

*CSDA's long range policy priority on human resources and personnel is to promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees, both represented and non-represented.*

### Implementing Cal/OSHA COVID-19 Emergency Standards

The California Occupational Safety and Health Standards Board (Cal/OSHA) passed emergency temporary standards on COVID-19 prevention in the workplace that took effect immediately on November 30, 2020. The new emergency standards, which are binding and enforceable against nearly all California employers, require that employers must prepare, implement, and maintain a written COVID-19 Prevention Program (CPP). In an effort to simplify the program requirements, the standards state that the CPP may be integrated as part of an employer's Injury and Illness Prevention Plan (IIPP) or maintained in a separate, standalone document.

Resources on the new Cal/OSHA COVID-19 Emergency Standards can be found at [csda.net](http://csda.net), including a template, webinars, and a detailed article written by Darrell Uran, Director of Marketing at Atkinson, Andelson, Loya, Ruud & Romo.

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## Take Action

*CSDA needs to hear from you about any challenges your district has been facing in implementing the new Cal/OSHA requirements. CSDA will continue working to provide feedback to the Standards Board to be considered in future updates and amendments to the standards.*

***Please email feedback regarding the new Cal/OSHA COVID-19 Emergency Standards and any challenges your district has experienced to CSDA Senior Legislative Representative Dillon Gibbons at [dillong@csda.net](mailto:dillong@csda.net).***

*CSDA will keep your name and the name of your district's name confidential, absent your consent, when sharing responses with the Standards Board.*

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CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

# TAKE ACTION BRIEF

## ➤ OTHER WAYS TO TAKE ACTION

### Learn More

#### Register now for our 2021 SDRMA Virtual Spring Education Day!

*Wednesday and Thursday, March 3 and 4, 2021 (Free to SDRMA Members and CSDA Members)*

The Virtual SDRMA Spring Education Day is being offered to provide free risk management training and important coverage information. In addition, the SDRMA Board of Directors will conduct their Annual Membership Meeting that will include current insurance market updates and upcoming renewal information. SDRMA members who attend the Virtual Spring Education Day are eligible to earn Credit Incentive Points (CIPs) to reduce their annual contribution for both the Property/Liability and Workers' Compensation Programs.

Register here: <https://members.csda.net/imis1/EventDetail?EventKey=21SDRMA>

### Board Member Handbook

The Special District Board Member Handbook is perfect for introducing newly elected officials to the world of special districts or for keeping seasoned board members current on their roles and responsibilities. The Handbook includes topics such as accountability roles of Board Members, ethics laws, Brown Act, and more. Visit the link below to download a copy from CSDA's Publications and Reference Materials section of the CSDA [Knowledge Base](#) at [csda.net](http://csda.net).

### Not a CSDA Member?

CSDA will soon be offering our Trial Membership program again. Non-member districts can experience CSDA membership and new member benefits free for the months of April - June. For program details, contact Eric Spencer, Member Services Specialist, at [erics@csda.net](mailto:erics@csda.net).

### Join Today

Join an Expert Feedback Team to provide CSDA staff with invaluable insights on policy issues. Email [romanw@csda.net](mailto:romanw@csda.net) to inquire about joining one of the following teams:

- Budget, Finance and Taxation
- Environment
- Formation and Reorganization
- Human Resources and Personnel
- Governance
- Public Works and Contracting

### Stay Informed

In addition to the many ways you can **TAKE ACTION** with CSDA's advocacy efforts, CSDA offers a variety of tools to keep you up-to-date and assist you in your district's legislative and public outreach. Make sure you're reading these resources:

- CSDA's weekly e-Newsletter
- Districts in the News
- CSDA's CA Special District Magazine

Email [updates@csda.net](mailto:updates@csda.net) for help accessing these additional member resources.



Fire Ordinance 2020

# **EBBETTS PASS FIRE PROTECTION DISTRICT FIRE ORDINANCE 2020**

**AN ORDINANCE OF THE EBBETTS PASS FIRE PROTECTION DISTRICT  
REPLACING ALL EXISTING EPFD FIRE ORDINANCES**

**EBBETTS PASS FIRE PROTECTION DISTRICT  
FIRE ORDINANCE 2020**

**TABLE OF CONTENTS**

<b>SUBJECT DESCRIPTION</b>	<b>SECTION</b>	<b>PAGE</b>
Introduction and Title		3
Ordinance Adoption	1.1	4
Geographical Limits	1.2	4
Adoption of Published Codes	1.3	4
Modifications to Existing Codes	1.4	4
Amendment Matrix		5
Repeal of Conflicting Ordinances	1.5	5
Validity	1.6	5
Effective Date	1.9	5
Findings of Fact and Amendments To Adopted Codes	2.1 – 2.10	6-7
Definitions	3	8-10
Submission of Plans For Review	4.1	11
Fire Management Plans	4.3 – 4.6	11
Storage of Flammable or Combustible Liquids	5.1	11
Storage of Liquefied Petroleum Gas	5.2	12
Fireworks	6	13
Automatic Fire Detection Systems	7.1 - 7.7	14
Automatic Fire Detection/Automatic Fire Sprinkler System-Monitoring	7.4	15
Automatic Fire Sprinkler Systems	7.8 - 7.9	15
Automatic Fire Detection and Fire Sprinkler Systems- Testing and Maintenance	7.10	15
Fire Equipment Access	8.1 - 8.3	16
Roads and Driveways	8.4	16
Premises Identification	8.5 - 8.8	16
Fire Hazard Abatement, Fuel Modification and Defensible Space	9.1	17
Fuel Modification Regulations – Improved Properties	9.3	17
Fuel Modification Regulations – Unimproved Properties	9.4	17
Scope of Enforcement Efforts	9.5	18
Reduced Clearance Zone Standards – Unimproved Properties	9.6	18
Fire Protection Water Supply Systems and Hydrants – Existing Buildings	10.1 - 10.3	19
Fire Protection Water Supply Systems and Hydrants – Existing Subdivisions	10.4	19
Fire Protection Water Supply Systems and Hydrants – New Subdivisions	10.5 - 10.8	19
Fire Protection Water Supply Systems and Hydrants – Standards and Specifications	10.09 - 10.15	20
Hydrant Types	10.16 – 10.17	20
Hydrant On/Off Valve and Discharge Risers	10.18	21
Snow Markers	10.19 - 10.23	21
Hydrant Color Coding	10.25	21
Hydrant Protection	10.26 - 10.28	21
Hydrant Valves and Connections	10.29 - 10.33	22
Inspections, Approvals, Certification for Occupancy	11	23
Relief, Alternative Means of Compliance, and Appeals	12	24-25
Penalties	13	26
Date of Effect and Adoption Signatures		27
Appendix A: Summary Explanation of Amendments		28
Appendix B: Clearance Standards for Unimproved Lots		30

**2020**

## **INTRODUCTION**

Within the boundaries of the Ebbetts Fire Protection District, fire and life safety regulations are enforced by:

1. The California Department of Forestry and Fire Protection, by the application and enforcement of regulations contained in Public Resources Code 4290 and 4291, and
2. The County of Calaveras, by the application and enforcement of codes contained in the California Building Code, the California Fire Code and other such regulations as may be contained in the Calaveras County Code of Ordinances, and
3. The Ebbetts Pass Fire Protection District by the application and enforcement of various amendments to the above-mentioned codes as contained in Ebbetts Pass Fire District Ordinance 2020.

### **TITLE: Ebbetts Pass Fire District Ordinance 2020**

An ordinance of the Ebbetts Pass Fire Protection District (“EPFD”), hereinafter referred to as EPFD Ordinance 2020, adopting the provisions, with certain amendments made based upon findings of fact, of the most recent editions of the California Fire Code, Calaveras County Fire and Life Safety Regulations and California Public Resources Code 4290 and 4291, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the Ebbetts Pass Fire Protection District; providing for the issuance of permits and collection of fees therefor; and repealing Ordinance 2018 of the Ebbetts Pass Fire Protection District and all other ordinances and parts of ordinances in conflict therewith.

## **SECTION 1: ADOPTION**

The Board of Directors of the **EBBETTS PASS FIRE PROTECTION DISTRICT** ordains as follows:

1.1. That a certain document, three (3) copies of which are on file in the office of EPFD Station One, being marked and designated as the California Fire Code, [2019 edition][SD1], including Appendix B, Appendix C, and Appendix D, as published by the International Code Council, is hereby adopted with certain amendments as specified below as the Ebbetts Pass Fire Protection District Fire Ordinance 2020 in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in this office of the Ebbetts Pass Fire Protection District are hereby referred to and adopted and made part of, as fully set out in EPFD Ordinance 2020, with the additions, amendments, insertions, deletions and changes, if any, as prescribed below.

1.2. That the geographic limits referred to in certain sections of the 2019 California Fire Code are established, unless otherwise approved by the District's Fire Code Official, as being within the boundaries of the Ebbetts Pass Fire Protection District.

1.3. That the Ebbetts Pass Fire Protection District additionally adopts by reference the most current published version of the California Public Resources Codes (PRC)[SD2] 4291, Section 8.10 of the Calaveras County Code of Ordinances, Ebbetts Pass Fire District Clearance Requirements for Unimproved Lots, and declares such codes are fully in force and in effect as though fully set forth herein except as the same may be modified by the amendments and additions thereto hereinafter set forth below.

1.4. That the California Fire Code, Calaveras County Code of Fire and Life Safety Regulations and the California Public Resources Code 4290 and 4291 as adopted by EPFD have been modified as described below in order to establish a more restrictive standard deemed reasonably necessary because of local climatic, geologic or topographical conditions.

Amendments to the above-referenced codes can be found in the Amendment and Addition Matrix below. A more detailed description can be found in Appendix A.

**AMENDMENT SUMMARY MATRIX – See Appendix A for a more detailed description**

Referenced Code	Referenced Code Section	Title/Subject	EPFD Ordinance Section
California Fire Code	104.2	Applications/Permits	4.1
Calaveras County Code	8.10.320	Fire Management Plans	4.3
California Fire Code	3404.1	Flammable Liquid Storage	5.1
California Fire Code	3804.2	Installation of LPG Tanks	5.2A
California Fire Code	3807	LPG Safety Devices	5.2.B - D
California Fire Code	3308	Fireworks	6
California Fire Code	907.2	Automatic Fire Detection Systems-New Buildings	7.1 and 7.5
California Fire Code	907.3	Automatic Fire Detection Systems-Existing Buildings	7.2 and 7.5
California Fire Code	907.7.5	Automatic Fire Detection and Automatic Fire Sprinkler Systems-Monitoring	7.4
California Fire Code	903.2	Automatic Fire Sprinkler Systems-New Buildings	7.8
California Fire Code	903.6	Automatic Fire Sprinkler Systems-Existing Buildings	7.8
California Fire Code	903.3	Automatic Fire Sprinkler Systems-Installation	7.9
California Fire Code	904.4	Automatic Fire Sprinkler Systems-Inspection/Testing	7.9/7.10
Calaveras County Code	8.10.340	Roads and Driveways	8.2
California Fire Code	Appendix D	Fire Apparatus Access Roads	8.2
Calaveras County Code	8.10.200	Premises Identification	8.5 - 8.7
Public Resources Code	4291 (a) and 4290	Defensible Space	9.4
California Fire Code	4601	Existing Buildings – Adequate Water Supplies	10.3
Calaveras County Code	8.10.520	Water Supply Systems	10.4 - 10.5
California Fire Code	Appendix C C105	Distribution of Fire Hydrants	10.10 - 10.12
California Fire Code	507.5.4/507.5.5/507.5.6	Hydrant Protection and Marking	10.19 - 10.28

1.5. That Ordinance 2018 of the Ebbetts Pass Fire Protection District entitled Ebbetts Pass Fire Protection District Fire Ordinance 2018 is hereby repealed and replaced in its entirety.

1.6. That if any section, subsection, sentence, clause or phrase of EPFD Ordinance 2020 is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of EPFD Ordinance 2020. The Board of Directors of the Ebbetts Pass Fire Protection District hereby declares that it would have passed EPFD Ordinance 2020, and each section, subsection, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

1.7. That nothing in EPFD Ordinance 2020 or in the Fire Code hereby adopted by reference shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 1.5 of EPFD Ordinance 2020; nor shall any just or legal right or remedy of any character be lost, impaired or affected by EPFD Ordinance 2020.

1.8. That the Ebbetts Pass Fire Protection District is hereby ordered and directed to cause EPFD Ordinance 2020 to be published and or posted in accordance with Government Code 25124.

1.9. That EPFD Ordinance 2020 and the rules, regulations, provisions, requirements, orders and matters established and adopted shall take place and be in full force and effect 30 days from and after the date of its final passage and adoption.

**SECTION 2: FINDINGS OF FACT AND AMENDMENTS TO ADOPTED CODES**

### **Findings of Fact and Amendments to Adopted Codes**

2.1. The Board of Directors of the Ebbetts Pass Fire Protection District finds that the unique characteristics of the topography, geography, and climatic conditions within the District, combined with the intermix of residential and commercial structures within the wildlands of the District, requires modifications/amendments of the California Fire Code, California Public Resources Codes and other such administrative codes in order to better protect the health, safety, welfare, material wealth, and economic well-being of the residents and property owners within the area known as the Ebbetts Pass Fire Protection District. These modifications/amendments to State and Local Government (County) adopted standards are found reasonably necessary because of the "Findings of Fact" adopted as part of EPFD Ordinance 2020.

2.2. Within the adoptive ordinance, specific amendments have been established which are more restrictive in nature than those adopted by the State of California commonly referred to as the California Fire Code, and the Public Resources Codes, and the Calaveras County Fire and Life Safety Code. These amendments have been recognized by the Ebbetts Pass Fire Protection District to address the fire protection problems, concerns and future direction by which the District can establish and maintain an environment which will work toward affording a level of safety to all who live, work and visit within its boundary.

2.3. Pursuant to Section 4117 of the Public Resources Code, Section 13869.7 (A) of the Fire Protection District Law and Sections 17958.5 and 17958.7 of the Health and Safety Code, the report contained herein is submitted as the "Findings of Fact" document with regard to the adopting ordinance of the Ebbetts Pass Fire Protection District.

2.4. Under the provisions of Section 17958.5 of the Health and Safety Code, local amendments of State adopted standards shall be based on CLIMATE, GEOGRAPHICAL, and TOPOGRAPHICAL conditions. The Findings of Fact contained herein shall address each of these situations and shall present the local situation which, either singularly or in combination, caused the established amendments to be adopted. Additionally, the California Department of Forestry and Fire Protection (Cal-Fire) has determined that the State Responsibility Areas (SRA) within the County of Calaveras, where in which the Ebbetts Pass Fire Protection District is located, to be a "Very High Fire Hazard Zone."

### **Finding of Facts –Climatic Considerations**

2.5. The Ebbetts Pass Fire Protection District is located within the heart of the Stanislaus National Forest. Elevations within the District range from 2,500 to 5,500 feet. The annual rainfall averages 21 inches; very often diminished rainfall amounts create a condition of drought and extreme fire danger. Most precipitation falls between the months of November and April. Snowfall can vary from an average of one to four feet in commercial areas of the District and between two to six feet in those residential areas at the higher elevations.

During dry periods of the year between May and November, high temperatures average 90-95 degrees. Low fuel moistures, relative humidity and high burn indexes are the norm for six months or more of each year. "Red flag" conditions are common. In combination, these conditions subject the District to severe and often critical fire seasons most every year.

The temperature and terrain features also blend to create gusty, prevailing winds and wind changes to occur regularly, further adding to the dry conditions and flammability of wildland fuels. During the winter season, snowfalls create problems in regard to access, response times and premises identification, with snowfall amounts varying from year to year. The Fire District is dependent upon local snow removal contractors for keeping access roads clear. Snow removal from private driveways and roadways is the responsibility of property owners.

### **Findings of Fact–Geographical and Topographical Considerations**

2.6. The vast majority of structures within the Ebbetts Pass Fire Protection District lie upon moderate to steep sloping terrain features amid varying types of 10-hour, 100-hour and 1,000-hour fuel types. It is most common for residential structures to be built into, and blended in, with the timber and wildland vegetation common to these elevations. The

District is a true example of mixing urban development within the wildlands that has commonly become known as the urban/wildland intermix. Fuel loads average 45 to 80 tons per acre in developed residential areas and 80-125 tons per acre in adjacent areas. Geographical and terrain features are such that residential structures have been built on slopes, in chimneys, and on ridge tops. Long, narrow, steep driveways are common, limiting access to individual properties and dwellings.

Ingress and egress from residential developments all originate from State Highway 4. Many of the ingress roads are narrow and substandard, built prior to the adoption of road standards. In the majority of residential developments, most subdivision streets converge onto one main artery which in turn, intersects with the State Highway. This creates the potential for heavy traffic congestion should the need for evacuation occur. Congestion is common during peak seasons when rentals and second homes are likely to be occupied. Peak seasonal periods coincide with the fire season.

### **Amendments to Adopted Codes**

**2.7.** To mitigate the potential of devastating loss of property and life which can result from the wildland/intermix fire and the effect of the above-described combination of climatic, geographical and topographical factors on the ability of fire suppression forces to manage the wildland intermix fire, the Ebbetts Pass Fire Protection District has incorporated amendments and modification of the California Fire Code, Public Resources Code and other published fire and life safety standards.

**2.8. Building Fires:** The amendments and modifications to the aforementioned are deemed reasonably necessary to support the District's efforts to keep Building fires small so they can be controlled by a limited number of resources before spreading to the wildland. It is believed that more restrictive requirements pertaining to the installation of Automatic Fire Detection systems which provide for the early detection of fires, Automatic Fire Extinguishing Systems, and Automatic Fire Sprinkler Systems that suppress fires before they become large, the use of fire resistive building materials, the provision of adequate water supplies for fire suppression, and improved access support that effort.

**2.9. Wildland Fires:** The amendments and modifications to the aforementioned codes are deemed reasonably necessary to the District's efforts to keep wildland fires originating within the District's boundaries small so they too can be controlled by a limited number of resources before becoming a conflagration. It is believed that more restrictive requirements pertaining to clearance of defensible space around structures and the reduction of fuel loads on unimproved properties within and adjacent to, residential and commercial developments support that effort.

**2.10. Finding:** It is the District's finding that the modifications to the adopted standards contained herein are reasonably necessary to:

1. Provide early detection of building fires which provides increased opportunity to contain the fire to the Building and help prevent spread to the wildland; and
2. Amendments related to fuel loads on lots and around structures also help provide increased opportunities for rapid control of a wildland fire and the prevention of a conflagration as well as provide added elements of safety for fire suppression forces.

While it is clearly understood that the adoption of such regulations may not prevent the incidence of fire, the ongoing enforcement of the California Fire Code, Public Resources Codes, Calaveras County Fire and Life Safety Code, and the amendments to those Codes contained herein, may reduce the severity and potential loss of life and property within the boundaries of the Ebbetts Pass Fire Protection District

### **SECTION 3: DEFINITIONS**

**3.1. Access Ways and/or Roads:** A road or means that provides fire apparatus and/or firefighting personnel access from a fire station to a Building, facility, or portion thereof. This is a general term inclusive of all other terms such as, but not necessarily limited to, fire lane, public street, private street, parking lot lane and access roadway.

**3.2. Adequate Water Supply:** Adequate Water Supply shall mean the available water flow (amount), supply (duration) and access (location) which the Fire Code Official or designee determines is necessary to protect any Building(s), structures, developments, or potential developments. This shall include private residential, commercial, and public Buildings on land to be developed or improved. This shall include adequate water flow and supply (duration) for potential Building/improvements on lots or parcels created for development as part of a subdivision of land.

**3.3. Alternate Means of Compliance:** An alternative method to meet the intent of a regulation or requirement allowed by the Fire Code Official which provides the same overall practical effect of the regulation or requirement.

**3.4. Approved:** Approved shall mean meeting all the requirements of the Fire Code Official as to the location, size, type of material and manner of installation.

**3.5. Automatic Fire-Detection System:** Approved heat or smoke detection devices, equipment and systems or combinations of systems used to detect a fire, activate an alarm, communicate the activation of a detection device to audible alarms and signal monitoring station, or any combination thereof.

**3.6. Automatic Fire-Extinguishing System:** An approved system of devices and equipment which automatically detects a fire and discharges an approved fire-extinguishing agent onto or in the area of a fire.

**3.7. Automatic Fire-Sprinkler System:** An Automatic Fire Sprinkler System, for fire protection purposes, is an approved integrated system of underground and overhead piping designed in accordance with fire protection engineering standards. The system includes a suitable water supply. The portion above ground is a network of specially sized piping to which automatic sprinklers are connected in a systematic pattern. The system is usually activated by heat from a fire and discharges water over the fire area. The system may also include fire flow alarms which sound upon activation of a sprinkler head. The system may also include communications equipment which, upon activation of a fire flow alarm, sends a signal to a monitoring (signal) station.

The system may also include Post Indicator Valves (PIV) which can control the water which supplies various zones or areas of the extinguishing system. PIVs may also have communication devices which monitor whether the valve is opened or closed and sends a signal to a monitoring (signal) station should the valve be closed. A system may also include fire department connections for the purpose of adding additional water pressure to the system during a fire event by using fire apparatus pumps.

**3.8. Board:** Board shall mean the Board of Directors of the Ebbetts Pass Fire Protection District.

**3.9. Building:** Building shall mean any structure built upon any lot, parcel, or property within the



jurisdiction of the Ebbetts Pass Fire Protection District including, but not limited to, any dwelling classified as residential, commercial, and accessory.

**3.10. Central Signal Station:** An approved, certified and/or licensed location or facility staffed and equipped to monitor alarm systems and notify emergency services that a fire alarm system, Automatic Fire Protection System, Fire Sprinkler System, Automatic Fire Extinguishing System or other such fire protection devices have been activated.

**3.11. Chief:** Chief shall mean the Chief Officer of the Ebbetts Pass Fire Protection District having responsibility for the enforcement of this code and/or his/her authorized representative.

**3.12. Commercial Building:** Commercial Building shall mean any Building, dwelling, apartment, condominium, townhouse, motel, bed and breakfast or room used as a place of business, or any room, apartment, dwelling or Building rented or leased to others. Exception: Single Family Residential Dwellings having fewer than two dwelling units.

**3.13. Developer:** Developer shall mean any lot owner, parcel owner or other person, firm, corporation, association, partnership, trust, company, public or private, responsible for the improvement of land or project in question, be it for private or public use.

**3.14. Development Project:** Any project undertaken for the purpose of development, including a project involving the issuance of a permit for construction or reconstruction, but not a permit to operate.

**3.15. Division of Land:** A Division of Land shall mean the division, by any entity or developer, of any unit or units of improved or unimproved land or any portion thereof, shown on the most current equalized county assessment roll as a unit or contiguous units, for the purpose of sale, lease, financing, transfer, or building development, whether immediate or future. Property shall be considered as contiguous units even if separated by roads, streets, utility easements or railroad right-of-ways.

**3.16. Facilities:** Facilities shall mean such water mains, fire hydrants, appliances, appurtenances, Buildings, equipment, etc. thereto as are necessary for fire protection.

**3.17. Fire Code Official:** Fire Code Official shall mean the person(s) appointed by the Fire Chief to enforce the EPFD Fire Ordinance. The Fire Code Official may have various titles related to the specific duties to which they are assigned. The Fire Code Official is authorized by the Board of Directors of the Ebbetts Pass Fire District to enforce EPFD Ordinance 2020 and issue citations and/or arrest persons for violations of EPFD Ordinance 2020.

**3.18. Fire Flow:** Fire Flow shall include the amount of water in gallons per minute required for an individual structure, occupancy class or hazard, for more multiple structures, occupancies or hazards, total amount of water available in storage for fire protection of a structure, occupancy, or hazard, and/or total amount of water available in storage for fire protection of multiple structures, occupancies, or hazards. Fire flows shall be calculated above what is required/needed for domestic use.

**3.19. Fire Hazard:** Fire Hazard shall mean anything or act which increases or may cause an increase of the hazard or menace of fire to a greater degree than is customarily recognized as normal by persons

in the public service regularly engaged in preventing, suppressing, or extinguishing fires; or which may obstruct, delay, hinder or interfere with the operations of the fire district or the egress of occupants or the access of emergency equipment in the event of fire.

**3.20. Fire Management Plan:** A plan that addresses the fire protection needs of a Development, with implementation methods necessary to achieve the standards of EPFD Ordinance 2020 or having the same practical effect.

**3.21. Fire Protection Water Supply Systems:** Any combination of pipes, valves, appliances, devices, tanks, pumps, connections, etc. used to store or deliver water for the purpose of fire protection.

**3.22. Judgment:** Judgment shall mean the decision of the Fire Chief or designee based upon sound fire protection principles. Such judgment shall be conclusive unless overruled by the Board of Directors of the Ebbetts Pass Fire Protection District through a regular grievance or appeal process.

**3.23. Relief:** An exemption from all or part of a requirement or regulation approved by the Fire Code Official.

**3.24. Subdivision:** Subdivision shall mean the same as Division of Land. (3.14)

**3.25. To Develop Land:** To Develop Land shall mean any division or subdivision of land, change in zoning, improvement of land or change in permitted use of land.

**3.26. To Improve Land:** To Improve Land shall mean to make any improvements or do any work upon such land which would legally require the issuance of a building permit, whether actually issued or not, under the California Building Code or any other County or District Ordinance. It shall also be held to mean that to Divide Land is to Improve Land. This shall include properties zoned residential as well as commercial.

## **SECTION 4: SUBMISSION OF PLANS FOR REVIEW and FIRE MANAGEMENT PLANS**

### **Submission of Plans for Review**

**4.1** Affected activities requiring the submittal of plans for review by the District's Fire Code Official include but are not limited to:

1. Permitting or approval of new parcels, including subdivisions and/or divisions of land but excluding lot line adjustments.
2. Application for a building permit for new, or additions to, any Building. Exception: R-3 Single Family Residential having less than two dwelling units include residential accessory structures as well (i.e.: garages private shops, sheds, barns).
3. Application for use permit, change of zoning or change of occupancy classification

**4.2.** Permission for occupancy of any Building, or permission to proceed with the development of any property created as a result of a subdivision and/or division of land shall not be granted until such Building or Development Project has met the conditions of the District's Fire Code Official. [SD3]

### **Fire Management Plans**

**4.3.** As a conditional requirement for approval of any subdivision of land, commercial development projects, and/or commercial Building project, the Calaveras County Fire Ordinance and/or the District's Fire Code Official may require a Fire Management Plan.

**4.4.** In order to meet the requirements of EPFD Ordinance 2020 and the intent of its amendments made to other adopted ordinances or standards, the District may require provisions more stringent than those provisions and requirements of the Calaveras County Code.

**4.5.** The Fire Management Plan shall be approved prior to the issuance of any building permit and shall address all aspects of fire protection requirements and mitigation measures.

**4.6.** A Fire Management Plan may, but is not necessarily limited to, address the following:

1. Impact on the existing fire service delivery system's (agency's) ability to provide and/or maintain a level of service reasonably equal to services being currently provided.
2. Availability of fire protection water, required fire flows and storage.
3. Problems associated with ingress/egress, circulation and the response times of emergency equipment.
4. Fire Hazards existing within the proposed project area or immediately adjacent to the area including vegetation and combustible fuels.
5. Requirements of EPFD Ordinance 2020 which cannot be met due to project design or other constraints.
6. Fire protection measures which are consistent with provisions of EPFD Ordinance 2020 and/or other recognized fire protection standards.

## **SECTION 5: STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS and LIQUEFIED PETROLEUM GAS**

### **Storage of Flammable or Combustible Liquids**

5.1. The storage of Class 1, II and III liquids in above ground tanks must be approved by the District's Fire Code Official.

### **Storage of Liquefied Petroleum Gas**

5.2. The installation of storage containers for liquefied petroleum gas shall be restricted as follows:

1. The installation of storage tanks in excess of 500 gallons either singly or in multiple of tanks with an aggregate capacity in excess of 500 gallons shall require approval of the Fire Code Official.
2. Any tanks or aggregates of tanks in excess of 500 gallons shall be enclosed by a fence at least 6 feet in height and located a minimum of 3 feet from the tank(s). The fence shall have a gate on the side which faces the access route to the tank and shall be kept locked when unattended.
3. All metering devices and shutoff valves to individual apartments, suites, dwellings, etc., that are serviced by one tank shall be marked in a manner that corresponds to the address, apartment or suite number that is served by that metering device and shutoff valve.
4. Additional fire protection requirements may be established as a condition of approval in consideration of special features such as topographical conditions, nature of the occupancy, response distances, proximity to Buildings and the degree of life safety protection deemed needed.

These additional fire protection requirements include, but are not limited to, fire appliances, hydrants, Automatic Fire Detection, Automatic Fire Sprinkler System, and Automatic Fire Extinguishing System.

## **SECTION 6: FIREWORKS**

**6.1.** The provisions of this section are not to be construed as all inclusive. References shall be made to the most recent standards, suggestions and procedures recommended by the California State Fire Marshal's Office in regard to the regulation of fireworks.

**6.2.** All definitions of fireworks, dangerous fireworks, and safe and sane (private use) fireworks shall have respective meanings ascribed to them in the California Health and Safety Code, or their most recent amendments or changes.

**6.3.** It shall be unlawful for any person to possess, store, to offer for sale, expose for sale, sell at retail, or use or explode any fireworks, dangerous fireworks or safe and sane (private use) fireworks within the jurisdiction of the EBBETTS PASS FIRE PROTECTION DISTRICT.

**6.4.** Public displays of safe and sane (private use) fireworks shall be allowed on a limited permit basis only.

## **SECTION 7: AUTOMATIC FIRE DETECTION AND AUTOMATIC FIRE SPRINKLER SYSTEMS**

### **Automatic Fire Detection Systems:**

7.1. Any Building constructed within the Ebbetts Pass Fire Protection District shall have an approved Automatic Fire Detection System. Exception: Unless otherwise required by the CFC.

7.2. As part of any renovation and or addition to any Building in which the total value of renovations and/or repairs or additions exceeds 50% of the assessed value (cumulative renovation value within a 36 month period) of the Building prior to renovation and/or repair, or additions to, an approved Automatic Fire Detection System shall be installed throughout. Assessed value is the Calaveras County Assessors Office value at time of project permit issuance by the building department.

7.3. Any Automatic Fire Detection System installed within the Ebbetts Pass Fire Protection District shall be installed and certified by a licensed installer/contractor.

7.4. All Automatic Fire Detection System shall be monitored by a certified "Central Signal Station".

7.5. The Fire Code Official may require additional components such as bells, pull stations, detectors, outside indicating lights and other devices.

7.6. The Fire Code Official requires that alarm systems and Central Signal Stations be inspected and maintained in accordance with CFC and National Fire Protection Association (NFPA) standards and that inspections and maintenance be performed by a licensed alarm system installer/contractor.

7.7. With the exception of dwelling units and where it may be otherwise required by the CFC, the installation of an Automatic Fire Detection System may be waived by the Fire Code Official in structures with Automatic Fire Sprinkler Systems installed throughout.

### **Automatic Fire Sprinkler Systems:**

7.8. An approved Automatic Fire Sprinkler Systems shall be installed and maintained as set forth below:  
Unless otherwise required by the CFC, any commercial/industrial Building having a total floor area which exceeds 3,600 square feet, or is otherwise required to do so by the CFC, shall have an Automatic Fire Sprinkler Systems installed throughout.

In lieu of an Automatic Fire Sprinkler Systems, commercial structures having a total floor area in excess of 3,600 square feet but less than 5,000 square feet may be divided into areas less than 3,600 square feet if separated by a two-hour fire/area separation.

Existing: Additions or alterations to existing Buildings having a total floor area in excess of 3,600 square feet in which the total value of renovations/repairs or additions exceeds 50% of the assessed value (cumulative renovation value within a 36 month period) of the Building prior to renovation/repair or additions, shall have an approved Automatic Fire Sprinkler Systems installed throughout.

In lieu of an Automatic Fire Sprinkler Systems, additions to existing Buildings which increase the total floor area above 3,600 square feet but less than 5,000 square feet may be divided

into areas less than 3,600 square feet by two-hour fire/area separations.

**System Requirements**

**7.9.** Anyone who installs an automatic fire detection or Automatic Fire Sprinkler Systems shall be a licensed and/or certified installer of automatic fire detection and/or fire extinguishing systems and such installers shall be able to provide by contract, services for the maintenance and testing of such systems.

**7.10.** Maintenance and testing of automatic fire detection and fire extinguishing systems shall be the responsibility of the building owner and certification of testing shall be provided by the owner upon request of the Fire Code Official.

## **SECTION 8: FIRE EQUIPMENT ACCESS, ROADS AND DRIVEWAYS, and PREMISES IDENTIFICATION**

8.1. It shall be the responsibility of property owners and/or property developers to make such provisions that may be deemed necessary by the Fire Code Official in regard to roadways, streets, driveways and Access Ways that will provide a reasonable means of safe, timely egress for evacuation of residents and safe access for fire suppression equipment and personnel utilizing that equipment. These provisions may include, but are not necessary limited to additional ingress/egress routes or changes in road design.

### **Fire Lanes and Emergency Equipment Access**

8.2. The Fire Code Official is given the authority to require areas, roads, driveways, to be cleared of obstructions and maintained as "FIRE LANES" or for emergency access. Such access may be required at any location where it is determined that without such emergency access for firefighting equipment, the entry by and use of fire apparatus and/or other emergency equipment would be obstructed or otherwise rendered unduly difficult.

8.3 As part of any development or Building project, the Fire Code Official is given authority to require provision for access and maneuvering of fire apparatus. Such provisions may include, but is not necessarily limited to, the provision of designated fire lanes, no parking areas, minimum turning radius and width of access ways, and emergency access roads.

### **Roads and Driveways**

8.4. Roadway and Driveway standards to be in conformance with, and enforced by, Calaveras County through application of standards outlined in Section 8.10.340 of the CALAVERAS COUNTY FIRE AND LIFE SAFETY REGULATIONS.

### **Premises Identification and Signing**

8.5. Premises identification and signing shall be in conformance with standards outlined in Section 8.10.340 of the CALAVERAS COUNTY FIRE AND LIFE SAFETY REGULATIONS and the regulations specified below.

8.6. Structures not readily visible from the roadway shall have premises identification numbers posted at the driveway/access entrance visible from both directions of roadway travel.

8.7. Numbers posted at driveway or other access entrances shall be posted at such a height above the ground to remain clear of snow.

8.8. Cannabis cultivation area registration will be clearly visible within ten feet of the property ingress. It shall be posted between four and six feet above the ground on a durable, rigid, and rectangular signboard of no less than eighteen inches per side with four-inch font containing reflective material sufficient to allow an enforcement official to readily locate it with a flashlight after dark.



## **SECTION 9: FIRE HAZARD ABATEMENT, FUEL MODIFICATION and DEFENSIBLE SPACE**

### **Purpose, Scope and Intent – Fire Hazard Abatement – Fuel Modification**

9.1. Fire hazard abatement regulations pertaining to fuel modification are based upon the premise that:

1. People inhabiting structures and their associated activities in around their homes are the primary source of potential ignition of a fire within the inhabited subdivisions of the District and
2. That fuel loading on improved or unimproved lots and/or parcels of land within, or adjacent to, inhabited areas can significantly contribute to the intensity and spread of a wildfire making it more difficult to control.

In an effort to reduce the chance of a structure (Building) fire spreading to the wildland and growing into a conflagration and in support of efforts to control a wildfire once an ignition occurs, it has been determined that modification and reduction of flammable vegetation within hillside developments and the provision of defensible space around structures is critical.

It has also been determined that modification and reduction of vegetation along roadways, driveways and on unimproved properties adjacent to structures reduce radiant heat and fire intensity, providing an increased margin of safety for fire suppression personnel, provides a point of attack and place of defense for the protection of structures and increased safety for evacuating civilians during a wildland fire.

### **FUEL MODIFICATION REGULATIONS**

9.2. Regulations pertaining to fire safe clearance on properties within the District originate from two different ordinances which are enforced by two different agencies.

#### **Improved Properties – Public Resources Code 4291**

9.3. The California Public Resources Code 4291, enforced by the California Department of Forestry and Fire Protection (Cal Fire), requires homeowners to provide vegetation clearance and fuel reduction around homes and Buildings. These regulations require:

1. A “Defensible Space Zone” 30 feet around the structure and
2. A “Reduced Clearance Zone” between 30 feet and 100 feet (or to the property line) of additional clearance.

#### **Unimproved Properties – Ebbetts Pass Fire District Ordinance 2020**

9.4. It is the purpose and intent of the regulations and requirements specified below to be used in support of PRC 4290 and 4291 and the District’s overall efforts to mitigate to some degree the potential for conflagration resulting from a wildland/intermix fire. This is accomplished by:

1. Extending the “Reduced Fuel Zone” concept found in PRC 4291 to the entire unimproved lot or parcel within and/or adjacent to subdivisions or developments and
2. By extending the “Reduced Fuel Zone” concept in support of PRC 4290, to the perimeters and Access Ways to all residential, commercial, and industrial Buildings.

The modification and reduction of fuels on unimproved lots or parcels located adjacent to lots or parcels with structures will help keep a wildfire from intensifying as it moves by reducing heat intensity, reducing flame lengths and help keep flames from spreading from the ground to the trees.

In combination, PRC 4291 and PRC 4290 regulations enforced by Cal Fire and the requirements of Ordinance 2020 work together to provide a greater margin of safety for the evacuation of civilians and enhance the effectiveness of firefighting efforts to protect homes and property should a wildfire occur.

**Scope of Enforcement Efforts – EPFD Ordinance 2020**

9.5. It is the intent of EPFD Ordinance 2020 that, over time, unimproved lots or parcels will be addressed, providing equal benefit to all similarly situated lot or parcel owners. It is also recognized, however, that because of the vast number of unimproved lots and parcels and the vast amount of combustible vegetation that would be required to be removed within the District, it is neither practical nor reasonable to expect that all unimproved lots or parcels be identified and addressed within any one calendar year or inspection/cleanup cycle.

Therefore, the provisions and requirements contained within this section shall be enforced on a priority basis. The focus of, and number of, inspections and requests for compliance shall be established by the Fire Code Official based upon the degree allowable by available funding and staffing, and nothing contained herein shall obligate the District to address any or all properties within any particular time frame.

**Unimproved Properties – Reduced Clearance Zone Standards**

9.6. Regulations pertaining to fuel modification and fuel reduction on unimproved lots and parcels shall be in accordance with standards contained within a separate document entitled: Ebbetts Pass Fire District Clearance Requirements for Unimproved Lots and Parcels. (See Appendix B)[SD4]

**Waste Material**

9.7. Disposal of waste material caused by site development, construction, fuel modification or reduction shall be in accordance with CALAVERAS COUNTY REGULATIONS.

## **SECTION 10: FIRE PROTECTION WATER SUPPLY SYSTEMS**

### **Existing Buildings**

**10.1.** Section 4601 of the CFC allows Fire Code Officials to require modifications to certain existing Buildings that do not comply with the minimum requirements of the CFC and EPFD Ordinance 2020. The intent of this section is to provide a minimum degree of fire and life safety to persons occupying existing Buildings.

**10.2.** EPFD Ordinance 2020 amends CFC Section 4601 to include Buildings which may not be in compliance with current requirements relating to water supplies for fire protection.

**10.3.** When an existing Building is to be renovated and/or modified and is found to be in excess of a reasonable working distance from an adequate water supply as defined within Appendix C of the CFC, the Fire Code official may require the owner to install an approved Automatic Fire Detection System or Automatic Fire Sprinkler System and/or Fire Protection Water System and/or provide a water supply capable of supplying the required fire flow within a reasonable working distance.

### **Where Required-Existing Parcels Within Existing Residential Subdivisions**

**10.4.** At such time as any part of an existing Fire Protection Water Supply System is modified or improved including water mains, fire hydrants, storage capacity, valves, appliances, pressures, etc. the modifications, additions, improvements, etc. shall be reviewed and approved by the Fire Code Official.

In such cases where an existing Fire Protection Water Supply System is being improved in phases or parts, the Fire Code Official may allow reasonable exceptions to the requirements of EPFD Ordinance 2020, the CFC, and Section 8.10.520 of the Calaveras County Fire and Life Safety Code in order to accommodate existing geographical and topographical conditions that would otherwise impose unreasonable or prohibitive financial costs.

### **Where Required-New Residential Subdivisions**

**10.5.** Any developer, divider or sub divider of land, who in so doing creates new parcels or lots that allows or creates a potential to increase Building density within the boundaries of the original parcel of land to exceed one house/Building per five acres of land, shall provide a Fire Protection Water Supply System which meets the standards of EPFD Ordinance 2020.

**10.6.** All facilities, which are part of any Fire Protection Water Supply System or other such fire protection/extinguishing devices or systems required to be installed by EPFD Ordinance 2020, shall meet the specifications and standards designated by the Fire Code Official.

**10.7.** All facilities or other such fire protection/extinguishing devices or systems required to be installed by EPFD Ordinance 2020 which are component parts tying the system into, or will receive water from, the Calaveras County Water District shall meet the standards and specifications designated by that agency.

### **Plan Review and Inspection**

**10.8.** The Calaveras County Water District and/or the developer of any land and/or the builder of any Building that initiates construction of, or improvement to, any portion of a Fire Protection Water Supply System shall submit plans to the Fire Code Official for approval.

**10.9.** The Fire Code Official or designee shall approve the location for installation of any fire hydrant or other such water supply appliance or source.

**Standards and Specifications**

**10.10.** Fire hydrants serving residential structures/developments shall be spaced every 500 feet, as measured along the street, roadway, or approved means of access. The Fire Code Official may increase/decrease distance requirements in order to place hydrants in a more functional location.

**10.11.** Fire hydrants serving commercial/industrial developments and/or Buildings shall be spaced every 250 feet. The Fire Code Official may increase/decrease distance requirements in order to place hydrants in a more functional location.

**10.12.** Additional fire hydrants may be required to meet the criteria of having an adequate source of water within a "reasonable working distance" from facilities/Buildings.

**10.13.** No fire hydrant shall be served by a main of less than six inches and each main shall be part of a looped system where practical. The Fire Code Official may require 8" mains to enhance fire flows or provide for future expansion of the system.

**10.14.** Minor distribution lines supplying residential areas shall be no less than six inches in diameter and, when practical, arranged so they form a gridiron in all areas of the distribution system. The Fire Code Official may require 8" mains to enhance fire flows or provide for future expansion of the system.

**10.15.** Eight-inch or larger distribution mains shall be used in commercial/industrial areas for all long runs of pipe, for dead ends, or where the topography of the land or layout of the streets is not well adapted to looping, forming a gridiron, or where future expansion of the system has the potential to occur.

**Types of Hydrants**

**10.16.** Hydrants shall be "DRY BARREL", breakaway type with full 5-1/4" valve opening. Inlet construction shall be hub or flanged 6-inch inside diameter pipe and the direction of opening shall be counter clockwise.

**10.17.** The hose connections for each hydrant shall be National Standard Fire Hose Threads, and each hydrant shall have two (2) 2-1/2" outlets and one (1) 4-1/2" steamer outlet

### **Hydrant On/Off Valve and Discharge Risers (Extensions)**

**10.18.** The Fire Code Official may require the provision of hydrant on/off valve and discharge risers to allow hydrants to be used when buried in snow. Any such device, including the height of risers, fire department connections, etc. must have the approval of the Fire Code Official before installation.

### **Snow Markers**

**10.19.** Snow markers (stakes) shall be provided as part of the installation of each hydrant.

**10.20.** Snow markers, unless otherwise specified, shall be constructed of 2" X 2" X 1/8" angle iron of sufficient length to project 8 feet above the ground, shall be cemented into the thrust block, and shall be at least 18 inches from the hydrant.

**10.21.** Snow markers shall be painted with yellow enamel paint to match the color of the hydrant.

**10.22.** Snow markers shall have the topmost 12" painted red, orange, green or blue, whichever color corresponds with the hydrant's tested/calculated fire flow.

**10.23.** Snow markers shall have a 4" reflective stripe or tape 13" below the top of the stake.

### **Color Coding**

**10.24.** Each fire hydrant shall be given three (3) coats of metal paint, color yellow, in compliance with Federal Color Specifications TT-C-595, Color No. 1305.

**10.25.** The fire hydrant's top and the three outlet caps shall be color coded to correspond with the calculated/tested GPM flow from that hydrant. Color coding of hydrants shall be as follows:

1. 1500 GPM or greater shall be **BLUE**.
2. 1000-1500 GPM shall be **GREEN**.
3. 500-1000 GPM shall be **ORANGE**.
4. Less than 500 GPM shall be **RED**.

### **Hydrant Installation/Protection**

**10.26.** Unless otherwise approved by the Fire Code Official, no hydrant shall be installed in excess of 10 feet from the roadway edge.

**10.27.** Unless otherwise approved by the Fire Code Official, no hydrant shall be installed with the bottom edge of any outlet closer than 15 inches from the surrounding ground level and the outlets shall be positioned for best access by fire apparatus utilizing the roadway.

**10.28.** The Fire Code Official may require the installation of retaining walls, barriers, additional excavating or other such means as a way to protect a hydrant from becoming buried by soil erosion and/or conditions which may cause a hydrant to become inaccessible over time. Any such installation shall be engineered and meet the approval of the Fire Code Official and the Calaveras County Department of Public Works.

### **Valves and Connections**

**10.29.** All hydrant laterals shall have a shutoff valve between the main and the hydrant.

**10.30.** In residential districts, valves shall be placed in the main distribution lines so as to not have more than two fire hydrants between valves or to exceed a linear distance of 800 feet between valves.

**10.31.** In commercial/residential districts, valves shall be placed in the main distribution lines so as to have not more than two fire hydrants between valves not to exceed a linear distance of 500 feet between valves.

**10.32.** The connection to the street main shall not be less than 6" inside diameter for hydrants that serve residential districts.

**10.33.** The connection to the street main shall not be less than 8" inside diameter for hydrants that serve commercial/industrial districts.

## **SECTION 11: INSPECTIONS, APPROVALS, CERTIFICATION FOR OCCUPANCY**

11.1. No final inspection as required by EPFD Ordinance 2020as to all or any portion of the Building and/or Development Project, Access Ways, installation of Automatic Fire Detection Systems, Automatic Fire Sprinkler Systems, Automatic Fire Extinguishing Systems, and/or Fire Protection Water Supply Systems shall be deemed completed until the installation of the required Automatic Fire Detection Systems, Automatic Fire Sprinkler Systems, Automatic Fire Extinguishing Systems, and/or Fire Protection Water Supply System, or Access Way and/or Road for that Building and/or Development Project has been inspected and approved by the Fire Code Official.

11.2. Final inspection of the requirements specified within EPFD Ordinance 2020 for any development/Building project shall be conducted solely to implement the enforcement of such provisions of EPFD Ordinance 2020 and shall in no manner be deemed assurance on the part of any agency that said requirements are or will continue to remain in good working order.

11.3. All commercial use business locations must comply with current adopted fire and building code at the time of building use change – At time of building use change the facility will adhere to the current code standard of that occupancy type. All commercial businesses utilizing property outside of the specific occupancy use shall be reported to the Calaveras County Building Department for code enforcement purposes.

## **SECTION 12: RELIEF, ALTERNATE MEANS OF COMPLIANCE, and APPEALS**

**12.1.** With approval of the Fire Chief, the Fire Code Official shall have the authority to allow Relief from compliance with a section or sections of EPFD Ordinance 2020 or an Alternate Means of Compliance to sections of the CFC and the amendments herein. Granting Relief and/or allowing an Alternate Means of Compliance shall be allowed only when based upon special circumstances and/or findings as described below.

The granting of Relief shall be based upon the following:

1. A finding that the Building and or Development Project cannot comply to the requirements because of special circumstances applicable to the property or Building such as when the physical characteristics of the property or engineering issues related to the design and construction of a Building.
2. A finding that an Alternate Means of Compliance cannot be provided.
3. A finding that providing Relief does not jeopardize life safety.
4. Financial hardship, community benefit, or the worthiness of a project are not considerations in determining whether to grant relief.

Allowing an Alternate Means of Compliance:

1. An Alternative Means of Compliance may be allowed only when based upon a finding that the purpose and intent of the requirement from which the Alternate Means of Compliance is granted will be substantially achieved by an alternative means or method.

**12.2.** Nothing in the sections above shall be interpreted or implied that an owner and or Developer has the right to Relief and/or the allowance of an Alternate Means of Compliance.

**12.3.** The Fire Chief, Fire Code Official, or his/her designee may impose conditions or improvements not specifically delineated within EPFD Ordinance 2020 that it finds necessary to implement the intent and purpose of EPFD Ordinance 2020.

### **Appeals**

The Board of Directors of the Ebbetts Pass Fire District shall act as the final appellate body in matters regarding the implementation of requirements outlined in EPFD Ordinance 2020.

**12.4.** Any decision or requirement placed or made by the Fire Chief, Fire Code Official or his/her designee may be appealed in writing to the Ebbetts Pass Fire District Board of Directors within 15 days of the applicant's receipt of notice of the requirements. The written appeal shall state the requirements being appealed and the basis for which the appeal is being submitted. The written appeal may request deletion of a requirement, reduction in requirements, or a request for consideration of Relief or Alternate Means of Compliance.

**12.5.** The Appeal shall be agendaized for hearing at a regular monthly Board meeting within 60 days following the date the appeal request was received. The appeal hearing may be postponed and rescheduled for a future Board meeting at the request of the applicant.



12.6. The applicant shall be notified as to the date and time of the regular Board meeting at which his/her request shall be considered.

12.7. The Board shall hear testimony by any and all parties involved and then make a determination to sustain, modify, overrule any condition or requirement, address any oversight, provide Relief, allow an Alternate Means of Compliance or any combination thereof.

12.8. The Board may postpone the final decision to gather more facts and/or hear additional testimony.

12.9. If new facts are presented during the appeal process, the matter shall be referred back to the Fire Chief and/or Fire Code Official for review, reconsideration and recommendations.

12.10. All actions taken by the Board regarding the granting or denial of the final appeal shall be documented as part of the minutes of the meeting during which the appeal was heard. Within ten days of a final decision being made, Board action shall be reported in writing to the applicant and any other affected person.

12.11. Any action taken by a Board, by the Fire Code Official or by the Fire Chief pursuant to EPFD Ordinance 2020 regarding appeals, Relief or Alternate Means of Compliance shall not necessarily be deemed as a precedent for the granting of appeals, Relief or Alternate Means of Compliance subsequent to that action.

12.12. The Fire Chief and/or Fire Code Official maintain the authority to impose temporary requirements, impose restrictions and/or take necessary actions to ensure the safety of the public during the appeals process.

12.13. The filing of an appeal regarding any of the requirements of EPFD Ordinance 2020 shall not stay (postpone):

1. Proceedings for criminal prosecution for violations of EPFD Ordinance 2020.
2. An order for correction of a matter which, in the judgment of the Fire Code Official poses a serious and immediate threat to life or property.

## **SECTION 13: PENALTIES**

### **Enforcement and Penalties**~~[SD5]~~

**13.1.** Any person who violates any of the provisions of EPFD Ordinance 2020 shall be guilty of an infraction and / or a misdemeanor.

**13.2** Fines imposed under this chapter shall be as set forth in Government Code Section 25132(c) and any amendments thereto.

**13.3.** Each and every day of which any violation of EPFD Ordinance 2020 is committed, continued or permitted by any person shall constitute a separate violation hereof.

**13.4.** Pursuant to ~~Penal Code Section 836.5~~~~[SD6]~~, the Board of Directors of the Ebbetts Pass Fire District authorizes the following officer positions and employees to enforce EPFD Ordinance 2020 as provided under Penal Code Section 836.5

- Full-time paid Chief Officers (Fire Chief, Assistant Chief(s), Battalion Chiefs)
- Full-time paid Fire Captains or Acting Captains
- Fire Code Official whose primary duty is the enforcement of requirements related to fire prevention contained in EPFD Ordinance 2020.

**13.5.** Proceedings against persons for violations of EPFD Ordinance 2020 shall not serve as a bar to civil enforcement proceedings.

**13.6.** It is unlawful to build a Building or improve land in violation of any conditional requirement imposed by the Fire Code Official, or fail to submit plans for review as required by Section 5 of EPFD Ordinance 2019, or fail to meet conditions and/or requirements agreed upon by the builder/developer and the Fire Code Official and by which a certificate or approval of occupancy was conditionally granted.

**13.7.** It is unlawful for any person to violate or omit any of the requirements under which a permit, certificate or approval for occupancy was granted,.

**13.8.** It is unlawful for Any person to fail to comply with any order as affirmed or modified by the Board of Directors, Fire Code Official, or the District Chief within the time frame indicated upon notice and/or fixed herein.

**13.9.** The application and payment of fines and/or imprisonment shall not be held to prevent compliance with required corrections and or provision of requirements that initiated action against the developer/builder/owner.

**Date of Effect**

EPFD Ordinance 2020, having gone through the process of ordinance adoption as required by law, shall take effect and be in force thirty (30) days after duly being passed and adopted by the Board of Directors of the EBBETTS PASS FIRE PROTECTION DISTRICT and Ratification by the Calaveras County Board of Supervisors. [SD7]

THE FOREGOING ORDINANCE WAS DULY PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE EBBETTS PASS FIRE PROTECTION DISTRICT ON:

THE \_\_\_\_ DAY OF \_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
President, Board of Directors

**BOARD OF SUPERVISORS RATIFICATION**

THE FOREGOING ORDINANCE WAS DULY RATIFIED BY THE BOARD OF SUPERVISORS OF CALAVERAS COUNTY ON THE DAY OF \_\_\_\_\_, \_\_\_\_\_ BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson, Board of Supervisors

## APPENDIX A - SUMMARY EXPLANATION OF AMENDMENTS

CFC= California Fire Code

CCC=Calaveras County Fire and Life Safety Ordinance

PRC= Public Resources Code

CODE	Code Section	Title/Subject	EPFD Ordinance Section	Intent and Summary Requirements of Amendment
CFC	104.2	Applications/Permits	4.1	To define which Building and development activities require submission of plans for District review.
CCC	8.10.320	Fire Management Plans	4.2	To allow the District to impose more stringent mitigations if found necessary.
CFC	3404.1	Flammable Liquid Storage	5.1	Requires District approval for the installation of any aboveground tank for the storage of Class I, II and III flammable liquids
CFC	3804.2	Installation of LPG Tanks	5.2A	Requires District approval for the installation of LPG tanks in excess of 500 gallons.
CFC	3807	LPG Safety Devices	5.2.B-D	Requires the addition of additional fire protection/safety measures for the protection of larger propane tanks
CFC	3308	Fireworks	6	Bans the sale and use of all fireworks within District boundaries
CFC	907.2	Fire Alarm Systems-Automatic Fire Detection Systems-New Buildings	7.1 and 7.5	Requires the installation of a monitored fire detection system in newly constructed commercial/industrial Buildings
CFC	907.3	Fire Alarm Systems-Automatic Fire Detection Systems-Existing Buildings	7.2 and 7.5	Requires the installation of a monitored fire detection system in existing commercial/industrial Buildings that are renovated
CFC	907.7.5	Automatic Fire Detection and Automatic Fire Sprinkler Systems-Monitoring	7.4	Requires the monitoring of all fire detection systems.
CFC	903.2	Automatic Fire Sprinkler Systems-New Buildings	7.8	Requires the installation of a fire extinguishing system in any new commercial or industrial Building in excess of 3600 square feet
CFC	903.6	Automatic Fire Sprinkler Systems-Existing Buildings	7.8	Requires the installation of a fire extinguishing system in any commercial or industrial Building in excess of 3600 square feet which is renovated
CFC	903.3	Automatic Fire Sprinkler Systems-Installation	7.9	Requires installers of fire alarm and fire extinguishing systems be licensed/certified.
CFC	904.4	Automatic Fire Sprinkler Systems-Inspection/Testing	7.9/7.10	Places responsibility for the testing and maintenance of fire alarm/extinguishing systems with the owner.

CODE	Code Section	Title/Subject	EPFD Ordinance Section	Intent of Amendment
CCC	8.10.340	Roads and Driveways	8.2	Gives authority to the District's Fire Code Official to require that fire access roads, driveways and areas be cleared of obstructions.

CFC	Appendix D	Fire Apparatus Access Roads	8.2	Gives authority to the District's Fire Code to require the provision of fire lanes, no parking areas, etc., found necessary but not otherwise required by the CFC or CCC.
CCC	8.10.200	Premises Identification	8.5 - 8.7	Gives authority to the District's Fire Code Official to modify the requirements contained within the CCC to accommodate local climactic and topographical conditions.
PRC	4291 (a) and 4290	Defensible Space	9.4	Extends the defensible space requirements contained in the reduced clearance zone to unimproved lots/parcels.
CFC	4601	Existing Buildings – Adequate Water Supplies	10.3	Gives authority to the District's Fire Code Official to require the installation of an adequate water supply when an existing Building is renovated.
CCC	8.10.520	Water Supply Systems	10.4 - 10.5	Requires that the District's Fire Code Official approve any modifications, additions, and improvements to existing water systems including the installation of additional hydrants. Allows the District's Fire Code Official to allow reasonable exceptions to required hydrant spacing and fire flow requirements to accommodate a phased improvement program of an existing water system. Requires the installation of a water distribution system for fire protection within any new subdivision.
CFC	Appendix C C105	Distribution of Fire Hydrants	10.10 - 10.12	Gives authority to the District's Fire Code Official to increase/decrease hydrant spacing in order to put hydrants in a more functional location.
CFC	507.5.4/507.5.5/507.5.6	Hydrant Protection, Marking and Access	10.19 - 10.28	Gives authority to the District's Fire Code Official to require additional means for protecting and marking hydrants and to require discharge risers.

## APPENDIX B

# Ebbetts Pass Fire District

## Ebbetts Pass Fire District Clearance Requirements For Unimproved Lots and Parcels



Regulations pertaining to fire safe clearance on properties within the boundaries of the Ebbetts Pass Fire District originate from two different ordinances which are enforced by two different agencies.

### Regulations Pertaining to Improved Properties

In January 2005, new regulations under Cal Fire's Public Resources Code 4291 became effective. These regulations require that homeowners provide additional clearance around buildings and structures built within the wildland/intermix areas of the state. This law requires homeowners provide a 30-foot Defensible Space Zone with an additional 70-foot Reduced Fuel Zone around structures. Cal Fire has primary responsibility for inspection and enforcement of fire hazard reduction regulations around homes and buildings. See Cal Fire's form for detailed information.

### Regulations Pertaining to Unimproved Properties

In order to help enhance the effectiveness of PRC 4291 requirements and add to the safety of our homes, families, communities and the safety of Firefighters trying to protect homes and property from wildfires, **Ebbetts Pass Fire District Ordinance 2020, Section 9 extends the Reduced Fuel Zone concept to the unimproved (vacant) subdivision parcels or lots.**

The purpose of extending the Reduced Fuel Zone concept to unimproved lots and parcels is based on the premise that modifying the fuel load on a vacant lot or parcel will help keep a wildfire from intensifying as it moves. This modification on a vacant lot or parcel reduces heat intensity, reduces flame length and helps keep flames from spreading from the ground to the tree tops.

Ebbetts Pass Fire District Ordinance 2020 Section 9 covers:

- Unimproved lots or parcels within established subdivisions.
- An unimproved lot or parcel that is outside the boundaries of a subdivision but adjacent to improved parcels within the subdivision.
- Modification requirements for unimproved parcels or lots are the same as Cal-Fire's PRC 4291 requirements for the Reduced Fuel Zone.

The following criteria/explanation has been established so the property owner and the hired worker will know what is required to bring an unimproved lot or parcel into compliance with Ebbetts Pass Fire District Ordinance 2020, Section 9.

The primary goal of our fuel reduction program is to keep fire from going from the GROUND to the CROWN of trees. Information below will help you achieve that goal.

1. Cut down and remove dead trees. Remove limbs on cut and already downed trees and dispose of both properly. If there are standing dead trees, they must be cut down. Newly cut trees and those which have fallen must be cut



up and stacked or removed from the lot entirely. Do not stack next to or under live trees. Branches from these trees may NOT be left on the ground – they must be removed from the lot. Dead trees are both a fire and safety hazard. Contact your local forester for details about bug infested trees.

2.Remove dead branches and trees which are leaning into or against larger trees.

If dead branches or dead trees are leaning into or against live trees, they must be removed. Any trees, live or dead, that have fallen into other trees, (ex: “leaners”) must be dropped to the ground, cut up and stacked or removed from the lot. Dead branches and trees ignite quickly. If the “fire ladder” has not been eliminated, a fire within those trees will quickly “climb” the ladder of limbs and begin spreading faster, gaining heat and momentum with every tree consumed.

3.Remove and dispose of all dead tree limbs within 15 feet of the ground. Remove live branches to 6 feet (if tree height is 6 feet or less, remove 1/3 of the branches p live or dead).You may be required to limb higher depending on slope of land.

The primary goal of our fuel reduction program is to keep fire from going from the GROUND to the CROWN (top) of trees. Remove ALL dead tree limbs that are within 15 feet of the ground. Live branches must be removed to give 6 feet of clearance from the ground. This means that if ANY PORTION of the dead limb HANGS within six feet of the ground, the limb MUST be removed. If there is a slope to the property, you may be requested to limb higher, so there are six feet of clearance between the ground and the first set of branches. If you are six feet tall and can walk under the tree without bending, you have limbed high enough. If a tree is six feet or less, remove 1/3 of the branches. Properly dispose of limbs by hauling, chipping or by burning following legally established burning restrictions. A **FIRE LADDER** is the means by which a fire travels from the ground via flammable material, into a tree. Fire traveling to the top of a tree is called “**crowning**”. Remove ladder fuels such as live tree limbs, to a height of at least six feet. A SIX FOOT TALL PERSON SHOULD BE ABLE TO WALK FREELY UNDER YOUR TREES. If the limbs are dead, remove to 15 feet.

4.Remove dead branches on ground.

During most winters, dead branches are blown from trees. These must be removed from the ground so that they do not help fuel a fire and for the safety of the firefighter.

5.Remove all dead brush and brush growing under trees and bushes.

Dead brush, whether under trees, bushes, or lying on the ground, is fire fuel. The more fire fuel, the hotter the fire and more damage to trees and nearby structures will occur. Maintain a vertical clearance space of at least 3 times the height of a shrub between any shrub and overhanging tree branch.

As an example, if an entire Manzanita or lilac bush is dead, REMOVE THE ENTIRE BUSH. If a portion of the bush is dead, you may opt to remove only the dead portion. If a few limbs are dead, removal of those dead limbs from that bush may be sufficient, depending on what is around or above the brush/bush.

6.Remove accumulations of dead materials and/or flammable ground vegetation from underneath and within brush.

This type of debris occurs because of weather. Wind causes limbs to break, dead pine needles to blow off the trees. This is typical “winter fall”. If this debris is not removed yearly, it continues to accumulate and cause a fire hazard. If this is removed yearly, it is usually not much of a chore to keep the fire fuel controlled on your lot. Piles of debris must not be left on your lot – they must be removed. Dead or live brush removal and removal of debris from under trees slows the progression of fire.

7.Thin manzanita bushes. Remove all dead wood from the plant. Remove all dead manzanita bushes.

Manzanita is highly flammable and volatile. If you wish to keep your manzanita, you must: remove all dead branches; clear around the bush or clump of bushes. A simple guideline is to create space between plants equal to their height.

If manzanita is growing under a tree, and it were to catch on fire, the flames would be three times the height of the plant. If a plant is 6 feet tall, the flame length would be 18 feet! In that situation, the manzanita should be removed, or the tree limbed at least 18 feet. If a manzanita bush is dead – remove the entire bush.

8. Accumulations and/or piles of dead and dying material must be removed.

Remove all debris lying on ground. When needles, grass, cones and leaves are raked into piles, the piles must be removed. Piles of debris are fuels that will carry a small, manageable fire and spread it throughout a lot and into the trees very rapidly. Downed wood and debris become kindling for a fire. Limbs will create flame lengths that carry fire into brush and trees. 3” – 4” of accumulated pine needles may be left on the lot forming a “carpet of needles” which helps hold moisture in the ground and helps prevent soil erosion. If the “fire ladder” has been removed, the pine needles are more easily managed because there is no fire ladder to carry the flames into the trees.

9. Remove dead and/or dying smaller trees growing under and/or within the limbs of taller healthy trees.

This could act as a “fire ladder”. These small, dying or dead trees are extremely flammable. If they are ignited, they carry fire very quickly into the trees, gaining heat and momentum with every tree consumed.

10. Thin saplings and/or small trees.

All of these saplings will not grow to maturity and they create ladder fuels that endanger the health of mature trees.

11. Cut bear clover and/or ground cover vegetation to a height of 3” – ” inches or lower.

Bear clover, also known as mountain misery is highly flammable. The taller this native plant grows, the more flammable it becomes. If you wish to keep the mountain misery, it should be maintained to be no higher than 3 inches. If the bear clover is growing underneath low-growing green bushes, or under saplings, the bear clover should be removed, or remove the bush and/or sapling.

12. Cut ALL dead and/or dying grass and weeds.

Dry, cut grass, leaves and pine needles may stay on the ground, but may be no more than 3 – 4 inches deep.

13. No Cannabis cultivation on unimproved lots in areas zoned R1, RR, GF, and unimproved commercial property under 6 acres.

Cannabis is a form of vegetation that contributes to fire loading.

IN ADDITION TO THE FOREGOING CRITERIA, large areas of brush **MUST** be reduced. This can be accomplished in several ways:

- Create cleared areas or “spaces” around individual bushes. The size of the cleared area around the bush needs to equal the height of the bush that will remain. All flammable debris in that area must be removed. Leaving a pattern of bushes with space between them can be done throughout an entire parcel.
- Create “islands” of bushes. Numerous bushes can remain on the parcel in a group (no larger than ten feet in diameter) with a cleared area around the grouping. The cleared area must equal the diameter of the grouping or “island” of bushes.
- Create fuel breaks along property lines and within properties, especially along property lines which are adjacent to property with a home, properties which are upslope or properties adjacent to forest lands. These fuel breaks can be accomplished by removing all brush along a 15 to 20 foot strip, property line to



property line. Properly dispose of all cut brush by hauling, chipping or by burning following legally established burning restrictions.

All cut and/or downed debris shall be disposed of by Hauling, Chipping, Burning (following legally established burning restrictions) or other methods of disposal approved by the property owner and by Ebbetts Pass Fire District or Cal Fire. At NO TIME shall debris be buried on the parcel, deposited on the property of another, dumped into holes on the parcel or covered by pine needles.

If a canopy exists (tops of trees touching or intertwined), the canopy must be interrupted.

Before burning always call the Air Quality Control number in San Andreas to ascertain if it is a "burn day".  
Burn Information Line: 209-754-6600.

Under certain conditions, i.e. topography or fuel type, the Ebbetts Pass Fire District may require more or less fuel reduction on one parcel than on another.

Fire safety/prevention is every property owner's responsibility. Please help us keep your property safe.

Thank you. Ebbetts Pass Fire District

***For more information or assistance please call***  
**Ebbetts Pass Fire District Fire Prevention**  
**Joan Lark, Prevention Officer**  
**209-795-7393**  
**joanlark@epfd.org**

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