

**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
Groveland Community Services District

**AGENDA**  
September 12, 2016  
10:00 a.m.

District Office  
Groveland Community Services District  
18966 Ferretti Road  
Groveland, CA 95321

**Call to Order**

**Pledge of Allegiance**

**Roll Call of Board Members**

Robert Swan, President  
Bruce Carter, Vice President  
John Armstrong, Director  
Steve Perreira, Director  
Scott Wemmer, Director

**Public Comment-** (3 minutes per person; estimated time required: 10 minutes total)

The public may speak on any item not on the Agenda. We want you to understand that we are listening carefully. However, no action may be taken by the Board. The Board will only hear questions, no responses or answers will be provided. Any item that requires lengthy discussion or Board action shall be submitted in writing to the District Secretary. This will enable the meeting to proceed with decorum, and to facilitate an orderly and respectful business meeting. Thank you.

**1. Agenda Approval**

**Action Items to be Considered by the Board of Directors**

**2. Consent Calendar**

- A. Approve Minutes from August 15, 2016 Special Meeting
- B. Approve Minutes from August 31, 2016 Special Meeting

**3. Consider for Approval General Manager Job Description (Staff).**

**4. Consider for Approval Payment Installment Agreement (Staff).**

**5. Consider for Approval General Manager 12-month Contract (Committee).**

**6. Consider for Approval General Manager Goals and Objectives (Committee).**



7. Consider for Approval Urban Water Management Plan 5 Year Update (Staff).
8. Consider for Approval Water Conservation Report (Committee).
9. Consider for Approval 2016 Biennial Notice for Conflict of Interest Codes (Staff)

#### Information Items

10. Discuss and Review Environmental Protection Agency Notification (Staff).
11. Discuss and Review Sewer Rate Request for Proposal (Staff).
12. Ad Hoc Committees Reports
  - A. Board of Director's Policy Manual (Directors Perreira & Swan)
  - B. Equipment Review Committee (Directors Wemmer & Armstrong)
  - C. Survey Committee (Director Carter)
  - D. Budget Committee (Directors Swan & Perreira)
  - E. Bargaining Unit Negotiations (Directors Swan & Wemmer)
  - F. Fire Department (Directors Carter & Armstrong)
  - G. General Manager's Employment Contract Review (Director Perreira & Swan)
  - H. General Manager Goals and Objectives Committee (Directors Wemmer & Carter)
13. Standing Committee Reports
  - A. Strategic Planning (Directors Wemmer & Swan)
  - B. Park Committee (Directors Wemmer & Armstrong)
  - C. Water Conservation (Directors Carter & Wemmer)
  - D. Finance Committee (Director Swan & Perreira)
14. Staff Reports
  - A. General Manager's Comments
  - B. Operations and Maintenance
  - C. Admin/Finance
    - a. List of August Payables
15. Director Comments
16. Adjournment

ALL AGENDA MATERIAL MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

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**Summary of Guidelines for Public Comments at District Board Meetings**  
(Excerpt from Exhibit B of Policy Manual for the Board of Directors)



1. Persons wishing to speak on any Agenda Item may be asked to complete a Speaker Request Card to be given to the Board Secretary prior to the meeting, all speakers can remain anonymous.
2. The Presiding Officer will:
  - Announce the Agenda Item
  - Staff will provide a report and any associated recommended actions to be considered by the Board of Directors.
  - Members of the public will be identified by the Presiding Officer and asked to present their comments and submittals
  - The Presiding Officer will close the hearing and bring the issue back to the Directors for discussion and possible action.
3. Oral comments will typically be limited to 3 minutes and must be relevant to the Agenda Item.

California Elections Code Section 18340 states: Every person who, by threats, intimidations, or unlawful violence, willfully hinders or prevents electors from assembling in public meetings for the consideration of public questions is guilty of a misdemeanor.

California Penal Code Section 403 states: Every person who, without authority of law, willfully disrupts or breaks up any assembly or meeting that is not unlawful in its character...is guilty of a misdemeanor.

As presiding officer, the President of the Board has the authority to preserve order at all Board of Director meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.  
(Sec. 6 Policy Manual for the Board of Directors)

*Any person who has any questions concerning this agenda may contact the District Secretary.*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at 209-962-7161. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11)



**SPECIAL MEETING OF THE BOARD OF DIRECTORS  
GROVELAND COMMUNITY SERVICES DISTRICT  
GROVELAND, CALIFORNIA  
August 15, 2016  
10:00 a.m.**

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Bob Swan, President, Bruce Carter, Vice President, Scott Wemmer, and Steve Perreira being present. Also present General Manager Jon Sterling and Interim Board Secretary Lindsay Northrop

Director Swan called the meeting to order at 10:00 a.m.

Director Perreira entered the meeting at 10:02 a.m.

**Agenda Approval**

Motion

*Director Swan moved, seconded by Director Carter, and the motion passed unanimously to approve the agenda as written.*

**Action Items to be Considered by the Board of Directors**

**Consent Calendar**

- a. Approve minutes from August 8, 2016 regular meeting.

Motion

*Director Swan moved, seconded by Director Armstrong, and the motion passed to approve the consent calendar as written.*

*Ayes: Directors Swan, Carter, Wemmer and Armstrong*

*Abstentions: Director Perreira*

**Consider for Approval Letter of Permission to Alcoholic Beverage Control (ABC) for the Chamber 49'er Festival**

Mr. Sterling informed the Board that the Board has previously supported the sale of alcoholic beverages for the 49'er festival. A discussion ensued between the Board and staff.

Motion

*Director Swan moved, seconded by Director Armstrong, and the motion passed unanimously to approve the Letter of Support to ABC for the Chamber of Commerce 49'er Festival.*

The Board entered closed session at 10:04 a.m.

**Closed Session**

- A. Conference with Labor Negotiator (Government Code Section 54957.6)  
Agency designated representative: General Manager  
Employee Organization: Operating Engineers, Local #3

The Board reconvened into open session at 11:43





**Report out of Closed Session**

Nothing to Report

**Director Comments**

Director Swan informed the Board of his trip to Cambria with SDRMA

**Adjournment**

**Motion**

*Director Swan moved, seconded by Director Carter, and the motion passed unanimously to adjourn the meeting at 11:59 a.m.*

APPROVED:

ATTEST:

\_\_\_\_\_  
Robert Swan, President

\_\_\_\_\_  
Lindsay Northrop, Interim Board Secretary



**SPECIAL MEETING OF THE BOARD OF DIRECTORS  
GROVELAND COMMUNITY SERVICES DISTRICT  
GROVELAND, CALIFORNIA**

**August 31, 2016**

**10:00 a.m.**

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Bob Swan, President, Bruce Carter, Vice President, Scott Wemmer, and John Armstrong being present. Also present General Manager Jon Sterling and Interim Board Secretary Lindsay Northrop

Director Perreira was absent

Director Swan called the meeting to order at 10:00 a.m.

**Agenda Approval**

Motion

*Director Wemmer moved, seconded by Director Armstrong, and the motion passed to approve the agenda as written.*

*Ayes: Directors Swan, Carter, Wemmer, and Armstrong.*

*Absent: Director Perreira*

**Action Item**

**Consider for Approval Board Findings and Direction Regarding Privatization.**

Director Swan presented the item to the Board. He stated he is asking the Board to vote on the following statement of Board finding and direction regarding privatization. The statement is as follows:

"The GCSD Board finds that provisions of the Raker Act (H.R. 7207, Sixty-third Congress, first session), and provisions of the water supply contract between GCSD and SFPUC, make full privatization (i.e., sale) of the Water Enterprise impossible for the foreseeable future. The Board therefore finds that full privatization of the Water and/or Sewer Enterprises is not a viable option, now or in the future, and that this concept is a dead issue. The General Manager is directed to gracefully terminate discussions with California American Water on this matter."

Member of the public Kay Crow addressed the Board, she stated... "I had to do extensive research of public records to figure out what was going on with the exploration of privatization." She then read some of her findings to the Board. She stated, "Last minute additions to the agenda according to the Brown Act, unless it is an emergency, should be tabled for the next regular meeting."

She asked why the initial meeting between staff, and Cal Am Water were done so at an AD HOC Budget Committee, where neither an agenda, or minutes are produced. "This is the most important decision, that any Board, of this District, any Board has had to make, and it should've been done publicly."

She then stated, that by reading the emails she received through her public records request, that she feels it was more than a fact finding ordeal, and she is upset with the Board for not doing business properly.

Director Carter stated in response to Director Perreira's emails, "You're not reading the action of the Board; you're reading someone's opinion."



Director Swan stated... "Strictly speaking what you're reading is someone's opinion about what he thought the full Board's opinions were." The full Board never received the emails sent by Director Perreira.

Mike Eggner stated he supports the Board's decision. He stated "The GCSD was created by the community and not big corporations to increase fees and line their pockets; it was created to help the community. There is the perception out there that the Board was trying to hide their interaction with the company. There were comments made by a Director publicly that the pension and the benefits that the employees receive have caused the financial issues the District is facing, and that's not necessarily the case. If you look over the last 5-6 years, it's been the bickering and interference of day to day operations of past Board members which has caused the problems. Looking back at all the legal fees, and the hiring of a past general manager who was making over \$200,000 a year. It's not the employees creating all these things."

Director Swan stated... "We have some real problems in the District, and as a Board we are trying to determine the best way to proceed. Hypothetically, having a discussion about options, is not making a decision, it's having a discussion. Honestly, transparency does mean that Board deliberation needs to be transparent, that doesn't mean that every single conversation any one has on a subject matter with anyone else, means that we are hiding something. You can have a discussion and decide not to do something too.

We definitely had some procedural errors on how we prepared for this, but I will assert that all discussion that the Board has had, I'm not talking about private emails from one Director to someone else, has happened in an open meeting."

Director Armstrong stated... "You have to keep an open mind, when you're in trouble like we are; and we're in big trouble, we need to do things, and we're looking at everything to try and save this District."

Director Wemmer stated the item in question was strictly informational when it was proposed from Cal Am, he stated... "The Board did not pursue Cal Am, maybe a member of this Board had contact, but the Board did not have full contact with Cal Am, we did not pursue anything. All we did was agree to have information brought to us. No one made a decision to sell the District or anyone else, and if a few people had a discussion on their own, about what options are out there for us, they're just doing their job. I'm not going to vote for this, I'm curious to what they (Cal Am) have to say about the Raker Act.

Mr. Sterling stated Cal American Water's counsel stated that they felt the Raker Act would prohibit them from being able to purchase the water system. GCSD's general counsel is of the same opinion.

### Motion

*Director Armstrong moved, seconded by Director Swan, and the motion passed to adopt the Board Findings and Direction Regarding Privatization.*

*Ayes: Director Swan, Carter and Armstrong*

*Noes: Director Wemmer*

*Absent: Director Perreira*



**Director Comments**

Director Swan stated... "In retrospect, we should have certainly tabled the item until it could be properly placed on the agenda for the next regular meeting, and at that point, taken a vote on what to do about it, even if it was just authorizing staff to talk to Cal Am. I continue to assert that the Board itself, independent of the actions of individual members, has not done anything, or had any back room dealings."

Director Carter stated... "This was an original request by one of the Board members to see if we had any objection to somebody, looking around, to see if their might be some interest. That's as far as it went, and there was no further discussion outside the Board. In the newspaper you've seen the opinions of an individual Board member, you've seen some gossip and hearsay, and you've seen little fact, it bothers me when people say something, [and say here's what I've said, without coming to the person who said it], if you want to know what I said, ask me. Don't take some third hand, third person statement at face value. I'll be very candid with what I said, I've had an open mind about it from the beginning, yet very skeptical of it, this was a tire kicking exercise; it wasn't a conspiracy, it was only an exercise to get information, and if the people were misled I apologize."

**Adjournment**

Motion

*Director Swan moved, seconded by Director Carter and the motion passed to adjourn the meeting at 10:39 a.m.*

*Ayes: Directors Swan, Carter, Wemmer, and Armstrong.*

*Absent: Director Perreira.*

APPROVED:

\_\_\_\_\_  
Robert Swan, President

ATTEST:

\_\_\_\_\_  
Lindsay Northrop, Interim Board Secretary







## GENERAL MANAGER

### General Description:

Under administrative direction of the Board of Directors, the General Manager is responsible for the financial, administrative, and operational affairs of the District. He/she represents the Board's policies and programs with employees, community organizations, the general public, other agencies, and associations. The General Manager is responsible for managing all expenditures, programs, and projects of the District and manages this process through the development and implementation of the District's Budget. The General Manager is responsible for all Human Resources and Personnel issues in the District.

**Essential Functions-** *Essential responsibilities and duties for the General Manager include, but are not limited to the following:*

- Serve as the Chief Executive Officer of the District, with responsibility for the day-to-day and long term operations and activities of the District, organizing and assigning responsibilities, and directing and overseeing the management provided by the subordinate managers.
- Provides advice and consultation on the development of District programs, projects and policies.
- Keeps the Board of Directors advised of District activities and laws, issues or problems that may affect District Operations.
- Coordinates the preparation of the Agenda for Board Meetings and Board Committee Meetings.
- Motivates employees to safe and efficient operations of the District
- Oversees the preparation and implementation of the District's Annual Budget.
- Responsible for all personnel matters, including employment procedures, grievance, employer-employee relations, performance evaluations and goal setting, and training.
- Responsible for all financial matters of the District, including payment authorization, grant applications, and contracts and agreements
- Responsible for the planning and implementation of long and short-term Capital Improvement Programs.
- Responsible for Strategic Planning activities, and the long-term goals and objectives of the District.
- Serves as the District's representative with other government and community agencies, boards, and commissions.
- Represents the Board's policies and programs with employees, community representatives, and other governmental agencies.
- Responds to and resolves difficult and sensitive customer inquiries and complaints.

### **General Manager Entry Requirements**

#### **Knowledge of:**

- Principles and practices of executive management and leadership, including planning and organizing responsibilities, motivation and delegation of authority.
- Applicable federal, state, and local laws, codes and regulation relative to water treatment and distribution, wastewater collection, treatment and disposal, and fire departments.
- Fundamentals of safety and risk management.



- Principles and practices of construction and service contract negotiations and administration.
- Operations and maintenance of a water and wastewater system.

**Demonstrated ability to:**

- Formulate, manage, and implement annual budgets.
- Develop and implement Strategic Plans.
- Motivate and manage a safe and efficient staff.
- Manage small- and large-scale capital projects.
- Work with and assist Boards of Directors of diverse backgrounds and motivations.
- Creatively solve complex administrative, financial and technical (operational and engineering) problems.
- Understand diverse technical and engineering principles.
- Work with regulatory agencies.
- Effectively communicate orally and in writing, including written reports and oral presentations.
- Plan, establish and implement programs, services, capital improvements, goals, objectives, policies, and procedures.
- Understand and interpret State and Federal Grant applications, and have successful award experience.
- Pass physical and drug screening tests.

**Desirable Attributes:**

- Prior work experience with a Community Services District.
- Prior experience working with a Public Fire Agency.
- Registered professional Engineer with experience in water and waste water system design.
- Experience and familiarity of Government accounting standards.

**Physical Demands:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and hear to effectively interface with other staff members and the public; maintain the capacity to sit at the computer for a period of time; walk, stand, kneel, climb, stoop, bend, squat; and use hands and fingers to write and to handle, grip and operate office equipment and drive a District vehicle.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

**Work Environment:**

The work environment characteristics described below are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Inside: The majority of the job activities are performed indoors in a temperature- controlled environment.

Noise/Vibration: The majority of the job activities have minimal exposure to noise generated from the operation of office equipment.



Education/Certification:

BS or MS degree from an accredited college or university, in Engineering (preferred), or Public Administration.

\*Applicants with evidence of extensive experience in lieu of Four year degree may be considered.

Candidates shall demonstrate continued professional development through continuing education and/or certification programs.

Must possess a valid California driver's license, have a satisfactory driving record, and be insurable by the District to operate District vehicles.

Experience

Minimum:

A minimum of ten (10) of management level experience in the areas of staff development, finance/budget, capital projects, personnel management, intergovernmental relations/negotiations and interdepartmental coordination.

Preferred:

Extensive management experience reporting to an elected board or commission which has provided a broad knowledge of the operation of local government in California along with water/wastewater related issues and the operation of a community services district.

Work Hours:

Monday through Friday, 8:00 a.m. -4:30 p.m. Subject to change as required to meet the needs of the District.

Must be willing to attend Board Meetings outside of regular work hours.

Must be available to respond to District emergencies.



AGENDA SUBMITTAL

**To:** GCSD Board of Directors  
**From:** GCSD Staff  
**Date:** September 12, 2016  
**Subject:** Consider for Approval Payment Installment Plan for Account 015265-000

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**Summary**

In early August, District staff notified the property owner (P.O.) of 19223 Salvador Ct after a meter read showed over 87,000 gallons of water used for the month of July. Staff directed the home owner to check for leaks. The P.O. notified the District that it was in fact a toilet, advised us it was turned off and would be repaired, and a third meter read verified consumption went back to normal. Total Consumption lost for this leak was 106,460 gallons of water. The home owner is asking for any forgiveness on the sewer consumption, as the bill is catastrophic to him. Staff has advised the P.O. that a payment plan in the amount of \$142.86 will be brought to the Board for consideration.

**Recommended Action**

Approve the Payment Installment Plan for Account 015265-00 Mikhail Bukhman





## INSTALLMENT PAYMENT AGREEMENT

This Installment Payment Agreement (hereinafter "Agreement") is entered into by and between GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (hereinafter "District"), and Mikhail Bukhman, (hereinafter "Customer").

### RECITALS

1. District provides water service to parcels of real property located within its jurisdictional boundaries, including the real property owned by Customer consisting of Tuolumne County Assessor Parcel No. 090-40-001; 19223 Salvador Ct 5/25 A

2. The District's Water Ordinance 2-10 provides for payment of monthly bills for water service. Payment for utility bills must be received in the District office by the last business day of the month in which they are billed or a ten percent (10%) penalty shall be added to that month's bill. An additional penalty shall be payable in an amount equal to one-half of one percent (0.5%) of the unpaid water and sewer service charges plus the basic ten percent penalty for each month until all delinquent charges and penalties have been paid.

3. The District's Water Ordinance 2-10 further states that if the bill is not paid by the 15<sup>th</sup> of the following month, the water service will be shut off and an additional disconnection fee will be charged. When service is disconnected due to non-payment of bills, service shall not be resumed until payment of all charges and disconnection fees is received.

4. Customer has one utility accounts with District. The account number is 015265-000. Customer has requested that District waive this requirement. Customer has offered to enter into this Agreement by which Customer agrees to pay District the billing in twelve (12) monthly installments of \$142.86.

5. The District's General Manager has considered the facts and circumstances surrounding the payment of the delinquency with respect to Customer's account, and finds that it is in the public interest to enter into this Agreement with Customer regarding the payment of the delinquency in installments.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties hereto agree that the correct amount of the billing statement of account 015265-000 is \$1714.42

2. District hereby agrees to waive its right to full and immediate payment of the water charges in consideration for which Customer agrees to maintain account 015265-000 in current status and to make installment payments to District in a total

amount of the balance due specified in Section 1 above by paying the following installment amounts on the following installment dates:

Account 015265-000

Installment No.	Due Date	Amount Due
1	9/30/2016	142.86
2	10/31/2016	142.86
3	11/30/2016	142.86
4	12/30/2016	142.86
5	1/1/2017	142.86
6	2//2017	142.86
7	3//2017	142.86
8	4//2017	142.86
9	5//2017	142.86
10	6//2017	142.86
11	7//2017	142.86
12	8// 2017	142.86

3. The parties hereto agree that a penalty shall be payable in an amount equal to one-half of one percent (0.5%) of the unpaid water service charges.

4. Should Customer default in the performance of its promises to pay installment payments as specified in this Agreement, or materially breaches any of the other provisions of this Agreement, District may, at its option, terminate this Agreement by giving written notice to Customer. In the event of such default by Customer and termination of this Agreement by District, District shall retain its right to terminate water service to the Property of Customer for delinquent payment of water charges.

In addition to the remedy of termination of water service to the Property, in event of default by Customer in performance of its promises specified in this Agreement, District retains all of its remedies to collect such delinquent charges as specified in Government Code Section 61115 as follows: (1) to record a lien against the Property and all other property owned by Customer in Tuolumne County in the amount of the total balance of the delinquency not paid by Customer as promised in the terms of this Agreement; and (2) the remedy of requesting the County Auditor to place the amount of any delinquent water and sewer charges on the Property Tax Rolls prepared with respect to the Property in the next fiscal year following the date of default, in order to collect such delinquent payments by means of the County's property tax collection procedures. The District retains the right to exercise any and all of these remedies either individually or collectively.

In the event that District terminates water service to the Property due to a default in the performance of this Agreement by Customer, the parties agree that such

water service will not be reconnected to the Property until Customer pays to District all outstanding obligations with respect to installment payments owing pursuant to the terms of this Agreement, together with any interest and/or penalties assessed by District against Customer for delinquent payments hereunder pursuant to the terms of the District's Water and Sewer Ordinance.

5. This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the payment of the District's delinquent water charges by Customer to District in installment payments, and contains all the covenants and agreements between the parties with respect to such payments. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement shall be valid or binding.

6. This Agreement may be amended only in writing, by mutual agreement of the parties on signature of both the District and Customer. Said amendment shall be attached to this Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of California.

8. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

9. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party in connection with this Agreement, the parties hereto consent to a court award of reasonable attorneys' fees to the prevailing or innocent party. The amount of the award shall be sufficient to compensate the prevailing party for all attorneys' fees incurred in good faith.

10. Any notices to be given pursuant to this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage pre-paid, with return receipt requested at the addresses noted below.

District: Groveland Community Services District  
18966 Ferretti Road  
Groveland, CA 95321-0350  
Attention: Jon Sterling, General Manager

Customer: Mikhail Bukhman  
853 Commodore Dr. # 442  
San Bruno, Ca 94066

IN WITNESS WHEREOF, the parties hereto have executed this Installment Payment Agreement as of the day and year specified next to each party's signature.

GROVELAND COMMUNITY SERVICES DISTRICT

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jon Sterling  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Mikhail Bukhman  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_

## AGENDA SUBMITTAL

**To:** GCSD Board of Directors

**From:** GM Contract Committee (Directors Swan and Perreira)

**Date:** September 12, 2016

**Type:** Action Item

**Subject:** Consider for approval new Employment Agreement for Jonathon H. Sterling

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This matter is slightly overdue. The Committee and the General Manager reached agreement on the terms of the contract renewal several weeks ago. When submitted for review by Labor Counsel, it turned that some new language (new Section 11) had to be included, and we simply missed getting this on the agenda for the last meeting.

The agreement is now complete and reviewed, and the Committee recommends its approval by the Board.

**Main Changes:** The Agreement is very similar to the prior three-year Agreement with GM Sterling. Compensation remains the same, at \$135,000 per year. GM Sterling agreed to forgo a proposed cost-of-living adjustment (see below). Major changes:

1. The Agreement will terminate on September 30, 2017. This gives us a year to find a new General Manager.
2. GM Sterling gave up the right (provided in the prior contract) to participate in the health, dental, and other group insurance programs offered by the District to other regular employees.
3. GM Sterling and Spouse will be eligible to participate in Retiree Medical Coverage after the completion of nine (9) years of total employment. In the previous contract, this was ten (10) years. GM Sterling will still pay 30% of the premium cost of this benefit (unchanged from previous version).

The cost savings to the District resulting from no cost-of-living adjustment, and not providing health, dental, and other group insurance for the remaining year of this Agreement, will – to a first approximation – offset the extra expense to the District of providing one extra year of 70% of Retiree Medical Coverage.



**EXEMPT, "AT-WILL" EMPLOYMENT AGREEMENT  
For Jonathan H. Sterling  
General Manager/Operations & Maintenance Manager**

Field Code Changed

THIS AGREEMENT is entered into this ~~24<sup>th</sup>~~ 12th day of ~~September~~ August 2016~~3~~, by and between the Groveland Community Services District, a political subdivision of the State of California, formed and operating pursuant to the provisions of Government Code Section 61000, et seq., (hereinafter the "District") and Jonathan H. Sterling (hereinafter "Employee" or "Mr. Sterling"), who agree as follows:

1. **Recitals.** The District is in need of a General Manager/Operations & Maintenance Manager and desires to employ Mr. Sterling as the General Manager/Operations & Maintenance Manager of the District. Mr. Sterling desires to act as General Manager/Operations & Maintenance Manager pursuant to the terms and conditions of this Agreement.

2. **Employment.** District hereby employs Mr. Sterling as the General Manager/Operations & Maintenance Manager of the District, subject to the terms and conditions of this Agreement. Mr. Sterling hereby accepts such employment subject to the terms and conditions of this Agreement. This Agreement supersedes Mr. Sterling's current employment agreement related to the Operations & Maintenance Manager position.

3. **Term.** This Agreement shall take effect on ~~September~~ August 12th ~~21, 2016~~ 21, 2016 for a term of ~~three (3) years~~ until September 30 2017, unless sooner terminated as provided in the termination provisions below. If either party to this Agreement desires to continue the term of this Agreement beyond ~~August 18, 2016~~ September 30 2017, said party shall notify the other party in writing, no later than ninety (90) days prior to the expiration of this Agreement. The parties may then enter into negotiations to extend this Agreement for an additional period of time, enter into a new agreement and/or terminate the employment relationship.

4. **Duties.** Mr. Sterling's duties under this Agreement shall be those assigned to the office of the General Manager/Operations & Maintenance Manager as described on the job description for the General Manager/Operations & Maintenance Manager position as adopted and amended from time to time by the District Board of Directors. The current job description is attached as Exhibits A&B. Mr. Sterling acknowledges that the District can amend the job description within reasonable and professional expectations at any time to either provide for additional duties and responsibilities, and/or delete existing duties and responsibilities of the General Manager/Operations & Maintenance Manager. A revised job description will supersede and replace the existing Exhibits A&B upon its adoption by the Board of Directors.

5. **Hours.** Mr. Sterling shall devote his full time, attention and energies to his duties. Mr. Sterling shall be available to work such times as necessary to fully and competently perform the duties of the position, regardless of the number of hours involved. Mr. Sterling acknowledges that the duties of his position will often require a commitment of more than forty (40) hours per week, and that some day-to-day hours may vary. Mr. Sterling acknowledges that the position of General Manager/Operations & Maintenance Manager is exempt from federal and

state overtime and wage laws, and that he is not entitled to compensation in the form of either overtime pay or compensatory time off for any hours worked in excess of forty (40) hours in one week, or in excess of eight (8) hours in any day.

6. **Compensation.** For all services to be rendered by Mr. Sterling under this Agreement, the District shall provide to Mr. Sterling the following salary and benefits:

- a. Mr. Sterling's base salary shall be \$135,000 payable in increments every two weeks, on the same payroll schedule as other District employees.
- b. Consideration to adjust Mr. Sterling's salary will be done on an annual basis and in such amounts and to such extent as Board of Directors may determine necessary on the basis of an annual performance review conducted 30 days before the Agreement's anniversary date.
- c. The Board of Directors may elect at any time to give Mr. Sterling an increase in pay based on merit. This is usually considered during the annual performance evaluation.
- d. Sick leave benefits and employer contributions towards deferred compensation programs on the same basis as the District provides to other management employees of the District. Ninety-six (96) hours per year, cap at 240 hours. Payout at 50% upon termination.
- e. Employee shall participate in the District's retirement program, which may change during the term of this Agreement, as follows:

- 1. Public Employee Retirement System (PERS). Mr. Sterling shall pay 50% of the total costs.

~~Mr. Sterling shall participate in whichever of the previous retirement programs is approved in the new MOU with the bargaining unit.~~

~~f. Employee and dependent coverage for health, dental and other group insurance programs offered by the District to other employees. Should Mr. Sterling chose to exercise these benefits, he shall pay 25% of the individual premium and 100% of the dependent premium costs.~~

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~~g. i. Vacation leave/administrative leave shall accrue at a rate of 25 days per year, with a cap of two times the annual leave. Once this leave cap has been reached, no further leave shall accrue until leave is either used or paid down by up to half the amount accrued. Employee shall be entitled to use his entire annual leave allotment at any time during the agreement year.~~

~~h. g. Reimbursement of expenses which Employee incurs in the performance of his duties as General Manager/Operations & Maintenance Manager for the District, including, but not limited to attendance at business luncheons and dinners, conferences, meetings~~



with other public agencies, and other incidental costs supported by receipts documenting actual costs incurred.

h. District provided cellular phone and/or pager together with payment of reasonable monthly service charges in connection with their use as outlined in Employee Handbook Section 513.

i. For the purposes of Retiree Medical Coverage, Mr. Sterling and Spouse shall receive benefits after ~~ten (10)~~ nine (9) years of total employment. Mr. Sterling shall be responsible for 30% of benefit costs.

**7. Other Terms and Conditions of Employment.** The District's Employee Handbook shall also govern Mr. Sterling's employment, and the parties shall comply with all applicable provisions of the Employee Handbook. If any term or condition of this Agreement is inconsistent with or in conflict with a term or condition of the Employee Handbook, the terms of this Agreement shall govern.

**8. Performance Evaluation.** The District Board of Directors shall evaluate the performance of Mr. Sterling from time to time but not less than once per year 30 days prior to anniversary date of this agreement. Said evaluation shall be reduced to writing.

**9. Termination.** This Agreement may be terminated at any time in advance of the expiration of its term in any one of the following ways:

- a. By mutual agreement of the parties.
- b. By Mr. Sterling, without cause, upon giving to the District not less than sixty (60) working days prior written notice of an election to terminate this Agreement.
- c. By District, without cause, upon giving Mr. Sterling written notice of termination and payment of severance pay in an amount equal to Mr. Sterling's monthly salary multiplied by three (3) months (the Severance Period) as well as pay to maintain all benefits currently offered by the District during the Severance Period, had this Agreement not been terminated by District. Payment of such severance pay shall be deemed to constitute full, complete and exclusive compensation and relief for termination of this Agreement and termination of employment, together with all losses, damages, and injuries, whether economic or otherwise, which the Employee may incur as a result of such termination.
- d. By District, for cause, upon giving to Mr. Sterling written notice of termination. The written notice of termination shall specify (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement, and (2) the opportunity of Mr. Sterling to be heard before the District Board of Directors on the reasons for his termination. If Mr. Sterling requests to be heard before the Board, a meeting shall be scheduled at the Board's earliest convenience in a closed session, unless Mr. Sterling requests the meeting be held in open session.

After the meeting, the Board of Directors may affirm, modify or reverse any decision to terminate this Agreement or terminate the General Manager/Operations & Maintenance Manager's employment for cause.

Examples of conduct justifying termination for cause are as follows: harassment of employees and/or District customers; willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement, or which seriously impede District operations; conduct that tends to bring discredit to the District; conduct unbecoming an employee in public service; mishandling of District funds; any intentional misrepresentation or fraud in connection with the performance of his duties; or theft of District property.

Notwithstanding the provision of any District rule, regulation, policy, procedure or practice to the contrary, upon termination of Mr. Sterling's employment, whether as a result of refusal to renew/extend the term of this Agreement, or of early termination of this Agreement whether with or without cause, Mr. Sterling shall not be entitled to any compensation, damages or other monetary award except as specifically authorized by this Agreement, and by execution of this Agreement, Mr. Sterling waives any such claim and/or entitlement.

10. **Indemnification.** District agrees to assume the defense of, and indemnify and save harmless, the Employee from and against all actions, liability, damages, claims, losses or expenses to which Employee may be subjected or put to by reason of or resulting from any alleged negligent act or omission of Employee or those individuals Employee supervises in connection with any act performed or required to be performed pursuant to this Agreement. This indemnification shall not include any claim arising from fraud, corruption, malice or willful misconduct of Employee.

**11. Abuse of Office Conviction**

Notwithstanding any other provision of this Agreement, and as mandated by Government Code sections 53243 et seq. in the event the General Manager/Operations & Maintenance Manager is convicted of a crime constituting "abuse of office", the General Manager/Operations & Maintenance Manager shall reimburse the District for salary and monies to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, cash settlement, etc.). In the event of such conviction, the District shall make no payments barred by Government Code sections 53243 et seq.

124. **Entire Agreement.** This writing constitutes the sole, entire, integrated and exclusive contact between the parties respecting Mr. Sterling's employment by the District as General Manager/Operations & Maintenance Manager. There are no promises, covenants, conditions precedent, conditions subsequent or other understandings between the parties regarding the employment relationship that are not expressed herein. Any other contracts,

agreements, contract terms, understandings, promises, or representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

132. **Notices.** Any notice to be given to Mr. Sterling shall be sufficiently served if given to him personally, or if deposited in the United States Mail, regular pre-paid mail, addressed to his most recent residence address as shown on the District payroll records. Any notice to be given to District shall be addressed to the District Board of Directors and delivered or mailed to the District Secretary at the District offices.

143. **Successors and Assigns.** This Agreement is personal to Mr. Sterling and may not be transferred or assigned. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

154. **Amendments.** This Agreement may be amended only by a subsequent writing approved and executed by both parties. The District's Board of Directors must approve any amendment by District. Individual Board members do not have the authority, express or implied, to amend, modify, waive or in any way alter this Agreement or the terms and conditions of Mr. Sterling's employment.

165. **Waiver.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

176. **Public Record.** Mr. Sterling acknowledges that this Agreement constitutes a public record and the District must make a copy of said Agreement available to the public upon receipt of a request made pursuant to the California Public Records Act, Government Code Section 6250, et seq., and other provisions of California law.

17. **18Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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**GROVELAND COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

**EMPLOYEE**

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

Jonathan H. Sterling

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary

Exhibit A

Job Description for Operations & Maintenance Manager

**OPERATIONS & MAINTENANCE MANAGER (at will, exempt employee)**

Under executive direction, the Operations & Maintenance (O&M) Manager plans, organizes, coordinates, reviews, and evaluates the operational activities of the District's Water & Wastewater Treatment Group, Collection & Distribution Systems Group, and Maintenance & Mechanical Systems Group, and any activity that requires the coordination efforts of more than one Group, or between the O&M Department and other Departments within the District.

The O&M Manager has the following minimum qualifications and is expected to mature in his abilities to execute the responsibilities of his position:

- At least seven (7) years of progressively more responsible experience in managing water and/or wastewater treatment, collection, and distribution facilities and systems
- At least two (2) years in supervisory positions
- A minimum of a Grade III Water Treatment Operator and Grade II Wastewater Treatment Operator certificates within 18 months of appointment
- A minimum of a Grade III Water Distribution and Grade II Wastewater Collection Systems certificates within two years of assuming position
- Cross Connection Control Specialist
- Advanced understanding of construction methods
- Demonstrated leadership and supervisory skills as a motivator and mentor
- Excellent communication skills
- Demonstrated imagination and creativity in solving operation and maintenance challenges associated with water and wastewater systems
- Project management skills
- Budgeting and scheduling skills
- Understanding of the regulatory requirements associated with operating water and wastewater systems
- Demonstrated ability to plan, organize, schedule, train, and supervise subordinate employees
- Establishing and maintaining effective working relationships with employees within the Department, other District employees, the General Manager and Board of Directors, District consultants, developers, regulatory officials, and the public
- Demonstrated skill and first hand experience in planning, organizing and supervising construction and modification of maintenance and Capital Projects

The O&M Manager is responsible for the following:

- Resolving resource loading issues between and among Groups in the Department and prioritizing these resources to meet the needs of the District's operations and maintenance activities
- Under executive direction, providing liaison between the District and other private and governmental agencies

- In close coordination with his Maintenance Foremen, Chief Systems Operator and Chief Plant Operator, overseeing the operations of the water and wastewater treatment and conveyance facilities, grounds and buildings, and the laboratory and SCADA systems
- Reviewing and commenting on engineering plans and any water or wastewater facilities plans
- Working with the public, developers, utilities and others to resolve complaints, explain requirements, and coordinate operations, as needed
- Overseeing the evaluation and setting of annual goals for employees, as well as counseling employees, preparing documentation, recommending and carrying out discipline, and developing improvement plans for employee deficiencies within the O&M Department
- Ensuring compliance with District and governmental safety policies, procedures, and regulations
- Developing and implementing formal policies and procedures for Department operations
- Developing and implementing training programs for employees within the Department and encouraging the advancement of employees by assisting them in meeting their skill, knowledge, and certification goals
- Planning, initiating, managing, and tracking the financial and scheduling performance of capital projects undertaken for the Department
- Assisting the General Manager, District Engineer, and Admin/Finance Manager with annual budget preparation
- Preparing monthly Department reports and presenting these to the General Manager and Board of Directors on a regular basis

Job Description for General Manager

**GENERAL MANAGER**

**SUMMARY:** In charge of the administrative, legal, engineering, operations, and financials of the District whose annual budget is approx. 5 million dollars for water, wastewater treatment, parks and rec., and fire services. To represent the Board's policies and programs with employees, community organizations, and the general public. Review budget requests and make recommendations to the Board on final expenditure levels. Responsible for employer – employee relations. Responsible for development, maintenance, and improvement of District facilities and services, and perform other related duties as required.

**SUPERVISION:** Under administrative direction of the Board of Directors. Direct supervision of department heads. (Full-Time Fire Fighter personnel sub-contracted through CAL FIRE, facilities and equipment owned and maintained by District)

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Serves as chief executive officer for the District; recommends vision and long range goals for District; including strategic planning;
- Provides advice and consultation on the development of District services, functions, and policies;
- Oversees the preparation of the annual budget, making recommendations to the Board on final expenditure levels; reviews and approves purchase order and budget requests;
- Coordinates the preparation of the agenda for Board of Directors' meetings;
- Conducts a variety of special studies and surveys to determine effectiveness of District programs and services; maintains continuous awareness of administrative practices and recommends changes which increase the efficiency and economy of District operations and services;
- Represents the Board's policies and programs with employees, community representatives, developers, and other government agencies;
- Oversees the development and administration of capital improvements budgets and plans;
- Directs personnel matters, including employment procedures, grievances, and employer-employee relations; oversees and directs legal counsel;
- Coordinates District engineering functions; confers with developers and contractors as necessary; serves as District representative with other public agencies.
- Maintains media and public relations;

**QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Ability to plan, organize, direct, coordinate, and supervise the functions and activities of the organization to achieve efficient operations and meet service goals. Exercise leadership, authority, and management tactfully and effectively. Prepare and administer District budgeting and fiscal control processes. Collect and analyze data on a variety of topics. Effectively organize and carry out public and media relations. Coordinate the preparation of Board agendas. Oversee the development and improvement of District facilities and services. Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, policies, and programs. Prepare comprehensive technical reports and recommendations. Effectively represent the District policies, programs, and services with employees, contractors, representatives of other agencies, and the public. Administer personnel and employer-employee relations programs. Establish and maintain cooperative working relationships.

**EDUCATION AND/OR EXPERIENCE**

Minimum Education: High School diploma and/or equivalent.

Equivalent to graduation from an accredited four year college or university with a major in Business Administration, Public Administration, Civil Engineering or a closely related field.

Five years of broad and extensive work experience in a management or administrative position in a private or public utility agency. Background should include responsibility for formulation and implementation of programs, budgets and administrative operations.

**LICENSE AND/OR CERTIFICATES:**

Possession of the category of California Driver’s license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver’s license, insurability, and compliance with established District vehicle operation standards are a condition of continuing employment.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to sit and talk or hear.

The employee is occasionally required to stand; walk; and stoop, kneel, or crouch.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

**COMMENTS:**

Appointments to this position are made in accordance with California Government Code section 61240.



**EXEMPT, "AT-WILL" EMPLOYMENT AGREEMENT**  
**For Jonathan H. Sterling**  
**General Manager/Operations & Maintenance Manager**

THIS AGREEMENT is entered into this 12th day of September 2016, by and between the Groveland Community Services District, a political subdivision of the State of California, formed and operating pursuant to the provisions of Government Code Section 61000, et seq., (hereinafter the "District") and Jonathan H. Sterling (hereinafter "Employee" or "Mr. Sterling"), who agree as follows:

1. **Recitals.** The District is in need of a General Manager/Operations & Maintenance Manager and desires to employ Mr. Sterling as the General Manager/Operations & Maintenance Manager of the District. Mr. Sterling desires to act as General Manager/Operations & Maintenance Manager pursuant to the terms and conditions of this Agreement.

2. **Employment.** District hereby employs Mr. Sterling as the General Manager/Operations & Maintenance Manager of the District, subject to the terms and conditions of this Agreement. Mr. Sterling hereby accepts such employment subject to the terms and conditions of this Agreement. This Agreement supersedes Mr. Sterling's current employment agreement related to the Operations & Maintenance Manager position.

3. **Term.** This Agreement shall take effect on September 12th, 2016 until September 30 2017, unless sooner terminated as provided in the termination provisions below. If either party to this Agreement desires to continue the term of this Agreement beyond September 30 2017, said party shall notify the other party in writing, no later than ninety (90) days prior to the expiration of this Agreement. The parties may then enter into negotiations to extend this Agreement for an additional period of time, enter into a new agreement and/or terminate the employment relationship.

4. **Duties.** Mr. Sterling's duties under this Agreement shall be those assigned to the office of the General Manager/Operations & Maintenance Manager as described on the job description for the General Manager/Operations & Maintenance Manager position as adopted and amended from time to time by the District Board of Directors. The current job description is attached as Exhibits A&B. Mr. Sterling acknowledges that the District can amend the job description within reasonable and professional expectations at any time to either provide for additional duties and responsibilities, and/or delete existing duties and responsibilities of the General Manager/Operations & Maintenance Manager. A revised job description will supersede and replace the existing Exhibits A&B upon its adoption by the Board of Directors.

5. **Hours.** Mr. Sterling shall devote his full time, attention and energies to his duties. Mr. Sterling shall be available to work such times as necessary to fully and competently perform the duties of the position, regardless of the number of hours involved. Mr. Sterling acknowledges that the duties of his position will often require a commitment of more than forty (40) hours per week, and that some day-to-day hours may vary. Mr. Sterling acknowledges that the position of General Manager/Operations & Maintenance Manager is exempt from federal and

state overtime and wage laws, and that he is not entitled to compensation in the form of either overtime pay or compensatory time off for any hours worked in excess of forty (40) hours in one week, or in excess of eight (8) hours in any day.

6. **Compensation.** For all services to be rendered by Mr. Sterling under this Agreement, the District shall provide to Mr. Sterling the following salary and benefits:

- a. Mr. Sterling's base salary shall be \$135,000 payable in increments every two weeks, on the same payroll schedule as other District employees.
- b. Consideration to adjust Mr. Sterling's salary will be done on an annual basis and in such amounts and to such extent as Board of Directors may determine necessary on the basis of an annual performance review conducted 30 days before the Agreement's anniversary date.
- c. The Board of Directors may elect at any time to give Mr. Sterling an increase in pay based on merit. This is usually considered during the annual performance evaluation.
- d. Sick leave benefits and employer contributions towards deferred compensation programs on the same basis as the District provides to other management employees of the District. Ninety-six (96) hours per year, cap at 240 hours. Payout at 50% upon termination.
- e. Employee shall participate in the District's retirement program, which may change during the term of this Agreement, as follows:
  1. Public Employee Retirement System (PERS). Mr. Sterling shall pay 50% of the total costs.
- f. Vacation leave/administrative leave shall accrue at a rate of 25 days per year, with a cap of two times the annual leave. Once this leave cap has been reached, no further leave shall accrue until leave is either used or paid down by up to half the amount accrued. Employee shall be entitled to use his entire annual leave allotment at any time during the agreement year.
- g. Reimbursement of expenses which Employee incurs in the performance of his duties as General Manager/Operations & Maintenance Manager for the District, including, but not limited to attendance at business luncheons and dinners, conferences, meetings with other public agencies, and other incidental costs supported by receipts documenting actual costs incurred.
- h. District provided cellular phone and/or pager together with payment of reasonable monthly service charges in connection with their use as outlined in Employee Handbook Section 513.
- i. For the purposes of Retiree Medical Coverage, Mr. Sterling and Spouse shall receive

benefits after nine (9) years of total employment. Mr. Sterling shall be responsible for 30% of benefit costs.

7. **Other Terms and Conditions of Employment.** The District's Employee Handbook shall also govern Mr. Sterling's employment, and the parties shall comply with all applicable provisions of the Employee Handbook. If any term or condition of this Agreement is inconsistent with or in conflict with a term or condition of the Employee Handbook, the terms of this Agreement shall govern.

8. **Performance Evaluation.** The District Board of Directors shall evaluate the performance of Mr. Sterling from time to time but not less than once per year 30 days prior to anniversary date of this agreement. Said evaluation shall be reduced to writing.

9. **Termination.** This Agreement may be terminated at any time in advance of the expiration of its term in any one of the following ways:

- a. By mutual agreement of the parties.
- b. By Mr. Sterling, without cause, upon giving to the District not less than sixty (60) working days prior written notice of an election to terminate this Agreement.
- c. By District, without cause, upon giving Mr. Sterling written notice of termination and payment of severance pay in an amount equal to Mr. Sterling's monthly salary multiplied by three (3) months (the Severance Period) as well as pay to maintain all benefits currently offered by the District during the Severance Period, had this Agreement not been terminated by District. Payment of such severance pay shall be deemed to constitute full, complete and exclusive compensation and relief for termination of this Agreement and termination of employment, together with all losses, damages, and injuries, whether economic or otherwise, which the Employee may incur as a result of such termination.
- d. By District, for cause, upon giving to Mr. Sterling written notice of termination. The written notice of termination shall specify (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement, and (2) the opportunity of Mr. Sterling to be heard before the District Board of Directors on the reasons for his termination. If Mr. Sterling requests to be heard before the Board, a meeting shall be scheduled at the Board's earliest convenience in a closed session, unless Mr. Sterling requests the meeting be held in open session.

After the meeting, the Board of Directors may affirm, modify or reverse any decision to terminate this Agreement or terminate the General Manager/Operations & Maintenance Manager's employment for cause.

Examples of conduct justifying termination for cause are as follows: harassment of employees and/or District customers; willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that

makes it impossible or impracticable to perform the duties under this Agreement, or which seriously impede District operations; conduct that tends to bring discredit to the District; conduct unbecoming an employee in public service; mishandling of District funds; any intentional misrepresentation or fraud in connection with the performance of his duties; or theft of District property.

Notwithstanding the provision of any District rule, regulation, policy, procedure or practice to the contrary, upon termination of Mr. Sterling's employment, whether as a result of refusal to renew/extend the term of this Agreement, or of early termination of this Agreement whether with or without cause, Mr. Sterling shall not be entitled to any compensation, damages or other monetary award except as specifically authorized by this Agreement, and by execution of this Agreement, Mr. Sterling waives any such claim and/or entitlement.

10. **Indemnification.** District agrees to assume the defense of, and indemnify and save harmless, the Employee from and against all actions, liability, damages, claims, losses or expenses to which Employee may be subjected or put to by reason of or resulting from any alleged negligent act or omission of Employee or those individuals Employee supervises in connection with any act performed or required to be performed pursuant to this Agreement. This indemnification shall not include any claim arising from fraud, corruption, malice or willful misconduct of Employee.

11. **Abuse of Office Conviction.** Notwithstanding any other provision of this Agreement, and as mandated by Government Code sections 53243 et seq. in the event the General Manager/Operations & Maintenance Manager is convicted of a crime constituting "abuse of office", the General Manager/Operations & Maintenance Manager shall reimburse the District for salary and monies to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, cash settlement, etc.). In the event of such conviction, the District shall make no payments barred by Government Code sections 53243 et seq.

12. **Entire Agreement.** This writing constitutes the sole, entire, integrated and exclusive contact between the parties respecting Mr. Sterling's employment by the District as General Manager/Operations & Maintenance Manager. There are no promises, covenants, conditions precedent, conditions subsequent or other understandings between the parties regarding the employment relationship that are not expressed herein. Any other contracts, agreements, contract terms, understandings, promises, or representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

13. **Notices.** Any notice to be given to Mr. Sterling shall be sufficiently served if given to him personally, or if deposited in the United States Mail, regular pre-paid mail, addressed to his most recent residence address as shown on the District payroll records. Any notice to be given to District shall be addressed to the District Board of Directors and delivered or mailed to the District Secretary at the District offices.

14. **Successors and Assigns.** This Agreement is personal to Mr. Sterling and may not be transferred or assigned. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

15. **Amendments.** This Agreement may be amended only by a subsequent writing approved and executed by both parties. The District's Board of Directors must approve any amendment by District. Individual Board members do not have the authority, express or implied, to amend, modify, waive or in any way alter this Agreement or the terms and conditions of Mr. Sterling's employment.

16. **Waiver.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

17. **Public Record.** Mr. Sterling acknowledges that this Agreement constitutes a public record and the District must make a copy of said Agreement available to the public upon receipt of a request made pursuant to the California Public Records Act, Government Code Section 6250, et seq., and other provisions of California law.

18. **Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

**GROVELAND COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

**EMPLOYEE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jonathan H. Sterling

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary

Exhibit A

**Job Description for Operations & Maintenance Manager**

**OPERATIONS & MAINTENANCE MANAGER (at will, exempt employee)**

Under executive direction, the Operations & Maintenance (O&M) Manager plans, organizes, coordinates, reviews, and evaluates the operational activities of the District's Water & Wastewater Treatment Group, Collection & Distribution Systems Group, and Maintenance & Mechanical Systems Group, and any activity that requires the coordination efforts of more than one Group, or between the O&M Department and other Departments within the District.

The O&M Manager has the following minimum qualifications and is expected to mature in his abilities to execute the responsibilities of his position:

- At least seven (7) years of progressively more responsible experience in managing water and/or wastewater treatment, collection, and distribution facilities and systems
- At least two (2) years in supervisory positions
- A minimum of a Grade III Water Treatment Operator and Grade II Wastewater Treatment Operator certificates within 18 months of appointment
- A minimum of a Grade III Water Distribution and Grade II Wastewater Collection Systems certificates within two years of assuming position
- Cross Connection Control Specialist
- Advanced understanding of construction methods
- Demonstrated leadership and supervisory skills as a motivator and mentor
- Excellent communication skills
- Demonstrated imagination and creativity in solving operation and maintenance challenges associated with water and wastewater systems
- Project management skills
- Budgeting and scheduling skills
- Understanding of the regulatory requirements associated with operating water and wastewater systems
- Demonstrated ability to plan, organize, schedule, train, and supervise subordinate employees
- Establishing and maintaining effective working relationships with employees within the Department, other District employees, the General Manager and Board of Directors, District consultants, developers, regulatory officials, and the public
- Demonstrated skill and first-hand experience in planning, organizing and supervising construction and modification of maintenance and Capital Projects

The O&M Manager is responsible for the following:

- Resolving resource loading issues between and among Groups in the Department and prioritizing these resources to meet the needs of the District's operations and maintenance activities
- Under executive direction, providing liaison between the District and other private and governmental agencies

- In close coordination with his Maintenance Foremen, Chief Systems Operator and Chief Plant Operator, overseeing the operations of the water and wastewater treatment and conveyance facilities, grounds and buildings, and the laboratory and SCADA systems
- Reviewing and commenting on engineering plans and any water or wastewater facilities plans
- Working with the public, developers, utilities and others to resolve complaints, explain requirements, and coordinate operations, as needed
- Overseeing the evaluation and setting of annual goals for employees, as well as counseling employees, preparing documentation, recommending and carrying out discipline, and developing improvement plans for employee deficiencies within the O&M Department
- Ensuring compliance with District and governmental safety policies, procedures, and regulations
- Developing and implementing formal policies and procedures for Department operations
- Developing and implementing training programs for employees within the Department and encouraging the advancement of employees by assisting them in meeting their skill, knowledge, and certification goals
- Planning, initiating, managing, and tracking the financial and scheduling performance of capital projects undertaken for the Department
- Assisting the General Manager, District Engineer, and Admin/Finance Manager with annual budget preparation
- Preparing monthly Department reports and presenting these to the General Manager and Board of Directors on a regular basis

Job Description for General Manager

**GENERAL MANAGER**

**SUMMARY:** In charge of the administrative, legal, engineering, operations, and financials of the District whose annual budget is approx. 5 million dollars for water, wastewater treatment, parks and rec., and fire services. Represent the Board's policies and programs with employees, community organizations, and the general public. Review budget requests and make recommendations to the Board on final expenditure levels. Responsible for employer – employee relations. Responsible for development, maintenance, and improvement of District facilities and services, and perform other related duties as required.

**SUPERVISION:** Under administrative direction of the Board of Directors. Direct supervision of department heads. (Full-Time Fire Fighter personnel sub-contracted through CAL FIRE, facilities and equipment owned and maintained by District)

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Serves as chief executive officer for the District; recommends vision and long range goals for District; including strategic planning;
- Provides advice and consultation on the development of District services, functions, and policies;
- Oversees the preparation of the annual budget, making recommendations to the Board on final expenditure levels; reviews and approves purchase order and budget requests;
- Coordinates the preparation of the agenda for Board of Directors' meetings;
- Conducts a variety of special studies and surveys to determine effectiveness of District programs and services; maintains continuous awareness of administrative practices and recommends changes which increase the efficiency and economy of District operations and services;
- Represents the Board's policies and programs with employees, community representatives, developers, and other government agencies;
- Oversees the development and administration of capital improvements budgets and plans;
- Directs personnel matters, including employment procedures, grievances, and employer-employee relations; oversees and directs legal counsel;
- Coordinates District engineering functions; confers with developers and contractors as necessary; serves as District representative with other public agencies.
- Maintains media and public relations;



**QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Ability to plan, organize, direct, coordinate, and supervise the functions and activities of the organization to achieve efficient operations and meet service goals. Exercise leadership, authority, and management tactfully and effectively. Prepare and administer District budgeting and fiscal control processes. Collect and analyze data on a variety of topics. Effectively organize and carry out public and media relations. Coordinate the preparation of Board agendas. Oversee the development and improvement of District facilities and services. Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, policies, and programs. Prepare comprehensive technical reports and recommendations. Effectively represent the District policies, programs, and services with employees, contractors, representatives of other agencies, and the public. Administer personnel and employer-employee relations programs. Establish and maintain cooperative working relationships.

**EDUCATION AND/OR EXPERIENCE**

Minimum Education: High School diploma and/or equivalent.

Equivalent to graduation from an accredited four year college or university with a major in Business Administration, Public Administration, Civil Engineering or a closely related field.

Five years of broad and extensive work experience in a management or administrative position in a private or public utility agency. Background should include responsibility for formulation and implementation of programs, budgets and administrative operations.

**LICENSE AND/OR CERTIFICATES:**

Possession of the category of California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are a condition of continuing employment.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to sit and talk or hear.

The employee is occasionally required to stand; walk; and stoop, kneel, or crouch.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

**COMMENTS:**

Appointments to this position are made in accordance with California Government Code section 61240.



GCSO General Manager Jon Sterling Goals and Objectives 2016/2017 Fiscal Year

- 1) Produce a realistic and balanced budget- include identification of all unfunded liabilities (if any)  
This is an ongoing annual responsibility- The funding of OPEB and the PERS Smoothing Policy has been added to the annual budgets.
- 2) Develop a plan to address OPEB and PERS unfunded liabilities with a 20 year pay down – a line item for both PERS and OPEB has been established for each fund and will continue to be an ongoing component of each year’s budget. Provide GASB 45 and GASB 68 reports to the Board upon completion.
- 3) Develop staff training/cross training- create goals and objectives for staff members- assign each supervisor core training material to complete on an annual basis relating to customer service, safety, balanced budgets, and work with each supervisor to develop individual staff career planning. –Ongoing. Fill vacant positions
- 4) Reestablish our relationship with state regulatory offices- schedule annual meetings to meet face to face with principal regulatory offices to coordinate ongoing compliance. Maintain Regulatory compliance ongoing.-Continue Annual meetings.
- 5) Complete a 5 year Strategic plan and implement- including applicable timelines- completed and will be updated annually, this will remain an ongoing. –adding Capital Improvement replacement schedule
- 6) Maintain compliance with RWQCB settlement agreement # R5-2013-0542- make final fine payment and coordinate installation of the Screw Press. GM to meet with Regional Water Quality Control Board staff to update them on our progress and a summary of the costs for installation of the press has been submitted for review. Keep project on track ahead of schedule. Obtain letter of completion/compliance.
- 7) Produce fiscal year 16/17 draft budget for full Board review prior to April 2017 for consideration of adoption in May 2017.
- 8) Monitor and renew Cal-Fire contract for Groveland Fire Department- 3 year agreement was adopted by GCSO Board. Prepare alternative options for operation of Fire Department. – Develop new Contract for Board consideration to begin July 1 2017.
- 9) Research and begin grant applications- possibly with Department of Water Resources, State Revolving Fund, Tuolumne County Block Grant- this will be a key component of District



Operations going forward, Grant Applications are an annual requirement.- Develop Grant Master list as a resource.

- 10) Perform annual update of the Sanitary Sewer Management Plan(SSMP)- ongoing annual requirement
- 11) Manage Legal costs- update Board monthly and include cost to date and compare to annual budget projections-ongoing process.
- 12) Assist with annual update of Board Policy manual-( Board Ad Hoc committee) work on one chapter at a time-ongoing
- 13) Implement Water Conservation to reach the targeted goal of a 20% reduction by 2020. Implement public outreach programs to educate the community about declared Drought conditions-coordinate community education classes on Drought Tolerant Landscape and Grey Water systems- installation of Drought Tolerant Landscape at the Firehouse in 16/17
- 14) Workmen's Compensation expense- Reduce Districts experience module component with the goal of zero lost time injuries. Work with each supervisor to make safety an everyday priority

SDRMA Workers Comp. Experience Mod Factors

2012-13	98%
2013-14	123%
2014-15	104%
2015-16	132%
2016-17	86%

- 15) Implement public relations program to improve the public's perception of the district. Coordinate District presence at Community events. Ongoing
- 16) Coordinate Rate Study for District Financial analysis for next 10 years.
- 17) Assist in the recruitment and selection of a new General Manager, provide training and orientation.



AGENDA SUBMITTAL

**To:** GCSO Board of Directors  
**From:** GCSO Staff  
**Date:** September 12, 2016  
**Subject:** Consider for Approval Edits to the Urban Water Management Plan 2015 Draft Update

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**Summary :**

The Urban Water Management Plan (UWMP) 2015 Draft Update was made available at the August 8<sup>th</sup> Regular Board meeting and staff have compiled suggested edits received from the Board and staff for the draft document. Today's meeting allows all Board members to discuss the proposed revisions.

The California Water Code requires all urban water suppliers within the state to prepare and adopt UWMPs for submission to the California Department of Water Resources (DWR). The UWMPs must be updated every five years and satisfy the requirements of the Urban Water Management Planning Act of 1983 including amendments that have been made to the Act. The UWMPA requires urban water suppliers servicing 3,000 or more connections, or supplying more than 3,000 acre feet (AF) of water annually, to prepare an UWMP.

Water suppliers must hold a public hearing prior to adopting the 2015 UWMP. The public hearing provides an opportunity for the public to provide input to the plan before it is adopted. The GCSO Board shall consider all public input before the 2015 UWMP is adopted. It is also important to note that an updated UWMP is required to maintain eligibility for Grant Funding from the State of California. With an anticipated contract issuance date of December of 2016 for the Downtown Groveland/Big Oak Flat Water Line Replacement planning grant it will be necessary to have the final draft available for the October 10 2016 Regular Board meeting.

**Recommended Action**

Board and Public Discussion- approve recommended edits to the UWMP 2015 Draft Update





# Groveland Community Services District

## Water Conservation Update

### WORKING FOR YOU

The Groveland Community Services District (GCSD) is working to ensure there are future water deliveries for all of our customers and do so at the lowest possible cost. It is no surprise there is still a significant drought – check out the state's water storage reservoir levels. We all need to do our parts to not waste water.

Reservoir	Current Storage	Max. Storage	Percent Full
Hetch Hetchy	334,400	360,360	92 %
Cherry	245,560	273,500	89 %
Don Pedro	1,410,748	2,030,000	69 %
Total Storage	2,012,728	2,690,973	75 %

(As of July 2016)

We do have major challenges-part time customers using their second homes, and those staying in vacation rentals. These customers may not be as aware of our water situation. The District needs community involvement to help spread the conservation message. Presently the District is calling for a voluntary 20% reduction in water usage as compared to the same period of time in 2013. With less than average Central Sierra snowpack, water conservation is even more important.

### THE NEW NORMAL

On May 26, 2016 the GCSD Board of Directors relaxed drought restrictions to Phase II, and asked that the community voluntarily conserve 20%. Due to the overwhelming response from the district last year conserving 25%, the Board believes the community has successfully embraced good conservation practices, recognizing their water source is very precious.

California is into its fifth year of drought– one of the driest periods in the hydrologic record. With the uncertainty and unpredictability of rainfall for the upcoming winter, conservation must be the New Normal.

### 20% x 2020

In 2009 Senate Bill X7-7 became law mandating all water agencies in California reduce water consumption per capita by 20%. Last year with your efforts, District wide we conserved 25%.

However, the District has already seen an increase in water consumption of 4% as compared to the summer of 2015, even so, we are still conserving 20% as compared to 2013.

Our greatest opportunity to conserve water is in the summer months. The District has already seen a dramatic increase in water waste due to irrigation and irrigation timer malfunctions, losing over 1 million gallons of water, please inspect your system regularly.

### GRANT FUNDING ELIGIBILITY

GCSD is actively seeking grant funding to lessen the burden to our rate payers. GCSD must maintain a 20% conservation rate to remain eligible for Grant funding.

In 2016, the District has already received grant funding from the State to upgrade Lift Station 16 in Big Oak Flat in the amount of \$565,000; a planning grant for \$399,000 to assess the condition of and develop plans for the repair/replacement of the Main Sewer Collection lines in Downtown Groveland and Big Oak Flat. *All without burdensome bonds.*

In addition the District is in the final stages of a grant application to receive \$415,000 to develop the plans to replace the water lines in Groveland and Big Oak Flat. It is our intention to use grants rather than bonds, but we must have your help to keep our conservation rate at least 20% to do so. Your conservation efforts have paid off for all of us!

For more information on how to conserve water, and to find information on rebates please visit [www.saveourwater.org](http://www.saveourwater.org)



**AGENDA SUBMITTAL**

**To:** GCSD Board of Directors  
**From:** GCSD Staff  
**Date:** September 12, 2016  
**Subject:** Consider for Approval 2016 Biennial Notice for Conflict of Interest Codes

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**Summary**

The Board's current Conflict of Interest Code is needed for review indicating whether an amendment is needed. The enclosed form is to be sent to the Tuolumne County Board of Directors by October 3, 2016. If an amendment is necessary, the amendment is due by December 30, 2016.

**Attached**

FPPC Conflict of Interest Code Biennial Notice Instructions for Local Agencies  
Groveland CSD Conflict of Interest

**Recommended Action**

Direct District Staff to send Biennial Notice for Conflict of Interest Codes, (with or with/out) needed amendment.



Tuolumne County  
Administration Center  
2 South Green Street  
Sonora, California 95370

Alicia L. Jamar, *Chief Deputy  
Clerk of the Board of Supervisors*

Telephone: (209) 533-5521  
Facsimile: (209) 533-6549  
[www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov)

**BOARD OF SUPERVISORS  
COUNTY OF TUOLUMNE**

Sherri Brennan, *First District*  
John L. Gray, *Fourth District*

Randy Hanvelt, *Second District*

Evan Royce, *Third District*  
Karl Rodefer, *Fifth District*

TO: Chief Executive Officer

FROM: Alicia L. Jamar *AJ*  
Chief Deputy Clerk of the Board of Supervisors

DATE: June 24, 2016

**SUBJECT:** 2016 Biennial Notice for Conflict-of-Interest Codes

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The Political Reform Act requires every local government agency to review its conflict-of-interest code biennially. No later than October 3, 2016, each agency must submit to the County Board of Supervisors a notice indicating whether or not an amendment is necessary. The enclosed "2016 Local Biennial Notice" form must be returned to the Board of Supervisors. This document is not submitted to the Fair Political Practices Commission.

Please review the enclosed fact sheets. If amendments to an agency's conflict-of-interest code are necessary, the amended code must be forwarded to the Board for approval within 90 days of filing the biennial notice. For example, if your agency files its notice on October 3, 2016, indicating that an amendment is necessary, the amendment is due to the Board of Supervisors by December 30, 2016. An agency's amended code is not effective until it has been approved by the Board of Supervisors.

The FPPC offers free seminars on how to amend a conflict-of-interest code. To register for a seminar, call the FPPC at (866) 275-3772. Information is also available on the FPPC's website at [www.fppc.ca.gov](http://www.fppc.ca.gov).



FAIR POLITICAL PRACTICES COMMISSION

## 2016 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

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The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in more than one county and will contact them.

**July 1, 2016:** The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

**October 3, 2016:** The biennial notice must be filed with the agency's code reviewing body.

We prepared a 2016 Local Agency Biennial Notice form for local agencies to use. **The Local Agency Biennial Notice is not forwarded to the FPPC.**

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

**If you answer yes, to any of the questions below, your agency's code probably needs to be amended.**

- Is the current code more than five years old? **Y**
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions, or you are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC.

### Attend a Workshop or Webinar

Schedules and information about seminars and webinars are available at [www.fppc.ca.gov](http://www.fppc.ca.gov).





**CONFLICT OF INTEREST CODE**  
for  
Groveland Community Services District

Section 1. Definitions

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Adm. Code Sections 18100, et seq.) and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code.

Section 2. Designated Employees.

The persons holding positions listed in Appendix "A" are designated employees. It has been determined that these officers and employees make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

Section 3. Disclosure Categories.

Those designated employees, if any, specified in Government Code Section 87200 shall file statements of economic interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200 et seq.<sup>1</sup> With respect to all other designated employees, they shall disclose all those types of economic interests set forth in the latest adopted standard form for statements of economic interests as adopted by the Fair Political Practices Commission. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statements of Economic Interests - Place of Filing.

The Clerk of the Board of Supervisors shall be the official filing officer. However, all designated employees shall file statements of economic interests with the County Clerk's Office.

Section 5. Statements of Economic Interests - Time of Filing.

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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other Conflict of Interest Code and those Article 2 filers who are designated in this code in a capacity which is in addition to their Article 2 capabilities may file identical expanded statements of economic interests with both entities in lieu of filing separate and distinct statements. Each expanded statement shall be originally signed by the designated employee, and shall include interests made reportable by virtue of both positions.

(a) Initial Statements. All designated employees employed by the agency on the effective date of this Code shall file statements within thirty (30) days after the effective date of this Code, unless the employee has previously filed a statement pursuant to subdivision (b) or (c).

(b) Assuming Office Statements.

(1) All persons assuming designated positions after the effective date of this Code which are civil service or merit system positions, shall file statements within thirty (30) days after assuming the designated positions.

(2) All other persons appointed, promoted or transferred to designated positions after the effective date of the Code, shall file statements within ten (10) days after assuming office, or if subject to confirmation, ten (10) days after being nominated or appointed.

(c) Annual Statements. All designated employees shall file statements no later than April 1<sup>st</sup>.

(d) Leaving Office Statements. All persons who leave designated positions shall file statements within thirty (30) days after leaving office.

(e) Candidate Statement. All candidates for election to designated offices other than those specified in Government Code Section 87200 shall file statements within five (5) days after the final date for filing nomination petitions. This subsection shall not apply to candidates who have filed a statement of economic interests with the agency within the previous twelve (12) months.

Section 6. Contents of Statements of Economic Interests.

All statements shall disclose those reportable interests required by the applicable disclosure categories as set forth in Section 3.

Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information.

(a) Investment and Real Property Disclosure. When an investment or interest in real property<sup>2</sup> is required to be reported<sup>3</sup> the statement shall contain the following:

(1) A statement of the nature of the investment or interest;

(2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

(3) The address or other precise location of the real property;

(4) A statement whether the fair market value of the investment or interest in real property exceeds Two Thousand Dollars (\$2,000.00), exceeds Ten Thousand Dollars (\$10,000.00), or exceeds One Hundred Thousand Dollars (\$100,000.00), or exceeds One Million Dollars (\$1,000,000.00).

(b) Personal Income Disclosure. When personal income is required to be reported<sup>4</sup>, the statement shall contain:

(1) The name and address of each source of income aggregating Five Hundred Dollars (\$500.00) or more in value, or Fifty Dollars (\$50.00) or more in value if the income was a gift and a general description of the business activity, if any, of each source.

(2) A statement whether the aggregate value of income from each source was One Thousand Dollars (\$1,000.00) or less, greater than One Thousand Dollars (\$1,000.00), or greater than Ten Thousand Dollars (\$10,000.00), or greater than One Hundred Thousand Dollars (\$100,000.00);

(3) A description of the consideration, if any, for which the income was received;

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<sup>2</sup> For the purposes of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>3</sup> Investments and interests in real property which have a fair market value of less than \$1,000.00 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>4</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

(4) In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received.

(c) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported<sup>5</sup>, the statement shall contain:

(1) The name, address and a general description of the business activity of the business entity;

(2) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than Ten Thousand Dollars (\$10,000.00).

(d) Management Position Disclosure. When management positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(e) Acquisition or Disposal During Reporting Period. In the case of an annual leaving office statement, if an investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

#### Section 8. Disqualification.

Designated employees must disqualify themselves from making, participating in the making or using their official positions to influence the making of any governmental decision which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on:

(a) Any business entity in which the designated employee has a direct or indirect investment worth more than Two Thousand Dollars (\$2,000.00);

(b) Any real property in which the designated employee has a direct or indirect interest worth more than Two Thousand Dollars (\$2,000.00);

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<sup>5</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

(c) Any source of income, other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating Five Hundred Dollars (\$500.00) or more in value received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made; or

(d) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management.

The effects on a designated employee's financial interests of a decision by a landowner voting district to set ad valorem property tax assessments is not distinguishable from the effects such a decision will have on the public generally within such a district. The effects on a designated employee's financial interests of a decision by a utility district to set rates is not distinguishable from the effects such a decision will have on the public generally unless the designated employee's financial interests constitute more than two percent (2%) of the users to whom the rate will be applicable.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participating legally required for purposes of this section.

#### Section 9. Manner of Disqualification.

When a designated employee determines that he or she should not make a government decision because he or she has a financial interest in it, the determination not to act must be accompanied by disclosure of the financial interest. In the case of a voting body, this determination and disclosure shall be made part of the agency's official record; in the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor.

#### Section 10. Opinions of the Commission and Counsel.

(a) Any designated employee who is unsure of his or her duties under this Code may request a formal opinion or written advice from the Fair Political Practices Commission pursuant to Government Code Section 83114, or an opinion from the attorney for the agency, provided however that nothing in this section requires the attorney for the agency to issue such an opinion.

(b) If the designated employee truthfully discloses all material facts, an opinion or written advice provided by the Commission protects the designated employee from administrative, civil and criminal penalties to the extent provided for in Government Code Section 83114. If the designated employee has truthfully disclosed all material facts to the attorney for his or her agency, and an opinion is rendered by the attorney stating in full the facts and law upon which the opinion's based, compliance by the designated employee with such opinion may be evidence of good faith in any civil or criminal proceeding brought pursuant to the Political Reform Act, Government Code Sections 81000, et seq. In addition, the designated employee's good faith compliance with the opinion of the attorney for the agency shall act as a complete defense in any disciplinary action the agency may bring under Government Code Section 91003.5.

(c) Copies of any opinion rendered by the attorney for an agency pursuant to this section shall be delivered to the designated employee requesting the opinion and shall be maintained in the files of the agency. Such opinions may subsequently be modified by the attorney for the agency or by the Commission, but such modifications or revisions shall be prospective in effect and shall take effect only after notification has been given the designated employee who requested the opinion.

#### Section 11. Violations.

This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, penal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000 - 91014.

**APPENDIX "A"**

Board of Directors  
General manager  
District Engineer  
District Maintenance and Operations Manager  
District Counsel  
Consultants

W:\ALICIA\Conflict of Interest\2016\Code-2016-GCSD-Correct.frm





## 2016 Local Agency Biennial Notice

Name of Agency: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

Email: \_\_\_\_\_ Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

**An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

---

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX – PACIFIC SOUTHWEST REGION  
75 Hawthorne Street  
San Francisco, CA 94105-3901

AUG 11 2016

RECEIVED  
AUG 19 2016

BY: .....

Steve Perreira, President  
Groveland Community Services District  
P.O. Box 350  
18966 Ferretti Road  
Groveland, AZ 95321

Subject: **Termination of Federal Administrative Order**  
Docket No. PWS-AO-2006-001  
Groveland Community Services District - Drinking Water System CA5510009

Dear Mr. Perreira:

On December 20, 2005 the U.S. Environmental Protection Agency (“EPA”) issued an Administrative Order (“Order”) to Groveland Community Services District (the “District”) pursuant to Section 1414(g) of the Safe Drinking Water Act (“SDWA”), 42 U.S.C. § 300g-3(g), to address the District’s failure to provide drinking water from its public water system (the “System”) that complies with the Stage 1 Disinfectants and Disinfection Byproducts Rule (“DBPR”) maximum contaminant level (“MCL”) for total trihalomethanes (“TTHM”) and haloacetic (“HAA5”) acids specified at 40 C.F.R. §§ 141.130 through 135, of the SDWA. The Order required, among other things, that the System submit a compliance plan to describe how the System would achieve compliance with the running annual average (“RAA”) MCL for TTHM and HAA5 and consistently and reliably remain in compliance with the DBPR for TTHM and HAA5 MCLs on a continuous basis for two years before the terms of the Order can be fulfilled.

Based on the District’s adherence to their Plan and examination of information that was submitted to EPA, including compliance with the TTHM and HAA5 MCL, monitoring and reporting data, public notices and other related information, the requirements set forth in the Order has been fulfilled. The District’s Order dated December 20, 2005, is hereby terminated.

Please note the District is still required to comply with all regulations under the SDWA and that EPA would like to encourage you to be mindful that California State Water Resources Control Board, Division of Drinking Water, has primary enforcement responsibility of your District’s System under Section 1413(a) of the SDWA, 42 U.S.C. § 300g-2(a), to ensure that suppliers of water in California comply with the requirements of the SDWA.

Sincerely,

*Roberto Rodriguez*  
for

Roberto Rodriguez, Manager  
SDWA/FIFRA Enforcement Office

cc: Kassy Chauhan, District Engineer, DDW-Merced District  
Jon Sterling, General Manager, Groveland CSD





# RESPONSE ACTIVITY TALLY REPORT

55045

GROVELAND CSD

Alarm Date From: 8/1/2016 To: 9/4/2016

Report Date:9/6/2016

INCIDENT TYPE	INCIDENT TYPE DESCRIPTION	INCIDENT COUNT
<b>GCS</b>		
321	EMS call, excluding vehicle accident with injury	40
322	Vehicle accident with injuries	1
324	Motor vehicle accident with no injuries	4
550	Public service assistance, other	7
551	Assist police or other governmental agency	10
700	False alarm or false call, other	5
	<b>Subtotal</b>	<b>67</b>
<b>GRV</b>		
321	EMS call, excluding vehicle accident with injury	3
352	Motor vehicle accident with extrication	1
550	Public service assistance, other	1
700	False alarm or false call, other	1
	<b>Subtotal</b>	<b>6</b>
<b>FDID 55045</b>	<b>GROVELAND CSD</b>	<b>Grand Total 73</b>



**Groveland Community Services District  
Fire Department / CALFIRE**

18966 Ferretti Road Groveland, CA 95321

Staff Report  
September 12, 2016

To: Board of Directors

From: Paul Avila, Assistant Chief  
By: Jude R. Acosta, Battalion Chief

Subject: Monthly Activity Report – August 1, 2016 to September 4, 2016

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**Operations:**

**Emergency Incident Response:**

On August 8<sup>th</sup> Fire Units responded to a vegetation fire on Longview Street. Upon arrival, there was a half an acre of grass and a SUV on fire. Fire crews aggressively attacked the fire and kept it from spreading any further. The cause of the fire is determined to be a juvenile playing with fire. The juvenile was counseled by Battalion Chief Mike Spear and released back to his parents.

On August 15<sup>th</sup> Fire Units were dispatched to a reported single vehicle rollover traffic accident with ejection on Highway 120 and Hell's Hollow Road. Upon arriving at scene, there was a vehicle on its top with a single patient ejected with major injuries. Additional fire units were requested to assist with a helicopter landing zone at the Pine Mountain Lake Airport. The patient was flown by Mercy Air 3-1 to Doctor's Medical Center in Modesto. After further evaluation, the patient was found to have several serious injuries and is expected to have a full recovery after treatment.

On August 23<sup>rd</sup> Fire Units and the TCSO responded to a single vehicle traffic accident on Highway 120 one mile east of the Buck Meadows Ranger Station. Upon arrival, crew located a SUV 50 foot down an embankment with three patients all with major injuries and one pin in. The "Jaws of Life" was used to extricate the patient and a Low Angle Rope Rescue Operations (LARRO) was utilized with the Tuolumne County Search and Rescue Team to extract all three patients. Two patients were flown to Memorial Medical Center and Doctor's Medical Center in Modesto. The third patient was stabilized and transported to Sonora Regional Medical Center to be flown to Doctor's Medical Center where she succumbed to her injuries.



Figure 1: Fire Crews extricating a patient with the Jaws of Life.

Apparatus and Equipment:

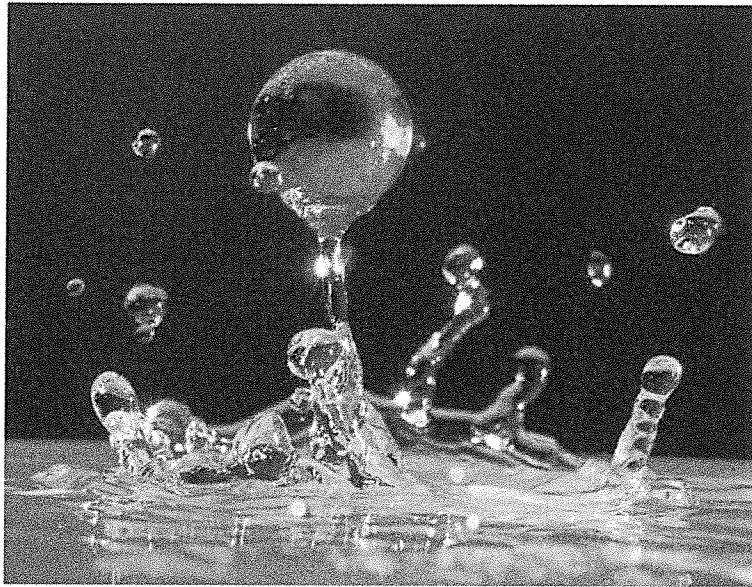
Engine 781 is currently in the shop for repairs; all other equipment is in service and available.

Training:

In addition to our monthly Emergency Medical Technician (EMT) curriculum and engine company performance standards, Battalion personnel received the following specialized training:

- Engineer Stephens completed his 3<sup>rd</sup> year JAC test
- Target Solutions (Hose Diameter)
- Rope Rescue
- Pumping Drills
- Hose Evolutions
- Hazardous Materials





# ACCOUNTS PAYABLE CHECK LISTING

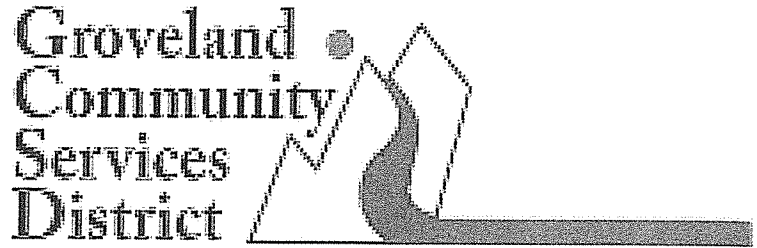
August, 2016  
Fiscal Year 16/17  
Board Approval \_\_\_\_\_



# Bank Reconciliation

## Checks by Date

Jser: dpercoco  
 Printed: 09/06/2016 - 4:05PM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
114411	8/2/2016	Operating Engineers Local #3		AP	8/31/2016	258.94
114412	8/2/2016	US Treasury		AP	8/31/2016	277.05
901628	8/2/2016	Dept of Child Support Services		AP	8/31/2016	482.41
901629	8/2/2016	EDD - Electronic		AP	8/31/2016	993.07
901630	8/2/2016	Federal EFTPS		AP	8/31/2016	7,587.27
901631	8/2/2016	Pers - Electronic		AP	8/31/2016	4,656.08
901632	8/2/2016	TD Ameritrade Trust Co.		AP	8/31/2016	800.00
114392	8/5/2016	John Pike		PR	8/31/2016	1,251.32
114393	8/5/2016	Jonathan Sterling		PR	8/31/2016	2,947.16
14506	8/9/2016	A&E Auto Parts		AP	8/31/2016	210.17
14507	8/9/2016	Airgas USA, LLC		AP	8/31/2016	83.80
14508	8/9/2016	AM Consulting Engineers, Inc.		AP	8/31/2016	11,460.00
14509	8/9/2016	Vicki Amos		AP	8/31/2016	6.70
14510	8/9/2016	Anthem Blue Cross		AP	8/31/2016	729.72
14511	8/9/2016	W. H. Breshears		AP	8/31/2016	2,504.55
14512	8/9/2016	Carbon Copy Inc.		AP	8/31/2016	75.51
14513	8/9/2016	Columbia Communications		AP	8/31/2016	1,332.48
14514	8/9/2016	Conifer Communications		AP	8/31/2016	76.90
14515	8/9/2016	CSDA		AP	8/31/2016	525.00
14516	8/9/2016	L. N. Curtis & Sons		AP	8/31/2016	1,746.02
14517	8/9/2016	CV Industrial Corp		AP	8/31/2016	143.57
14518	8/9/2016	CWEA		AP	8/31/2016	93.00
14519	8/9/2016	Department of Forestry & Fire Protectic		AP	8/31/2016	206,742.14
14520	8/9/2016	Rod Diehl		AP	8/31/2016	175.00
14521	8/9/2016	Richard Eckman		AP		52.59
14522	8/9/2016	Theo Edwards		AP	8/31/2016	414.00
14523	8/9/2016	Fast Response On-Site Testing Inc.		AP	8/31/2016	2,500.00
14524	8/9/2016	Ferguson Enterprises Inc. #1423		AP	8/31/2016	5,576.91
14525	8/9/2016	Foothill-Sierra Pest Control		AP	8/31/2016	154.00
14526	8/9/2016	GCSD		AP	8/31/2016	6,696.86
14527	8/9/2016	GCSD Petty Cash		AP	8/31/2016	94.76
14528	8/9/2016	General Plumbing Supply		AP	8/31/2016	425.30
14529	8/9/2016	General Supply Co		AP	8/31/2016	1,795.37
14530	8/9/2016	Grainger		AP	8/31/2016	1,383.67
14531	8/9/2016	Hach		AP	8/31/2016	379.82
14532	8/9/2016	Candy Hogan		AP		56.00
14533	8/9/2016	Interstate All Battery Center		AP	8/31/2016	892.44
14534	8/9/2016	Patrick & Nancy Kane		AP	8/31/2016	58.01
14535	8/9/2016	Kelly Moore Paint Co.		AP	8/31/2016	167.80
14536	8/9/2016	Kimball Midwest		AP	8/31/2016	81.14
14537	8/9/2016	Komline-Sanderson		AP	8/31/2016	2,006.45
14538	8/9/2016	Medora Corporation		AP	8/31/2016	1,672.50
14539	8/9/2016	Microsoft		AP	8/31/2016	100.00
14540	8/9/2016	Moore Bros. Savenger Co., Inc.		AP	8/31/2016	433.88
14541	8/9/2016	Mother Lode Answering Service		AP	8/31/2016	144.00
14542	8/9/2016	Mountain Oasis Water Systems		AP	8/31/2016	95.00



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
14543	8/9/2016	Neumiller & Beardslee		AP	8/31/2016	6,922.13
14544	8/9/2016	Orchard Business/SYNCB		AP	8/31/2016	482.98
14545	8/9/2016	O'Reilly Auto Parts		AP	8/31/2016	166.80
14546	8/9/2016	Ronald Percoco		AP	8/31/2016	2,583.00
14547	8/9/2016	PG&E		AP	8/31/2016	727.11
14548	8/9/2016	Pine Alley Saw Shop		AP	8/31/2016	34.88
14549	8/9/2016	Pine Mountain Employment Temp Ager		AP	8/31/2016	1,912.50
14550	8/9/2016	PML Hardware & Supply Inc.		AP	8/31/2016	621.13
14551	8/9/2016	Presidio Systems, Inc		AP	8/31/2016	61,982.70
14552	8/9/2016	Ray Suess Insurance & Invst		AP	8/31/2016	8,590.86
14553	8/9/2016	Safety-Kleen Systems		AP	8/31/2016	484.22
14554	8/9/2016	San Francisco Public Utilities Commissi		AP	8/31/2016	21,827.76
14555	8/9/2016	Daniel Shuey		AP		35.05
14556	8/9/2016	Joan Silva		AP	8/31/2016	107.57
14557	8/9/2016	Sonora Regional Medical Center		AP	8/31/2016	99.00
14558	8/9/2016	SWRCB		AP	8/31/2016	230.00
14559	8/9/2016	Tractor Supply Credit Plan		AP	8/31/2016	510.45
14560	8/9/2016	Tuo. Co. Public Power Agency		AP	8/31/2016	21,495.58
14561	8/9/2016	Gregory & Sharon Turetzky		AP		36.05
14562	8/9/2016	Two Guys Pizza		AP		163.30
14563	8/9/2016	Union Democrat		AP	8/31/2016	618.00
14564	8/9/2016	Verizon Wireless 5298		AP	8/31/2016	188.76
14565	8/9/2016	WorkSmart Automation		AP	8/31/2016	435.00
114427	8/16/2016	Operating Engineers Local #3		AP	8/31/2016	258.94
901633	8/16/2016	Dept of Child Support Services		AP	8/31/2016	482.41
901634	8/16/2016	EDD - Electronic		AP	8/31/2016	942.83
901635	8/16/2016	Federal EFTPS		AP	8/31/2016	7,231.59
901636	8/16/2016	Pers - Electronic		AP	8/31/2016	6,619.86
901637	8/16/2016	TD Ameritrade Trust Co.		AP	8/31/2016	800.00
114413	8/19/2016	John Pike		PR	8/31/2016	1,086.40
114414	8/19/2016	Jonathan Sterling		PR	8/31/2016	2,947.16
14566	8/22/2016	AT&T		AP	8/31/2016	2,677.78
14567	8/22/2016	AT&T Long Distance		AP	8/31/2016	889.05
14568	8/22/2016	CA-NV Sec AWWA Cert Prog		AP	8/31/2016	400.00
14569	8/22/2016	Carbon Copy Inc.		AP	8/31/2016	64.95
14570	8/22/2016	A Carson		AP		88.31
14571	8/22/2016	Conifer Communications		AP	8/31/2016	76.90
14572	8/22/2016	Robert & Eleanor Cox		AP	8/31/2016	29.26
14573	8/22/2016	CWEA		AP		343.00
14574	8/22/2016	Data Support Company		AP		657.53
14575	8/22/2016	Dataprose Inc.		AP	8/31/2016	1,830.35
14576	8/22/2016	Down to Earth Const. & Nursery		AP	8/31/2016	585.50
14577	8/22/2016	Drugtech Toxicology Services, LLC		AP	8/31/2016	108.00
14578	8/22/2016	Ferguson Enterprises Inc. #1423		AP	8/31/2016	1,081.27
14579	8/22/2016	Gilbert Associates, Inc.		AP	8/31/2016	3,100.00
14580	8/22/2016	Hach		AP	8/31/2016	1,243.73
14581	8/22/2016	Hi-Tech E V S, Inc		AP	8/31/2016	546.00
14582	8/22/2016	KC Courier, LLC		AP	8/31/2016	309.00
14583	8/22/2016	Kevin's Crane Co.		AP	8/31/2016	675.00
14584	8/22/2016	Lowe's Companies, Inc.		AP	8/31/2016	68.59
14585	8/22/2016	Melissa Griggs		AP		280.00
14586	8/22/2016	MetLife Small Business Center		AP	8/31/2016	165.93
14587	8/22/2016	Federal National Mortgage Association		AP		4.61
14588	8/22/2016	Jack & Christine Oberti		AP	8/31/2016	0.79
14589	8/22/2016	Pine Mountain Employment Temp Ager		AP	8/31/2016	982.50
14590	8/22/2016	Pine Mt. Lake Association		AP	8/31/2016	5,000.00



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
14591	8/22/2016	PLIC-SBD Grand Island		AP	8/31/2016	2,063.40
14592	8/22/2016	Thomas Ryan		AP	8/31/2016	49.64
14593	8/22/2016	Scott's Distributing		AP	8/31/2016	360.51
14594	8/22/2016	Robert & Frankie Sies		AP		13.20
14595	8/22/2016	Staples Credit Plan		AP	8/31/2016	534.63
14596	8/22/2016	Delmorris Stockstill		AP		16.58
14597	8/22/2016	Streamline		AP	8/31/2016	200.00
14598	8/22/2016	Tuolumne County Recorder		AP	8/31/2016	120.00
14600	8/22/2016	Verizon Wireless 7706		AP	8/31/2016	152.32
14601	8/22/2016	Wells Fargo Bank, N.A.		AP	8/31/2016	413.88
14602	8/22/2016	Patricia Whitley		AP		1.11
14603	8/22/2016	Zee Medical Service Co		AP	8/31/2016	128.36
14604	8/29/2016	Atkinson, Andelson, Loya, Rudd & Ror		AP		7,200.00
14605	8/29/2016	Blue Shield of California		AP		17,203.60
14606	8/29/2016	W. H. Breshears		AP		2,189.37
14607	8/29/2016	Burton's Fire Inc		AP		258.41
14608	8/29/2016	CMRS-FP		AP		1,200.00
14609	8/29/2016	CWEA		AP		93.00
14610	8/29/2016	Eleanor Ellis		AP		105.73
14611	8/29/2016	Hach		AP		357.61
14612	8/29/2016	Daisy Jiminez		AP		130.84
14613	8/29/2016	Microsoft		AP		100.00
14614	8/29/2016	Neumiller & Beardslee		AP		2,293.00
14615	8/29/2016	O'Reilly Auto Parts		AP		981.82
14616	8/29/2016	Scott Rexwinkle		AP		241.89
14617	8/29/2016	Cheri Rickett		AP		60.87
14618	8/29/2016	Rush Advertising Specialties		AP		1,192.18
14619	8/29/2016	Safe-t-lite		AP		267.01
14620	8/29/2016	Sonora Ford		AP		395.82
14621	8/29/2016	Standard Insurance Co		AP		386.24
14622	8/29/2016	Staples Business Advantage		AP		79.96
14623	8/29/2016	Jonathan Sterling		AP		630.01
14624	8/29/2016	SWRCB		AP		65.00
14625	8/29/2016	Tractor Supply Credit Plan		AP		128.94
14626	8/29/2016	University Enterprises, Inc.		AP		118.68
14627	8/29/2016	Verizon Wireless 5298		AP		189.10
14628	8/29/2016	VSP		AP		368.73
14629	8/29/2016	Zalreich Chemical Co		AP		1,748.19
114443	8/30/2016	Operating Engineers Local #3		AP		258.94
901638	8/30/2016	Dept of Child Support Services		AP		482.41
901639	8/30/2016	EDD - Electronic		AP	8/31/2016	955.71
901640	8/30/2016	Federal EFTPS		AP	8/31/2016	7,362.26
901641	8/30/2016	Pers - Electronic		AP	8/31/2016	4,819.23
901642	8/30/2016	TD Ameritrade Trust Co.		AP	8/31/2016	800.00

Total Check Count: 146

Total Check Amount: 498,888.61





GROVELAND COMMUNITY SERVICES DISTRICT  
CASH BALANCES AS OF 8/31/2016

Cash Accounts	Acct	Water	Sewer	Grunsky	Total Enterprise & D/G Funds	Fire	Parks	Total Government Funds	G/L Totals
Rabobank Operating Account	4498	426,239.58	558,638.03	4,996.74	989,874.35	275,446.94	109,922.93	385,369.87	1,375,244.22
Rabobank Investment (Operating Reserves)	2814	339,707.01	171,661.94	11,664.05	523,033.00	840,473.39	86,016.16	926,489.55	1,449,522.55
Rabobank Payroll Account	2426	4,309.76	4,458.23		8,767.99	2,723.18	2,614.34	5,337.52	14,105.51
Rabobank Drought Grant Account	5389	175,425.98			175,425.98				175,425.98
Rabobank Pension Acct	8958	15,008.30	11,006.14		26,014.44	45,024.94	200.23	45,225.17	71,239.61
Cash Drawer		168.00	132.00		300.00				300.00
Petty Cash		100.00	100.00		200.00				200.00
Cash in Co Treas SAD 77-1		6,429.46			6,429.46				6,429.46
LAI F Transferred to Investment Reserves Acct			59.51						
Total Unrestricted Cash		967,388.09	746,055.85	16,660.79	1,730,045.22	1,163,668.45	198,753.66	1,362,422.11	3,092,467.33
Water Bond Pymt Reserve	4662	1,014,814.00			1,014,814.00				1,014,814.00
Sewer Bond Pymt Reserve	4745	-	590,686.25		590,686.25				590,686.25
2013 Water Bond Sale - Restricted Reserve	2498	314,171.16			314,171.16				314,171.16
2014 BNY Water Bond Sale - Restricted Reserve	5112	378,658.54			378,658.54				378,658.54
2014 BNY Sewer Bond Sale-Restricted Reserve	9240		324,965.10		324,965.10				324,965.10
Total Restricted Cash		1,707,643.70	915,651.35		2,623,295.05				2,623,295.05
Total Cash and Investments		2,675,031.79	1,661,707.20	18,464.26	4,355,203.25	1,163,668.45	198,753.66	1,362,422.11	5,715,762.38



## Legal Fees

79-015	<u>CK#</u>	<u>Atkinson</u>	<u>CK#</u>	<u>Neumiller</u>
July	14604	\$ 7,200.00	14614	\$ 2,293.00
August				
September				
October				
November				
December				
January				
February				
March				
April				
May				
June				

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Total \$ 7,200.00 \$ 2,293.00

Legal Fee Total \$ 9,493.00

