



# WATERLOO MORADA FIRE DISTRICT BOARD OF DIRECTORS

July 13, 2022 Regular Board Meeting @ 7:00 pm  
6925 E. Foppiano Lane, Stockton, CA 95212  
Teleconference Meeting/In Person

In Accordance to Governor Newsome's Executive Order N-29-202 and AB361  
If a member of the public is interested in attending by teleconference, contact fire  
administration (209) 931-3107

## AGENDA

1. CALL TO ORDER - ROLL CALL

1.1. Notice of meeting recorded.

2. PLEDGE OF ALLEGIANCE:

3. PRESENTATIONS:

4. IN THE MATTER OF PUBLIC DISCUSSION:

This time is provided to the public to address the Board of Directors on items not on the agenda. State law prohibits the Board of Directors from taking action on these items. Each person will be limited to no more than five minutes of discussion time and the total time allotted for discussion shall not exceed thirty minutes.

### DISCUSSION / ACTION ITEMS

5. LATE AGENDA ITEMS; Government Code Section 54954.2(b)2

6. CORRESPONDENCE

6.1. Resignation Letters

- Engineer Lebed
- Engineer Wicke

6.2. SJCCDD – PA-2000072 (SA,TE)

6.3. SJCCDD – PA-2200111 (IP)

7. APPROVAL OF MINUTES:

7.1. Board Meeting – June 8, 2022

8. FINANCIAL REPORTS:

8.1. Unpaid Bills by Vendor and Requisition # 1 Approval

8.2. Monthly Summary Report – Review / Discussion

9. OLD BUSINESS:

9.1. Station 2 Update

9.2. Station 1 Dorm Room - Update

9.3. AB361 Public Agency Virtual Meetings - Approval /Action

9.4. Negotiations – M.O.U. Ratification - Approval/Action

- Staff Report MOU Monetary Items Disclosure
- Impact to SJCERA from the WMFD Salary Agreement Actuarial Report

*Our Community...Our Priority*

**10. NEW BUSINESS:**

- 10.1 San Joaquin County Special Assessment Charge Agreement and Special Assessment Rates for Tax Year 2022/2023
- 10.2 Croce, Sanguinetti, & Vander Veen- Agreement Letter for Audit Year 2021/2022
- 10.3 F&M Bank: Line of Credit or Construction/Business Loan Inquiry

**11. REPORTS:**

- 11.1. Member Reports:
- 11.2. Chief Report
- 11.3. Finance Committee:  
(Board Members Ralph Lucchetti, Ryan Haggerty, Fire Administration, Tara Eastwood, Community Member, Board President Clay Titus, Alternate)

**12. CLOSED SESSION:**

- 12.1 Pursuant to Government code Section 54957.6 Conference with Labor Negotiator and Government code Section 54957.8 Labor Negotiations – Unrepresented Employee

**13. FUTURE AGENDA ITEMS/MEETINGS**

- 13.1 Directors Open Discussion

**14. ADJOURNMENT:**



**WATERLOO MORADA FIRE DISTRICT**  
6925 E Foppiano Lane  
Stockton, CA 95212  
(209) 931-3107

June 30, 2022

Dear Chief Walder,

Please accept this letter as my formal resignation from the position of Engineer at Waterloo Morada Fire District, effective July 14<sup>th</sup>, 2022.

My decision to leave Waterloo Morada has been accompanied by great ambivalence. I am truly grateful for all that the administration and the membership has done for me over the years. After much consideration, I have decided to further my career in the fire service with Cosumnes Fire Department. My time spent with Waterloo Morada will always be something I cherish. I wish for nothing but success and progress for the organization and my brothers and sisters in the future.

If I can be of any assistance during this transition, please let me know.

Sincerely,

Nathaniel Lebed

**Notice of Resignation**

James Wicke  
11715 N. Clements Rd  
Linden, CA, 95236

July 1<sup>st</sup>, 2022

Waterloo Morada Fire District  
6925 E. Foppiano Ln.  
Stockton, CA 95212

Dear Chief Walder,

I'm writing this notice to inform you of my intention to resign from my position as Engineer at Waterloo Morada Fire District effective July 14<sup>th</sup>, 2022.

I will forever be grateful to Waterloo Morada for giving me the opportunity to live out my dream of working in the fire service. It has been an absolute pleasure working alongside the men and women of this agency and will never forget nor neglect the personal and professional relationships I have made during my time here. This has not been an easy decision for me and my family, as we have grown a deep loyalty to this agency that will be hard to shake. However, I have been offered an opportunity that I hope, in time, will allow me to provide a better life for my family financially and allow me to spend more quality time with them. I hope I will be leaving Waterloo Morada in a better position than when I started and wish all the best for this agency and all of its personnel in the future.

Please let me know how I can be of any further assistance during this resignation period.

Thank you,

  
James Wicke



**SAN JOAQUIN**  
— COUNTY —  
*Greatness grows here.*

# Community Development Department

Planning · Building · Code Enforcement · Fire Prevention · GIS

## APPLICATION REFERRAL: Staff Review with Notice

**Shortened Review Period:**  
2 week response time.

Project Planner: Alisa Goulart Phone: (209) 468-0222 Fax: (209) 468-3163 Email: [alisa.goulart@sjgov.org](mailto:alisa.goulart@sjgov.org)

The following project has been filed with this Department: **APPLICATION NUMBER: PA-2000072 (SA, TE)**

**PROPERTY OWNER:** Blyden LP  
3239 W. Ashlan Ave.  
Fresno, CA 93722

**APPLICANT:** IGRA Investments Inc.  
Gurpartap Singh  
62 N. Sierra Madre St.  
Mountain House, CA 95391

**PROJECT DESCRIPTION:** A 1-Year Time Extension for a previously approved Site Approval application to develop an existing 4.55-acre lot in 2 phases over 4 years. Phase 1 to include a 5,940-square-foot convenience store and quick-serve restaurant with drive-thru; a 4,323-square-foot carwash; a 5,335-square-foot canopy with 8 gas dispensers for automobiles; and 2 canopies (1,386 square-feet each) with 8 gas dispensers for tractor-trailers. Phase 2 to include a 2,637-square-foot building to house a Starbucks coffee shop with drive-thru and a fast-food restaurant. (Use Type: Gasoline Sales – Combination; Eating Establishment - Convenience). The business proposes to operate 24 hours per day, 7 days per week. The applicant is also proposing a modification to the sign ordinance to permit a pylon sign with a maximum height of 100 feet and a maximum surface area of 300 square-feet, to be located on the northeast corner of the property. The project will be served by the City of Stockton for sanitary sewer service and will utilize a private onsite well and onsite stormwater retention pond.

The Property is zoned C-G (General Commercial) and the General Plan designation is C/G (General Commercial).

**PROJECT LOCATION:** The project site is located on the southwest corner of N. Wilson Way and E. McAllen Rd., Stockton. (APN/Address: 132-020-22 / 4343 N. Wilson Way, Stockton) (Supervisory District: 4)

**ENVIRONMENTAL DETERMINATION:** This project as described is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), and a Notice of Exemption will be filed if the project is approved.

**APPLICATION REVIEW:** Recommendations and/or comments on this project must be submitted to the Community Development Department no later than June 29, 2022. Recommendations and/or comments received after that date may not be considered in staff's analysis.

**AGENCY REFERRALS MAILED ON:** June 15, 2022

**TO:**

- |                                     |   |                                    |
|-------------------------------------|---|------------------------------------|
| SJC Supervisor: District 2          | Caltrans – District 10                  | US Fish & Wildlife                 |
| SJC Building Division / Plan Check  | CA Highway Patrol                       | Builders Exchange                  |
| SJC Environmental Health            | CA Regional Water Quality Control Board | Building Industry Association      |
| SJC Fire Prevention Bureau          | Central Valley Flood Protection Board   | Buena Vista Rancheria              |
| SJC Mosquito Abatement              | CA Fish & Wildlife Region: 2            | California Valley Miwok Tribe      |
| SJC Public Works                    | CA Native American Heritage Commission  | California Tribal TANF Partnership |
| SJC Sheriff Communications Director | Stockton East Water District            | North Valley Yokuts Tribe          |
| City of Stockton                    | PG&E, AT&T                              | United Auburn Indian Community     |
| Stockton Unified School District    | California Water Service Company        | Carpenters Union                   |
| Waterloo-Morada Fire District       | Stockton Sewer Service                  | Haley Flying Service               |
| Air Pollution Control District      | Central California Traction Railroad    | Precissi Flying Service            |
| San Joaquin Council of Governments  | Federal Emergency Management Agency     | Sierra Club                        |





**SAN JOAQUIN**  
COUNTY  
*Greatness grows here.*

# Community Development Department

Planning · Building · Code Enforcement · Fire Prevention · GIS

## APPLICATION REFERRAL: Staff Review

**Short Review Period:**  
2 week response time

Project Planner: Alisa Goulart Phone: (209) 468-0222 Fax: (209) 468-3163 Email: [alisa.goulart@sjgov.org](mailto:alisa.goulart@sjgov.org)

The following project has been filed with this Department: **APPLICATION NUMBER: PA-2200111 (IP)**

<b>PROPERTY OWNER:</b>	Knapheide Manufacturing Co. 1848 Westphalia Strasse Quincy, IL 62305	<b>APPLICANT:</b>	Pacific Construction 4523 S. B Street Stockton, CA 95206
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**PROJECT DESCRIPTION:** A Site Improvement Plan application for the removal of 5 Native Oak Trees and the planting of 18 Native Oak Trees pursuant to Development Tittle Section 9-1505.3(b). This is to fulfill a Condition of Approval for Site Approval No. PA-2100052. The project site is not under a Williamson Act Contract

The Property is zoned I-L (Limited Industrial) and the General Plan designation is I/L (Limited Industrial).

**PROJECT LOCATION:** The project site is on the southeast corner of N. Bozzano Ln. and E. Hardaway Ln., Stockton. (APN/Address: 101-290-07 & -09 / 3550 N. Bozzano Rd., Stockton) (Supervisorial District: 4)

**APPLICATION REVIEW:** Recommendations and/or comments on this project must be submitted to the Community Development Department no later than June 23, 2022. Recommendations and/or comments received after that date may not be considered in staff's analysis.

**AGENCY REFERRALS MAILED ON:** June 9, 2022

**TO:**

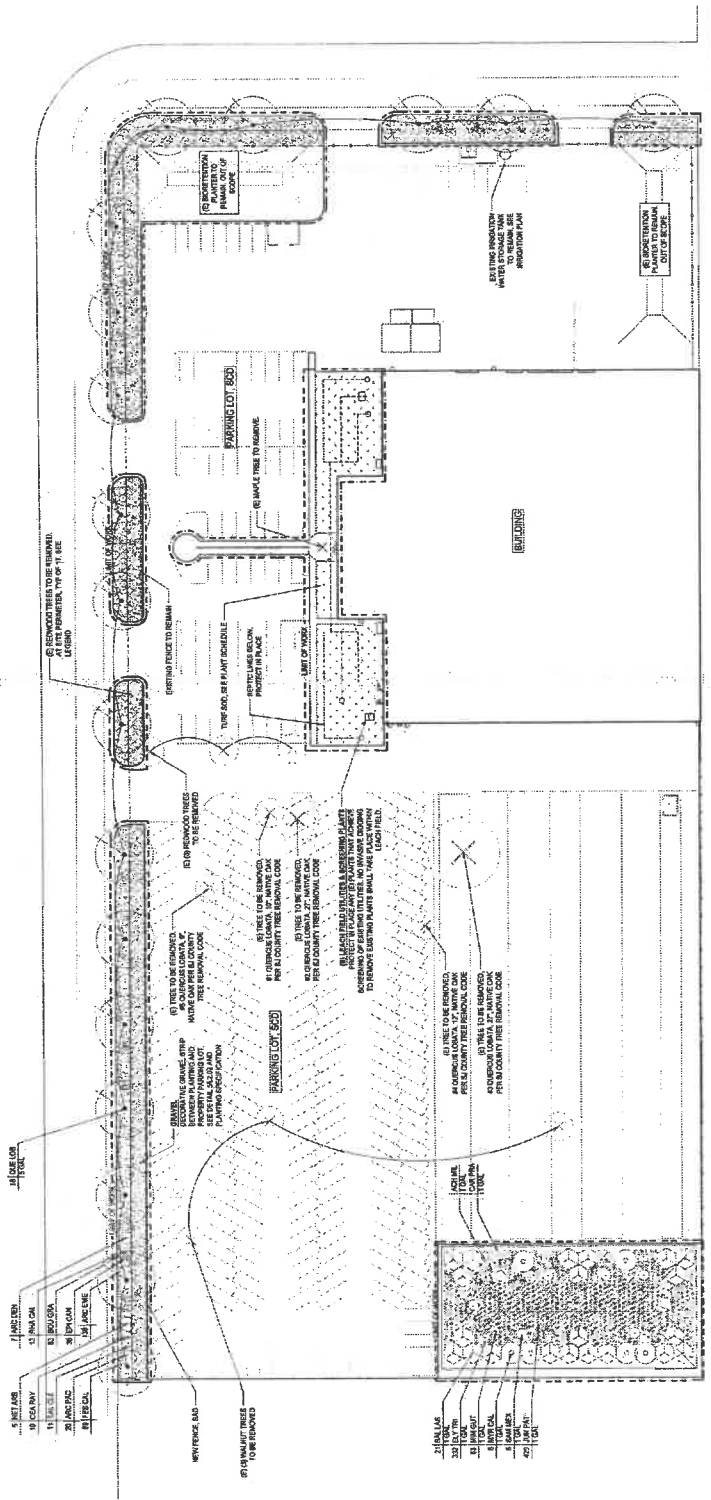
SJC Supervisor: District 4	SJC Public Works	CA Fish & Wildlife Region: 2
SJC Assessor	SJC Sheriff Communications Director	Stockton East Water District
SJC Building Division / Plan Check	Linden Unified School District	PG&E
SJC Environmental Health	Waterloo Morada Fire District	Haley Flying Service
SJC Fire Prevention Bureau	Air Pollution Control District	Precissi Flying Service
SJC Mosquito Abatement	San Joaquin Council of Governments	Sierra Club





**KNAPEHEIDE SITE AND BUILDING IMPROVEMENTS STOCKTON**

3550 BOZZANO ROAD  
 STOCKTON, CA 95215  
 Parcel ID: 3550 Bozzano Road 10129007  
 3400 Bozzano Road (Neighb) 10129003  
 Proj. No. 2374883  
 C.M. Weber Grant Lot 7 & Lot 8



- LEGEND**
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LA Item  
6.4



**SAN JOAQUIN**  
— COUNTY —  
*Greatness grows here.*

# Community Development Department

Planning · Building · Code Enforcement · Fire Prevention · GIS

## NOTICE OF SPECIAL PUBLIC HEARING

Before the

### SAN JOAQUIN COUNTY PLANNING COMMISSION

**SPECIAL LOCATION:** San Joaquin County Administration Building  
44 N. San Joaquin St., #640 (Board of Supervisors Chambers), Stockton, California

**Thursday, July 21, 2022**

**SPECIAL TIME: 6 P.M.**

#### **SPECIAL HEARING INFORMATION:**

The Board of Supervisors chambers will now be open to the public without restrictions. In addition, please note that public participation is still permitted remotely by email ([pcrecords@sjgov.org](mailto:pcrecords@sjgov.org)) or by Microsoft Teams (via computer and/or phone) as explained on the Community Development Department website and public hearing notice. Please visit our Planning Commission page at <https://sjgov.link/planning-commission> for the most current information regarding public participation.

All votes during the teleconference will be conducted by roll call vote.

The following alternatives are available to members of the public to watch these hearings and provide comments to the Planning Commission before and during the meeting:

#### **PARTICIPATE:**

Use Microsoft Teams via computer or mobile device at:

<https://sjgov.link/planning-commission-hearing>

Or by calling (209) 645-4071, Conference ID: 847 406 772#

**Note: You are able to use either your phone or computer to participate. Please make sure to mute your microphone upon logging in until the participation portion of the hearing is announced. Please note that the chat function of Microsoft Teams is not actively monitored and questions or comments made using this function will not be considered part of the official record.**

#### **WATCH:**

Live stream the Planning Commission meetings at:

[https://www.youtube.com/channel/UCw9ExATz2VnZjbntMMA\\_Anw](https://www.youtube.com/channel/UCw9ExATz2VnZjbntMMA_Anw)

**Note: Comments made on YouTube are not considered part of the official record and will not be shared with the Planning Commission.**

#### **LISTEN:**

Members of the public may listen to the hearing by calling (209) 468-0750.

**Note: Please mute phone after calling in. This number does not allow for public participation.**

#### **PUBLIC COMMENT:**

Public Comments, limited to 250 words or less, may be submitted by sending an email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org). **Emailed public comments are limited to 250 words or less.** If they are received before or during the hearing they will be read into the record. Emailed comments regarding a specific agendized item should include the application number in the subject line. Emailed comments received prior to the close of the public hearing will be included in the official record on file with the Planning Commission. **Comments made on YouTube are not considered part of the official record and will not be provided to the Planning Commission.** If you need disability-related modification or accommodation in order to participate in this hearing, please contact the Community Development Department at (209) 468-3121 at least 48 hours prior to the start of the meeting.

**PROJECT:**

**USE PERMIT NO. PA-2100164 AND DEVELOPMENT AGREEMENT NO. PA-2200028 OF JIANG'S PROPERTIES MANAGEMENT, LLC (C/O JKL Sunshine, Inc.)** for a commercial cannabis cultivation and distribution facility. The project proposes to convert an existing 7,000-square-foot building; a 13,200-square-foot building; and a 3,930-square-foot building for indoor cannabis cultivation; and convert a 4,720-square-foot building for cannabis distribution. The project site is located on the south side of E. Navone Rd.; 3,390 feet south of E. Fairchild Ln., Stockton (Supervisorial District: 4)

**ENVIRONMENTAL REVIEW OF PROJECT:**

**Environmental Determination:** A Mitigated Negative Declaration for this project has been prepared and is proposed for adoption.

**PUBLIC HEARING PROCEDURES:**

The following is a brief explanation of Planning Commission hearings. For hearings with large agendas, or if an item is particularly controversial, the time limits noted below may be applied by the Chair:

- Staff report and recommendation are presented.
- Applicant may provide oral (limited to 20 minutes) or written testimony.
- Other project proponents may provide testimony via Microsoft Teams (limited to 5 minutes) or email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org) (limited to 250 words). Emailed comments received in support of the project will be read into the record.
- Project opponents may provide testimony via Microsoft Teams (limited to 5 minutes) or email to [pcrecords@sjgov.org](mailto:pcrecords@sjgov.org) (limited to 250 words). Emailed comments received in opposition of the project will be read into the record.
- Applicant may provide a rebuttal (limited to 10 minutes).
- Time limits do not apply to responses to questions from Planning Commissioners or staff.
- Chair will close the public hearing and bring the matter back to the Planning Commission for discussion and decision.

Jennifer Jolley, Interim Director  
San Joaquin County  
Community Development Department

**WATERLOO MORADA FIRE DISTRICT****Board of Directors**

June 8, 2022, Regular Board Meeting @ 7:00 pm

6925 E. Foppiano Lane, Stockton CA 95212

Teleconference Meeting/In Person Hybrid

In Accordance to Governor Newsome's Executive Order N-29-20 and AB361

If a member of the public is interested in attending by teleconference, contact fire administration (209) 931-310

1. **Meeting Called to Order –7:00 pm**  
**Announcement of Meeting Recorded**  
**Roll Call/ Members Present:** Clay Titus, Ralph Lucchetti and John Baker  
**Present via Teleconference:** Ryan Haggerty and Ryan Gresham  
**Also Present are:** Chief Walder, Admin. Secretary Yolanda Palermo and BC Byous
2. **Pledge of Allegiance:** Ralph Lucchetti
3. Presentations:
4. **IN THE MATTER OF PUBLIC DISCUSSION:** This time is provided to the public to address the Board of Directors on items not on the agenda. State law prohibits the Board of Directors from taking action on these items. Each person will be limited to no more than five minutes of discussion time and the total time allotted for discussion shall not exceed thirty minutes.
5. **Late Agenda Items; Government Code Section 54954.2(b) 2**  
6.5 PA 2200030 (GP) and PA2200031 (ZR)  
9.4.1 SJCERA Letter – Actuarial Analysis
6. **Correspondence**  
6.1 SJCCD Application # PA 200098(LA) Lot Line adjustment, Canepa Rd. and Hildreth Ln.  
6.2 SJCCD Application # 1900197 (SA, TE) Extension Application Auto Auctions, Newton Rd and Cherokee Rd  
6.3 SJCCD Application # 1900286 (SA, TE) Extension Application Truck Leasing and Sales, Cherokee Rd. at Wilcox.  
6.4 SJCCD Application # PA-2100164 (UP) and PA-2200028 (DA) Commercial Cannabis cultivation & distribution Facility, E. Navone Rd and south of E. Fairchild Ln.  
6.5 SJCCD Application # PA-2200030(GP) and PA-2200031(ZR) General Plan Amendment and change Zone Reclassification, Eight Mile Rd and N. Micke Grove Rd.
7. **Approval of Minutes:**  
7.1 Board Meeting May 11, 2022  
7.2 Special Board Meeting on May 23, 2022  
Motion to approve minutes from May 11 and May 23, 2022 by John Baker  
Second: Ralph Lucchetti Roll Call Vote: 3 Approve / 0 Abstain / 2 Absent (Gresham and Haggerty)
8. **Financial Reports:**  
8.1 Unpaid Bills by Vendor and Requisition # 12  
Motion to approve bills by Ralph Lucchetti  
Second: John Baker Roll Call Vote: 3 Approve/ 0 Abstain / 2 Absent (Gresham and Haggerty)  
8.2 Monthly Summary Report – Reviewed
9. **Old Business:**  
9.1 Station 2 Update
  - Director Baker abated weeds at Station 2, for the second time
  - Metal Building was delivered on June 13, 2022
9.2 Station 1 Dorm Room Update
  - June 13, 2022 work will start in Dorm Rooms, this will take approximately 5 weeks to complete
  - Board will meet in Apparatus Bay for July 13 meeting.

9.3 AB361 Public Agency Virtual Meetings – John Baker made motion to continue to AB361  
Second: Ralph Lucchetti Roll Call Vote: 3 Approve / 0 Abstain 2 Absent (Gresham and Haggerty)

9.4 Negotiations Update:

- Submitted salary increase to SJCERA
- Pay out for Vacation and SLB ( Sick Leave Bank ) is under review with Legal

9.4.1 SJCERA Letter from Cheiron, Re: Impact to SJCERA from the WMFD Salary Agreement

**10. New Business:**

10.1 Resolution N. 22-06 / Adopting Expenditure Limitations for F.Y 2022-2023

Motion to approve adopt Resolution No. 22-06 by John Baker

Second: Ralph Lucchetti Roll Call Vote: 3 Approve / 0 Abstain / 2 Absent (Gresham and Haggerty)

10.2 Preliminary Budget Fiscal Year 2022-2023

Motion to approve Preliminary Budget for F.Y. 22/23 by John Baker

Second: Ralph Lucchetti Roll Call Vote: 3 Approve / 0 Abstain / 2 Absent (Gresham and Haggerty)

**11. Reports:**

11.1 Member Reports:

11.2 Chief Reports:

- 260 Calls, YTD 1107 / Homeless Related Calls 64
- Increase in grass fires, Brush Unit (BR15-1) responded to 70 calls  
**Training:** Strike Team, Wildland and Overhead OES training is complete- Red Cards issued  
 BC Byous working diligently on the Active Shooter Regional agency drill  
**Prevention / Public Education:** Weed Abatement in progress, Vegetation Management Program  
 will take place on June 20<sup>th</sup> and 21<sup>st</sup>  
**Apparatus:** OES 4122 is out of service at OES shop – annual maintenance  
**Administration:** Retired Chief Henry was recognized along with numerous other County Chiefs  
 Two Firefighters have been given conditional job offers.  
 SJCERA sent notification of a debit against our account for a retiree’s Medicare part B. Yolanda is  
 working to resolve this with SJCERA, as district has already settled with retirees.  
 Chief Walder has been elected President of the County Chiefs

**12. Closed Session: 8:11 pm**

12.1 Pursuant to Government code Section 54957.6 Conference with Labor Negotiator  
and Government code Section 54957.8 Labor Negotiations – Unrepresented Employee

Open: 8:28 pm – No Report from Closed Session

**Meeting Adjourned: 8:30 pm**

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Board of Director  
Waterloo Morada Fire District

8:32 AM  
07/11/22

# Waterloo Morada Rural County Fire Protection District Unpaid Bills by Vendor All Transactions

Type	Date	Num	Due Date	Open Balance
<b>Akerland Technology Solutions</b>				
Bill	7/5/2022		7/11/2022	419.92
Total Akerland Technology Solutions				419.92
<b>Alhambra</b>				
Bill	7/5/2022		7/11/2022	274.61
Total Alhambra				274.61
<b>AT&amp;T - CALNET 3</b>				
Bill	7/5/2022		7/11/2022	109.09
Total AT&T - CALNET 3				109.09
<b>AT&amp;T Regular</b>				
Bill	7/5/2022		7/11/2022	78.92
Total AT&T Regular				78.92
<b>Baker, John</b>				
Bill	7/5/2022		7/11/2022	200.00
Total Baker, John				200.00
<b>Brannon Tire</b>				
Bill	7/5/2022		7/5/2022	1,264.28
Total Brannon Tire				1,264.28
<b>California Choice</b>				
Bill	7/5/2022		7/11/2022	18,639.96
Total California Choice				18,639.96
<b>California Waste Recovery Systems</b>				
Bill	7/5/2022		7/11/2022	312.04
Total California Waste Recovery Systems				312.04
<b>California Waste Recovery*</b>				
Bill	7/5/2022		7/11/2022	291.95
Total California Waste Recovery*				291.95
<b>CCT Telecommunications, Inc.</b>				
Bill	7/5/2022		7/11/2022	200.00
Total CCT Telecommunications, Inc.				200.00
<b>DeHart Plumbing, Heating &amp; Air Inc.</b>				
Bill	7/5/2022		7/11/2022	319.00
Total DeHart Plumbing, Heating & Air Inc.				319.00
<b>DeLage Landen Financial Services, Inc.</b>				
Bill	7/5/2022		7/11/2022	107.10
Total DeLage Landen Financial Services, Inc.				107.10
<b>Delta Dental Client Services</b>				
Bill	7/5/2022		7/11/2022	2,356.19
Total Delta Dental Client Services				2,356.19
<b>Diede Construction, Inc</b>				
Bill	7/5/2022		7/11/2022	23,274.67
Total Diede Construction, Inc				23,274.67
<b>Diesel Performance, Inc.</b>				
Bill	7/5/2022		7/11/2022	647.87
Total Diesel Performance, Inc.				647.87
<b>Fire Agencies Insurance Risk Authority</b>				
Bill	7/5/2022		7/11/2022	53,601.00
Total Fire Agencies Insurance Risk Authority				53,601.00
<b>Fire Agencies Self Insurance System</b>				
Bill	7/5/2022		7/11/2022	47,132.00
Total Fire Agencies Self Insurance System				47,132.00

## Waterloo Morada Rural County Fire Protection District Unpaid Bills by Vendor All Transactions

Type	Date	Num	Due Date	Open Balance	
<b>Firefighters of San Joaquin / Local 1243</b> Bill	7/5/2022		7/11/2022	830.88	<i>PW</i>
Total Firefighters of San Joaquin / Local 1243				830.88	
<b>Flyers</b> Bill	7/5/2022		7/11/2022	1,480.60	<i>PW</i>
Total Flyers				1,480.60	
<b>Gresham, Ryan</b> Bill	7/5/2022		7/11/2022	150.00	<i>PW</i>
Total Gresham, Ryan				150.00	
<b>Haggerty, Ryan</b> Bill	7/5/2022		7/11/2022	150.00	<i>PW</i>
Total Haggerty, Ryan				150.00	
<b>Hi-Tech Emergency Vehicle Service, Inc.</b> Bill	7/5/2022		7/11/2022	13,618.31	<i>PW</i>
Total Hi-Tech Emergency Vehicle Service, Inc.				13,618.31	
<b>Hunt &amp; Sons, Inc</b> Bill	7/5/2022		7/11/2022	3,558.69	<i>PW</i>
Total Hunt & Sons, Inc				3,558.69	
<b>Joint Radio User Group</b> Bill	7/5/2022		7/11/2022	7,224.47	<i>PW</i>
Total Joint Radio User Group				7,224.47	
<b>Kingsley Bogard LLP</b> Bill	7/5/2022		7/11/2022	1,864.50	<i>PW</i>
Total Kingsley Bogard LLP				1,864.50	
<b>Life-Assist, Inc.</b> Bill	7/5/2022		7/11/2022	1,242.57	<i>PW</i>
Total Life-Assist, Inc.				1,242.57	
<b>Lucchetti, Ralph</b> Bill	7/5/2022		7/11/2022	200.00	<i>PW</i>
Total Lucchetti, Ralph				200.00	
<b>Mission Linen Supply</b> Bill	7/5/2022		7/11/2022	222.29	<i>PW</i>
Total Mission Linen Supply				222.29	
<b>Net Duty Software, Gallatinweb, LLC</b> Bill	7/5/2022		7/11/2022	1,601.76	<i>PW</i>
Total Net Duty Software, Gallatinweb, LLC				1,601.76	
<b>O'Reillys Auto Parts</b> Bill	7/5/2022		7/11/2022	52.63	<i>PW</i>
Total O'Reillys Auto Parts				52.63	
<b>Pacific Gas &amp; Electric Co.</b> Bill	7/5/2022		7/11/2022	1,821.26	<i>PW</i>
Bill	7/5/2022		7/11/2022	329.44	
Total Pacific Gas & Electric Co.				2,150.70	
<b>Pacific Records Management</b> Bill	7/11/2022		7/11/2022	66.60	<i>PW</i>
Total Pacific Records Management				66.60	
<b>Pathian Administrators</b> Bill	7/5/2022		7/11/2022	187.65	<i>PW</i>
Total Pathian Administrators				187.65	

8:32 AM  
07/11/22

8.1

**Waterloo Morada Rural County Fire Protection District**  
**Unpaid Bills by Vendor**  
All Transactions

Type	Date	Num	Due Date	Open Balance	
<b>San Joaquin County Assessor</b>					
Bill	7/5/2022		7/11/2022	691.19	<i>EW</i>
Total San Joaquin County Assessor				691.19	
<b>Terminix International</b>					
Bill	7/5/2022		7/11/2022	111.00	<i>EW</i>
Total Terminix International				111.00	
<b>Titus, Clay</b>					
Bill	7/5/2022		7/11/2022	200.00	<i>EW</i>
Total Titus, Clay				200.00	
<b>U.S. Bank Corporate Payment System</b>					
Bill	7/5/2022		7/11/2022	3,189.47	<i>EW</i>
Total U.S. Bank Corporate Payment System				3,189.47	
<b>WMFF Association</b>					
Bill	7/5/2022		7/11/2022	360.00	<i>EW</i>
Total WMFF Association				360.00	
<b>TOTAL</b>				<b>188,381.91</b>	



Waterloo Morada Rural County Fire Protection District

8.1

7/11/2022 3:47 PM

Register: Unrestricted-Undesignated:101 · F & M Checking-General

From 06/09/2022 through 07/11/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
06/15/2022			Unrestricted-Undesign...	Funds Transfer...		X	96,088.00	120,238.71
06/20/2022	7528	Akerland Technolog...	2000 · *Accounts Paya...	Invoice 1424	309.92	X		119,928.79
06/20/2022	7529	Business Office Syst...	2000 · *Accounts Paya...	C001345	218.68			119,710.11
06/20/2022	7530	Comcast	2000 · *Accounts Paya...	815560068045...	153.40	X		119,556.71
06/20/2022	7531	Comcast*	2000 · *Accounts Paya...	815560068080...	167.13	X		119,389.58
06/20/2022	7532	The Record	2000 · *Accounts Paya...	27513	170.28	X		119,219.30
06/21/2022	7533	Kesselman, John *	2000 · *Accounts Paya...	Reimbursement	53.02			119,166.28
06/28/2022	7534	Hunt & Sons, Inc	2000 · *Accounts Paya...	28393	4,519.77			114,646.51
06/28/2022	7535	Pacific Gas & Electri...	2000 · *Accounts Paya...	8928861230-5	60.26			114,586.25
06/28/2022	7536	TRI Air Testing	2000 · *Accounts Paya...	Invoice 010330...	211.00			114,375.25
06/30/2022			450 · Interest-Checking	Interest		X	1.31	114,376.56

\$ 5863.46

2 · 500 · 00

0 · \*

309 · 92 +

218 · 68 +

153 · 40 +

167 · 13 +

170 · 28 +

53 · 02 +

4 · 519 · 77 +

60 · 26 +

211 · 00 +

009

5 · 863 · 46 \*

Approved at Board Meeting  
held on : July 13, 2022

Requisition # 1

**8.1**  
Waterloo Morada Fire District  
6925 E. Foppiano Lane  
Stockton, CA 95212  
Chief Eric Walder  
ypalermo@wmfire.org

PAYABLE	ADDRESS	FUND ACCT	AMOUNT	CHECK	DESCRIPTION
Waterloo Morada Fire Protection District	6925 E. Foppiano Lane Stockton, CA 95212	49701-6238000000	\$188,381.91		General Expenditures
<b>Total : 49701</b>					Unpaid Bills Detail Report
Waterloo Morada Fire Protection District	6925 E. Foppiano Lane Stockton, CA 95212	49701-6238000000	\$5,863.46		General Expenditures
<b>Total: 49701</b>		<b>TOTAL</b>	<b>\$194,245.37</b>		Bills Pd. Prior to Meeting

Approved: \_\_\_\_\_  
Approved: \_\_\_\_\_

Waterloo Morada Fire District Monthly Summary Report 2022-23

Summary  
8.2

Budget Year Left **97%** Todays Date **7/12/22**

EXPENDITURES - General		General Budget Amt	Reserve / Restricted	Total Budget	Balance	% Bal Left of Total Budget
<b>PERSONNEL</b>						
<a href="#">510</a>	SALARIES - REGULAR/A13-15, A2Q	\$ 1,539,802		\$ 1,539,802	\$ 1,476,016	96%
<a href="#">512</a>	SALARIES - OVERTIME- FLSA-ATO	\$ 302,266		\$ 302,266	\$288,022	95%
<a href="#">515</a>	SALARIES - EXTRA HELP - PART TIME	\$ 42,019		\$ 42,019	\$40,450	96%
<a href="#">SJCO</a>	RETIREMENT - EMPLOYER SHARE	\$ 1,335,726		\$ 1,335,726	\$1,287,115	96%
530-534	INSURANCE - MEDICAL, DENTAL	\$ 275,769		\$ 275,769	\$254,773	92%
<a href="#">542</a>	SJCO PAYROLL OTHER EXPENSES	\$ 261,725		\$ 261,725	\$214,593	82%
<b>VEHICLE &amp; EQUIPMENT</b>						
<a href="#">542</a>	FUEL	\$ 60,749	\$ 4,251	\$ 65,000	\$ 64,891	100%
<a href="#">546</a>	FIREFIGHTING TOOLS/EXTRICATION	\$ 6,525		\$ 6,525	\$ 6,525.00	100%
<a href="#">547</a>	RADIOS	\$ 4,000		\$ 4,000	\$ 4,000	100%
<a href="#">549</a>	SCBA	\$ 8,300		\$ 8,300	\$ 8,300	100%
<a href="#">550</a>	HOSE & NOZZLES	\$ 1,300			\$ 1,300	100%
<a href="#">552</a>	EQUIPT MAINTENANCE	\$ 6,000		\$ 6,000	\$ 6,000	100%
<a href="#">553</a>	VEHICLE MAINTENANCE	\$ 30,000		\$ 30,000	\$ 13,649	45%
	Repair				\$ -	
	Maintenance				\$ -	
<a href="#">541</a>	APPARATUS REPLACEMENT PROG./PAYMENTS	\$ 151,049	\$ 108,106	\$ 259,155	\$ 259,155	100%
<a href="#">554</a>	EQUIPMENT CAPITOL OUTLAY				\$ -	
<a href="#">616</a>	CLOTHING - SAFETY	\$ 17,400		\$ 17,400	\$ 16,097	93%
<b>BUILDINGS &amp; GROUNDS</b>						
<a href="#">561</a>	BUILDING MAINTENANCE	\$ 18,900		\$ 18,900	\$18,539	98%
<a href="#">562</a>	REPAIR OFFICE/LIVING QUARTERS	\$ 2,500		\$ 2,500	\$2,500	100%
<a href="#">564</a>	OFFICE FURNITURE	\$ 2,500		\$ 2,500	\$2,500	100%
<a href="#">569</a>	BUILDING & GROUND CONTINGENCIES	\$ -			\$30,659	
<a href="#">570</a>	STATION / PROPERTY CAPITOL OUTLAY	\$ 190,000	\$ 75,000	\$ 265,000	\$ 241,725.33	91%
<b>SUPPLIES</b>						
<a href="#">601</a>	OFFICE EQUIPMENT	\$ 2,000		\$ 2,000	\$ 2,000	100%
<a href="#">602</a>	COMPUTER EQUIPMENT	\$ 14,632		\$ 14,632	\$ 14,632	100%
<a href="#">603</a>	ANNUAL SERVICE CONTRACTS	\$ 21,277		\$ 21,277	\$ 21,277	100%
<a href="#">606</a>	OFFICE SUPPLIES	\$ 5,200		\$ 5,200	\$ 4,560	88%
<a href="#">607</a>	POSTAGE	\$ 1,315		\$ 1,315	\$ 1,315	100%
<a href="#">608</a>	STATION SUPPLIES-CLEAN/MAINT	\$ 6,000		\$ 6,000	\$ 5,992	100%
<a href="#">618</a>	MEDICAL SUPPLIES/EQUIPMENT	\$ 31,400		\$ 31,400	\$ 10,645	34%
<a href="#">625</a>	UTILITIES - ELEC/ GAS/ WATER/GARBAGE/TEL-INT	\$ 46,145		\$ 46,145	\$ 43,430	94%
<a href="#">633</a>	FOOD / WATER	\$ 8,000		\$ 8,000	\$ 7,453	93%
<a href="#">635</a>	FIREFIGHTING FOAM	\$ 2,500		\$ 2,500	\$ 1,647	66%
<a href="#">636</a>	SUPPLIES - CONTINGENCIES	\$ 1,000		\$ 1,000	\$ 1,000	100%
<b>SERVICES</b>						
<a href="#">657</a>	DISPATCHING	\$ 80,000		\$ 80,000	\$ 72,776	91%
<a href="#">658</a>	COMPUTER SUPPORT	\$ 5,200		\$ 5,200	\$ 4,780	92%
<a href="#">665</a>	PHYSICAL EXAMS/EMT RECERT	\$ 5,200		\$ 5,200	\$ 5,200	100%
<a href="#">670</a>	FIRE PREVENTION/PUBLIC EDUCATION		\$ 3,500	\$ 3,500	\$ 3,500	100%
<a href="#">675</a>	EMPLOYEE TRAINING	\$ 6,197	\$ 13,703	\$ 19,900	\$ 19,749	99%
<a href="#">679-1</a>	MEMBERSHIP & CONFERENCES	\$ 12,710		\$ 12,710	\$ 12,335	97%
<a href="#">690</a>	SERVICE CONTINGENCY	\$ 1,150		\$ 1,150	\$ 1,150	100%
<a href="#">652-56</a>	OUTSIDE SERVICES	\$ 130,686		\$ 130,686	\$76,394	58%
<a href="#">676-80</a>	PROFESSIONAL SERVICES	\$ 31,000	\$ 21,100	\$ 52,100	\$ 50,236	96%

	Balance Sheet	Last Month	Current	Change
100	General Account- SJ County	\$ 769,247	\$ 321,639	\$ 447,608
101	Operating Funds - F&M Checking	\$ 26,594	\$ 119,990	\$ (93,396)
103	Operating Reserves / SJ County	\$ 8,446	\$ 9,221	\$ (775)
106	Operating Reserves/F&M Bank	\$ 1,304,465	\$ 1,203,098	\$ 101,367
	*Apparatus Replacement			
	*Capital Improvements/New Station Const.			
	Sum of 103 and 106		\$ 1,212,319	

Long Term Liability		Beg Bal	Liability Paid	Balance
7/12/2022	SJCERA Sick Leave Bank	\$ 230,000	\$ 24,548	\$ 205,452
	Station 2 Property	\$ 536,250	\$ 86,521	\$ 449,729
	2018 Type 1 ( Hi-Tech )	\$ 626,281	\$ 447,343	\$ 178,938
	2018 Type 3 ( BME)	\$ 377,170	\$ 269,408	\$ 107,762
	2020 Type 1 ( E-2)	\$ 648,978	\$ 115,803	\$ 533,175
Final Budget Status		Budget Amt	Balance	% Bal Left
7/12/2022	Current Status of Budget	\$ 4,668,142		
	Restricted Revenue of Budget	\$ 225,660		
	<b>Total Budget</b>	<b>\$ 4,893,802</b>	<b>\$4,596,880</b>	<b>94%</b>

Revenue Status		Budget Amt	Est. Restricted	Balance	% Bal
7/12/2022	Revenues Received	\$ 0			
	GRANT				
	Interest -Operating Reserve F&M				
	Property Tax Secured - SB813	\$ 1,360		\$ -	
	Property Tax Current Secured	\$ 1,959,244		\$ -	
	Property Tax Current Unsecured	\$ 96,275		\$ -	
	Property Tax Unsecured-Prior	\$ 2,448		\$ -	
	SB813 Supplemental	\$ 101,426		\$ -	
	SB813 Prior Supplemental	\$ 300		\$ -	
	Special Assessment (1986 )	803,365.00		\$ -	
	Special Assessment ( Measure N )	1,624,252.00		\$ -	
	ST-Homeowners Property Tax	11,416.00		\$ -	
	Fees for Service ( Inspection-Permits)		\$ 30,000		
	Impact Mitigation		\$ 2,700		
	Outlawed Warrants/Miscellaneous				
	Fire Recovery		\$ 6,000		
	Rebates,Refunds / Fuel Tax Refund				
	Cost Reimbursement-Workers Comp				
	OES Reimbursement		\$ 350,000		
	<i>Employee Union /Assn Dues Reimbursed</i>	\$ 15,482			
	<b>Total Income</b>	<b>\$ 4,615,568</b>	<b>\$ 388,700</b>	<b>\$ -</b>	<b>\$0.00</b>

2022 - 2024

**Memorandum of Understanding**

**BETWEEN**

**Waterloo Morada  
Rural County Fire Protection Fire District**

**&**

**Firefighters of San Joaquin County  
Local 1243  
International Association of Firefighters**

07/13/2022

DRAFT

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## **PREAMBLE**

This Memorandum of Understanding is entered into by and between the Waterloo Morada Rural County Fire Protection Fire District, hereinafter referred to as the "Fire District" and the Firefighters of San Joaquin County, Local 1243, International Association of Firefighters, hereinafter referred to as the "Union", pursuant to California Government Code, Section 3500 et seq. as their exclusive and mutual agreement.

It is the purpose of this Memorandum of Understanding: to achieve and maintain harmonious relations between the Fire District and the Union; to provide for peaceful adjustments of differences which may arise; to establish wages, hours and working conditions, as described in Government Code Section 3500.

## **ARTICLE I**

### **RECOGNITION**

The Fire District recognizes that the Union is the exclusive bargaining agent for all paid, full time Firefighters, Engineers, Captains and Battalion Chiefs as defined in the Government Code Section 3501. The Union also recognizes that the Fire District is the employer and the Fire Chief is the primary contact for all matters relating to bargaining issues.

The representatives for the Fire District and the Union having reached agreement as hereinafter set forth, this Memorandum shall be submitted to the District Board with the joint recommendation that the body adopt this memorandum as its policies for the period of time specified in Article XV, unless these policies are otherwise changed by the appropriate meet and confer processes.

## **ARTICLE II**

### **RIGHT TO ORGANIZE**

The Fire District and the Union agree to the right to representation as defined in the Government Code Section 3502.

### **EMPLOYEE RIGHTS**

Employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters pursuant to law concerning employer-employee relations. Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District.

Nothing in this Memorandum of Understanding is intended to deprive an employee of his/her rights under applicable law.

## UNIT RECOGNITION

The District agrees to acknowledge, pursuant to Sections 3502 et. seq of the California Government Code, the Firefighters of San Joaquin County, Local 1243 Unit 15 Waterloo Morada Professional Firefighters Association (WMPFFA) as The exclusive recognized employee organization representing the fire service employees in the listed Subsection 6.2 below, until such time as WMPFFA fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, WMPFFA shall have the right and obligation to meet and confer and reach agreement with the District regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the WMPFFA organization. Nothing in this article shall be construed as violative of any requirement or provision of the Myers-Milias-Brown Act.

This Union shall consist of all permanent and probationary employees in the following classifications:

Fire Battalion Chief  
Fire Captain  
Fire Engineer  
Firefighter

New classifications, after the meet and confer process and approved by the District Board, shall be appropriately placed within this unit.

For all purposes, Fire District Volunteers, Contract Firefighters, Seasonal Firefighters, Reserves and/or Explorers are not considered employees and are not subject to the provisions of this Memorandum of Understanding. In addition, the District and WMPFF recognize that Volunteers, Reserves and/or Explorers will not be used to replace full time regular or probationary employees.

## ARTICLE III

### DISTRICT RIGHTS

Except as limited by the provisions of this MOU, the District retains the fundamental and inherent management rights necessary to operate as a fire protection district in accordance with the MOU and applicable laws. The District's retained management rights are to:

1. Determine the District's mission.
  2. Determine the necessity for and organization of any service or activity performed by the District.
  3. Determine the nature, manner, means, and extent of services to be provided to the public.
  4. Establish an operational budget and determine methods of financing.
  5. Determine types of equipment or technology to be used by the District.
  6. Determine the organizational structure, size and composition of the work force.
  7. Hire, transfer and promote employees.
  8. Direct employees in the performance of their duties.
  9. Establish reasonable employee performance standards.
  10. Discipline and dismiss employees in accordance with the MOU, District Policies and Procedures, and all applicable labor laws
  11. Take any and all necessary action to carry out the District's mission in Emergencies.
- Nothing in this management rights clause is intended to limit or nullify any express provisions of this MOU.

## ARTICLE IV

### STRIKES AND LOCKOUTS

The Union, its members and all employees within the employee bargaining unit represented herein, hereby agree that it shall not call, sanction, or engage in any primary strike, sympathetic strike, boycott, slowdown, suspension or stoppage of work for the duration of this Memorandum and for the period of time necessary to conclude a successor Agreement to this Memorandum.

The District agrees that it shall not cause or engage in any lockout, for the duration of this Memorandum.

## ARTICLE V

### DISCRIMINATION

The Fire District and the Union agree to prohibit discrimination as defined in Government Code Section 3506 and federal law.

## ARTICLE VI

### UNION BUSINESS

#### 6.1 UNION BUSINESS

The Fire District and the Union agree that 1 (one) elected official (unit representative, shop steward, negotiation representative etc.), and 1 (one) recorder for employee representation under this Memorandum of Understanding shall be allowed time off for all matters concerning representation by the Union as defined by Government Code Section 3505.3.

The Union agrees to notify, in writing, the employer the names of the Union individuals involved in Union Business and keep the employer apprised of any changes.

#### 6.2 DUES DEDUCTION

- A. The Fire District agrees to deduct, once each pay period, dues as may be authorized in the amount certified annually to be current by the Union from the pay of those employees who voluntarily request such deduction in writing. The total amount of deductions shall be remitted by the Fire District to the Union at an address to be provided by the Union. Authorization for payroll deduction shall remain in full force and effect during the term of this Memorandum.
- B. The Union shall indemnify, defend and hold harmless the Fire District against any claims and against any suit instituted against the Fire District on account of Check-off of Union dues.
- C. The Union shall refund to the Fire District any moneys paid in error upon presentation of proper evidence.

## ARTICLE VII

### PREVAILING BENEFITS

- A. The Fire District and the Union agree that all benefits and working conditions enjoyed by the employees past and present, which are not specifically included in this Memorandum of Understanding, shall remain in force, unchanged and unaffected in any manner, during the term of this Memorandum of Understanding, unless changed by mutual consent in writing. The Union further agrees that the employees shall not abuse benefits they now enjoy.
- B. The Fire District agrees to all wages, benefits and agreements negotiated in this Memorandum.

## ARTICLE VIII

### SCOPE OF REPRESENTATION

The Fire District and the Union agree that any changes regarding wages, hours, and other terms and conditions of employment by either party shall be in writing and subject to meet and confer except in cases of emergency as defined by Government Code Section 3504.5 and Section 3507.

## ARTICLE IX

### RULES AND REGULATIONS

The Fire District and the Union agree to establish a committee consisting of one (1) Chief Officer and one (1) Union Representative to periodically review areas including, but not limited to, Fire District Policy, Rules and Regulations and Grievance Procedures.

## ARTICLE X

### 10.1 SALARIES

During the term of this Agreement, salaries for all classifications will be adjusted as follows:

Effective	Adjustment
July 1, 2022	4% base salary adjustment
July 1, 2023	4% base salary adjustment

The salary schedule effective July 1, 2022 is hereby attached as Appendix A.

### 10.2 OUT OF GRADE COMPENSATION

A. The Fire District and the Union agree that employees will be paid at five percent (5%) above their current salary rate when working out of grade as assigned. Out of grade is defined as: Any rank acting in capacity of a higher rank.

In such cases such as an emergency and operational deficiencies, an Out of Grade assignment is at the sole discretion of the Fire Chief. The predominant factor to be considered shall be the need of the District and will not be unreasonable.

If such need arises, the employee will be paid five percent (5%) above their current hourly salary rate when working out of grade as assigned in staffing program.

With approval from the Fire Chief, Battalion Chief will be paid five percent (5%) above their current hourly rate when the Fire Chief is on planned vacation or extended time off.

B. Grade will be defined as Job Description shown in Appendix A.

**C. Out of Grade Qualifications**

**A. Captain as Battalion Chief**

CA State Fire Training Fire Officer Certificate  
District Task Book Completion  
Minimum of 1 year as captain with the District

**B. Engineer as Captain**

CA State Fire Training Firefighter II Certificate  
CA State Fire Training Company Officer 2D (All Risk)  
District Task Book Completion  
Minimum of 3 years with the District and 1 year at the Engineer rank

**C. Firefighter as Engineer**

Completion of up to an eight-week academy  
Driver Operator 1A  
District Task Book Completion  
Minimum of 4 months with the District

**ARTICLE XI**

**BENEFITS**

**11.1 ACCUMULATED TIME OFF (ATO)**

**A. New Employees**

1. New employees will be awarded prorated ATO accumulation dependent on hire date. If the employee begins employment with the District between;

July 1 and September 30, the employee will receive 96 hours of ATO Leave on October 1<sup>st</sup>.

Start date between October 1 and December 31<sup>st</sup>, the employee will receive 72 hours of ATO Leave on January 1<sup>st</sup>.

Start date between January 1 and March 31<sup>st</sup>, the employee will receive 48 hours of ATO Leave on April 1<sup>st</sup>.

Start date between April 1 and June 30<sup>th</sup>, the employee will receive 24 hours of ATO in the last pay period of June.

**B. Existing employees**

1. Existing employees at the beginning of the fiscal year will accrue ninety-six hours of banked ATO Leave. Except as allowed under section 11.3, below, any unused ATO Leave remaining in each employee's ATO Leave bank will be paid out in the last pay period of June at the employee's hourly base rate.
2. Paid out ATO shall not be considered compensation pensionable or earnable (collectively referred to as "retirement eligible compensation") for either Tier I ("classic") or Tier II (PEPRA) employees.

**11.2 HEALTH CARE BENEFITS**

- A. Fire District shall submit a monthly premium of eighty percent (80%) of the Kaiser Platinum HMO premium cost under the California Choice Plans. If an employee elects to participate in any other of the California Choice Plans the difference will be the responsibility of the employee. Employees currently enrolled cannot change plan level until the open enrollment period. Both the Fire District and Union recognize and agree that the employer may need to make unilateral changes to health benefits provided under the terms of this agreement pursuant to changes in State or Federal laws. In such case, the employer agrees to notify the Union and "meet and confer" over any such changes.
- B. If an employee wishes to opt-out of the Fire District sponsored health care benefit plan the Fire District shall provide the current cost of that employee's current plan up to five hundred fifty-dollars (\$550.00) maximum to the employee per month.
- C. Employee's that wish to opt-out must provide the Fire District with a certificate of eligible coverage or proof of current medical coverage.
- D. Any change in either the health or dental insurance programs will be with the mutual agreement of the parties
- E. The Fire District shall pay all cost of the dental insurance premium for the employee only and will not be considered as part of the insurance premium.
- F. Retired employees may remain on the Fire District health care benefit plan (retiree will pay the premium and the deductible) as long as the program is available through the mutual agreed upon health care and dental program.
- G. The employee will pay the amount of their medical and dental insurance costs that exceed the Fire District's contribution by authorizing payroll deductions.

- H. The Fire District shall pay and provide immunization and inoculation program for infectious diseases at the employee's option.

**11.3 VACATION**

- A. The Fire District and the Union agree that vacation shall be earned according to the following annual schedule:

Years of Service	Hours/month	Hours/Year	24 hour shifts
0 through 3 years 0 - 36 months	12	144	6
4 through 6 years 37 - 72 months	14	168	7
7 through 12 years 73 - 144 months	18	216	9
13 years on 145 months +	22	264	11

- B. Vacation shall be taken in four (4) hour increments. The maximum vacation that may be accumulated shall not exceed three hundred sixty (360) hours. Any employee wishing to accumulate the maximum number of hours must advise the Fire Chief.
- C. The Fire District and the Union agree to allow Firefighters, Engineers, Captains and Battalion Chiefs to take vacation on holidays.
- D. The Fire District and the Union agree that vacation will accrue on a monthly basis. Under special circumstances with the Fire Chief approval any unused vacation hours may be held over for a maximum of three (3) months. If unused by the end of that three (3) months they will be cashed out and paid to the employee in the next pay cycle.
- E. The Fire District and the Union agree to that only one (1) employee at a time may take time off.
- F. Vacation time is earned from the first day of the month the employee was hired in regardless of the date of hire. Vacation time will be received on the First day of the month.
- G. The Fire District and the Union agree that the Fire District will pay, upon the death of an employee prior to retirement, at the employee's current rate of pay; the employee's accumulated vacation balance to the employee's estate.
- H. The time at which the employee shall be granted a vacation is at the discretion of the Fire Chief or his/her designee. The predominant factor to be considered shall be the need of the District during critical staffing shortages and will not be unreasonably denied.



- I. Time off properly entered into the staffing program and approved by a Duty Officer shall be considered protected time off. Protected time off may only be cancelled by mutual agreement between the member and district.
- J. At their option, each employee, in the last full pay period of May and/or December each year may elect to convert up to 150 hours of accrued vacation to ATO leave and be paid out such converted leave at straight time. As noted in section 11.1.B.2, above, such paid-out ATO shall not be considered retirement eligible compensation.

#### **11.4 UNIFORM ALLOWANCE**

The Fire District and the Union agree that the Fire District will purchase up to one – thousand dollars (\$1,000.00) a year in uniforms per employee.

Personnel will be required to purchase and maintain and approved Class “A” uniform within two years of employment.

#### **11.5 FAMILY ILLNESS**

The Fire District and the Union agree to allow, at the request of the employee, in the event of an illness of a member of the immediate family and or a situation causing an employee to be granted emergency custody of a minor, the Fire District shall allow 1/2 of accrued sick leave available per occurrence to be deducted from accumulated sick leave. If additional time is needed the employee may request additional time.

Immediate family is defined as the employee or the employee’s spouse/domestic partner’s: Father, Mother, Step-Parent, Brother, Sister, Son, Daughter, Grandfather, Grandmother, Grandchild or Stepchild, Foster child.

#### **11.6 SICK LEAVE**

- A. The Fire District and the Union agree that an employee shall earn twenty four (24) hours of sick leave a month, two hundred and eighty-eight (288) hours a year. Employees may accrue up to four thousand (4000) hours of sick leave. Sick leave may not be used until the employee has completed 90 days of service.
- B. Sick leave shall be computed by hours and deducted from the employees benefit, on an hour sick, hour deduction basis.
- C. The Fire District and the Union agree that when an employee is injured while on duty, and after using all the employees 4850 time, the employee may use his/her accumulated sick leave.
- D. Employees shall continue to accrue sick leave while off on a job related sickness or injury.

- E. The Fire District and the Union agree that an employee shall earn twenty four (24) hours of sick leave a month for the first thirty six (36) months, two hundred and eighty eight (288) hours a year. After that period, eighteen (18) hours a month shall be earned, two hundred and sixteen (216) hours a year. Employees may accrue up to three thousand (3000) hours of sick leave. Sick leave may not be used until the employee has completed 90 days of service.
- F. Sick leave shall be computed by hours and deducted from the employees benefit, on an hour sick, hour deduction basis.
- G. The Fire District and the Union agree that when an employee is injured while on duty, and after using all the employees 4850 time, the employee may use his/her accumulated sick leave.
- H. Employees shall continue to accrue sick leave while off on a job related sickness or injury.
- I. Except as provided in Board Resolution 2-01 (see Exhibit B), or as specifically set forth in J. below, employees shall, receive no sick leave bank, cash payout or service credit for accumulated unused sick leave.
- J. Employees hired on or after August 27, 2001
  - I. Employees hired on or after August 27, 2001, upon retirement from Waterloo Morada Fire District only, may elect to receive up to twenty-five per cent (25%) of their accrued, unused sick leave paid at straight time. For any form of termination other than retirement from Waterloo Morada Fire District, all accumulated sick leave shall be forfeited.
  - II. As confirmed by SJCERS, accrued sick leave paid at retirement shall not be considered retirement eligible compensation. If, at any time, this section J.2 is deemed unlawful or unenforceable, section J.1. shall be void, and the parties will immediately meet and confer to consider options.

#### 11.7 BEREAVEMENT LEAVE

- A. The Fire District will grant an employee up to two (2) working shifts, (forty-eight (48) hours) with pay so that an employee may attend the funeral of a member of the employee's immediate family. Time will be deducted from the accumulated sick leave of the employee.
- B. Immediate family is defined as the employee or the employee's spouse/domestic partner: Father, Mother, Step-Parent, Brother, Sister, Son, Daughter, Grandfather, Grandmother, Grandchild or Stepchild, Foster child.

## **11.8 MATERNITY LEAVE**

If the employee presents evidence of a pregnancy then she is eligible for light duty assignment as per department policy 1-11-4

## **11.9 CATASTROPHIC LEAVE**

### **Definition**

Leave: Vacation, Compensatory Time and Sick Leave

- A. The Fire Chief or designee will process applications for receipt of catastrophic leave donations.
- B. An employee becomes eligible to receive catastrophic leave donations when the following three (3) conditions both occur:
  - (1) The employee has exhausted, or will soon exhaust all his/her leave, as a result of a verifiable long-term illness or injury suffered by the employee, spouse, son, daughter, stepchild or foster child. On a case by case basis, the Board of Directors may include other immediate family members as defined in 9.7(B).
  - (2) The employee has received approval from the Fire Chief.
  - (3) There is no cost to the Fire District.
- C. Employees may donate accrued vacation, compensatory time or sick leave.
- D. Donations will be made in whole hour increments with a minimum of twelve (12) hours per donor. Vacation and compensatory time shall be donated in increments as defined in 11.3(B) and 12.2(B), if a combination of leave is to be used.
- E. Donated time will be converted to dollars at the hourly rate of the donor and subtracted from the designated leave category.
- F. Donated dollars as computed above will be converted to hours at the hourly rate of the recipient, and add to recipient's sick leave balance.
- G. Donors must have an overall leave balance of two hundred forty (240) hours remaining
- H. after donation time has been deducted.
- I. Once donated to an individual, donated time cannot be reclaimed by the donor.
- J. Donated time is treated as sick leave accrued by the recipient of the donation.

### **11.10 JURY DUTY**

Employees are encouraged to serve on jury duty. While so serving, they will still be paid by the District on the basis of a 56 hour work week, at their normal rate of pay, for a maximum of six (6) weeks (i.e. 30 workdays) per calendar year, on condition that any compensation in excess of mileage expenses received from the court be turned over to the District. Compensation for jury duty in excess of six (6) weeks per calendar year may be considered on a case by case basis.

### **11.11 RETIREMENT**

Unless otherwise stated, all statutory references in this section "9.9 Retirement" of this Memorandum of Understanding are to the California Government Code.

#### **A. Benefit Tiers and Eligibility**

SJCERA Tier 1 - Employees who established and maintain membership in the San Joaquin County Employees' Retirement Association (SJCERA) prior to January 1, 2013, and other eligible employees as defined by law, participate in the defined benefit formula that was in place before January 1, 2013, hereinafter "SJCERA Tier 1."

SJCERA Tier 2 - Employees who establish membership in SJCERA on or after January 1, 2013, who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522, et seq.) of Chapter 21 of Division 7 of Title 1 of the Government Code), hereinafter "PEPRA, participate in the defined benefit formula prescribed by PEPRA for these employees, hereinafter "SJCERA Tier 2."

SJCERA Tier 2b – Employees who establish membership in SJCERA on or after January 1<sup>st</sup>, 2022, who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 as Tier II employees. The SJCERA Board of Retirement amended its determination of Pensionable Compensation to exclude special pay items for this group of Tier 2 members. The letter "b" for "base pay" will be used by SJCERA to refer to this group of new Tier 2 members ("Tier 2b members").

#### **B. Retirement Formula**

The District shall maintain the defined benefit retirement formula specified in Section 31664.1 (3% at age 50 plan) for Safety Members of SJCERA Tier I. An annual cost of living adjustment of up to three percent (3%) shall be maintained in accordance with Section 31780.1 for monthly benefits payable by SJCERA to retired members (Tiers I and II) or their beneficiaries.

#### **C. Retirement Contributions**

Employees who are members of SJCERA Tier I shall pay the member contributions as determined pursuant to Section 31639.5 for Safety Members. Employees who are

members of SJCERA Tier II shall pay member contributions pursuant to Section 7522.30, which shall be at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The District shall not pay any of the required member contribution. In accordance with Section 31873, the contributions required for the normal cost of post-retirement cost-of-living adjustments shall be shared equally between the District and employees who are members of SJCERA. Employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

- D. The Fire District will continue to contribute the Fire District's premium to the retirement plan known as "County Employee's Retirement Law of 1937", Government Code Section 31664.1, 3% @ 50 formula with the San Joaquin County Employee's Retirement Association (SJCERA). Pursuant to Government Code section 31873, the contributions required to fund the cost of living portion of retirement benefits shall be shared fifty percent (50%) between the Fire District and fifty percent (50%) employees who contribute to retirement. The parties intend that this provision be implemented in compliance with Section 31873 in as administratively simple and cost-effective a manner as possible.

The Fire District will continue to participate in Post-Employment Health Insurance Agency Fund (Sick Leave Bank) for those employees hired before August 27, 2001.

Employees hired on or after January 1, 2013

The Fire District will contribute the Fire District's premium to the retirement plan Known as "County Employee's Retirement Law of 1937", Government Code Section 31664.1, 2.7% @ 57 formula with the San Joaquin County Employee's Retirement Association. (SJCERA), under the PERA benefit structure for new members on or after January 1, 2013 labeled "Tier II".

**11.12 DEFERRED COMPENSATION PLAN**

The Fire District and the Union agree to continue the deferred compensation plan available to the employees, any and all costs for implementing such a plan will be borne by the employee participating in the plan.

**ARTICLE XII**

**EDUCATIONAL**

**12.1 INCENTIVE**

The Fire District agrees that employees covered by this agreement shall receive additional compensation at the following rates for the educational levels indicated:

1. Completion of California State Fire Officer Courses      Fifty dollars (\$50.00) per month

- |  |  |
|--|--|
| 2. Associates in Arts Degree or Associates in Science with emphasis in Fire Science. | Seventy five dollars (\$75.00) per month |
| 3. Bachelor's Degree   | One hundred dollars (\$100.00) per month |

**12.2 TRAINING**

1. Out of Jurisdiction Training Requested by the Employee:

Out of jurisdiction training is any training session in which the employee is registered as a student, and instruction is conducted by and certified or accredited by an authority other than the Waterloo Morada Fire District.

The Fire District will support classes that are local and a benefit to the Fire District by improving the employee's knowledge, skills and abilities for his/her position. The Fire District will also support requests that the employee will attend and return to train Fire District personnel. Upon approval, the employee will pay tuition, fees, and/or any other costs in advance.

- a. Personnel requesting out of jurisdiction training must complete the established documentation of the tuition, fees and/or any other costs for approval by the Chief or Designee.
- b. Upon approval, tuition, fees, and/or other costs will be paid in advance by the employee
- c. Upon completion of the class or training session with a passing score, the Fire District, upon receipt of the original will reimburse employee documentation, receipts, and verification of successful class completion.
- d. Personnel requesting out of jurisdiction training shall be required to obtain their own time off for any scheduled workdays needed to attend the training. To do this, the employee needs to request it following the Memorandum of Understanding for shift trades or vacation.
- e. The Fire District shall not authorize any training already outlined as Education Incentive in the Memorandum of Understanding.

2. Out of Jurisdiction Training Requested by the Fire District:

When the Fire District requests an employee to attend a training session and/or course, the Fire District shall pay:

- |                 |  |               |      |            |      |
|-----------------|--|---------------|------|------------|------|
| Tuition:        | 100%   | Registration: | 100% | Textbooks: | 100% |
| Transportation: | Fire District Vehicle when appropriate, or IRS allowance for personal vehicle. |               |      |            |      |
| Lodging:        | 100%   |               |      |            |      |

- Meals: Breakfast, Lunch & Dinner. Twenty five dollar (\$25.00) allowable limit, must turn in receipts for reimbursement.
- Wages: Overtime for the actual class time attended while off duty. If class time exceeds posted/scheduled time posted on announcement, additional overtime needs to be authorized by the Fire Chief.

3. Specialized Team Training:

Those employees who are affiliated with any federal, state and/or county team as approved by the Fire District shall receive compensation for required training hours specified by that federal, state and/or county team when attending on a day not scheduled to work.

**ARTICLE XIII**

**WORKING CONDITIONS**

**13.1 WORK SCHEDULE**

24-hour shift employees are scheduled to work a 48/96 work schedule, which equals two hundred and twelve scheduled work hours every twenty-eight day duty cycle.

When a shift is scheduled for December 24<sup>th</sup> and 25<sup>th</sup>, December 23<sup>rd</sup> and December 24<sup>th</sup> are exchanged with shift prior.

Example:

Scheduled				Exchanged			
22	23	24	25	22	23	24	25
A	A	B	B	A	B	A	B

**13.1.1 WORK PERIOD**

The District has established a 7(k) FLSA work period of twenty-eight consecutive days in lieu of the seven-day workweek for the purpose of paying overtime. The maximum work hours standard for fire protection employees is 212 for a work period of twenty-eight days.

**13.2 OVERTIME**

The District shall have the right to require employees to work in order to maintain minimum staffing, provide District coverage during emergency situations, provide special event/assignment coverage and/or maintain licenses/certifications. The assignment of overtime shall be in conformance with existing procedures.

### **13.2.1 OVERTIME PAY:**

When an employee is called back or detained, the employee will be compensated at one and one-half (1.5) times the hourly rate.

The employee shall receive three half-hours of overtime per week to account for FLSA overtime owed.

- A. Employees who, while off duty, stop to render aid at accident scenes, fires, medical emergencies or other emergency situations, where the employee takes any physical action (stops bleeding, rescues from harm, controls, traffic, etc.) shall be eligible for overtime. Pay will be one (1) hour minimum. The involved employee shall, as soon as reasonably possible, contact the Duty Chief to provide notification to the District, and fill out an incident report documenting their actions to be completed by the employee's next duty day.

### **13.2.2 COMPENSATORY TIME:**

- B. When an employee is called back or detained, the employee may receive, in lieu of overtime compensation, compensatory time off (CTO), with the exception of the first six (6) month period of initial employment.
  - C. CTO will accumulate at the rate of one and one-half (1.5) hours for each hour of overtime converted to compensatory time off.
  - D. Compensatory time off shall be taken in no less than three (3)-hour increments.
  - E. An employee may not accrue or "bank" more than two hundred-four (204) hours of CTO (which equals one hundred-thirty six (136) overtime hours converted to CTO). Any accrued and unused CTO remaining in each employee's CTO bank may be carried over to the next fiscal year.
  - F. Accumulated compensatory time taken shall in no event necessitate an overtime situation nor create an undue hardship in Fire District scheduling or maintaining Fire District operations.
  - G. Compensatory time will be accumulated at the established rate of one and one-half (1.5) times the hourly rate.
- 
- H. The maximum allowable accumulated compensatory time will not exceed a total of one hundred thirty six (136) overtime hours. The one hundred thirty six (136) overtime hours is an accumulation of both 9.1 Accumulated Time Off sixty four (64) hours and 10.2.2 Compensatory Time seventy two (72) hours.
  - I. It shall be the responsibility of each employee to submit the proper documentation, to the shift supervisor, of their intent to convert "overtime" earned into compensatory time.
  - J. The shift supervisor must approve all compensatory time off prior to being taken.



### **13.3 MINIMUM DAILY STAFFING**

Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient full time paid firefighters shall be available to provide a minimum of (1) Battalion Chief, two (2) Engine companies staffed daily.

Maintain Daily staffing on Engine Companies at Five (5) personnel. Maintaining one (1) Engine Company with three (3) personnel consisting of one (1) Company Officer, (1) Apparatus Operator, and one (1) Firefighter. The other Engine Company shall have a minimum of (2) line personnel consisting of one (1) Company Officer, and one (1) Apparatus Operator. Each Battalion Chief shall have a minimum of one (1) Battalion Chief or qualified person acting in his or her capacity per shift.

Full time paid firefighter is defined as any sworn firefighter having the rank of Firefighter, Engineer, Captain, and Battalion Chief.

Company Officer is defined as Captain or qualified person acting in his or her capacity.

Apparatus Operator is defined as Engineer or qualified person acting in his or her capacity.

Line personnel is defined as ranks of Captain, Engineer and Firefighter.

In such cases such as an emergency and operational deficiencies, a reduction in staffing is at the sole discretion of the Fire Chief. The predominant factor to be considered shall be the need of the District and will not be unreasonable.

A full time paid firefighter is defined as any sworn firefighter achieving the rank of Firefighter Step 1 as described in the MOU between Local 1243 and the Fire District.

The District will allow one (1) member off using ATO/VAC/CTO leave per shift. Approved time off.

#### **13.3.1 MINIMUM DISTRICT STAFFING**

The Fire District and the Union agree to maintain a minimum District staffing of eighteen (18) full time paid firefighters. Defined in 13.3 Minimum Daily Staffing.

The preferred recognized rank positions will be three (3) Battalion Chiefs, six (6) Captains, six (6) Engineers and three (3) Firefighters

### **13.4 SHIFT SCHEDULES**

The Fire District and the Union agree twenty four (24)-hour employees will work a 48 / 96 work schedule. Defined as:

- 24 hours on duty
- 24 hours on duty
- 96 hours off duty

The twenty-four (24) hour shift will begin at 8:00 a.m. and will continue until 8:00 a.m. the following morning.

#### **13.4.1 TEMPORARY ASSIGNMENT TO 40 HOUR WEEK SCHEDULE**

Refer to WMFD Policy 1-11-1

### **13.5 JOB DESCRIPTIONS**

The Fire District and the Union agree to submit to a Committee any draft job descriptions as provided, per the current MOU. Committee will submit for modification and approval of the job descriptions to the Fire District Board.

### **13.6 STEP ADVANCEMENT**

- A. The Fire District and the Union agree any employee hired at step 1 of the Firefighter salary must serve a probationary period of twelve (12) months, which may be extended at the discretion of the Fire Chief. The twelve-month probation period shall be in two (2) periods.
- B. The probationary Firefighter must pass the first six (6) month mid probation test and receive an Employee Appraisal with the rating of "Performance Meets Standard" or greater overall.
- C. Upon completion of the second (6) months at step 1, an employee must pass the final probation test and receive an Employee Appraisal with the rating of "Performance Meets Standard" or greater overall to become eligible for merit advancement to step 2 of the salary range.

Upon the completion of twelve (12) months satisfactory service the employee shall become eligible for a merit advancement to the next level of their rank salary range.

- D. Lateral new hires and newly promoted employees into any unit position will be required to serve a twelve (12) month probationary period as outlined above in 13.6, A., B., and C.

### **13.7 APPENDAGE**

The Fire District and the Union agree Rules and Regulations and the Grievance procedure shall be made available.

### **13.8 SAFETY EQUIPMENT**

- A. The Fire District shall provide all required Cal OSHA safety equipment.
- B. The Fire District shall provide a new pair of Cal OSHA approved boots every three (2) years. And repair or replace as needed between purchase years.

### **13.9 CERTIFICATE/LICENSE REIMBURSEMENT**

The District shall reimburse employees for the renewal of EMT and/or EMTP recertification, Department of Motor Vehicle Driver's License and medical evaluation. Medical evaluation reimbursement shall not exceed the District's contracted facility fee.

### **13.10 SHIFT TRADE**

Employees shall have the right to initiate shift trades providing such exchanges do not interfere with the operation of the Fire District and are approved by the officer in charge. An employee may request to trade time for any hour(s) or shift(s) for which they are able to secure another fully qualified employee to work in their place. Trade time shall not result in additional cost to the District.

The District shall not, in any way, be held responsible for arrangements made between employees pursuant to this Section. That employee who is scheduled to work after approval of the shift trade shall be responsible, in all respects, for service to the District as outlined below:

If the Fire District is required to hold an employee on duty to cover the absence, the employee causing the vacancy will be charged 1.5 times the hours missed from their time bank.

### **13.11 LEAVE OF ABSENCE**

- A. The Fire District and the Union agree a leave of absence may be granted by the Chief, not to exceed thirty (30) calendar days for personal reasons or thirty (30) days beyond the use of accumulated sick leave for medical reasons.

## ARTICLE XIV

### **GRIEVANCE PROCEDURE**

#### **DEFINITIONS**

**Grievance:** An alleged violation of a specific rule or regulation contained in the memoranda of understanding or Fire District rules.

**Day:** Work day(s), Monday through Friday, excluding County Holidays.

#### **POLICY STATEMENT**

The bargaining unit employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the District Fire Chief.

#### **PURPOSE**

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all District employees to follow these procedures to settle their grievances.

#### **FILING DEADLINE**

Grievances filed under this Section shall be initiated within fifteen (15) days from the time the employee knew or "should have known" of the facts giving rise to the grievance.

#### **GRIEVANCE PROCESSING**

**STEP 1:** Any grievance shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within three (3) days from the day of presentation, the issue may be processed to the second step. If the shift commander is the immediate supervisor, the grievance shall be in writing and contain the information specified in Step 2 below.

**STEP 2:** If the grievance is not resolved in Step 1 of the procedure, then the grievance may be filed with the Shift Commander. The grievance must be in writing and must be filed within ten (10) days of the response from Step 1 or from the date when such response was due. The grievance must state: (1) the specific rule or regulation, which is alleged to have been violated; (2) the statement of facts comprising the violation; (3) the requested remedy. The Shift Commander shall have ten (10) days in which to investigate the issues and respond in writing to the grievance. **NOTE:** If the immediate supervisor, in Step 1 of this process, is the Shift Commander, Step 2 may be bypassed; however, the grievance must be in writing as specified above.

**STEP 3:** Within ten (10) days of the receipt of the written response or date when the written response was due from the Shift Commander, the employee or representative may file the grievance with the Fire Chief. The grievance must be in writing and contain the information

specified in Step 2 above. The Fire Chief shall have ten (10) days from receipt of the grievance in which to investigate and issue a written response. NOTE: If the immediate supervisor, in Step 2 of this process, is the Fire Chief, Step 3 may be bypassed; however, the grievance must be in writing as specified above.

STEP 4: Within ten (10) days of the receipt of the written response or date when the written response was due from the Fire Chief, the employee or representative may file the grievance with the Board of Directors. The grievance must be in writing and contain the information specified in Step 2 above. The Board of Directors shall have thirty-five (35) days from receipt of the grievance in which to investigate and issue a written response.

The decision of the Board of Directors is final.

All members have the right to pursue or appeal any decision through a court of law.

All grievances shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

## **ARTICLE XIV**

### **STAFF REDUCTION PROCEDURE**

#### **DEMOTION TO VACANCIES**

Whenever a layoff is instituted pursuant to Section 35.1, and at the time of the layoff, there are vacant positions within the bargaining unit, the employee(s) affected by the layoff may demote to a vacant position for which the employee is qualified. If two employees seek to demote to the same position, the more senior employee shall assume the position. Seniority shall be defined as the employee with the longest uninterrupted period of service with the District.

#### **REEMPLOYMENT LIST**

Employees who are laid off as a result of District action shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first.

Names shall be maintained on the reemployment list for a period of four (4) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

#### **REEMPLOYMENT**

A laid-off employee who is recalled to a position in which she/he had permanency shall not be required to serve a new probationary period. For purposes of reemployment, an employee shall be required to meet the minimum standards required of the employee at the time of layoff. Upon reemployment, a laid-off employee shall be restored sick leave and holiday time off, pro rata, which has not been paid to or on behalf of the employee at the time of layoff.

Upon recall, the District will allow the recalled employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's layoff.

**ARTICLE XV**

**15.1 NEGOTIATIONS**

The Fire District and the Union agree negotiations will commence on a new Memorandum of Understanding (MOU) ninety (90) days prior to Expiration of existing MOU.

**15.2 LENGTH OF AGREEMENT**

This MOU shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2024 or until replaced by a successor agreement. The MOU may be extended beyond June 30, 2024 by mutual agreement of the parties.

Waterloo Morada Rural County Fire District	Firefighters of San Joaquin County Local 1243, International Association of Firefighters
By: _____ Date: _____	By: _____ Date: _____
By: _____ Date: _____	By: _____ Date: _____
By: _____ Date: _____	By: _____ Date: _____
By: _____ Date: _____	
By: _____ Date: _____	

APPENDIX A SALARY SCHEDULE

2022/2023				2023/2024			
Annual	Step 1	Step 2	Step 3	Annual	Step 1	Step 2	Step 3
BC	90,067	92,096	94,155	BC	93,669	95,779	97,921
Capt	79,043	80,799	82,616	Capt	82,205	84,031	85,921
Eng	69,291	70,866	72,501	Eng	72,063	73,701	75,401
FF	60,115	61,478	62,901	FF	62,519	63,937	65,417
Monthly	Step 1	Step 2	Step 3	Monthly	Step 1	Step 2	Step 3
BC	7,505	7,674	7,846	BC	7,805	7,981	8,160
Capt	6,586	6,733	6,884	Capt	6,850	7,002	7,160
Eng	5,774	5,905	6,041	Eng	6,005	6,141	6,283
FF	5,009	5,123	5,241	FF	5,210	5,328	5,451
Bi Weekly	Step 1	Step 2	Step 3	Bi Weekly	Step 1	Step 2	Step 3
BC	3,464	3,542	3,621	BC	3,602	3,683	3,766
Capt	3,040	3,107	3,177	Capt	3,161	3,231	3,304
Eng	2,665	2,725	2,788	Eng	2,771	2,834	2,900
FF	2,312	2,364	2,419	FF	2,404	2,459	2,515
Hourly	Step 1	Step 2	Step 3	Hourly	Step 1	Step 2	Step 3
BC	30.93	31.63	32.33	BC	32.17	32.89	33.63
Capt	27.14	27.75	28.37	Capt	28.23	28.86	29.51
Eng	23.80	24.34	24.90	Eng	24.75	25.31	25.89
FF	20.64	21.11	21.60	FF	21.47	21.96	22.46
Overtime	Step 1	Step 2	Step 3	Overtime	Step 1	Step 2	Step 3
BC	46.39	47.44	48.50	BC	48.25	49.34	50.44
Capt	40.72	41.62	42.56	Capt	42.34	43.29	44.26
Eng	35.69	36.50	37.35	Eng	37.12	37.96	38.84
FF	30.97	31.67	32.40	FF	32.20	32.93	33.70

APPENDIX B RESOLUTION NO. 2-01

DRAFT



**RESOLUTION NO. 2-01**

**RESOLUTION OF SEPTEMBER 10, 2001  
OF THE BOARD OF DIRECTORS FOR THE  
WATERLOO MORADA RURAL COUNTY FIRE PROTECTION DISTRICT,  
OF SAN JOAQUIN COUNTY.**

WHEREAS, The San Joaquin County Employees' Retirement Association and the County of San Joaquin have become involved in a class-action litigation (SJDSA et al v. Board of Retirement SJCERA, San Francisco Superior Court, Judicial Council Coordination Preceding #4049) and

WHEREAS, as a result of that litigation, the Board of Supervisors and the Board of Retirement have entered into a settlement agreement, approved by the courts to change benefits for County employees and retirees of the San Joaquin County Employees' Retirement Association, and

WHEREAS, these benefit changes are to be initially funded out of excess earnings called The Special Litigation Reserve and the Year 2000 Unappropriated Earnings Reserve of the retirement association, and

WHEREAS, any future true-up costs as a result of the benefit change will be funded out of the Unappropriated Earnings Reserve (if any), and

WHEREAS, the Waterloo Morada Rural County Fire Protection District was not included as a party in the Settlement agreement, and

WHEREAS, benefits for active employees in the Waterloo Morada Rural County Fire Protection District must be approved by the District Board of Directors, before they can be included, and

WHEREAS, the Waterloo Morada Rural County Fire Protection District and the employees' of the district have agreed to add specific benefits through a side-letter.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors takes the following actions:

- 1) Approve the adoption of Government Code Section 31676.14 (2% at 55 ½ formula for General Members) and Section 31664.1 (3% at 50 for Safety members) to be implemented and to include all active and deferred members of the district as of January 1, 2001.
- 2) Approve the adoption of Government Code Section 31678.2 which applies to all employees covered by section 1) above and allow all service time credit, prior to the adoption date of this resolution, to eligible employees.
- 3) To continue the sick leave conversion program for all active employees hired on or before August 27, 2001 on the basis of an 24 hour accrual value for each month of service.

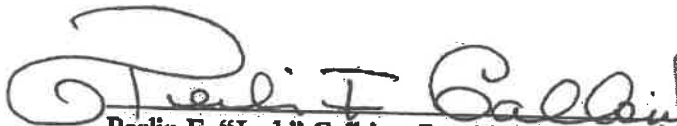
- 4) Pursuant to Government Code 31641.03, to provide, effective October 4, 2001, should employees not wish to participate in the Sick Leave Bank Program at retirement, the conversion of sick leave accumulated as of the date of retirement toward additional retirement service credit on an hour-for-hour basis.

PASSED AND ADOPTED by the Board of Directors of the Waterloo Morada Rural County Fire Protection District this 10th day of September, 2001 by the following vote:

AYES: 5 SNYDER CALKINS  
FIELDS LUCCHETTI  
SOLARI

NOES: 0

ABSENT: 0

  
Perlin F. "Jack" Calkins, President

ATTEST:

  
Ralph Lucchetti, Secretary



**STAFF REPORT**  
**Agenda Item 9.4**

<b>Subject:</b>	Memorandum of Understanding 2022 – 2023 Monetary Items Disclosure
<b>Meeting Date:</b>	July 11, 2018
<b>From:</b>	Eric Walder, Fire Chief
<b>Prepared by:</b>	Eric Walder, Fire Chief

**I. RECOMMENDATION:**

**Action to approve the negotiated Memorandum of Understanding with Waterloo Morada Firefighter's IAFF Local 1243**

**II. BACKGROUND / DISCUSSION:**

The Board and Local have come to a tentative contract agreement. The increase in salary and benefits are as follows:

As defined by the San Joaquin County Retirement Association (SJCERA) the below items constitute a pensionable pay increase.

- 1, Effective July 1, 2022, a 4% Wage Increase
2. Effective July 1, 2023, a 4% Wage Increase

Per SJCERA an actuarial of the impact to the Districts unfunded Liability across the total retirement plan due to the negotiated increases was conducted by SJCERA's contracted Actuary. This Actuarial report was first presented to the WMFD Board of Directors at the June 2022 open public Board meeting. Overtime these negotiated increases will increase the Actuarial Accrued Liability (AAL) by approximately of \$67,000.

*Via Electronic Mail*

June 3, 2022

Ms. Johanna Shick  
Chief Executive Officer  
San Joaquin County Employees' Retirement Association  
6 El Dorado Street, Suite 700  
Stockton, CA 95202

**Re: *Impact to SJCERA from the Waterloo Morada Fire District Salary Agreement***

Dear Ms. Shick:

Pursuant to Section 31515.5 of the California Government Code, the Waterloo Morada Fire District has requested an actuarial analysis be prepared on the impact to the San Joaquin County Employees' Retirement Association (SJCERA) from cost-of-living (COLA) adjustments that will be granted in 2022 and 2023 to the District's Firefighter's Unit.

Our analysis includes cost-of-living increases of 4% effective July 1, 2022, and 4% effective July 1, 2023, as provided by the Waterloo Morada Fire District.

We have not been informed by the District of any other changes in pension-related benefits for this bargaining group other than the salary increases described above. Based on the member data used in our January 1, 2021 actuarial valuation for the Waterloo Morada Fire District active employees, these increases will result in a total increase in pensionable compensation above the amount assumed for 2022-2023 under the current actuarial assumptions (i.e., 3.00% annual general wage growth).

Based on the results of the January 1, 2021 actuarial valuation, we estimate that the total impact of the pay increases outlined above would be an increase of approximately \$67,000 in the Plan's Actuarial Accrued Liability (AAL) of \$5,207.7 million. Since the salary increases are not expected to take effect until after January 1, 2022, this increase in liabilities would first be reflected in the January 1, 2023 actuarial valuation, rather than the most recently completed valuation. However, if we were to add the total expected impact of the salary increases to the Actuarial Accrued Liability as of January 1, 2021, it would reduce the funded ratio by 0.001%, from 66.967% to 66.966%.

As required by Section 31515.5, this analysis discloses the estimated impact on SJCERA's funded status. It does not analyze the impact on the Plan's normal cost, member contributions, or employer contributions. Salary increases above the level expected should result in higher contributions than expected; however, the impact on the employer contribution rate may be minimal and may actually result in a reduction in the rate – since the payroll base used to amortize the unfunded liability will be higher.

Ms. Johanna Shick

June 3, 2022

Page 2

We note that the number of Waterloo Morada Fire District members included in the January 1, 2021 actuarial valuation is 20 active members. If more positions are filled, the impact on the required contributions may increase, but it is not expected to have an impact on the funded ratio of the Plan, since new hires do not enter the Plan with an AAL.

In preparing our letter, we relied on information (some oral and some written) supplied by the District and SJCERA. This information includes, but is not limited to, demographic information for the Waterloo Morada Fire District members and details on the tentative agreement. We performed an informal examination of the obvious characteristics of the data for reasonableness and consistency in accordance with Actuarial Standard of Practice No. 23. The data and actuarial assumptions used (unless modified within this letter) are described in our January 1, 2021 actuarial valuation report.

Future results may differ significantly from the current results presented in this letter due to such factors as the following: plan experience different from that anticipated by the assumptions; changes in assumptions; and, changes in plan provisions or applicable law.

Cheiron utilizes ProVal actuarial valuation software leased from Winklevoss Technologies (WinTech) to calculate liabilities and project benefit payments. We have relied on WinTech as the developer of ProVal. We have a basic understanding of ProVal and have used ProVal in accordance with its original intended purpose. We have not identified any material inconsistencies in assumptions or output of ProVal that would affect this valuation.

This letter and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable laws and regulations. Furthermore, as credentialed actuaries, we meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this letter. This letter does not address any contractual or legal issues. We are not attorneys and our firm does not provide any legal services or advice.

Finally, this letter was prepared for the Waterloo Morada Fire District and SJCERA for the purpose described herein. This letter is not intended to benefit any third party, and Cheiron assumes no duty or liability to any such party.

Sincerely,

Cheiron



Graham A. Schmidt, ASA, EA, FCA, MAAA  
Consulting Actuary



Anne D. Harper, FSA, EA, MAAA  
Principal Consulting Actuary



# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane  
Stockton, CA 95212  
(209) 931-3107

July 13, 2022

Jerome C. Wilverding  
San Joaquin County Auditor Controller  
44 North San Joaquin Street Suite 550  
Stockton, CA 95202

Re: Special Assessment (Measure N 2019)

Please set the following rates for the 2022-2023 Override Tax.  
Levied at the rate listed below:

Residential Dwelling:	\$0.07 cents per square feet of bldg. area
Commercial Residential:	\$0.07 cents per square feet of bldg. area
Commercial, Industrial	\$0.10 per square feet of bldg. area
Vacant Residential, parking lot, agricultural	\$12.00 per parcel
Vacant Commercial	\$35.00 per parcel
Vacant Industrial *	
1 . 0.01 acre to 10 acres	\$50.00 per parcel
2 . 10.01 acres to 20 acres	\$75.00 per parcel
3 . 20.01 acres or greater	\$125.00 per parcel
Gas Wells:	\$25.00 per component
State Board of Equalization *	\$10.00 per acre unit
Mobile Home Residential Lots	\$20.00 per parcel

\* Each lot shall be rounded up to the next even acre; 1.01 acres equal 2 acres, 2.65 acres equal 3 acres, etc..

Thank You,

\_\_\_\_\_  
Clay Titus – President  
Waterloo Morada Fire District



# WATERLOO MORADA FIRE DISTRICT

6925 E Foppiano Lane

Stockton, CA 95212

(209) 931-3107

July 13, 2022

Jerome C. Wilverding  
San Joaquin County Auditor Controller  
44 North San Joaquin Street Suite 550  
Stockton, CA 95202

Re: 1986 Special Assessment

Please set the following rates for the 2022-2023 Override Tax.

Residential Dwelling:	3 cents per square foot
Commercial Residential:	4 cents per square foot
Commercial:	6 cents per square foot
Industry:	6 cents per square foot
Vacant Residential Lots:	\$ 12.00 per fiscal year
Vacant Commercial Lots:	\$ 35.00 per fiscal year
Vacant Industrial Lots:	
1. .01 acre to 10 acres	\$ 50.00 per fiscal year
2. 10.01 acres to 20 acres	\$ 75.00 per fiscal year
3. 20.01 acres or greater	\$125.00 per fiscal year
Gas Wells:	\$ 25.00 per fiscal year
State Board of Equalization:	\$ 10.00 per acre unit per fiscal year *i.e.
Mobile Home Residential Lots:	\$ 20.00 per fiscal year

\* Each lot shall be rounded up to the next even acre; 1.01 acres equal 2 acres, 2.65 acres equal 3 acres, etc..

Thank You,

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Clay Titus – President  
Waterloo Morada Fire District

*Our Community... Our Priority*

**SAN JOAQUIN COUNTY SPECIAL ASSESSMENT CHARGE AGREEMENT WITH  
WATERLOO MORADA FIRE DISTRICT**

DATE: **July 13, 2022**

PARTIES:

COUNTY:

COUNTY OF SAN JOAQUIN  
Auditor -Controller  
44 North San Joaquin  
Street Suite 550  
Stockton, CA 95202

DISTRICT:

Name:  
Address:

WATERLOO MORADA FIRE DISTRICT  
Fire Chief Eric Walder  
6925 E. Foppiano Lane  
Stockton, CA 95212

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AGREEMENT:

The County and the above-mentioned District agree as follows:

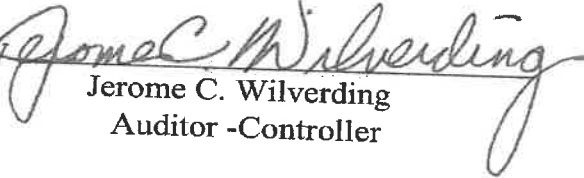
Pursuant to Government Code Section 29304, the District agrees to pay the County one percent (1%) of the assessment amount levied or three dollars (\$3.00) per each assessment on a parcel, whichever is less, for the collection of special assessments or special assessment taxes.

IN WITNESS WHEREOF the parties have executed this agreement the year and date first written above.

COUNTY OF SAN JOAQUIN

WATERLOO MORADA FIRE DISTRICT

By

  
Jerome C. Wilverding  
Auditor -Controller

By

\_\_\_\_\_  
Clay Titus Board President

"COUNTY"

"DISTRICT"





**CROCE, SANGUINETTI, & VANDER VEEN**  
CERTIFIED PUBLIC ACCOUNTANTS

June 22, 2022

Board of Directors and Chief Walder  
**Waterloo Morada Rural County**  
**Fire Protection District**  
6925 East Foppiano Lane  
Stockton, California 95212

We are pleased to confirm our understanding of the services we are to provide **Waterloo Morada Rural County Fire Protection District** for the year ending June 30, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of **Waterloo Morada Rural County Fire Protection District** as of and for the year ending June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **Waterloo Morada Rural County Fire Protection District's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to **Waterloo Morada Rural County Fire Protection District's** remaining RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - Governmental Funds.
3. Schedule of the District's Proportionate Share of the Net Pension Liability.
4. Schedule of Contributions.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Waterloo Morada Rural County Fire Protection District's** compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also prepare standard, adjusting, or correcting journal entries and assist in preparing the financial statements of **Waterloo Morada Rural County Fire Protection District** in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare the Special Districts Financial Transactions Report of **Waterloo Morada Rural County Fire Protection District**. We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records documenting identification of all related parties and all related-party relationships and transactions and other matters, additional information that we may request for the purpose of the audit, and unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to publishing the financial statements on your website, you understand that websites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

### **Engagement Administration, Fees, and Other**

Pauline Sanguinetti is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

We expect our fees for the audit services set forth in this letter for the year ending June 30, 2022 to not exceed \$12,100. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In the event that the District requires a single audit due to the expenditure of federal funds, we will perform such an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance. Services rendered in order to meet the aforementioned requirements will be billed to you separately.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Waterloo Morada Rural County Fire Protection District** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Waterloo Morada Rural County Fire Protection District** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent Croce, Sanguinetti, & Vander Veen, Inc.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

### **Reporting**

We will issue a written report upon completion of our audit **Waterloo Morada Rural County Fire Protection District's** financial statements. Our report will be addressed to those charged with governance of **Waterloo Morada Rural County Fire Protection District**. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We appreciate the opportunity to be of service to **Waterloo Morada Rural County Fire Protection District** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

*Croce, Sanguinetti, & Vander Veen, Inc.*

CROCE, SANGUINETTI, & VANDER VEEN, INC.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Waterloo Morada Rural County Fire Protection District**.

Chief signature: *Y* \_\_\_\_\_

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

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

Director signature: *Y* \_\_\_\_\_

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

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



**CROCE, SANGUINETTI, & VANDER VEEN**

CERTIFIED PUBLIC ACCOUNTANTS

June 22, 2022

Board of Directors and Chief Walder  
**Waterloo Morada Rural County**  
**Fire Protection District**  
6925 East Foppiano Lane  
Stockton, California 95212

We are pleased to confirm our acceptance and understanding of the services we are to provide for **Waterloo Morada Rural County Fire Protection District** for the year ending June 30, 2022.

You have requested that we prepare the Special Districts Financial Transactions Report of **Waterloo Morada Rural County Fire Protection District** for the year ending June 30, 2022.

**Our Responsibilities**

The objective of our engagement is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California, which differ from accounting principles generally accepted in the United States of America. We will conduct our engagement in accordance with Statement on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the Special Districts Financial Transactions Report.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

**Management Responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your Special Districts Financial Transactions Report in accordance with SSARS:

- a. The prevention and detection of fraud.
- b. To ensure that the entity complies with the laws and regulations applicable to its activities.

- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the Special Districts Financial Transactions Report.
- d. To provide us with:
  - i. Documentation, and other related information that is relevant to the preparation and presentation of the Special Districts Financial Transactions Report,
  - ii. Additional information that may be requested for the purpose of the preparation of the Special Districts Financial Transactions Report; and
  - iii. Unrestricted access to persons within **Waterloo Morada Rural County Fire Protection District** of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the Special Districts Financial Transactions Report was not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them.

#### **Other Relevant Information**

Pauline Sanguinetti is responsible for supervising the engagement.

We expect our fees for the services set forth in this letter for the fiscal year ending June 30, 2022 not to exceed \$650. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Waterloo Morada Rural County Fire Protection District** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Waterloo Morada Rural County Fire Protection District** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent Croce, Sanguinetti, & Vander Veen, Inc.



If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to **Waterloo Morada Rural County Fire Protection District** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

*Croce, Sanguinetti, & Vander Veen, Inc.*

CROCE, SANGUINETTI, & VANDER VEEN, INC.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Waterloo Morada Rural County Fire Protection District**.

Chief signature: X \_\_\_\_\_

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

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

Director signature: X \_\_\_\_\_

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

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

# **F&M BANK**

## **Waterloo Morada Rural County Fire District**

**July 1, 2022**

**Presented  
By**

**Katie Alves, VP Relationship Manager  
Twyla Brooks, VP Retail Branch Manager**

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**CONFIDENTIAL**

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# F&M BANK

## EXPRESSION OF INTEREST LETTER

July 1, 2022

Waterloo Morada Rural County Fire District  
6925 E. Foppiano Lane  
Stockton, CA. 95212

Dear Board of Directors,

Since 1916 F&M Bank has helped make banking easy for our clients. As a locally owned and operated community focused financial institution, we have a proud history of providing innovative products and services delivered with the highest possible level of customer service. We are very pleased to have the opportunity to provide this Expression of Interest letter and to show how F&M Bank can make banking easy for you.

F&M Bank has assembled a team of professionals led by Kent Steinwert, President, CEO and Chairman, to support your banking needs. This team will go out of their way to marshal the resources of F&M Bank to ensure you receive service beyond your expectations.

What follows is a proposal for the banking needs of Waterloo Morada Rural County Fire District. This proposal comes with our commitment to provide personalized service delivered by a relationship team, as well as direct access to F&M Bank's Senior Management at 121 West Pine St., Lodi, CA 95240.

Again, we appreciate this opportunity and look forward to becoming your bank.

Sincerely,



Katie Alves  
VP, Relationship Manger



Twyla Brooks  
VP, Branch Manager

## CREDIT PROPOSAL

**CREDIT FACILITIES:** Operating Line of Credit

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**Borrower:** Waterloo Morada Rural County Fire District or Assignee

**Type:** Revolving Line of Credit

**Loan Amount:** \$500,000

**Loan Purpose:** Cash advances, including direct deposits into your checking account.

**Collateral:** Unsecured

**Interest Rate:** The Bank's Base Rate plus 0.50%, as such Base Rate changes from time to time, but with a minimum rate of 5.25%. Changes in the interest rate are to become effective on the same day as the Bank's Base Rate changes.

As of the date of this proposal, the Bank's Base rate is 4.75%.

The Bank's Base Rate is the Prime Rates as defined when first published in the Wall Street Journal, Western Edition as such Prime Rate changes from time to time.

**Loan Fee:** \$0

**Repayment:** Interest payable monthly with all accrued interest and unpaid principal to be due at maturity.

**Amortization Period:** Non-Amortizing

**Maturity:** 12 Months

**Other Conditions:**

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**OTHER CONDITIONS**

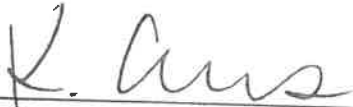
1. Tax Returns and CPA Prepared Financial Statements will be required for Borrower annually. Tax Returns will be collected within 30 days of filing and CPA Prepared Financial Statements will be collected 180 days from fiscal year-end.
2. Resolution Authorizing the Waterloo Morada Rural County Fire District to Borrow Money and Incur Indebtedness shall be required.
3. Interest payments shall be automatically debited from an F&M Bank checking account.
4. Fire District shall continue to maintain its primary depository relationship with the Bank.
5. Additional covenants and/or conditions may be required.


As stated herein, this proposal is for discussion purposes only and **does not constitute a commitment**. Any future commitment of credit is subject to the Bank's receipt and further evaluation of the borrower's application, financial information, credit history and such other information that may be requested by the Bank. Ultimately, credit commitments may require approval from the Bank's Board of Directors. If any credit is subsequently committed by the Bank, you would be required to execute documentation that is in a form and in substance satisfactory to the Bank. Subsequent documentation may include terms and conditions that are different from or in addition to those that are stated in this letter. For example, these terms may include various warranties, representations and covenants regarding financial conditions. Any pre-closing conditions stated in the loan documents would have to be met prior to funding.

This proposal will expire on 8/15/2022

If these terms are acceptable to you and you wish for lender to proceed with underwriting and seeking formal approval of the proposed loan, please sign and return this Expression of Interest letter.

Thank you for the opportunity to present our credit proposal. Upon acceptance, please sign and return the original to one of the undersigned.

  
\_\_\_\_\_  
Katie Alves  
VP and Relationship Manager

  
\_\_\_\_\_  
Twyla Brooks  
VP and Retail Branch Manager

**Acceptance:**

\_\_\_\_\_  
By: Board of Director Date

\_\_\_\_\_  
By: Board of Director Date

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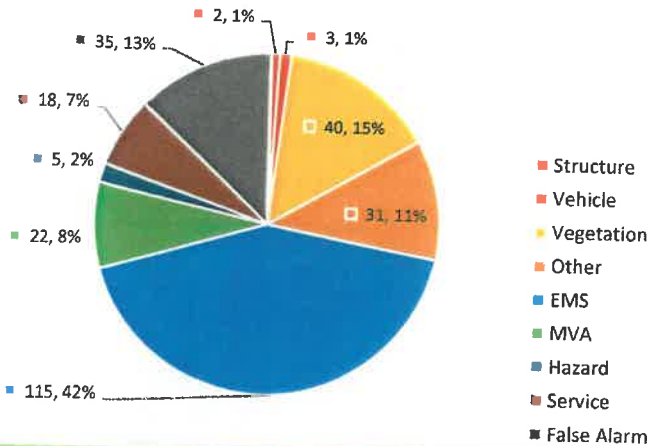


# WATERLOO MORADA FIRE DISTRICT MONTHLY ACTIVITY REPORT

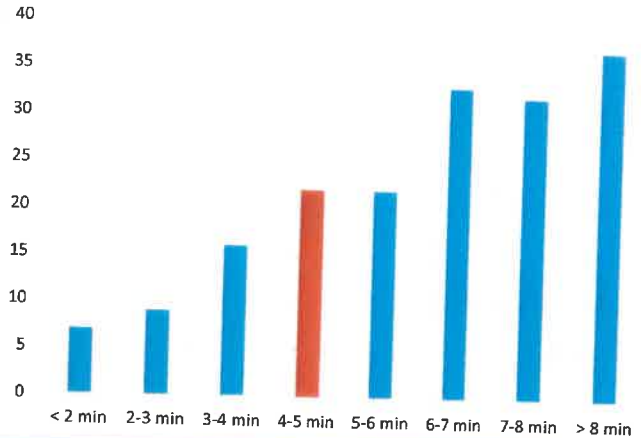
Jun  
20:

## EMERGENCY OPERATIONS

Type of Calls



Response Times



**Incidents**

**Month**

**YTD**

271

1378

**Emergency Response - Lights and Siren Incidents**

Station	Incidents	Avg Resp Time	Total Inc
1	119	6:38	44%
2	66	6:10	24%

**Non-Emergency**  
Amount of Responses

**This Month**  
26

**YTD**  
277

**Response by Unit**

E15-1	E15-2	E15-3	BR15-1	WT15-1	BC15	CH15-1	OES 4122	Total
156	141	6	51	2	48	2		406

**Stacked Calls**  
Incidents  
Percentage

**This Month**  
85  
31%

**YTD**  
266  
19%

**Prevention**

**Month**

**YTD**

Business Inspections: 2  
Fire Permits Issued: 36  
Public Education: 2  
Children: 0  
Adults: 0

50  
112  
6  
170  
71

**Training**

Month: 111  
YTD: 1416

**Response by Shift**

A: 92  
B: 102  
C: 77

**Dollar Loss**

**Monthly**

**YTD**

Property: \$ 581,875  
Contents: \$ 300,300

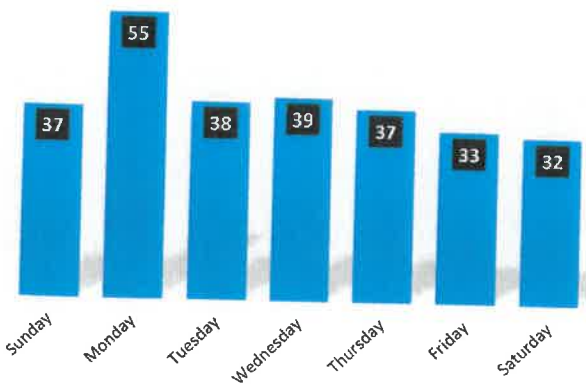
\$ 1,094,275  
\$ 365,250

**Aid Given/Received**  
Given: 20  
Received: 36

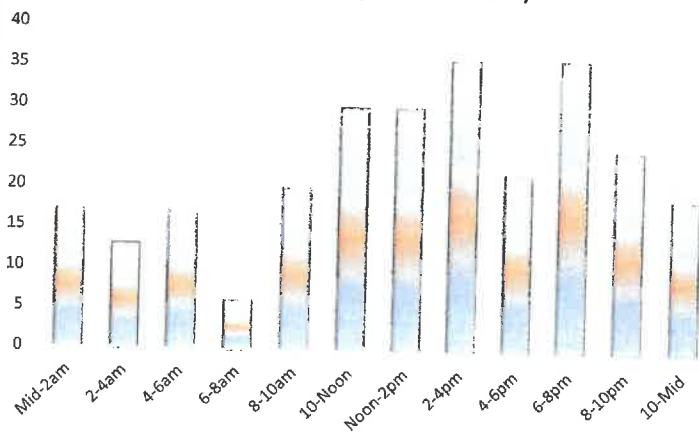
**This Month**  
149  
96

**Homeless Related**  
Month: 47  
YTD: 274  
20%

Incidents by Day of Week



Incidents by Time of Day

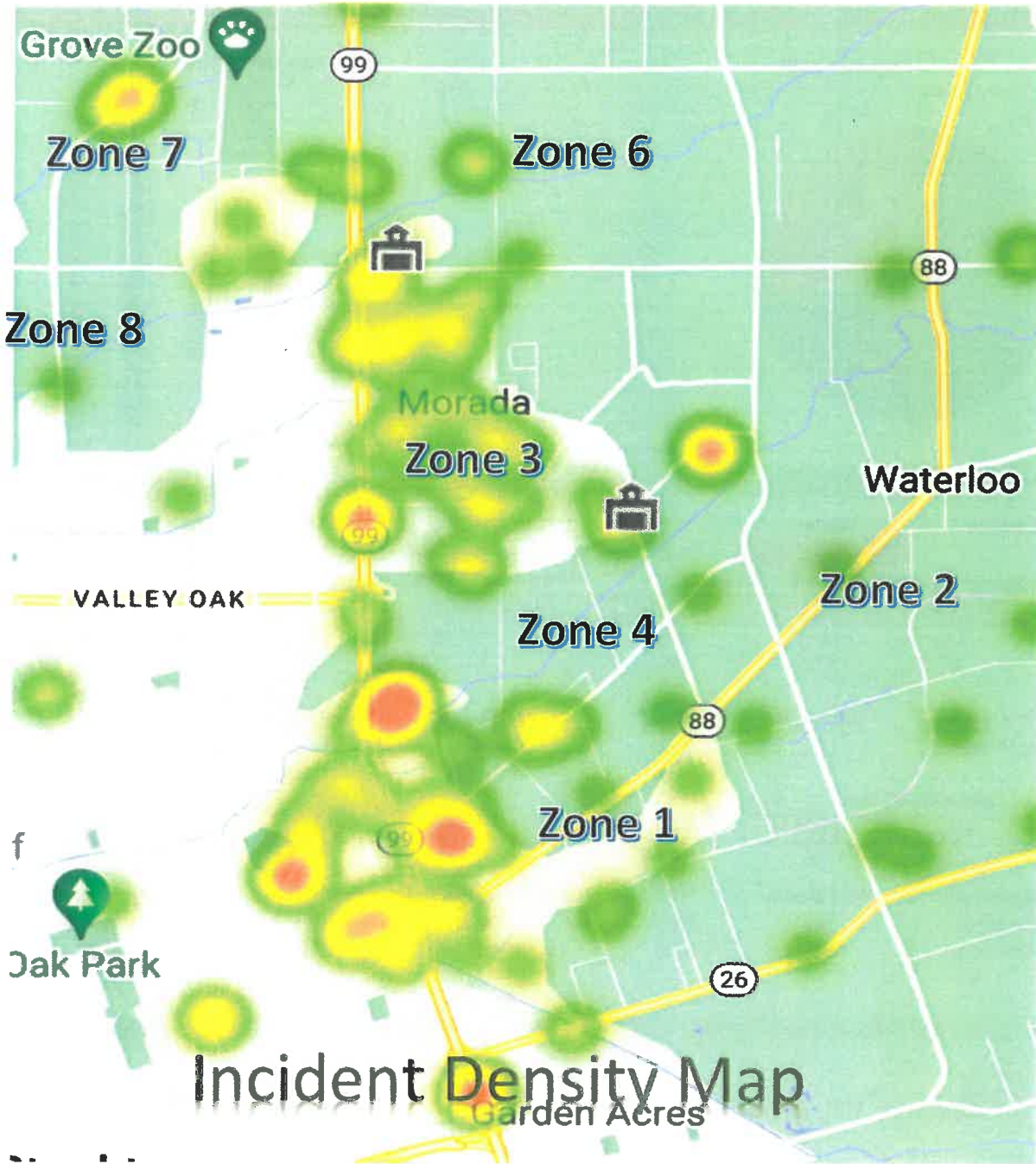


Data collected during calendar year



# WATERLOO MORADA FIRE DISTRICT MONTHLY ACTIVITY REPORT

June  
2022



## Incident Density Map

Zone 1	33
Zone 2	11
Zone 3	56
Zone 4	89
Zone 6	26
Zone 7	22
Zone 8	8