



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

December 8, 2020

10:00 a.m.

LOCATION: TELECONFERENCE - SEE BELOW

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

Based on the mandates by the Governor's in Executive Order 33-20 and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District office is open to the public at this time from 9am to 4:30pm Monday through Thursday and 9am to 4pm on Friday (Closed between 12pm-2pm).
- The meeting will be conducted via teleconference using Zoom. (See authorization in the Governor's Executive Order 29-20)
- All members of the public seeking to observe and/or to address the GCSB Board may participate in the meeting telephonically or otherwise electronically in the manner described below.

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

Computer, tablet or smartphone: Watch the live streaming of the meeting from a computer by navigating to <https://us02web.zoom.us/j/7688070165> using a computer with internet access that meets Zoom's system requirements

Telephone: Listen to the meeting live by calling Zoom at (253) 215-8782 or (301) 715-8592. Enter the Meeting ID# 279-281-953 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://zoom.us/u/abb4GNs5xM> if the line is busy.

Mobile: Log in through the Zoom mobile app on a smartphone and enter Meeting ID# 279-281-953.

HOW TO SUBMIT PUBLIC COMMENTS:

Written/ Read Aloud: Please email your comments to board@gcsd.org, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email.

Telephonic / Electronic Comments: During the meeting, the Board President or designee will announce the opportunity to make public comments by voice and in writing, and identify the cut off time for submission of written comments. Comments can be emailed in advance of the Board meeting and up to the time of Board consideration of the item during the meeting. Send email to board@gcsd.org, and write "Public Comment" in the subject line. Once you have joined the Board meeting online using Zoom, public comments can also be submitted using the Chat function while in the Zoom Meeting. In the body of the email or Chat, include the agenda item number and its title, as well as your comments. The Board President will also public comment to be made verbally prior to consideration of each agenda item, and will explain the procedure for making verbal comments during the meeting. Once the public comment period is closed, comments timely received in advance of consideration of the agenda item will be read aloud

prior to Board action on the matter. Comments received after the close of the public comment period will be added to the record after the meeting.

ACCESSIBILITY INFORMATION:

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Jennifer Flores, Board Secretary, at least 48 hours before a regular meeting at (209) 962-7161 or jflores@gcsd.org. Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

PUBLIC RECORDS:

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at <https://www.gcsd.org> as the place for making those public records available for inspection. The documents may also be obtained by calling the District office.

ALL AGENDA MATERIAL ARE AVAILABLE ON THE DISTRICT WEBSITE AT WWW.GCSD.ORG OR MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

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)

TELECONFERENCE AGENDA

December 8, 2020
10:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Janice Kwiatkowski, President
Nancy Mora, Vice President
John Armstrong, Director
Spencer Edwards, Director
Robert Swan, Director

1. Administer Oath of Office to Newly Appointed as if Elected Board Members

2. Approve Order of Agenda

3. Public Comment

Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Public comments are subject to a 3-minute time limit; 10 minutes on an individual topic. Although no action can be taken on items not listed on the agenda, please know we are listening carefully to your comments.

4. Information Items

Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda. Public comments will be taken after each report is provided.

A. Staff Reports

i. Fire Department Report

1. Community Emergency Response Team (CERT) Update Report

ii. General Manager's Report

1. Status update report on approval of Terra Vi and Under Canvas projects
2. Status update report on Water and Sewer Master Plan Development
3. Presentation of 2020 State of the District/Management Performance Report

iii. Operations Manager's Report

iv. Administrative Services Manager's Report

1. Report on Renewal/Continuance of Health and Welfare Benefits

B. Proclamations

i. Recognition of Director John Armstrong for his 10 Years of Service to the Groveland Community Services District

ii. Recognition of Director Janice Kwiatkowski for her 3 Years of Service to the Groveland Community Services District

- iii. Recognition of Anthony Trujillo for his 11 Years of Service to the Groveland Community Services District
- iv. Recognition of Steve Buie for his 1 Year of Service to the Groveland Community Services District

5. Consent Calendar

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

- A. Approve Minutes from the November 10, 2020 Regular Meeting
- B. Accept November 2020 Payables
- C. Approval of Declaration of Surplus Equipment and Authorize Their Sale by Public Bid
- D. Waive Reading of Ordinances and Resolutions Except by Title

6. Old Business

(Items tabled or carried forward from a previous meeting to be considered on this agenda. The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action)

- A. None.

7. Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Adoption of a Resolution Authorizing the Execution and Delivery of a Loan Agreement, and Authorizing and Directing Certain Actions in Connection with the Refinancing of Prior Obligations
- B. Adoption of a Resolution Approving an Agreement to Establish a Joint Powers Authority for the Tuolumne County Fire Authority
- C. Consideration of Adoption of a Firefighting Staffing Standard for the Groveland Fire Department
- D. Adoption of a Resolution Approving an Amendment of the Agreement with NBS for Services Associated with Creation of a Community Facilities District to Fund Fire and Park Services
- E. Adoption of a Resolution Approving the Board Norms and Protocol
- F. Discussion and Action Related to the Election of Board Officers for Calendar Year 2021
- G. Authorization to Secure Grant Writing Services from Lixipol in the Amount of \$2500 for the 2020 SAFER Grant Application Cycle to Fund Additional Fire Department Staff

8. Adjournment

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CERTIFICATE OF APPOINTMENT AS IF ELECTED AND OATH OF OFFICE

STATE OF CALIFORNIA }
COUNTY OF TUOLUMNE } ss.

I, Deborah Bautista, County Clerk/Auditor-Controller, do hereby certify, that at the County Board of Supervisors meeting held on October 6, 2020, Nancy Mora was appointed as if elected, to the office of Board Member for the Groveland Community Service District for a term of four years, commencing December 4, 2020 and ending December 6, 2024.

IN WITNESS WHEREOF I hereunto affixed my hand and official seal this 23rd day of November, 2020.

Deborah Bautista
(County Clerk)


(Signature)

STATE OF CALIFORNIA }
COUNTY OF TUOLUMNE } ss.

I, Nancy Mora, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature of Officeholder) 

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature (of Official Administering Oath)

Title (of Official Administering Oath)

CERTIFICATE OF APPOINTMENT AS IF ELECTED AND OATH OF OFFICE

STATE OF CALIFORNIA }
COUNTY OF TUOLUMNE } ss.

I, Deborah Bautista, County Clerk/Auditor-Controller, do hereby certify, that at the County Board of Supervisors meeting held on October 6, 2020, Janice R. Kwiatkowski was appointed as if elected, to the office of Board Member for the Groveland Community Service District for a term of four years, commencing December 4, 2020 and ending December 6, 2024.

IN WITNESS WHEREOF I hereunto affixed my hand and official seal this 23rd day of November, 2020.

Deborah Bautista
(County Clerk)


(Signature)

STATE OF CALIFORNIA }
COUNTY OF TUOLUMNE } ss.

I, Janice R. Kwiatkowski, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature of Officeholder) 

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature (of Official Administering Oath)

Title (of Official Administering Oath)

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

18966 Ferretti Road Groveland, CA 95321

Staff Report
December 8, 2020

To: Board of Directors

From: Andy Murphy, Assistant Chief
By: Jude R. Acosta, Battalion Chief

Subject: Monthly Activity Report –November 1, 2020 to November 30, 2020

Operations:

Emergency Incident Response:

There were no Significant Events during the reporting period.

Apparatus and Equipment:

Apparatus	Description	Status
Engine 781	2009 Pierce Contender	In Service
Engine 787	2000 Freightliner FL112	In Service
Engine 783	1995 International Model 15	In Service
Utility 786	2008 Chevrolet 2500	In Service

Training:

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

- Rapid Intervention Crew (RIC) Training
- Winter Driving Safety
- Medical Personal Protective Gear (PPE)
- Vehicle Lockout Kit
- Piggy-Back Rope Bag
- Ipad Applications
- CERT Online Training

Fuel Reduction:

Crooks Logging continues to work on the Jones Hill Shaded Fuel Break on the District's property operating masticators. Once this segment is completed and conditions conducive to burning, station personnel will begin felling bug killed timber in the area and pile burning. This fuel break provides continuous fuel reduction, strategically placed behind Downtown Groveland while protecting the District's infrastructure.



MONTH - November 2020

STATION 78

Alarm Sounding	1
Odor Investigation	0
Debris Fire	0
Medical Aid	29
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	11
Smoke Check	1
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	3
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	45



Auto Aid	Given
Tuolumne County	1

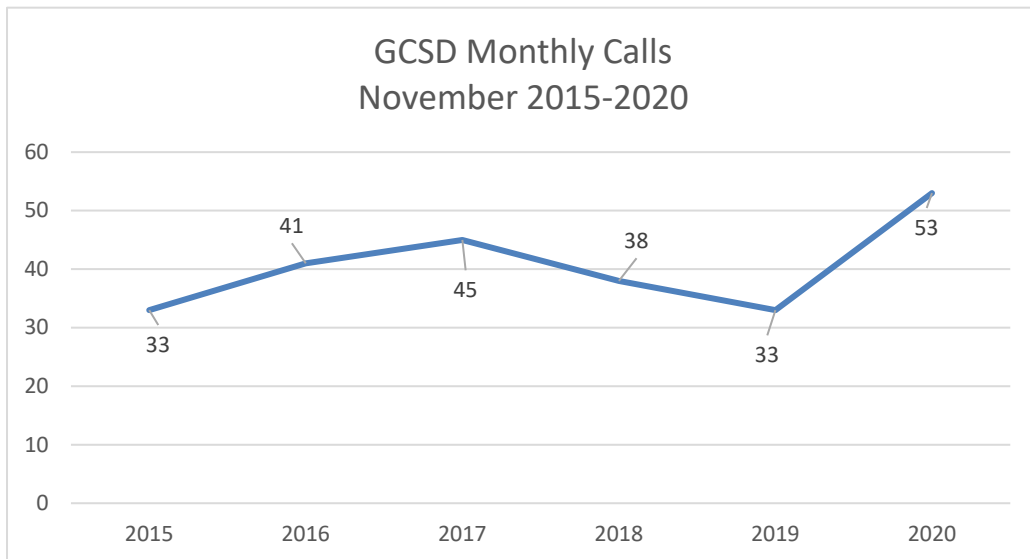
(44 calls in GCSD district, 1 call in Tuolumne County)

2020 Year to Date (1/1/20-11/30/20): 555 incidents

2019 Year to Date: 507 incidents

5 year average Year to Date: 492 incidents

Last Call Logged Run # TCU 0013678





BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Bob Asquith, Groveland Area CERT Team Leader

DATE: December 8, 2020

SUBJECT: Agenda Item 4Ai1. Community Emergency Response Team (CERT) Update Report

RECOMMENDED ACTION:

Staff recommends the following action:
Information item, no action required.

BACKGROUND:

Community Emergency Response Team (CERT) update report given by Groveland CERT Team Leader Bob Asquith.

ATTACHMENTS:

1. Groveland CERT Tri-Fold
2. Groveland CERT Vehicle Decal Image
3. Twain Harte Monthly Update

WHY CERT?

- Learn skills to help others.
- Know how to protect yourself.
- Give back to your community.
- Be part of a team that cares.
- Be prepared!



FIREFIGHTER REHAB

Learn how to:

- Rehydrate our firefighters.
- Check their vitals.
- Cool them down/warm them up.
- Give them nutrition.



For more information visit:

www.fema.gov/community-emergency-response-teams

Like us on Facebook



CERT - Groveland Area

(Groveland/Big Oak Flat/Moccasin)

Pete Kampa – GCSD General Manager

pkampa@gcsd.org

(209) 962-7161 x1024

Carol Hallett – Program Manager

twainhartecert@gmail.com

(209) 586-2837



Bob Asquith—Team Leader-
GrovelandCERT@gmail.com

(209) 962-7990

Printed by:



ARE YOU READY?



JOIN

GROVELAND AREA



Serving Tuolumne County

CERT IN ACTION

- Residential/Neighborhood checks
- Emergency Medical Triage & First Aid
- Evacuation of neighbors with disabilities & others with access & functional needs
- Staffing Emergency Operation Centers & Shelters
- General evacuations
- Debris removal
- Helicopter Landing Zone security
- Community Relations & distribution of emergency information to public
- Managing & processing supplies & donations
- Initial damage assessment
- Basic search & rescue
- Utilities control/shut-off
- Welfare checks
- Firefighter Rehabilitation

When there is an emergency, regardless of your background or abilities, CERT has a job for anyone who wants to participate!

The CERT concept was developed and implemented by the Los Angeles City Fire Department in 1985. The Whittier Narrows earthquake in 1987 underscored the area-wide threat of a major disaster in California. Further, it confirmed the need for training civilians to meet their own immediate needs and those of their communities.



PREPAREDNESS

CERT training prepares you for any incident, no matter where you are.

CERT stands for 'Community Emergency Response Team'. GCERT is about readiness, people helping people, rescuer safety and doing the greatest good for the greatest number.

Free 20-Hour CERT Basic Training Class Includes:

- Disaster Preparedness
- Fire Suppression
- Medical Aid
- Light Search & Rescue
- Disaster Psychology
- CERT Team Organization
- Terrorism Response
- Disaster Simulation

This Nationally Certified Course teaches CERT teams to perform essential life-saving functions while awaiting the arrival of professional emergency responders following a disaster.



Attending CERT Basic Training does not obligate you to join the team.





SERVING TUOLUMNE COUNTY

MONTHLY UPDATE

November 2020

Mary Schreiner, Editor
maryschreiner@live.com

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NOTES FROM THE PROGRAM MANAGER

by Carol Hallett

November is that transitional month that comes between fall and winter. By then, most leaves have fallen off trees, and football becomes the main sport of the month.

Those who were born in November probably know their birthstone is the topaz and their flower is the chrysanthemum.

November is best known for Thanksgiving and Veteran's Day, but it's packed with an abundance of special days of awareness and observances to celebrate, such as the Marine Corps birthday on November 10th. The Safety Observances for 2020 are: November 1-8 Drowsy Driving Prevention Week November 16-Dec 31 Tie One on for Safety

For CERT it is a time to start preparing for the winter months, replace your batteries in your smoke detectors, make sure you have your pantry items stocked, drain outdoor pipes, and basic winterizing of your home. Smart planning ahead allows for an enjoyable winter. Happy November to you all!



Thanksgiving

*The year has turned its circle,
The seasons come and go.
The harvest all is gathered in
And chilly north winds blow.*

*Orchards have shared their treasures.
The fields, their yellow grain,
So open wide the doorway~
Thanksgiving comes again!*

-Author Unknown



GIVING THANKS

by Carol Hallett

As we approach Thanksgiving, our thoughts turn to the blessings in our lives. We at CERT are fortunate to have many people who are willing to drop everything and help out.

For instance, most people probably don't think twice about our lovely green CERT "pop up" canopies that we use for shade and shelter during deployments. Well, they are stored in nice large (not to mention, heavy) canvas bags. As you can imagine, these bags see a lot of use and had torn at the bottom. How to mend something so heavy and awkward? Lise Lemonnier to the rescue! She has given new life to the storage bags and made separate bags to hold the panels for the walls and doors. This has saved THA-CERT the cost of either sending them out for repair or replacing them.

"Appreciation is a wonderful thing: It makes what is excellent in others belong to us as well." -Voltaire

CERT member Allan Hancock and his wife, Carol, allow the Traffic Control Unit to store the tools they need for crossing guard duty in their store, The Harte of the Kitchen, in Twain Harte. This saves everyone a lot of time and energy coordinating things so the people doing crossing duty have the stop signs and high-visibility vests/coats they need to keep themselves and the children safe.

And, speaking of The Harte of the Kitchen, Carleen Smith and her husband, CERT member Lee, donate the fabric, materials, time, and energy to make masks that are available for purchase at the shop and they donate all of the money to CERT, which has totaled thousands of dollars, to date.



Lise Lemonnier, repairer of canvas bags

GIVING THANKS, cont'd

There are so many other people for whom we are thankful:

The Traffic Control Unit for being at the crosswalk every single day to ensure that our children get across that busy street safely, including the "non-official" members who have volunteered to step in on short notice if someone has to be out unexpectedly.

Mike Mandell, who is always there for everything that needs to be done such as ensuring the Firefighter Rehab vehicle gets on the road, charging batteries, calling members to help staff events, making sure we have goodies to give to the Columbia College Academy Students...I can go on and on...I text and he is there!

Mary Schreiner, a new member who has stepped up to be more than just an active member of CERT; she is our PIO, Facebook Admin, our Traffic Control Unit Leader, and our newsletter editor...she is one busy lady and I never have to think twice about if something is going to be done if I know Mary is on the job.

Michelle Wagner, a really new member (CERT#99) who has just finished the online training and has been working as a CERT member even before she took the course. She is our sUAS Unit Leader and has taken on the huge task of writing our Policy & Procedures, Ops Manual and Training Manual for the team. She has taken this Unit to new heights (excuse the pun).

Nancy Stevens, our Safety Officer is always thinking ahead. She took on the Safety Unit and worked closely with the previous unit leader, Bill McManus, to ensure that our CERT members are safe during this pandemic. Writing Policy & Procedures, and developing our Pandemic Safety Guidelines that are being utilized during each deployment and training. Nancy is always there to help!

Tom Trott, THCS D General Manager, who is such a blessing to our community. He supports CERT and has since the beginning, even before we knew what it would mean, because he cares about the people in Twain Harte and wanted to pursue the possibility if it would mean improving people's lives. Tom does more for this community than most will ever realize.

And let's not forget Kevin Rice! Kevin has tried three times to become "official" but circumstances have prevented him from being able to complete the training. This has not stopped Kevin from volunteering. He has helped with crossing guard duty, assisted with the Twain Harte Rotary food bank, worked as traffic control at the flu clinic, and helped fill SCBA tanks at the training with Columbia College last month, just to name a few of the things he's done lately.



Thank You All!

STAYING SAFE

by Nancy Stevens

Crossing Guard duty at the Twain Harte Elementary School has proven to be a much-needed addition to our volunteer work in THA-CERT. Thanks to the request last year by Jacob Foiada, weekly rotating teams of CERT members have helped the students across busy Twain Harte Drive when school lets out. "Thank you! Thank you!" can really make one's day. Since Twain Harte Drive is undoubtedly one of the busiest streets in town, stopping the cars for the crossing kids, or even slowing the cars near the crosswalk area before we get our "customers", has shown to be a very worthwhile and necessary function for CERT.

Mary Schreiner has been diligent in the scheduling of the crossing guard volunteers. If you'd like to join in, please contact Mary at: maryschreiner@live.com



Jan Morris and Nancy Stevens stay warm while helping the students stay safe at Twain Harte School



GROVELAND CERT NEWS

by Bob Asquith

Groveland CERT is on its way! Last month, we received the donation of a decommissioned ambulance from the Copperopolis Fire Protection District that we will be converting into a firefighter rehab vehicle in the weeks ahead. It is currently living at GCSD, our sponsoring agency.

Earlier this month, several Groveland CERT members met with CalFire to review both the new vehicle and upcoming meetings and procedures. Because the Groveland/GCSD facility, which is operated by CalFire, has only two people on duty at a time, they very much look forward to CERT helping whenever they can.

Groveland CERT also received t-shirts with their logo and a supply of brochures to circulate within the community. The brochures describe what CERT does and how to join. Many thanks to Business First of Twain Harte for help and contribution in providing these materials.

Groveland area basic training is underway. We are utilizing the hybrid version from Utah which includes about 12 hours of online study, plus a one-day in person training session. The one-day training session will take place in January in cooperation with the Twain Harte CERT training.



Patrick Cohen and Travis Chunn of CalFire, with Groveland CERT members Bob Asquith and Bob LaPlaca

Groveland Area
CERT

The new shirts for Groveland CERT

PARK EXPANSION IN TWAIN HARTE

by Carol Hallett

Twain Harte Community Services District (THCSD) have big plans for the park and you can see it developing. In August they announced that construction was underway for the first phase of Twain Harte Meadows Park – Bocce Court Improvements. As we enter into the fall season, they are excited to share the progress thus far and report that the pavilion and shade structures are anticipated to be completed in the month of October. For more information on the progress we've made and what's to come, please visit our website: <https://www.twainhartecsd.com/twain-harte-meadows-park>



The new bocce ball court at Meadows Park

PINNING CEREMONY FOR CHIEF GAMEZ

by Carol Hallett

A pinning ceremony was held for the new Chief of the Twain Harte Fire Department on Thursday, November 12th. Former Fire Chief Todd McNeal was on hand to perform the pinning of Chief Neil Gamez with more than 80 people on hand (outside, wearing masks, and socially distanced, of course) to observe the ceremony, which also included a video of congratulations. The pinning for Captain Joe Schuller, THFD's newest Captain, was also performed during this ceremony.

Attendees included representatives from THFD, THCSD Staff, THCSD Board, THA-CERT, New York Fire Department, Chicago FD, San Jose FD, San Francisco FD, Burbank FD, Columbia FD, and CalFire, along with family & friends. A bagpiper welcomed guests and refreshments of coffee, pastries, and pizza were served.

PINNING CEREMONY FOR CHIEF GAMEZ, *cont'd*



THA-CERT members and representatives of several fire agencies watch the pinning ceremony



Valerie Gamez pins her husband, Chief Neil Gamez, at the ceremony on November 12th

sUAS NEWS

by Michelle Wagner

With the cold and rainy weather this month, the UAS team didn't train as much as usual; however, that doesn't mean we haven't been busy!! With the help of Anthony White-Ramos and Doug Simmons, we successfully updated the firmware on our Matrice.

Carol joined us and we were able to carve out and design a new space in the new garage building at Vantage Point. If all goes as planned, we will have a secure area with a workbench, charging station, and storage all our own!

Carol and I, along with Chief Gamez, met with various personnel from Cal Fire to discuss how CERT, and particularly the UAS Unit, can assist them. They were very supportive and even came up with some ideas I hadn't thought of. Here's a list of some of the things we can do (just to mention a few!!):

- Video capture of training
- Incident over-watch
- Pre-planning (aerial photographs, fire load, exterior building/roof inspection)
- Fuel break mapping
- Fire perimeter mapping
- Hot spot location/nighttime
- Photo documentation for fatality accidents
- Search and rescue
- Disaster damage assessment
- Remote communications (loud speaker)
- Small payload delivery (i.e. cell phone, lead lines, etc.)
- Photo documentation for use by Accident Review team

There is still much we need to do, but the future is bright and we are looking forward to working together and developing this new relationship!

The Matrice, our UAV with a thermal imaging camera



LET IT BURN!

As of November 20, the restriction on burning in Tuolumne County has been lifted. Of course, just because burning is permitted doesn't mean it's always safe to do so; on November 23rd, the Tuolumne-Calaveras unit of CAL FIRE responded to a reported escaped burn pile fire that ended up burning 5.7 acres. Fortunately, there were no injuries from that incident. The party responsible for that fire received a citation, due to lack of burn permit.

To ensure that you don't suffer the same fate, you may obtain a permit online at <https://burnpermit.fire.ca.gov/>

Also, you may only burn under certain conditions:

- Only dry, natural vegetative materials may be burned, such as leaves, pine needles, and tree trimmings
- The burning of trash, painted wood, or other debris is not allowed
- Do *NOT* burn on windy days
- Piles shall be no larger than 4 feet in diameter and in height; you may add to the pile as it burns down
- Clear a 10 foot diameter down to the bare ground around the pile
- Have a shovel and water source nearby
- An adult is required to be in attendance of the fire at all times

As our weather continues to be dry and clear, it is especially important to follow all of these guidelines. Please always burn safely!

A 5.7 acre fire on November 23rd was the result of an escaped burn pile, near Lake Don Pedro



DEPLOYMENT - COVID-19 CALL CENTER

by Carol Hallett

I'm sure it comes as no surprise to you that Tuolumne County has experienced a surge of COVID-19 cases this month. As a result, CERT received an urgent request from the Public Health Department to help staff the Public Health COVID-19 Call Center starting on the 18th of November. We have volunteers for staffing the call center through the end of November at this point. Special thanks to the following volunteers:

Carol Hallett
Mary Schreiner
Nancy Stevens
Karen Lytle
Dawn Cronin
Lise Lemonnier
Jan Morris
Mike Mandell

At this time we do not know how long the deployment request will last but we will be there to help support our community.

As a reminder, the COVID test site at the Mother Lode Fairgrounds is now open 7 days a week. Testing is free. Appointments are still required and can be scheduled several days in advance. Make your appointment at www.lhi.care/covidtesting or by calling (888) 634-1123.



Dawn Cronin (left) and Nancy Stevens (right) answer phones for the Public Health Department's COVID help line

TWAIN HARTE ROTARY FOOD BANK

by Mary Schreiner

Thoughts of Thanksgiving always bring images of family and friends around a table full of delicious food. The reality is that millions of Americans are going hungry every day, and the number continues to rise as COVID takes its toll on jobs and businesses lost to the pandemic. The lack of nutritious food affects almost 1 in 5 children in California.

We at THA-CERT are proud to assist the Twain Harte Rotary at their monthly ATCAA Food Bank distribution event. This month saw a record number of households...sixty-two families, over one hundred seventy-two people, seeking food assistance.

As usual, this month's supply provided people with a variety of whole, nutritious food so recipients can make healthy meals for themselves and their families.



Bob Schreiner and Lise Lemonnier help direct traffic at the November ATCAA Food Bank distribution

LIGHTING UP TWAIN HARTE

Over the Thanksgiving weekend, you may have noticed that Twain Harte suddenly looked a lot more festive. It was not a CERT function, but many CERT members, as well as the shop and restaurant owners, were on hand to help string up lights and decorations around town.

The town Christmas tree will be lit on Friday, December 4th at 6:00 pm, although there will not be a parade. Come on down and cruise through the town to see that the Christmas spirit is alive and well in Twain Harte, and while you're at it, stop and shop at our local businesses! This year, more than ever, our local shops and restaurants are relying on your patronage to stay afloat. Remember all of the times they helped support your children's school, your scout troop, or any other local organization with donations and advertising? Shopping locally is a great way to say thank you.

Volunteering to decorate were: Mike Mandell, Matt Kain and his grandson Nathen, Michelle Wagner, Ben Wagner, Randie Revilla, Linda Postma, Allan Hancock, and Carol Hallett.

LIGHTING UP TWAIN HARTE, *cont'd*



The Harte of the Kitchen, China House, and the Sportsman all sparkle in downtown Twain Harte



All That Matters, The Little Cottage Cafe, and The Clouterie get into the holiday spirit with festive decor



Carol Hallett makes sure Twain Harte puts on its best show for the holidays

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: December 8, 2020

SUBJECT: Agenda Item 4Aii. General Manager's Report

RECOMMENDED ACTION:

Staff recommends the following action:

Discussion item only, no action required at this time.

REPORT OVERVIEW

This report covers three topics to be presented by General Manager Kampa:

1. Terra Vi and Under Canvas Project approvals - This document includes copies of the letters submitted to Tuolumne County on November 18th, 2020 for the under canvas project, and on December 1st 2020 for the Terra Vi project. These letters were prepared as counterparts to the previously submitted letters to the County regarding the draft environmental impact reports for the above two projects. The obvious intent and purpose of our response is to draw attention to the increase in needed emergency response services in the region resulting from new development projects and to provide coverage for her local community. We continue to work closely with the County for solutions to ultimately increase fire and emergency response staffing on the highway 120 corridor to ensure that adequate resources are available to facilitate acceptable emergency response times. Although no board action is expected as part of this discussion there are obviously actions on her board's agenda today that coming to play in this matter in the future. GSD board members and staff as well as CAL FIRE chief officer staff attended these public hearings which lasted nearly five hours each, providing comments and clarifications as needed. The County Planning Commission ultimately approved both projects, and an appeal hearing on the under canvas project is scheduled for the Board of Supervisors during a special meeting scheduled for December 17th at 2:00 PM.
2. Water and Sewer Master Plans – GCS D operations, management and engineering staff have reviewed and commented extensively on technical memoranda produced by our consultant, Wood Rodgers, covering
 - a. Land Use Projections to be used for estimating future water and sewer demands and system capacity needs
 - b. Criteria for Analysis to be used in system evaluation and improvement recommendations

- c. Wastewater Treatment Plant Evaluation and Condition Assessment
- d. Water Treatment Plants' Evaluation and Condition Assessment
- e. Water Distribution and Sewer Collection System Evaluation and Condition Assessment

Wood Rodgers is currently finalizing evaluation of the sewer lift station evaluations and improvement recommendations, and water treatment plant operational evaluation to determine if it would be advantageous for the District to convert to a conventional filtration and chlorination system versus our current chloramination (chlorine and ammonia) and UV disinfection. The technical memoranda serve as the supporting basis for the final master plan narrative, improvement alternatives and recommended Capital Improvement Plan. We are excited to have the Master Plans completed in the next month or two for presentation to the Board.

- 3. State of the District/Management Performance Report – A written Performance Report will be provided for discussion at the Board meeting. This report provides the Board and public with a recap of accomplishments of the District over the past year, and is considered in conjunction with the annual performance evaluation of the General Manager. Performance Evaluation forms will be provided separately to the Board.

ATTACHMENTS:

- 1. Joint Utility Letter and Email in response to proposed County “Dig-Once Policy”
- 2. GCSD response letters in response to Under Canvas and Terra Vi projects' Final EIR
- 3. Performance Report (To be delivered prior to the Board meeting)

From: [Erik Johnson](#)
To: [Blossom Scott-Heim](#)
Cc: [Kim MacFarlane](#); [David Ruby](#); [Ed Pattison](#); [Pete Kampa](#); [Jamestown Sanitary District](#); [Dave Andres \(djand@comcast.net\)](#); [Tom Trott](#); [Gaddiel DeMattei](#); [brendatsd@frontier.com](#); [Luis Melchor](#); ["alfonso.manrique@am-ce.com"](#); [Cody Billings \(jsdchiefop@mlode.com\)](#); ["Ben Kikugawa"](#)
Subject: Draft Dig Once Policy Comments - Water and Sewer Agencies
Date: Wednesday, December 2, 2020 10:46:20 AM
Attachments: [TC Dig Once Policy - Unified Comment Ltr 12.2.20.pdf](#)

Good Morning Blossom:

On behalf of the water and sewer agencies of Tuolumne County, please find the attached unified comment letter related to the proposed Dig Once Policy. In light of our concerns, please consider revisions to the policy prior to presenting it to the BOS for adoption. We understand this item is tentatively scheduled for the December 15th Board Meeting. Please let us know if that changes. If you have any questions or wish to discuss this further, please feel free to contact me or any of the other agencies listed in the letter.

Respectfully,

Erik D. Johnson
District Engineer
Tuolumne Utilities District
p: 209-532-5536 x ext. 520
a: 18885 Nugget Blvd | Sonora, CA 95370
e: ejohnson@tudwater.com | w: www.tudwater.com



December 2, 2020

Tuolumne County Public Works
Attn: Mrs. Blossom Scott-Heim
2 South Green Street
Sonora, CA 95370

Dear Mrs. Scott-Heim:

On October 28th, the utility agencies of Tuolumne County received, via email, Tuolumne County's Draft Dig-Once Policy. It is our understanding County Staff intend to present the policy to the Board of Supervisors on December 15th and, if approved, the policy would take effect on July 1, 2021. Utility agencies recognize that implementation of the proposed policy, as written, would have significant fiscal impacts to our customers. Our collective comments and concerns are summarized in this letter.

As a governmental agency and public service provider, we are acutely aware of the challenges facing local governments to collect revenues sufficient to cover expenses for even the most basic services and to maintain critical infrastructure. Roads are critical infrastructure that are used by everyone in the County. In the absence of funding for wholesale rehabilitation of roads, County Staff should be applauded for pursuing new policies and procedures to slow the rate of deterioration and to maximize the useful life of existing roadways. We are not opposed to a policy that promotes accountability on behalf of utility agencies for their impacts to public roads. However, we believe the proposed Dig-Once Policy imposes *disproportionate* mitigations for the limited impact utility operations have on County maintained roads.

Utilities regularly trench within public roadways to repair, replace, or install new water or sewer pipelines. These activities are initiated under four broad categories: 1) emergency repair of leaks, 2) request by customers to establish service, 3) implementation of a project identified in the agency's capital improvement plan (CIP), and 4) relocation of existing utilities to accommodate County road projects. It is important to distinguish between the four reasons for excavating in a public road because reasons #1 and #2 are generally small in scale and occur with minimal advance notice. Project types #3 and #4 typically include advance planning and budgeting so that impacts to roadways can be minimized to the extent feasible.

In all instances, water and sewer agencies hire contractors to patch pipeline trenches in accordance with the conditions of the County issued Encroachment Permits. Currently, standard practice is to saw cut the existing asphalt on each side a minimum of 6-inches beyond the trench sidewall and placing asphalt paving at a thickness that meets or exceeds the County Ordinance Code Chapter 11.12 Section 0.20 for the road classification and traffic index. TUD and others have taken the added measure of backfilling trenches with concrete slurry to eliminate the concern about achieving proper compaction. Using concrete slurry adds expense, but it protects the road and provides a superior surface as compared to aggregate base for which to place asphalt.

Patching paving utility trenches is very expensive. In general, for larger scale water and sewer pipeline replacement projects, surface restoration is typically already on the order of 20% of the overall project cost. If additional full width or half width overlays are required in addition to the trench paving, the paving costs could approach 40% or more of the entire project cost. For budgetary purposes, many water and wastewater utilities assume an investment of approximately \$1 million per 1 mile of standard 6-inch or 8-inch diameter sewer or water main. Using the example above and under the proposed Dig Once Policy, an agency could be responsible for \$400,000 of additional paving expense. Paving would easily become the single largest cost item on pipeline projects. For this reason, we always seeks to place pipelines outside the roadway shoulder; however, many of the County's roads do not have sufficient right-of-way width to accommodate pipeline construction, especially given roadside drainage ditches and cut and fill slopes. Further, public utilities belong in public roads and not traversing private properties with limited access and difficult terrain. The very purpose of public roads is for the transportation of goods, including sewer, water, telecommunications, and power.

Standard practice in the construction industry is to repair or replace impacted facilities to equal or better condition. Requiring utility agencies to undertake **full width or even half width pavement overlays is disproportionate to the impact of the trench excavation**. Per the County's 2018 Pavement Management Report the average pavement condition index (PCI) for the road system is 33, corresponding to poor condition. Many, if not most, of the roads in poor condition do not even have water or sewer utilities within them. The poor condition of the County's roads was not caused by utility trenching, it was cause by lack of prescribed pavement maintenance. Road maintenance is simply underfunded. Utility agencies should not bear the consequences of years of deferred maintenance.

A few of the most concerning aspects of the policy along with our recommendations are discussed below and a detailed list of further comments is attached to this letter.

1. **Project Planning and Notification:** Advance notice of scheduled County road improvements is essential to the capital planning and budgeting process of each utility agency.

Recommendation: The County shall provide each agency a *5-year County Roads Capital Improvement Plan* indicating the current Pavement Condition Index (PCI) status of all County maintained roads along with the estimated PCI at the end of the 5-year planning period and the estimated date each road will be improved by the County. Each year prior to approval of the 5-year County Roads Capital Improvement Plan, the County shall hold a meeting with stakeholders to discuss the anticipated road improvements. Furthermore, as part of the encroachment permit issuance process, County Staff should meet with utility representatives at the proposed project site to evaluate road condition prior to permit issuance. Pavement Condition Indices are averages for specific road segments. Road segments are typically on the order of 2,500 feet in length. The section of pavement to be impacted by a specific project may not be indicative of the average PCI of the entire segment.

2. **Threshold of PCI 45:** Application of the policy to roads that have a PCI of 45 or greater is inconsistent with the County's own categorization of pavement condition of PCI 50 or less being considered "poor".

Recommendation: PCI threshold be increased to 50 or less.

3. **Retroactive Application of Policy:** The policy should not retroactively apply to roads paved within the last 3 years because it deprives agencies the ability to have proactively undertaken infrastructure improvements prior to or in conjunction with the County's past paving projects.

Recommendation: Policy should be "forward looking" and apply to roadways paved after the effective date of the policy.

4. **Half or Full Width Overlay is Excessive:** Imposing a requirement to overlay half or full width of the roadway is punitive to the utility. A prime example would be the 5-lane portion of Mono Way where a new water or sewer main trench is approximately 2 feet wide and contained entirely within one travel lane.

Recommendation: Reduce the requirement to half of one travel lane except when the trench traverses a travel lane and affects more than one wheel path, then it is reasonable to require a full lane be overlaid.

5. **Concrete Slurry Backfill:** Section 5.3 of the policy only references the use of concrete slurry backfill for trenches less than 1 foot in width.

Recommendation: The policy should be revised to allow utility agencies the flexibility to use concrete slurry backfill in-lieu of aggregate base material. Additionally, if concrete slurry backfill is used on a road that will be overlaid, the requirement to establish a T-trench and to patch pave the trench should be waived.

6. **Service Lateral Installation:** Section 6.11 of the policy applies to lateral trench installation for new utilities and stipulates a minimum spacing of 150 feet between lateral trenches to avoid repairing the entire section between the trenches. Due to parcel size, lot layouts, and field conditions it is not always possible to maintain a minimum of 150 foot spacing between service laterals crossing roads to serve properties. Furthermore, utility agencies are "stuck" with the spacing on already existing service laterals. We encourage the County to clarify that this condition only applies to "new" developments not replacement of existing service laterals and it should also exempt "in-fill" developments to a single home or parcel. The currently proposed policy could result in significant costs to owner/builders and spec homebuilders who are just building one or two homes.

Recommendation: Revise policy to clarify that the service lateral trench spacing only applies to new developments of 4 or more parcels and explicitly excludes service lateral replacement projects.

7. **Temporary Pavement:** Sections 6.5 and 8.1 require 2-inches of cold patch or “cutback” asphalt be placed as a temporary driving surface. TUD and others prefer to backfill with concrete slurry and use accelerants to provide a temporary driving surface. Requiring cold patch slows construction progress and increases impacts to the traveling public as multiple materials need to be handled and proper compaction provided. In addition, concrete slurry can be a more durable driving surface demanding less maintenance than cold patch.

Recommendation: Expand policy to allow utilities to use 2 or 3-sack concrete slurry backfill as an acceptable temporary driving surface.

8. **T-Trench Width and Minimum Asphalt Thickness:** Section 8.3 indicates requires utility agencies sawcut 1 foot wider on each side than the trench. Previously this requirement was 6-inches on each side of the trench. The additional 1 foot of width requiring surface restoration translates to an additional 25% of paving on a standard pipeline trench and will result in significant added expense. It is not clear that the additional cost and effort is justified. Additionally, it is not clear if the T-Trench applies to roads that will be overlaid anyway.

Section 8.3 also indicates that repaired sections shall be 1-inch thicker than the existing pavement thickness. This requirement seems arbitrary and unnecessarily assigns additional cost to the utility agency. The County has a history of maintaining roads by adding successive overlays of asphalt, creating sections of asphalt that are exceedingly thicker than what is required based on the traffic loads. The thick asphalt sections also make it difficult to sawcut. The structural section, including asphalt concrete thickness, should be governed by the traffic index in accordance with the County Code.

Recommendation: Revise the policy to require a T-Trench be established by saw cutting 6 inches outside of the trench sidewall. Pavement thickness should be 2” minimum or match the structural section required based on the traffic index per Section 11.12.020 of the County Ordinance Code.

9. **Paved Shoulders:** The policy makes no distinction between traffic lanes and paved shoulders, yet the County “strongly encourages” locating utilities in shoulders. Paved shoulders should be treated differently because their structural section does not need to equal the structural section of the traffic lane and they do not affect the roughness or rideability of the road.

Recommendation: Encourage trenching in the paved shoulder by waiving overlay or other surface restoration requirements for areas where the impact is entirely confined to the paved shoulder.

10. **In-Lieu Cash Contribution Option:** Section 8.4 outlines an option for the utility agency to contribute cash, in lieu of repaving or resurfacing, to the County for streets that are scheduled for work in the County's Capital Improvement Program (CIP). As a utility agency, why should it be contributing funds toward road improvements that are already included and planned as part of the County's CIP? This requirement constitutes a direct subsidy to the County's Road Fund by utility agencies. Furthermore, it is questionable if the utility should have to overlay a roadway at all if the County is already planning such work.

Recommendation: Omit the cash contribution requirement and overlay requirements for roads that are already scheduled for resurfacing or repaving in the County's CIP. If the County is not willing to omit this requirement entirely, in-lieu cash contributions shall be placed in a "trust account" to be specifically used for road improvements in the specifically affected area. If the improvements are not under construction within 3 years of the date the contribution was made, then the funds shall be returned to the agency.

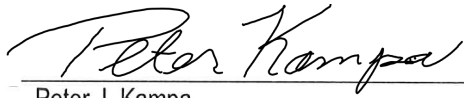
11. **Cumulative Pavement Removal:** Section 8.7 defines the 300-foot condition as the sum of all trenching on any individual segment or adjacent road, including service lateral trenches. Simply crossing a two-lane road with a water and sewer lateral trench, installing a fire hydrant line, and installing a tee at an intersection could easily surpass the 300-foot threshold.

Recommendation: Exclude lateral trenches in the cumulative pavement removal total and limit the total to individual road segments only.

The water and wastewater utilities of Tuolumne County request that the County Board of Supervisors consider the impacts this policy will have to the development community and to rate payers. While we understand and respect the intent of the Dig Once Policy; it should strike a balance between the need to provide affordable water and wastewater service while not compromising the County's ability to maintain its road system. In the past, the County organized and TUD hosted Utility Coordination Meetings where staff from each agency could alert the other about upcoming capital improvements. These collaborative meetings have not occurred for several years but need to resume to ensure each agency can prepare and budget in advance for various projects. In addition, and whenever possible and practicable, each agency will seek to maximize surface restoration in the scope of work submitted as part of its grant applications. All interested parties will be better served by leveraging grant funds for road and utility improvements. This includes allocations from Community Development Block Grants, for which the County has been extremely generous in the past.

Please feel free to contact any of the agencies listed below to further discuss the group's position on this issue.

Sincerely,



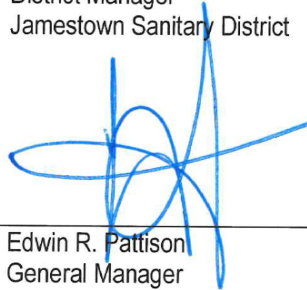
Peter J. Kampa
General Manager
Groveland Community Services District



Patti Ingalls
District Manager
Jamestown Sanitary District



David J. Andres
General Manager
Tuolumne City Sanitary District



Edwin R. Pattison
General Manager
Tuolumne Utilities District



Tom Trott
General Manager
Twain Harte Community Services District

ADDITIONAL UTILITY AGENCY COMMENTS

1. **General Comment – Director of Public Works Approval** – Numerous sections of the policy refer to prior approval by the Director of Public Works. It is onerous and inefficient to obtain these approvals for so many different components of a project. We encourage the County to streamline the process, reduce the number of approvals, and to insert language that authorizes the Director of Public Works, or “designee” to function in this capacity. Ideally the “designee” would be a field inspector who is familiar with the conditions “on the ground”.
2. **General Comment – Encroachment Permits** - Currently utility agencies obtain annual blanket utility encroachment permits for in-house, ministerial types of activities such as constructing service laterals, fixing leaks, etc. For larger scale capital improvements, frequently constructed by outside contractors, a separate encroachment permit is issued and fees are paid based on the lineal footage of trench. There is no apparent nexus between the fee amount paid and the labor hours, if any, of inspection provided by County Staff. For several years now the County has not provided any inspection of paving by utility agencies. Encroachment permit fees should be revisited and/or the County should provide inspection to ensure policies are properly implemented. It is recommended that the County consider eliminating the annual blanket utility encroachment permit process altogether and simply require each utility to follow this adopted policy. The County could continue to issue “project specific” encroachment permits for larger scale capital projects with discrete work areas and impacts to roadways.
3. **General Comment – Inspection** – Proper compaction is essential to ensuring a well-constructed roadway with a long-lasting driving surface. In years past, the County employed staff who were certified to operate a nuclear density gauge and regularly tested compaction in utility trenches. This service was invaluable to the various utility agencies and their contractors as it provided accurate information that could be acted upon in the field in real time. There is a limited supply of qualified technicians in the County who can provide this service. Aside from driving up the cost to the utility, it will be a logistical challenge to schedule a technician to travel from the valley up to the jobsite to take a few tests, which will likely take less than 20 minutes. We strongly encourage the County to consider funding a technician/inspector position with some of the Encroachment Permit fees collected from the utilities. An investment in inspection and compaction testing will yield a much greater benefit to County taxpayers than trying to enforce this policy from an office environment.
4. **Section 1.14 – Performance Period** – This will require agencies to obtain warranty/maintenance bonds from outside contractors for construction projects with a term of 2-years from the date of County acceptance. However, since the County doesn’t inspect the work, we question how the County, when it hasn’t in the past, will be able to effectively and timely process and issue “letters of acceptance” or other formal documentation to indicate approval of paving work.
5. **Section 1.15 – Trench Failure and Repair** – If the trench compaction and patch paving are inspected and accepted by the County, if trench settlement has not occurred after the 2 year performance period expires,

then the utility agencies should be relieved of any further obligations. This policy is too open-ended and imposes a perpetual liability to the agencies for road conditions above the trench.

6. **Section 1.18 – Appeals** – Per policy, the permittee may appeal to the Board of Supervisors. However, there should be a clearer dispute resolution process that first involves attempting to resolve the matter at a staff level before elevating the issue to the Board level. Additionally, the sections being referenced (12.04 and 1.10) appear to relate to erroneous sections of the document.
7. **Section 5.3 – Backfill Material** - The policy requires aggregate base material be used from 12 inches above the top of pipe to the bottom of the asphalt paving. This results in excessive amounts of aggregate base material for utility trenches that are deeper than the standard 36 inches of cover. There are many instances where sewer pipelines need to be deep or when water utilities need to be deeper to avoid vertical conflicts with other utilities such as culverts, etc. Requiring deep sections of aggregate base drives up construction costs with little benefit to the structural section of the road. Utilities should have the option to use screened native backfill material in the trench zone below 3 feet deep.

Conversely, there are areas where pipelines cannot achieve 36 inches of cover to avoid conflicts with other utilities. In these situations, cement slurry should be an acceptable backfill material to protect the pipe and provide structural integrity to the roadway.

8. **Section 6.2 – Depth of Installation** – The policy is unnecessarily rigid in requiring all pipelines have a minimum cover of 36-inches. This requirement should only apply to new construction and should incorporate flexibility to account for unforeseen field conditions. There are many existing pipelines in the County that have less than 36-inches of cover. When these pipelines are replaced, they will likely be constructed with the same depth of cover.
9. **Section 6.3 – Separation of Utilities** – The policy should not prescribe a separation and should defer wholly to State standards for utility separation.
10. **Section 6.4 – Pavement Removal** – The policy prohibits cold planning in-lieu of saw cutting. Cold planning should be allowed because it can be used to produce a clean joint, reduce construction time, and reduce impacts to traffic.
11. **Section 7.4 – Compaction Testing Frequency and Location** – The policy states, “The Director of Public Works shall determine the test locations.” This level of micromanagement is unrealistic, especially if the County will not be providing an inspector for the job. Additionally, we are concerned about the turnaround times and responsiveness of the County and if it may result in delays or stop work claims by the contractors to the utility agencies. In years past, the County had a staff member who was trained in operating a nuclear gauge and could conduct tests in the field to determine compliance with specifications for relative compaction. Without this service, utility agencies will need to depend on outside consultants. There is limited availability of local technicians who can perform this work and paying consultants from outside the

county to travel up to the job site could be expensive and logistically difficult for jobs with small amounts of trenching.

12. **Section 8.2- Temporary Pavement** – Placing a time limit of 30-days to complete final paving is unrealistic for larger scale projects as it would involve having a paving contractor mobilize and pave multiple times over the course of the project. It would be preferable to finish all trenching operations and then have the Contractor mobilize once to complete all the paving in a single sequence of operations.
13. **Section 8.5- Temporary Winter Repairs** – The policy authorizes the Director of Public Works to defer finish paving up to 3 months in the event of weather or other factors. George Reed’s Table Mountain Asphalt Plant closes during the winter season. The date of closure and when it opens again vary from year to year. Oftentimes the plant will be closed for more than 3 months at a time. A 3-month deferral period is not long enough to ensure the utility agency can complete final paving. A 6-month period is recommended.



G.C.S,D, Services - 209 / 962-7161
Fax - 209 / 962-4943
Fire Department - 209 / 962-7891
www.gcsd.org

water • fire protection • parks • wastewater collection & treatment

18966 Ferretti Road P.O. Box 350 Groveland, CA 95321-0350

November 18, 2020

Ms. Natalie Rizzi
Planner
Tuolumne County
2 S. Green Street
Sonora, CA 95370

Re: Yosemite Under Canvas – Comments on Final EIR; also made verbally at Tuolumne County Planning Commission hearing of 11-18-2020

We have reviewed the Final EIR for the above referenced project, and submit the following additional comments:

- GCS D provided a comment letter on both projects under consideration, Terra Vi Lodge and Yosemite Under Canvas, identifying both projects are outside the boundaries of Groveland Community Services District (GCS D) as well as the Groveland Fire Department response area boundaries contained in the Tuolumne County Fire Service Providers Mutual/Automatic Aid agreement.
- In commenting on the Under Canvas project, the goal is to continue conversations with County staff regarding funding mechanisms for effective fire protection and emergency medical response within the County.
- GCS D is of the opinion there are options available to the County, and the fire protection agencies within the County, to support and improve fire services in addition to the special fire parcel tax currently being discussed for placement on the ballot next year. These options may rise in importance if the special tax is unsuccessful.
- GCS D recognizes that consideration of some of the funding mechanisms are County policy level decisions and GCS D is committed to continuing to work with staff on which options may be efficient and effective within the County long term.
- As these two projects are outside GCS D boundaries and the Mutual/Automatic Aid Agreement boundaries, GCS D has no jurisdiction or resources to respond to calls at the Under Canvas project location.
 - Although the CEQA document identifies GCS D has having primary responsibility for providing all-hazard emergency response services, that is inaccurate. However, GCS D is open to negotiating a service agreement with adequate funding to provide those services. Absent an agreement, GCS D will not be in a position to respond to any calls for service to the projects.
- GCS D appreciates the County's assumption of the CALFIRE contract for the Groveland Amador station. However, the Amador station is seasonal, operated by CALFIRE to meet its statewide

fire mission and financial relief from this obligation still does not balance the GCSD fire budget. Relief from the cost of the Amador Contract does not provide additional resources to GCSD to respond to Yosemite Under Canvas.

- GCSD was pleased to see the project conditioned with a fee to support emergency response. However, a one-time fee will have limited impact and we question the ability of the County to impose a recurring annual fee. In addition, even if a fee is collected, there is nothing that obligates the County to contract with GCSD, the closest station to the project, to provide emergency services.
- GCSD is committed to being a good partner. However, GCSD cannot provide the requisite level of services to those within its boundaries and respond calls outside its boundaries and existing mutual aid territory with limited district resources.

As each fire season grows in duration, GCSD is committed to finding ways to provide services and protect our residents. Part of our commitment is to continue to work with the County on a solution.

Sincerely,



Peter Kampa
General Manager



G.C.S,D, Services - 209 / 962-7161
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Fire Department - 209 / 962-7891
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18966 Ferretti Road P.O. Box 350 Groveland, CA 95321-0350

December 1, 2020

Ms. Natalie Rizzi
Planner
Tuolumne County
2 S. Green Street
Sonora, CA 95370

Re: Terra Vi Lodge – Comments on Final EIR; also made verbally at Tuolumne County Planning Commission hearing of 12-01-2020

We have reviewed the Final EIR for the above referenced project, and submit the following additional comments:

- GCSD provided a similar comment letter to this during the Tuolumne County Planning Commissions consideration and subsequent approval of the Yosemite Under Canvas project on November 18, 2020 identifying that the project is located outside the boundaries of Groveland Community Services District (GCSD) as well as the Groveland Fire Department response area boundaries contained in the Tuolumne County Fire Service Providers Mutual/Automatic Aid agreement.
- GCSD provided comment letters on both projects under consideration, Terra Vi Lodge and Yosemite Under Canvas, identifying that both projects are outside the boundaries of Groveland Community Services District (GCSD) as well as the Groveland Fire Department response area boundaries contained in the Tuolumne County Fire Service Providers Mutual/Automatic Aid agreement.
- In commenting on the Under Canvas and Terra Vi projects, the goal is to continue conversations with County staff regarding fire service response standards and funding mechanisms for effective fire protection and emergency medical response within the County.
- GCSD is of the opinion there are options available to the County, and the fire protection agencies within the County, to support and improve fire services in addition to the special fire parcel tax currently being discussed for placement on the ballot next year. These options may rise in importance if the special tax is unsuccessful.
- GCSD recognizes that consideration of some of the funding mechanisms are County policy level decisions and GCSD is committed to continuing to work with staff on which options may be efficient and effective within the County long term.
- As these two projects are outside GCSD boundaries and the Mutual/Automatic Aid Agreement boundaries, GCSD has no jurisdiction or resources to respond to calls at the Terra Vi project location. Please see the attached GCSD Operational/Response Area Boundaries as contained within the Automatic/Mutual Aid Agreement referenced in the FEIR.

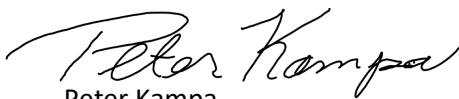
- Although the CEQA document identifies GCSO has having primary responsibility for providing all-hazard emergency response services, that is inaccurate. However, GCSO is open to negotiating a service agreement with adequate funding to provide those services. Absent an agreement, GCSO will not be in a position to respond to any calls for service to the projects.
- The County Fire Chief and Deputy Fire Chief were not authorized to act at a policy level on behalf of GCSO when meeting with the Consultant and County staff regarding whether or not GCSO fire would respond to incidents at the project site under the mutual aid/automatic aid agreement; as described in the FEIR Response to Comments. The County Fire Chief and Deputy Fire Chief had not consulted with nor did they have the authority of their contracting agency, GCSO, to offer emergency response and fire protection services to the project site outside of the GCSO response area boundaries.
- Mitigation Measures PS-1 and PS-2 as contained in the FEIR incorrectly assumes that by hiring two emergency staff and providing required but yet unspecified equipment, Terra Vi will have alleviated GCSO service demands. The FEIR correctly recognizes that the project will exacerbate this existing (deficient) condition, however providing on-site emergency response personnel under the supervision, control and direction of the lodge owner is inadequate mitigation. PS-1 and 2 do not reduce the need for additional trained, professional staff and equipment located at a reasonable response distance from the project and staffed at a level adequate so as to not exacerbate the existing deficient condition which will result in an increased risk to the life and property of the GCSO taxpayers while GCSO resources are responding long distances to the project site(s). The addition of increased professional fire/emergency personnel and equipment on the Highway 120 corridor is the only mitigation adequate to reduce the potential increase and demand of the project(s) for fire protection services from Significant to Less Than Significant.
- The FEIR confuses the reader/issues as it identifies *“The (GCSO) General Manager has stated that within three years GCSO will find themselves in a difficult place to financially afford to fund CAL FIRE contract for fire services that are provided at the CAL FIRE station at 11700 Merrell Road in Groveland. Due to the current evaluation of several projects that could utilize GCSO resources, the GCSO Board directed their General Manager to work with the County towards future fire revenues and/or services”*. The above paragraph stated in the FEIR is two separate issues, both of which were misstated:
 - First, the GCSO General Manager has consistently stated that the GCSO could afford BOTH the contract for services at the CAL FIRE station at 11700 Merrell Road in Groveland and its Schedule A agreement at Station 78 in Groveland. Relief of the cost of the CAL FIRE Groveland Amador agreement alone does not itself balance the GCSO Fire budget or provide additional funding for equipment or staffing.
 - Second, the GCSO Board directed its General Manager to work with the County towards future fire revenues and services related to our mutual need for additional fire services tax funding. The GCSO Board action to coordinate with the County had nothing to do with the current evaluation of several projects that could utilize GCSO resources (presumably Under Canvas and Terra Vi) as stated in the FEIR. In fact the GCSO Board recognized that we did not have the resources to respond to the project(s) unless additional staffing and equipment can be added to the local fire departments in Groveland.
- The statement in the FEIR is misleading regarding the County’s allocation of \$263,466 for the Groveland Amador station to fund the GCSO portion of the CAL FIRE contract; as being action

taken by the County Board to move towards its goal of providing additional first responder services along the Highway 120 corridor. The County funding of the CAL FIRE Amador agreement does not provide additional fire or emergency response equipment or staffing on the Highway 120 corridor; it only maintains the same existing condition, identified as deficient in the FEIR and does not provide additional firefighting resources to respond to incidents at the project location(s) which would have alleviated any exasperation of the deficient fire service condition.

- GCSO appreciates the County's assumption of the CALFIRE contract for the Groveland Amador station. However, the Amador station is seasonal, operated by CALFIRE to meet its statewide fire mission and financial relief from this obligation still does not balance the GCSO fire budget. Relief from the cost of the Amador Contract does not provide additional resources to GCSO increase staffing or equipment or to respond to Terra Vi Lodge.
- GCSO was pleased to see the project conditioned with a fee to support emergency response (Condition 57). However, a one-time fee will have limited impact and we question the ability of the County to impose a recurring annual fee. In addition, even if a fee is collected, there is nothing that obligates the County to contract with GCSO, the closest station to the project, to provide emergency services.
- GCSO is committed to being a good partner. However, GCSO cannot provide the requisite level of services to those within its boundaries and respond to calls outside its boundaries and existing mutual aid territory with limited district resources.

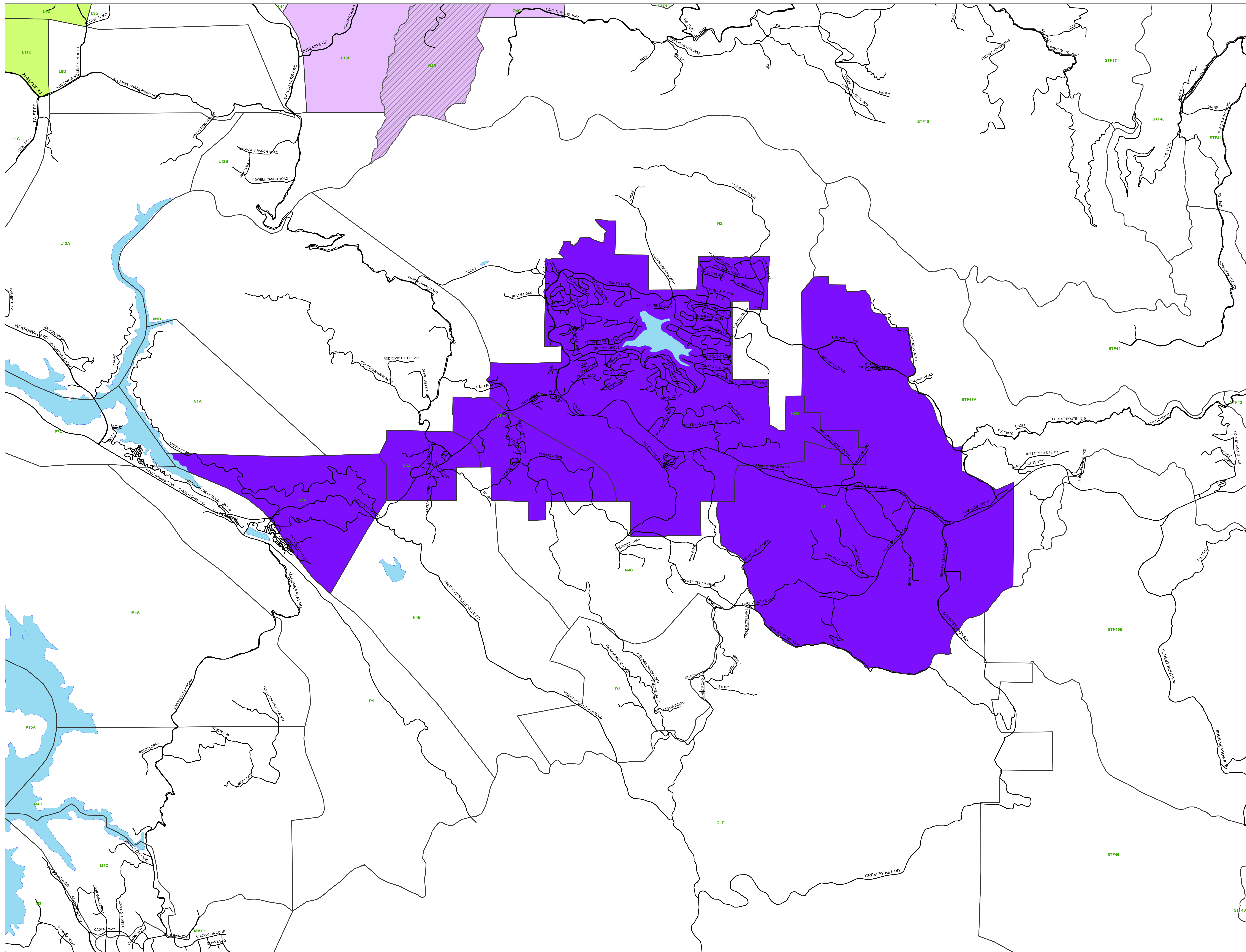
As each fire season grows in duration, GCSO is committed to finding ways to provide services and protect our residents. Part of our commitment is to continue to work with the County on a solution.

Sincerely,



Peter Kampa
General Manager

Attachment – GCSO Fire Response Boundary





Operations Report

Month of Review: November 2020

Information Provided by:

- Luis Melchor, Operations Manager
- Greg Dunn, Chief Plant Operator
- Rachel Pearlman, Administrative Services Technician
- Adam Ahlswede Operation

Wastewater Treatment Plant Flows

Influent Totals From: November 2020	
Total	3.19 MG
High	.15 MG
Low	.07 MG
Average	0.11 MG

Effluent Totals From: Plant: November 2020	
Total	3.20 MG
High	.18 MG
Low	.06 MG
Average	.11MG

Rainfall Totals at the Sewer Treatment Plant Month of November 2020	
Year	Total Rainfall-inches
2020	2.16 (High 0.70)
2019	2.19 (High 0.81)
2018	6.94 (High 2.12)
2017	5.55 (High 2.76)
2016	3.70 (High 2.07)
Current Season Total	2.2

Wasting Totals	
Total Inches	396
Total Pounds	7021

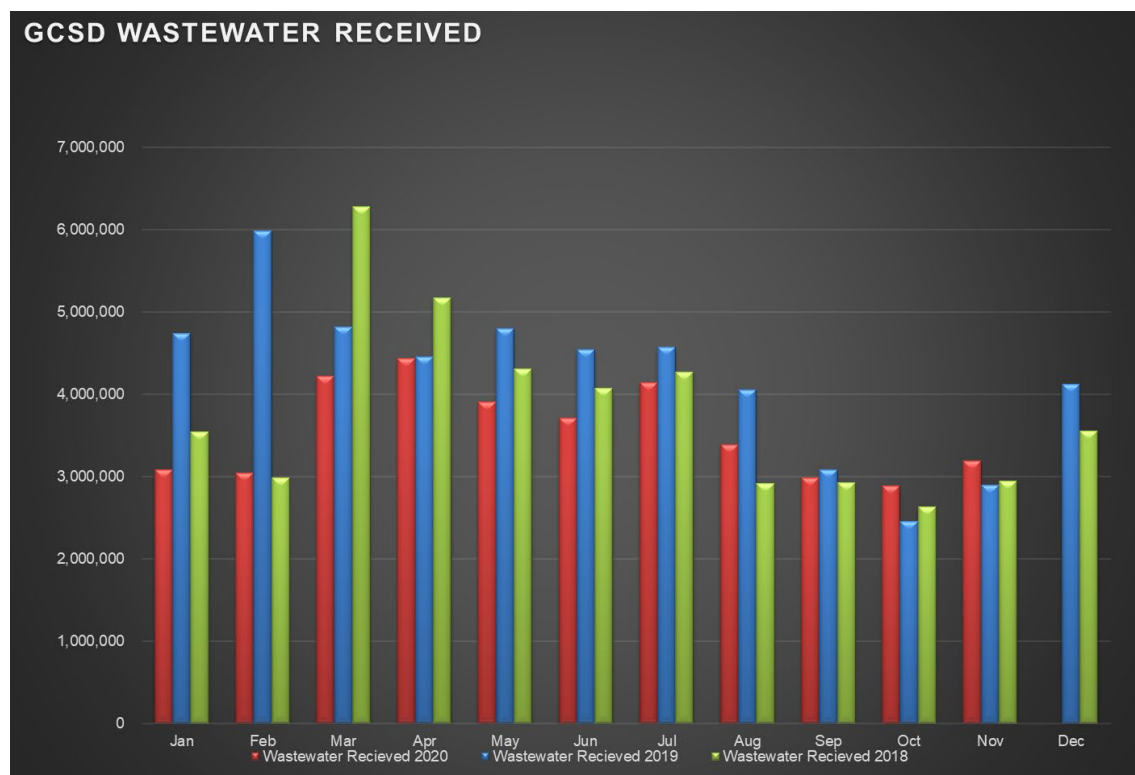
Reclamation Totals	
PML	0
Spray Fields	0
PML Season Total	0
Spray Fields Total	0

Active Sewer Accounts: 1560

Activities at the Wastewater Treatment Plant

- Took weekly Bac-Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Aqua Lab for testing
- Completed monthly Wastewater Report and sent to the State Water Resources Control Board
- Completed daily rounds and Lab
- Replaced power disconnect and breaker for STP Flights
- Cleaned, greased, adjusted, and made repairs to clarifier equipment
- Flushed drain for STP Screw Press

Current and Past Monthly Influent Totals



Wastewater Collections Department

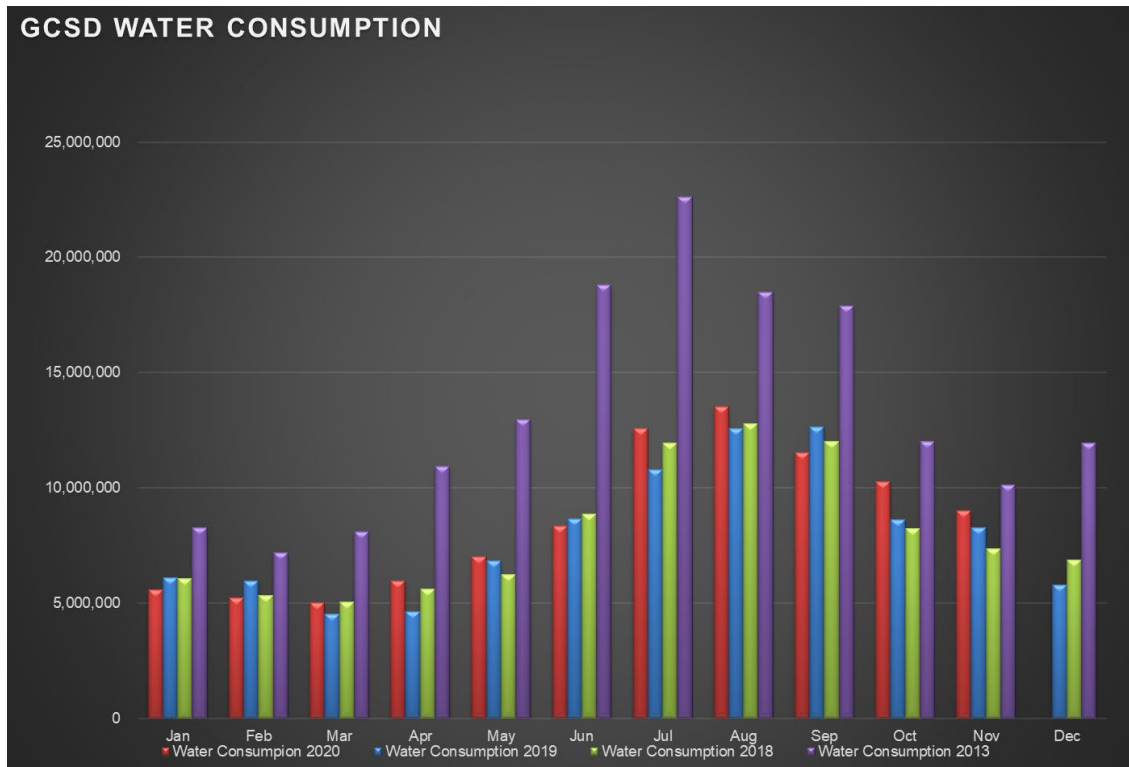
- Completed all Preventative Maintenance Check Sheets (PMCS) at all Lift Stations (weekly)
 - Added degreaser blocks at all Lift Stations
 - Added degreaser and odor control when needed
- Chemical flushed gravity sewer lines throughout the District for system maintenance
- Inspected and flushed problem manholes

- Hydro flushed multiple gravity lines throughout the District for system maintenance
- Repaired lower sewer lateral on Lower Skyridge
- Marked sewer lines for encroachment permits
- Cleaned Lift Stations: 9, 10, 11 & 12
- Replaced hour meter at Lift Station 9

Treated Water Department

- Submitted monthly Water Treatment Report to State Water Resources Control Board
- Submitted monthly Conservation Report to State Water Boards
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC
- Took weekly Treatment Plant samples and sent into Aqua Lab
- Took weekly distribution samples and sent into Aqua Lab
- Began installing new drain/flushing line for AWS Treatment plant
- Serviced Big Creek UV System

Current and Past Monthly Water Consumption



Distribution Department

- Monitored/sample Distribution Tank as needed
- Read all District Water Meters
- Normal day to day: Trouble calls (low press/high press, no water, shut off for repairs etc.)
- Completed weekly checks on Tank 4, Highlands Pump stations (Building, Pneumatic Tank, Pumps and MCC Cabinet)
- Responded and marked multiple USA throughout the District
- refilled auto flushers with dichlorination tablets
- cleaned drainage at 2G
- Made repair to concrete driveway from leak repair on Green Valley
- Repaired service leak on HWY 120 @ Deer Flat

Meter Related Services	Total
Check/repair meter	1
Install water meter	1
Monthly Meter Restrictions	0
Meter change outs	0
Read tenant out	4
Re-Read	27
Turn off meter	4
Turn on meter	2
Test meter	0
Total Distribution Issues	39

Active Water Accounts:3256

Billed Consumption 2020		Gallons
Residential		8,442,774
Commercial		561,985
Billed Consumption 2019		Gallons
Residential		7,655,446
Commercial		624,913

Construction and Maintenance

Description	Water	Sewer
Main line leaks	0	0
Main line break	1	0
Service leaks	1	0
Service breaks	0	0
Fire Hydrant replaced/repaired	0	0
Totals Per Service	2	0

Maintenance

- General yard maintenance around the District amenities (mow, weed eat, trash, debris removal, limb trees ETC)
- Cleaned around dumpster area and hauled cardboard to Moore Brothers
- Continuous Corp yard cleanup
- Repaired sink faucet in Admin Building
- Completed generator checks
- Serviced Ls-6 and Ls-3 generator
- Adjusted Ls-9 generator speed sensor to fix starting problem
- Cleaned out Ls-13 generator radiator
- Cleaned and disinfected all work vehicles
- Repaired Truck 10 side boards
- Completed 90-day bit inspections:
 - Dump truck and trailer
 - Vac-truck
 - Flush Truck
 - Engine 781
 - Engine 783
 - Engine 787
- Picked up new Bobcat for Operations
- New backhoe: Replaced engine belt and idler pulley; Replaced upper radiator hose; Cleaned out radiator and hydraulic cooler
- Old Bobcat: Began cleaning/disinfecting and putting together parts list for repairs
- Commissioned New service truck (replacing Truck 17)
- Replaced batteries on Flush truck
- Truck 3: Serviced; Replaced rear pinion seal; Rotated and balanced tires
- Vac-Truck: Serviced
- Dump Truck: Replaced tires

- Pioneer: Serviced
- Made Repairs to pontoon boat

Projects/Contract Work

- GIS Program
- Cartegraph Development
- Industrial Electrical Co
 - Adjusted soft starts for booster pumps at Highlands Pump Station
- Tellstar: Installed 5 Smart Covers on manholes in Collection System

After Hour Calls

- Staff had 15 after hour calls: 14 Water; 0 Sewer; 0 Park; 1 Other all resolved

Workplace Safety and Training

Weekly Safety Meetings and Training

- Daily Tailgate Meetings
- Weekly Safety Meetings
- Weekly Security Checks
- Weekly Vehicle Inspection
- SDRMA Safety Courses
- Began Training new meter reader
- iPad training for daily work assignments
- Monthly fire extinguisher checks

**REGULAR MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
November 10, 2020
10:00 a.m.**

The Board of Directors of Groveland Community Services District met via zoom in regular session on the above mentioned date with Directors Janice Kwiatkowski, President, Nancy Mora, Vice President, Robert Swan, John Armstrong and Spencer Edwards being present. Also present was Administrative Services Manager Jennifer Flores, Administrative Services Technician II Rachel Pearlman, Operations Manager Luis Melchor, and General Manager Pete Kampa.

Call to Order

Director Kwiatkowski called the meeting to order at 10:00 am.

Approve Order of Agenda

Motion

Director Armstrong moved, seconded by Director Swan and the motion passed unanimously by roll call to approve the order of the agenda.

Public Comment

None.

Information Items

Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda. Public comments will be taken after each report is provided.

- A. **Staff Reports**
 - i. Fire Department Report
 - ii. General Manager's Report
 - iii. Operations Manager's Report
 - iv. Administrative Services Manager's Report
- B. **Proclamations**
 - i. Recognition of Debbie Percoco for her 10 Years of Service to the Groveland Community Services District
 - ii. Recognition of Andrew Marshall for his Promotion to C&D Lead

Director Kwiatkowski left the meeting at 10:27am.

Director Kwiatkowski joined the meeting at 10:31am.

Consent Calendar

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

- A. Approve Minutes from the October 13, 2020 Regular Meeting
- B. Approve Minutes from the October 27, 2020 Special Meeting
- C. Accept October 2020 Payables

- D. Approval of the General Manager's Performance Objectives as Presented and Discussed During the October 27, 2020 Board Workshop
- E. Approval of the Excellence in Board Governance Program and Schedule Discussed During the October 27, 2020 Board Workshop
- F. Resolution Accepting an Exclusive Sewer Easement Grant Deed from Munir Javed and Saima Javed, APN 091-250-014-000
- G. Waive Reading of Ordinances and Resolutions Except by Title

Motion

Director Armstrong moved, seconded by Director Swan and the motion passed unanimously by roll call to approve the consent calendar.

Old Business

(Items tabled or carried forward from a previous meeting to be considered on this agenda. The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action).

- A. Discussion of Options to Provide Law Enforcement within the District Boundaries

Motion

Item 5A was tabled for further discussion until after the Fire Measure is placed on the Ballot in 2021.

Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Authorization to Submit an Application to Cal OES for the Special District Power Resiliency Grant Program and Authorize the General Manager to Sign the Application, Related Agreements and Certifications

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously by roll call to approve and ratify the submission of an application to Cal OES for the Special District Power Resiliency Grant Program and authorize the General Manager to sign the Application, related Agreements and Certifications.

- B. Adoption of a Resolution Approving the Revised Cooperative Fire Protection Agreement Between the District and CAL FIRE, Removing the Amador Plan Funding Requirements and Authorizing the General Manager to Sign

Motion

Director Armstrong moved, seconded by Director Swan and the motion passed unanimously by roll call to adopt Resolution 49-2020 approving the Revised Cooperative Fire Protection Agreement between the District and CAL FIRE, removing the Amador Plan Funding Requirements, and authorizing the General Manager to sign.

- C. Adoption of a Resolution Approving an Updated and Amended Miscellaneous Fee Schedule Adding Fees and Deposits Related to the District Encroachment Permit Process

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously by roll call to adopt Resolution 50-2020 approving an updated and amended Miscellaneous Fee Schedule adding Fees and Deposits related to the District Encroachment Permit process.

- D. Consideration of Authorization to Negotiate a Scope of Work and Fee with NBS Government Finance for the Preparation of the Analysis, Reports and Documentation Necessary for the Formation of a Community Facilities District for New Development within the District

Motion

Director Armstrong moved, seconded by Director Edwards and the motion passed unanimously by roll call to authorize the General Manager to negotiate a Scope of Work and Fee with NBS for the preparation of the Analysis, Reports and Documentation necessary for the formation of a Community Facilities District for New Development within the District.

- E. Adoption of a Resolution Adopting the 2016 Tuolumne-Stanislaus Integrated Regional Water Management Plan

Motion

Director Edwards moved, seconded by Director Swan and the motion passed unanimously by roll call to approve Resolution 51-2020 adopting the 2016 Tuolumne-Stanislaus Integrated Regional Water Management Plan.

- F. **TIMED AGENDA ITEM, TO BE PRESENTED AT 11:00AM** - Presentation of the District's Audited Financial Statements for Fiscal Year 2019/20 by Gilbert and Associates

Motion

Director Edwards moved, seconded by Director Swan and the motion passed unanimously by roll call to accept the FY 2019/2020 Audited Financial Statements.

Adjournment

Meeting adjourned at 12:18pm.

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Jennifer L. Flores, Board Secretary



ACCOUNTS PAYABLE CHECK LISTING

November, 2020
Fiscal Year 20/21
Board Approval Date _____

Accounts Payable

Checks



User: dpercoco
 Printed: 12/2/2020 8:13:16 AM

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
120	WFVendor	Wells Fargo Vendor Financial	11/24/2020	True	Used 2016 Bobcat Serial#ALM416402	\$45,000.00
19637	Adv02	Adventist Health Sonora	11/24/2020	True	Employment Physical	\$183.00
19638	BLU02	Anthem Blue Cross	11/24/2020	True	Insurance D. Beaudreau 12/1/20 - 2/28/21	\$1,023.72
19639	AQU01	Aqua Labs	11/24/2020	True	050 Water Lab Tests	\$6,560.00
19640	aqu5	Aqua Sierra Controls Inc.	11/24/2020	True	IT Services	\$1,130.67
19641	ATT02	AT&T	11/24/2020	True	Monthly Cal Net phone service	\$365.98
19642	Bus03	Business First	11/24/2020	True	24 ea. T-shirts for Volunteer Crew	\$264.89
19643	Cal21	CAL FIRE	11/24/2020	True	October 2019 Baseline Conservation Camp crew work-16Hrs.	\$3,686.07
19644	Com04	Comphel Heating & Air Conditioning, Inc.	11/24/2020	True	Admin HVAC Service call	\$158.00
19645	CWEA	CWEA	11/24/2020	True	Luis Melchor CWEA Membership renewal	\$192.00
19646	Doh01	Doherty Tire of Sonora, Inc.	11/24/2020	True	4 ea. Tires for Old dump Truck	\$1,668.01
19647	flo01	Flores, Jennifer	11/24/2020	True	Monthly Internet Stipend	\$100.00
19648	G301	G3 Engineering, Inc.	11/24/2020	True	5 ea. Smart Covers, 5 ea. Active site monitoring for 1 yr. Sewer	\$26,562.13
19649	GCS02	GCS&D	11/24/2020	True	GCS&D Water Bill	\$7,220.72
19650	GEN01	General Plumbing Supply	11/24/2020	True	C & D Stock	\$80.51
19651	H&S	H & S Parts and Service	11/24/2020	True	Parts for Dump truck	\$756.32
19652	Hun02	Hunt & Sons, Inc.	11/24/2020	True	Fuel & Oil	\$786.52
19653	Int03	IBS of Sacramento Valley	11/24/2020	True	1 ea. Battery for Truck #19 and 1 core return	\$146.00
19654	JSW02	J.S. West Propane Gas	11/24/2020	True	Propane	\$306.37
19655	Kam02	Kampa, Peter	11/24/2020	True	Monthly Internet Stipend	\$100.00
19656	NBS01	NBS Government Finance Group	11/24/2020	True	Prof. services thru 10/31/20 for Development Impact Fee Study	\$1,900.00
19657	pax01	Pax Water Technologies	11/24/2020	True	Tank #2 Mixer	\$21,222.59
19658	Pea01	Pearlman, Rachel	11/24/2020	True	Monthly Internet Stipend	\$100.00
19659	Pri04	PLIC-SBD Grand Island	11/24/2020	True	Monthly Dental, Vision, Life & LTD Insurance	\$3,324.42
19660	Rus01	Rush Advertising Specialties	11/24/2020	True	24 caps/uniforms	\$436.99
19661	Saw01	Sawyer, Shane	11/24/2020	True	2 pair boots reimbursed for Shane Sawyer	\$346.25
19662	son12	Sonora Ford	11/24/2020	True	Bolts & Plates for Truck #10	\$427.34
19663	son14	Sonora Lumber Co.	11/24/2020	True	Wood & Sealer for replacing deck on Car Trailer	\$544.23
19664	Sprbrk	Springbrook Holding Co. LLC	11/24/2020	True	SaaS Migration Professional Services from V7.17 to Cloud Fire	\$1,275.00
19665	Sta15	Staples Credit Plan	11/24/2020	True	station office supplies	\$293.68
19666	TIR01	The Tire Shop	11/24/2020	True	Balance 4 tires for Truck #18	\$32.00
19667	UNI05	Univar Solutions	11/24/2020	True	1599.793 gallons Ammonia Hydroxide for WTP	\$5,318.91
19668	Van01	VanDyk, Renee	11/24/2020	True	Monthly Internet Stipend	\$100.00

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
19669	Ver03	Verizon Wireless 7706	11/24/2020	True	Monthly Auto Dialers	\$138.54
19670	Wells	Wells Fargo Bank, N.A.	11/24/2020	True	Monthly Lease on Admin Copier	\$359.29
19671	ZEE01	Zee Medical Service Co	11/24/2020	True	First Aid Supplies	\$288.34
115798	OE3	Operating Engineers Local #3	11/20/2020	True	PR Batch 00002.11.2020 Oper Engin Union Dues	\$336.05
902219	CAL09	CalPers 457 Plan Administrator	11/20/2020	True	PR Batch 00002.11.2020 CalPers Def Comp	\$1,000.00
902220	DCSS	Dept of Child Support Services	11/20/2020	True	PR Batch 00002.11.2020 Wage Garnish Child Support	\$205.03
902221	EDD01	EDD - Electronic	11/20/2020	True	PR Batch 00002.11.2020 SDI - Employee	\$2,319.88
902222	FedEFTPS	Federal EFTPS	11/20/2020	True	PR Batch 00002.11.2020 Federal Income Tax	\$12,340.78
902223	Orion	Orion Portfolio Solutions	11/20/2020	True	PR Batch 00002.11.2020 Orion 457	\$830.00
902224	PER01	Pers - Electronic	11/20/2020	True	PR Batch 00002.11.2020 2nd Tier PERS	\$7,534.32
19634	Joh03	John L. Sullivan Chevrolet	11/18/2020	True	2020 Chevy Silverado 6500 Crane Truck-1HTKJPVM2LH376704	\$143,765.09
19635	joI01	Jolley, Bryant L.	11/18/2020	True	2019/20 Financial Statement Audit	\$13,750.00
19636	Zim01	Zima Corp.-Kusters Water Division	11/18/2020	True	60% Deposit for 2 ea. RDS Rotary Drum screens, 2 ea. SWP Washer	\$86,400.00
19565	AIR01	Airgas USA, LLC	11/10/2020	True	Refilled bottle for shop	\$178.59
19566	am01	AM Consulting Engineers, Inc.	11/10/2020	True	District Parking lot pavement-Revised bid documents	\$16,833.94
19567	AWWA	American Water Works Assoc	11/10/2020	True	Adam Ahlswede AWWA Membership renewal	\$105.00
19568	BLU01	Anthem Blue Cross	11/10/2020	True	Retired Emp Health Ins.	\$16,514.44
19569	AQU01	Aqua Labs	11/10/2020	True	050 Water Lab Tests	\$4,760.00
19570	UB*02707	Avey, Joel & Sydney	11/10/2020	True	Refund Check	\$17.77
19571	UB*02724	Billman, Jamie	11/10/2020	True	Refund Check	\$7.83
19572	UB*02709	Bird, Marilyn	11/10/2020	True	Refund Check	\$60.14
19573	UB*02723	Brasesco, Shirley	11/10/2020	True	Refund Check	\$317.91
19574	BUR01	Burton's Fire Inc	11/10/2020	True	Transducer, Weldon 2-wire step for Engine #781	\$239.36
19575	CAR06	Carbon Copy Inc.	11/10/2020	True	Monthly Copier Usage	\$46.50
19576	UB*02711	Case, John	11/10/2020	True	Refund Check	\$71.67
19577	Cle03	CleanSmith Solutions	11/10/2020	True	Disinfection Services	\$1,600.00
19578	Datapros	Dataprose LLC Attn AR	11/10/2020	True	Monthly UB Statement Processing	\$1,860.41
19579	UB*02691	Dietmeyer, John	11/10/2020	True	Refund Check	\$35.79
19580	DIS01	Dish Network	11/10/2020	True	Satellite TV for FD	\$62.55
19581	DRU01	Drugtech Toxicology Services, LLC	11/10/2020	True	Consortium DOT Tests	\$76.00
19582	EDIS01	E.D.I.S.	11/10/2020	True	Admin Supplemental Health Ins. 40%	\$2,117.85
19583	UB*02717	Engen, Mathew & Heather	11/10/2020	True	Refund Check	\$19.06
19584	Fas02	Fastenal	11/10/2020	True	Maintenance Supplies	\$1,867.42
19585	Ferg01	Ferguson Enterprises Inc. #1423	11/10/2020	True	12 ea. Meter box, 12 ea. Meter box lids for Distribution stock	\$1,442.78
19586	UB*02722	Ferraro, Peter	11/10/2020	True	Refund Check	\$83.55
19587	FOO01	Foothill-Sierra Pest Control	11/10/2020	True	Pest Control	\$157.00
19588	GCS01	GCSO Petty Cash	11/10/2020	True	Certified mail	\$6.40
19589	GEN01	General Plumbing Supply	11/10/2020	True	Plumbing Supplies/Repair Parts	\$2,743.55
19590	gilb01	Gilbert Associates, Inc.	11/10/2020	True	CPA Services	\$3,100.00
19591	GRA04	Grainger	11/10/2020	True	1 ea. Red pass plus Annual membership for free shipping on order	\$138.35
19592	HAC01	Hach	11/10/2020	True	Reagent for WTP	\$1,424.80
19593	HIT01	Hi-Tech E V S, Inc	11/10/2020	True	1 ea. classic gauge for Engine #783	\$64.41
19594	Hun02	Hunt & Sons, Inc.	11/10/2020	True	Fuel & Oil	\$2,411.51

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
19595	Int03	IBS of Sacramento Valley	11/10/2020	True	4 Batteries for Rngine #781	\$962.37
19596	ind04	Industrial Electrical Co.	11/10/2020	True	STP, LS#16, 2G & Big Creek Service Calls for Generators	\$9,095.11
19597	UB*02719	Jamsheed, Eran	11/10/2020	True	Refund Check	\$64.57
19598	KC Auto	KC Auto Parts	11/10/2020	True	October Auto Supplies	\$705.69
19599	KC01	KC Courier, LLC	11/10/2020	True	Monthly Courier Service	\$372.38
19600	UB*02716	Kutulas, Rocky and Suzette	11/10/2020	True	Refund Check	\$5.32
19601	UB*02721	Mangiarelli, Mary Jo	11/10/2020	True	Refund Check	\$3.03
19602	UB*02710	Margossian, Stephan	11/10/2020	True	Refund Check	\$235.74
19603	UB*02712	Marks, Evan & Lisa	11/10/2020	True	Refund Check	\$100.52
19604	dic02	Matthew Dickens	11/10/2020	True	CWEA Cert renewal for Matt Dickens	\$459.00
19605	MOO01	Moore Bros. Scavenger Co., Inc.	11/10/2020	True	Garbage Service	\$637.28
19606	MOT03	Mother Lode Answering Service	11/10/2020	True	Monthly Call Forward/Paging	\$204.00
19607	MOU03	Mountain Oasis Water Systems	11/10/2020	True	Bottled Water	\$147.00
19608	Nat06	Nationwide Long Distance Service, Inc.	11/10/2020	True	Monthly Long Distance Fee	\$27.53
19609	UB*02713	Orbis Financial, LLC	11/10/2020	True	Refund Check	\$7.29
19610	Oreil	O'Reilly Auto Parts	11/10/2020	True	Auto Parts	\$1,651.07
19611	per04	Percoco, Ronald	11/10/2020	True	Monthly Uniform Laundering	\$2,268.00
19612	PGE01	PG&E	11/10/2020	True	Monthly Electric Charges	\$659.54
19613	pml01	PML Hardware & Supply Inc.	11/10/2020	True	Monthly Hardware supplies	\$497.94
19614	pre02	Presidio Systems, Inc	11/10/2020	True	2 days of CCTV, Mark location for BOF sewer easement so of 120	\$8,000.00
19615	SUE01	Ray Suess Insurance & Invst	11/10/2020	True	Retired Members Medical	\$5,106.31
19616	UB*02715	Salles, Douglas	11/10/2020	True	Refund Check	\$18.41
19617	SFPUC	San Francisco Public Uilties Commission	11/10/2020	True	Monthly Water Purchase	\$557.82
19618	UB*02720	Shturman, Eduard & Marina	11/10/2020	True	Refund Check	\$68.85
19619	son12	Sonora Ford	11/10/2020		VOIDED	Voided
19620	UB*02708	Stone, Beverly	11/10/2020	True	Refund Check	\$28.29
19621	SWR02	SWRCB	11/10/2020	True	VOIDED	Voided
19622	syn01	Synagro WWT, Inc.	11/10/2020	True	27.61 wwtp Land application to Silva	\$1,910.34
19623	UB*02718	Tevelev, Anatoli	11/10/2020	True	Refund Check	\$94.24
19624	TIR01	The Tire Shop	11/10/2020	True	Mount/Balance 4 tires for Engine #786	\$578.83
19625	UB*02714	Thurman, Jim & Barbara	11/10/2020	True	Refund Check	\$383.43
19626	TRO01	Trotter Welding & Steel Supply	11/10/2020	True	Steel for Car Trailer deck	\$122.58
19627	TUO01	Tuo. Co. Public Power Agency	11/10/2020	True	Public Power Purchase	\$12,744.76
19628	UMP01	UMPQUA Bank	11/10/2020	True	October Credit Card Purchases	\$3,114.32
19629	USA01	Underground Service Alert	11/10/2020	True	2020 Membership for 811	\$150.00
19630	ups9	UPS	11/10/2020	True	Shipping to Calgon	\$20.76
19631	USD01	USDA-Forest Service	11/10/2020	True	2021 Special uses Water trans pipeline-Land use fee	\$104.84
19632	Ver02	Verizon Wireless 5298	11/10/2020	True	Monthly Cell Phone	\$837.90
19633	Wells	Wells Fargo Bank, N.A.	11/10/2020	True	Monthly Lease on Admin Copier	\$417.07
115797	OE3	Operating Engineers Local #3	11/9/2020	True	PR Batch 00001.11.2020 Oper Engin Union Dues	\$310.20
902213	CAL09	CalPers 457 Plan Administrator	11/9/2020	True	PR Batch 00001.11.2020 CalPers Def Comp	\$1,000.00
902214	DCSS	Dept of Child Support Services	11/9/2020	True	PR Batch 00001.11.2020 Wage Garnish Child Support	\$205.03
902215	EDD01	EDD - Electronic	11/9/2020	True	PR Batch 00001.11.2020 Employmt Training Tax	\$2,189.85

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
902216	FedEFTPS	Federal EFTPS	11/9/2020	True	PR Batch 00001.11.2020 Medicare Employer Portion	\$12,754.92
902217	Orion	Orion Portfolio Solutions	11/9/2020	True	PR Batch 00001.11.2020 457 Deferred Compensation	\$930.00
902218	PER01	Pers - Electronic	11/9/2020	True	PR Batch 00001.11.2020 PERS Employer Expense DD Payroll	\$7,263.53 \$68,710.40
					Total AP	\$604,970.28

TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: December 8, 2020

SUBJECT: Agenda Item 5C. Approval of Declaration of Surplus Equipment
and Authorize Their Sale by Public Bid

RECOMMENDED ACTION:

Staff recommends the following action:

I move to approve declaration of surplus equipment and authorize their sale by public bid.

BACKGROUND:

Staff has identified District assets that are no longer needed, or the useful lifespan of the equipment has expired. Staff has set a minimum bid of items to be sold as surplus if approved by the Board. If approved by the Board, District surplus vehicles and equipment will be available for inspection at the District on December 21, 2020 between the hours of 8am-11am. All bids must be submitted to the District in a sealed envelope by 4:00pm on December 29, 2020 and must include a description of the item, a bid amount, and the bidder's contact information. Members of the public are invited to witness the opening of the bids by the Operations Supervisor, Adam Ahlswede on December 30, 2020 at 10am via Zoom at the link provided of the flyer.

ATTACHMENTS:

1. Flyer for Surplus Sale

FINANCIAL IMPACT:

Revenue for equipment deemed unusable to the District. All bids accepted from the Surplus Sale will go into the Sale of Assets fund.

G.C.S.D. SURPLUS EQUIPMENT

A starburst graphic with the word "SALE!" written in a bold, slanted font, pointing towards the equipment list.

Vehicles and Equipment:

2004 Chevy 5.3L 4x4 Silverado 1500 Long Bed	\$1,700
26Ft. Pontoon Boat Johnson 55hp Motor (no trailer)	\$900
E-Z-GO TXT Golf Cart (gas)	\$1,000
1984 GMC 7000 Grumman Fire Truck	\$5,000
1976 International Loadstar 1800 Vacuum Truck	\$2,000
Katolight Generator 92KW 277/480V (Diesel)	\$800
Kohler 6.5hp 3" Water Pump	\$60
Wacker PT-2 2.5 Trash Pump	\$60
Echo PB-650H 2 Stroke Backpack Blower	\$60
Echo PB-755 2 Stroke Backpack Blower	\$60
Poulan Chain Saw Model P3314 33cc/14" bar	\$50
Smithco Tractor 3 Point Hook Up Weed Sprayer	\$50
50 Gallon Transfer Fuel Tank	\$50

Prices listed are minimum bid.

Items will be sold to the highest bidder and sold "AS IS" .

Please submit your bid in writing by :

3 p.m. on Tuesday, December 29th. Bids may be delivered in the drop box located at the G.C.S.D. Administration Office at 18966 Ferretti Rd. M-F 9am - 4pm, or mailed to P.O. Box 350, Groveland, CA 95321.

All bids must be submitted in a sealed envelope and must include a description of the item, a bid amount, and the bidder's contact information. Members of the public are invited to witness the opening of the bids on

Wednesday, December 30th at 10:00 a.m. via Zoom at the link below:

[https://us02web.zoom.us/j/7152150423?
pwd=WVpMSXRpaTYxZHZoQVNhTWcyUXZpQT09](https://us02web.zoom.us/j/7152150423?pwd=WVpMSXRpaTYxZHZoQVNhTWcyUXZpQT09)

Meeting ID: 715 215 0423 Passcode: 71kcsa

**All vehicles/equipment will be available for inspection
on December 21st between the hours of 8am-11am.**

**MASKS AND SOCIAL DISTANCING IS A REQUIREMENT PER COVID-19
GUIDELINES .**



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: December 8, 2020

SUBJECT: Agenda Item 7A. Adoption of a Resolution Authorizing the Execution and Delivery of a Loan Agreement, and Authorizing and Directing Certain Actions in Connection with the Refinancing of Prior Obligations

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 53-2020 authorizing the execution and delivery of a Loan Agreement and authorizing and directing certain actions in connection with the refinancing of prior obligations.

BACKGROUND:

Throughout the past couple of months, management has been working with the Municipal Finance Corporation in the preparation of the necessary documentation and agreement to accomplish a refinance of the 2013 Water Installment Sale Agreement and the 2014 Water Debt Service. The low market interest rates currently being experienced is what prompted District management to look into possible refinance of these debts. Attached hereto are a couple of documents surrounding the refinancing of these debts including the Loan Agreement and Refunding Analysis.

One of the directions staff provided to Municipal Finance Corporation was to look into the possibility of consolidating the two water debts into a single loan/debt. Municipal Finance Corporation was able to get the lender to combine these two debts into one loan. This consolidation will ease the administration effort surrounding the management and repayment of this debt.

Refinancing the 2013 Water Installment Sale Agreement and the 2014 Water Debt Service results in a net present value savings of \$126,732.74. The new interest rate will not exceed 2.35% and the debt will be paid off in July 2027, which was the original payoff date prior to refinancing.

Bill Morton with Municipal Finance Corporation is who the District has been working with through this process and will be present at today's meeting to provide a presentation of the refinancing and to answer questions.

ATTACHMENTS:

1. Refunding Analysis
2. Loan Agreement
3. Resolution 53-2020

SOURCES AND USES OF FUNDS

Groveland Community Services District 2021 Refunding Bonds

Sources:	<i>Refunding of 2014 Water Revenue Bonds</i>	<i>Refunding of 2013 Installment Sale Agreement</i>	<i>Total</i>
Bond Proceeds:			
Par Amount	1,809,155.75	1,090,023.20	2,899,178.95
Other Sources of Funds:			
Funds on Hand	378,519.80	316,621.21	695,141.01
	2,187,675.55	1,406,644.41	3,594,319.96
Uses:	<i>Refunding of 2014 Water Revenue Bonds</i>	<i>Refunding of 2013 Installment Sale Agreement</i>	<i>Total</i>
Refunding Escrow Deposits:			
Cash Deposit	2,172,074.96	1,397,245.00	3,569,319.96
Delivery Date Expenses:			
Cost of Issuance	15,600.59	9,399.41	25,000.00
	2,187,675.55	1,406,644.41	3,594,319.96

BOND DEBT SERVICE**Groveland Community Services District
Refunding of 2014 Water Revenue Bonds**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
07/10/2021	129,617.56	2.350%	21,257.58	150,875.14	150,875.14
01/10/2022	131,915.56	2.350%	19,734.57	151,650.13	
07/10/2022	131,915.57	2.350%	18,184.57	150,100.14	301,750.27
01/10/2023	135,033.90	2.350%	16,634.56	151,668.46	
07/10/2023	135,033.90	2.350%	15,047.91	150,081.81	301,750.27
01/10/2024	138,225.95	2.350%	13,461.26	151,687.21	
07/10/2024	138,225.95	2.350%	11,837.11	150,063.06	301,750.27
01/10/2025	141,493.46	2.350%	10,212.95	151,706.41	
07/10/2025	141,493.46	2.350%	8,550.40	150,043.86	301,750.27
01/10/2026	144,838.21	2.350%	6,887.86	151,726.07	
07/10/2026	144,838.20	2.350%	5,186.01	150,024.21	301,750.28
01/10/2027	148,262.01	2.350%	3,484.16	151,746.17	
07/10/2027	148,262.02	2.350%	1,742.08	150,004.10	301,750.27
	1,809,155.75		152,221.02	1,961,376.77	1,961,376.77

BOND DEBT SERVICE

**Groveland Community Services District
Refunding of 2013 Installment Sale Agreement**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
07/10/2021	93,297.97	2.350%	12,807.77	106,105.74	106,105.74
01/10/2022	94,952.07	2.350%	11,711.52	106,663.59	
07/10/2022	94,952.07	2.350%	10,595.83	105,547.90	212,211.49
01/10/2023	97,196.63	2.350%	9,480.15	106,676.78	
07/10/2023	97,196.63	2.350%	8,338.09	105,534.72	212,211.50
01/10/2024	99,494.25	2.350%	7,196.03	106,690.28	
07/10/2024	99,494.25	2.350%	6,026.97	105,521.22	212,211.50
01/10/2025	101,846.18	2.350%	4,857.91	106,704.09	
07/10/2025	101,846.18	2.350%	3,661.22	105,507.40	212,211.49
01/10/2026	209,746.97	2.350%	2,464.53	212,211.50	
07/10/2026					212,211.50
	1,090,023.20		77,140.02	1,167,163.22	1,167,163.22

BOND DEBT SERVICE**Groveland Community Services District
2021 Refunding Bonds**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
07/10/2021	222,915.53	2.350%	34,065.35	256,980.88	256,980.88
01/10/2022	226,867.63	2.350%	31,446.09	258,313.72	
07/10/2022	226,867.64	2.350%	28,780.40	255,648.04	513,961.76
01/10/2023	232,230.53	2.350%	26,114.71	258,345.24	
07/10/2023	232,230.53	2.350%	23,386.00	255,616.53	513,961.77
01/10/2024	237,720.20	2.350%	20,657.29	258,377.49	
07/10/2024	237,720.20	2.350%	17,864.08	255,584.28	513,961.77
01/10/2025	243,339.64	2.350%	15,070.86	258,410.50	
07/10/2025	243,339.64	2.350%	12,211.62	255,551.26	513,961.76
01/10/2026	354,585.18	2.350%	9,352.39	363,937.57	
07/10/2026	144,838.20	2.350%	5,186.01	150,024.21	513,961.78
01/10/2027	148,262.01	2.350%	3,484.16	151,746.17	
07/10/2027	148,262.02	2.350%	1,742.08	150,004.10	301,750.27
	2,899,178.95		229,361.04	3,128,539.99	3,128,539.99

SAVINGS

Groveland Community Services District 2021 Refunding Bonds

<i>Date</i>	<i>Prior Debt Service</i>	<i>Refunding Debt Service</i>	<i>Savings</i>	<i>Annual Savings</i>	<i>Present Value to 01/10/2021 @ 2.3500001%</i>
07/10/2021	215,047.90	256,980.88	(41,932.98)	(41,932.98)	(41,445.99)
01/10/2022	474,496.91	258,313.72	216,183.19		211,191.04
07/10/2022	210,248.10	255,648.04	(45,399.94)	170,783.25	(43,836.48)
01/10/2023	479,697.10	258,345.24	221,351.86		211,246.89
07/10/2023	205,263.29	255,616.53	(50,353.24)	170,998.62	(47,496.47)
01/10/2024	484,712.29	258,377.49	226,334.80		211,014.38
07/10/2024	200,093.48	255,584.28	(55,490.80)	170,844.00	(51,133.85)
01/10/2025	489,542.49	258,410.50	231,131.99		210,510.79
07/10/2025	194,738.68	255,551.26	(60,812.58)	170,319.41	(54,743.75)
01/10/2026	494,187.69	363,937.57	130,250.12		115,890.01
07/10/2026	189,198.88	150,024.21	39,174.67	169,424.79	34,450.85
01/10/2027	189,198.88	151,746.17	37,452.71		32,554.02
07/10/2027	189,198.54	150,004.10	39,194.44	76,647.15	33,672.29
	4,015,624.23	3,128,539.99	887,084.24	887,084.24	821,873.75

Savings Summary

PV of savings from cash flow	821,873.75
Less: Prior funds on hand	(695,141.01)
Net PV Savings	126,732.74

SAVINGS

Groveland Community Services District Refunding of 2014 Water Revenue Bonds

<i>Date</i>	<i>Prior Debt Service</i>	<i>Refunding Debt Service</i>	<i>Savings</i>	<i>Annual Savings</i>	<i>Present Value to 01/10/2021 @ 2.3500001%</i>
07/10/2021	189,198.87	150,875.14	38,323.73	38,323.73	37,878.66
01/10/2022	189,198.88	151,650.13	37,548.75		36,681.67
07/10/2022	189,198.87	150,100.14	39,098.73	76,647.48	37,752.26
01/10/2023	189,198.87	151,668.46	37,530.41		35,817.10
07/10/2023	189,198.87	150,081.81	39,117.06	76,647.47	36,897.77
01/10/2024	189,198.87	151,687.21	37,511.66		34,972.53
07/10/2024	189,198.87	150,063.06	39,135.81	76,647.47	36,063.00
01/10/2025	189,198.88	151,706.41	37,492.47		34,147.46
07/10/2025	189,198.87	150,043.86	39,155.01	76,647.48	35,247.51
01/10/2026	189,198.88	151,726.07	37,472.81		33,341.42
07/10/2026	189,198.88	150,024.21	39,174.67	76,647.48	34,450.85
01/10/2027	189,198.88	151,746.17	37,452.71		32,554.02
07/10/2027	189,198.54	150,004.10	39,194.44	76,647.15	33,672.29
	2,459,585.03	1,961,376.77	498,208.26	498,208.26	459,476.54

Savings Summary

PV of savings from cash flow	459,476.54
Less: Prior funds on hand	(378,519.80)
Net PV Savings	80,956.74

SAVINGS

Groveland Community Services District Refunding of 2013 Installment Sale Agreement

<i>Date</i>	<i>Prior Debt Service</i>	<i>Refunding Debt Service</i>	<i>Savings</i>	<i>Annual Savings</i>	<i>Present Value to 01/10/2021 @ 2.3500001%</i>
07/10/2021	25,849.03	106,105.74	(80,256.71)	(80,256.71)	(79,324.65)
01/10/2022	285,298.03	106,663.59	178,634.44		174,509.38
07/10/2022	21,049.23	105,547.90	(84,498.67)	94,135.77	(81,588.74)
01/10/2023	290,498.23	106,676.78	183,821.45		175,429.79
07/10/2023	16,064.42	105,534.72	(89,470.30)	94,351.15	(84,394.24)
01/10/2024	295,513.42	106,690.28	188,823.14		176,041.85
07/10/2024	10,894.61	105,521.22	(94,626.61)	94,196.53	(87,196.85)
01/10/2025	300,343.61	106,704.09	193,639.52		176,363.33
07/10/2025	5,539.81	105,507.40	(99,967.59)	93,671.93	(89,991.25)
01/10/2026	304,988.81	212,211.50	92,777.31		82,548.59
07/10/2026				92,777.31	
	1,556,039.20	1,167,163.22	388,875.98	388,875.98	362,397.20

Savings Summary

PV of savings from cash flow	362,397.20
Less: Prior funds on hand	(316,621.21)
Net PV Savings	45,775.99

FORM 8038 STATISTICS

Groveland Community Services District 2021 Refunding Bonds

Dated Date 01/10/2021
Delivery Date 01/10/2021

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond:						
	07/10/2021	129,617.56	2.350%	100.000	129,617.56	129,617.56
	01/10/2022	131,915.56	2.350%	100.000	131,915.56	131,915.56
	07/10/2022	131,915.57	2.350%	100.000	131,915.57	131,915.57
	01/10/2023	135,033.90	2.350%	100.000	135,033.90	135,033.90
	07/10/2023	135,033.90	2.350%	100.000	135,033.90	135,033.90
	01/10/2024	138,225.95	2.350%	100.000	138,225.95	138,225.95
	07/10/2024	138,225.95	2.350%	100.000	138,225.95	138,225.95
	01/10/2025	141,493.46	2.350%	100.000	141,493.46	141,493.46
	07/10/2025	141,493.46	2.350%	100.000	141,493.46	141,493.46
	01/10/2026	144,838.21	2.350%	100.000	144,838.21	144,838.21
	07/10/2026	144,838.20	2.350%	100.000	144,838.20	144,838.20
	01/10/2027	148,262.01	2.350%	100.000	148,262.01	148,262.01
	07/10/2027	148,262.02	2.350%	100.000	148,262.02	148,262.02
Term Bond:						
	07/10/2021	93,297.97	2.350%	100.000	93,297.97	93,297.97
	01/10/2022	94,952.07	2.350%	100.000	94,952.07	94,952.07
	07/10/2022	94,952.07	2.350%	100.000	94,952.07	94,952.07
	01/10/2023	97,196.63	2.350%	100.000	97,196.63	97,196.63
	07/10/2023	97,196.63	2.350%	100.000	97,196.63	97,196.63
	01/10/2024	99,494.25	2.350%	100.000	99,494.25	99,494.25
	07/10/2024	99,494.25	2.350%	100.000	99,494.25	99,494.25
	01/10/2025	101,846.18	2.350%	100.000	101,846.18	101,846.18
	07/10/2025	101,846.18	2.350%	100.000	101,846.18	101,846.18
	01/10/2026	209,746.97	2.350%	100.000	209,746.97	209,746.97
		2,899,178.95			2,899,178.95	2,899,178.95

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	07/10/2027	2.350%	148,262.02	148,262.02		
Entire Issue			2,899,178.95	2,899,178.95	3.3665	2.3500%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	25,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	3,569,319.96
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	3.4093
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	01/10/2021

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	3,569,319.96
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	3.4093
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

Groveland Community Services District 2021 Refunding Bonds

Refunded Bonds

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>
2013 Water Revenue Installment Sale Agreement:					
TERM	01/10/2022	259,449.00	3.700%	100.000	259,449.00
TERM	01/10/2023	269,449.00	3.700%	100.000	269,449.00
TERM	01/10/2024	279,449.00	3.700%	100.000	279,449.00
TERM	01/10/2025	289,449.00	3.700%	100.000	289,449.00
TERM	01/10/2026	299,449.00	3.700%	100.000	299,449.00
		1,397,245.00			1,397,245.00
2014 Water Revenue Bonds:					
TERM	07/10/2021	149,558.50	3.650%	100.000	149,558.50
TERM	01/10/2022	152,287.95	3.650%	100.000	152,287.95
TERM	07/10/2022	155,067.20	3.650%	100.000	155,067.20
TERM	01/10/2023	157,897.18	3.650%	100.000	157,897.18
TERM	07/10/2023	160,778.80	3.650%	100.000	160,778.80
TERM	01/10/2024	163,713.01	3.650%	100.000	163,713.01
TERM	07/10/2024	166,700.78	3.650%	100.000	166,700.78
TERM	01/10/2025	169,743.07	3.650%	100.000	169,743.07
TERM	07/10/2025	172,840.88	3.650%	100.000	172,840.88
TERM	01/10/2026	175,995.23	3.650%	100.000	175,995.23
TERM	07/10/2026	179,207.14	3.650%	100.000	179,207.14
TERM	01/10/2027	182,477.67	3.650%	100.000	182,477.67
TERM	07/10/2027	185,807.55	3.650%	100.000	185,807.55
		2,172,074.96			2,172,074.96
		3,569,319.96			3,569,319.96

	<i>Last Call Date</i>	<i>Issue Date</i>	<i>Remaining Weighted Average Maturity</i>
2013 Water Revenue Installment Sale Agreement	01/10/2021	02/21/2013	3.0716
2014 Water Revenue Bonds	01/10/2021	02/27/2014	3.6265
All Refunded Issues	01/10/2021		3.4093

LOAN AGREEMENT

This LOAN AGREEMENT (this “Loan Agreement”), dated as of January 10, 2021, is between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and existing under the laws of the State of California (the “Corporation”), as lender, and the GROVELAND COMMUNITY SERVICES DISTRICT, a community services district duly organized and existing under the Community Services District Law of the State of California (the “District”), as borrower.

BACKGROUND:

1. The District owns and operates a system for the supply, treatment and distribution of water within the service area of the District (the “Water System”).
2. In order to provide funds to finance improvements to the Water System, the District previously incurred the following obligations (collectively, the “Prior Obligations”):
 - (a) Installment Sale Agreement dated as of February 1, 2013 between the District and the Groveland/Tuolumne Financing Authority; and
 - (b) Indenture of Trust dated as of February 1, 2014 between the District and The Bank of New York Mellon Trust Company, N.A. (Water Revenue Refunding Bonds, Series 2014);
3. The District has determined that it is in its best interests at this time to refinance the Prior Obligations and thereby realize interest savings, and in order to provide funds for that purpose the District has determined to borrow the amount of \$_____ from the Corporation as provided herein (the “Loan”), to be made in two installments in the amount of \$_____ (the “Series A Loan Installment”) and in the amount of \$_____ (the “Series B Loan Installment”).
4. The District is authorized to borrow amounts for the purpose of refinancing the Prior Obligations under the laws of the State of California, including the provisions of Article 10, Chapter 3, Part 1, Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code.
5. The repayment of the Loan will be payable from and secured by a pledge of and lien on the net revenues from the operation of the Water System as provided herein.

AGREEMENT:

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Corporation formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND APPENDICES

SECTION 1.1. *Definitions.* All terms defined in this Section have the meanings herein specified for all purposes of this Loan Agreement.

“Additional Revenues” means, with respect to the issuance of any Parity Obligations, an allowance for Net Revenues arising from any increase in the charges made for service from the Water System which has become effective prior to the incurring of such Parity Obligations but which, during all or any part of the latest Fiscal Year or such 12-month period, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or 12-month period, all as shown by the certificate or opinion of an independent certified public accountant employed by the District.

“Assignee” means (a) initially CN Financing, Inc., as assignee of certain rights of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation shall be assigned hereunder.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“Closing Date” means January 10, 2021, being the date of execution and delivery of this Loan Agreement by the parties hereto, as first set forth above.

“Corporation” means Municipal Finance Corporation, a corporation duly organized and existing under the laws of the State of California, and its successors and assigns. Whenever in this Loan Agreement any reference is made to the Corporation and such reference concerns rights which the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have occurred;

(ii) on the date when the Corporation notifies the District that it has received a written opinion from Bond Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Bond Counsel, unless, within 180 days after receipt by the District of such notification and copy of such opinion from the Corporation, the District shall deliver to the Corporation a ruling or determination letter issued to or on behalf of the District by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the District shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or

(iv) on the date when the District shall receive notice from the Corporation that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest on the Loan Repayments as includable in the gross income of the Corporation due to the occurrence of an Event of Taxability, provided that the Corporation has provided a copy of document(s) received from the Internal Revenue Service to the District;

provided, however, that no Determination of Taxability shall occur under subparagraph (iii) or subparagraph (iv) above unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that upon demand from the Corporation following an event listed in subparagraphs (i), (ii), (iii) or (iv), the District shall reimburse the Corporation for any payments, including any taxes, interest, penalties or other charges, Corporation shall be obligated to make to the Internal Revenue Service as a result of the Determination of Taxability.

“District” means the Groveland Community Services District, a community services district formed under the Community Services District Law of the State of California (constituting Division 3 of Title 6 of the California Government Code, commencing with Section 61000).

“Event of Default” means any of the events of default as defined in Section 5.1.

“Event of Taxability” means any action taken or not taken by the District which has the effect of causing interest paid or payable on the Loan Repayments to be includable, in whole or in part, in the gross income of the holder of the Loan Repayments for federal income tax purposes.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Fiscal Year” means each twelve-month period during the Term commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the District as its fiscal year period.

“Gross Revenues” means all gross charges received for, and all other gross income and receipts derived by the District from, the ownership and operation of the Water System or otherwise arising from the Water System, including but not limited to (a) connection charges and (b) earnings on the investment of the foregoing.

“Loan” means the loan which is made hereunder by the Corporation to the District in the principal amount of \$ _____, to be funded in two installments consisting of the Series A Loan Installment and the Series B Loan Installment.

“Loan Agreement” means this Loan Agreement, as it may be amended in accordance with its terms.

“Loan Repayment Date” means January 10 and July 10 in each year, commencing July 10, 2021 and continuing to and including the date on which the Loan Repayments are paid in full.

“Loan Repayments” means all payments required to be paid by the District under Section 3.4, including any prepayment thereof under Sections 6.1 or 6.2.

“Maintenance and Operation Costs” means the reasonable and necessary costs and expenses paid by the District for maintaining and operating the Water System, including but not limited to the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Water System in good repair and working order, and including but not limited to administrative costs of the District attributable to the Water System and the financing thereof. “Maintenance and Operation Costs” do not include (a) depreciation, replacement and obsolescence charges or reserves therefor, (b) amortization

of intangibles or other bookkeeping entries of a similar nature, (c) payments of principal of and interest on any Parity Obligations or other obligations of the District, and (d) costs of capital additions, replacements or improvements which are chargeable to a capital account.

“Maximum Annual Debt Service” means, as of the date of any calculation, the maximum sum obtained for the current or any future Fiscal Year during the Term by totaling the aggregate amount of (i) the Loan Repayments coming due in such Fiscal Year, and (ii) the principal and interest coming due and payable in such Fiscal Year on any Parity Obligations which are payable from the Net Revenues, including the principal amount coming due and payable by operation of mandatory sinking fund redemption. There shall be excluded from such calculation any principal of and interest on any obligations which have been defeased or discharged, or for the payment of which a security deposit has been posted.

“Net Revenues” means, for any period, an amount equal to all of the Gross Revenues received from the Water System during such period, minus the amount required to pay all Maintenance and Operation Costs of the Water System which are payable during such period.

“Prior Obligations” means, collectively, the following obligations of the District incurred to finance improvements to the Water System:

- (a) Installment Sale Agreement dated as of February 1, 2013 between the District and the Groveland/Tuolumne Financing Authority; and
- (b) Indenture of Trust dated as of February 1, 2014 between the District and The Bank of New York Mellon Trust Company, N.A. (Water Revenue Refunding Bonds, Series 2014).

“Series A Loan Installment” means the installment of the Loan made by the Corporation to the District in the original principal amount of \$_____ under Section 3.1(a).

“Series B Loan Installment” means the installment of the Loan made by the Corporation to the District in the original principal amount of \$_____ under Section 3.1(b).

“Taxable Rate” means (a) with respect to the Series A Loan Installment, 6.00%, and (b) with respect to the Series B Loan Installment, 6.00%.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

“Term of this Loan Agreement” or “Term” means the time during which this Loan Agreement is in effect, as provided in Section 3.3.

“2013 Installment Sale Agreement” means that certain Installment Sale Agreement dated as of February 1, 2013 between the District and the Groveland/Tuolumne Financing Authority.

“2014 Indenture” means that certain Indenture of Trust dated as of February 1, 2014 between the District and The Bank of New York Mellon Trust Company, N.A. (Water Revenue Refunding Bonds, Series 2014).

“Water Revenue Fund” means the “Water Revenue Fund” which the District has heretofore established pursuant to Section 3.6(a) for the receipt and deposit of Gross Revenues derived from the Water System.

“Water System” means the District’s system for the supply, treatment and distribution of water within the service area of the District.

SECTION 1.2. *Appendix.* The following Appendix is attached to, and by reference made a part of, this Loan Agreement:

APPENDIX A: The schedule of Loan Repayments to be paid by the District hereunder, showing the date and amount of each Loan Repayment.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. *Representations, Covenants and Warranties of District.* The District represents, covenants and warrants to the Corporation as follows:

- (a) Due Organization and Existence. The District is a community services district and political subdivision of the State of California, duly organized and existing under the Community Services District Law of the State of California.
- (b) Authorization and Enforceability. The laws of the State of California authorize the District to enter into this Loan Agreement, to enter into the transactions contemplated hereby and to carry out its obligations hereunder, and the Board of Directors of the District has duly authorized the execution and delivery of this Loan Agreement. This Loan Agreement constitutes the legal, valid and binding agreement of the District enforceable against the District in accordance with its terms.
- (c) No Violations. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the District, other than as set forth herein.
- (d) Prior Indebtedness. Except for the Prior Obligations to be paid and prepaid with the proceeds of the Loan, the District has not issued or incurred any obligations which are currently outstanding having any priority in payment out of the Gross Revenues or the Net Revenues over the payment of the Loan Repayments.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Loan

Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

- (f) No Litigation. To the best knowledge of the undersigned, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other governmental authority pending or, to the knowledge of the District, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Loan Agreement or upon the financial condition, assets, properties or operations of the District, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement or the financial conditions, assets, properties or operations of the District.
- (g) Rate Setting. The District is empowered to set rates, fees and charges for the services and facilities furnished by the Water System without review or approval by any state or local government agency.

SECTION 2.2. *Representations, Covenants and Warranties of Corporation*. The Corporation represents, covenants and warrants to the District as follows:

- (a) Due Organization and Existence. The Corporation is a corporation duly organized and existing under the laws of its jurisdiction of formation; has power to enter into this Loan Agreement; is possessed of full power to make the Loan as provided herein; and the governing board of the Corporation, or authorized designees thereof, has duly authorized the execution and delivery of this Loan Agreement.
- (b) Authorization. The laws of the State of California authorize the Corporation to enter into this Loan Agreement, to enter into the transactions contemplated hereby and to carry out its obligations hereunder, and the Board of Directors of the Corporation has duly authorized the execution and delivery of this Loan Agreement.
- (b) No Violations. Neither the execution and delivery of this Loan Agreement, nor the funding of the Loan, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any material agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing.
- (c) No Assignments. Except as provided herein, the Corporation will not assign this Loan Agreement, its rights to receive Loan Repayments from the District, or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.
- (d) No Fiduciary Relationship. The Corporation is entering into this Loan Agreement with the District as an arm's length commercial transaction and is not acting in the capacity of a "Municipal Advisor" as such term is defined in Section 15B of the Securities

Exchange Act of 1934, as amended, and the related final rules, or otherwise serving as an agent or fiduciary of the District.

ARTICLE III

TERMS OF LOAN

SECTION 3.1. *Obligation to Make Loan; Amount of Loan.* The Corporation hereby agrees to lend to the District, and the District hereby agrees to borrow from the Corporation, the Loan in the principal amount of \$_____, under the terms and provisions set forth in this Loan Agreement. The Loan shall be made by the Corporation to the District in immediately available funds on the Closing Date. The Loan shall be funded concurrently in two separate installments as follows:

- (a) the Series A Loan Installment shall be funded in the amount of \$_____ and shall be applied as set forth in Section 3.2(a); and
- (b) the Series B Loan Installment shall be funded in the amount of \$_____ and shall be applied as set forth in Section 3.2(b).

SECTION 3.2. *Application of Loan Proceeds.* The Corporation hereby agrees on the Closing Date to apply the proceeds of the Loan as follows:

(a) Series A Loan Proceeds. Of the proceeds of the Series A Loan Installment, the Corporation shall (i) wire the amount of \$_____ in immediately available funds (together with \$_____ available from the debt service reserve fund held by the District, for a total payoff of \$_____) to or upon the order of the _____, in satisfaction of the District's obligations under the 2013 Installment Sale Agreement, and (ii) apply the remaining \$_____ to pay costs of issuance related to the Series A Loan Installment in accordance the following subsection (c).

(b) Series B Loan Proceeds. Of the proceeds of the Series B Loan Installment, the Corporation shall (i) wire the amount of \$_____ in immediately available funds (together with \$_____ available from the debt service reserve fund held by the District, for a total payoff of \$_____) to or upon the order of The Bank of New York Mellon Trust Company, N.A., in satisfaction of the District's obligations under the 2014 Indenture, and (ii) apply the remaining \$_____ to pay costs of issuance related to the Series B Loan Installment in accordance the following subsection (c).

(c) Payment of Costs of Issuance. As set forth in the foregoing clauses (a) and (b), a portion of the proceeds of the Series A Loan Installment and the Series B Loan Installment shall be applied to pay costs of issuance relating to the Loan. On the Closing Date, the Corporation shall pay such costs directly to the payees and in the amounts as set forth in a written request filed with the Corporation by the authorized officer of the District, upon which the Corporation may conclusively rely. Any amount of Loan proceeds not required for payment of such costs on the Closing Date shall be remitted to the District for deposit into the Water Revenue Fund and used for the purposes set forth in Section 3.6.

SECTION 3.3. *Term.* The Term of this Loan Agreement commences on the Closing Date, and ends on the date on which the Loan is paid in full or provision for such payment is made as provided herein.

SECTION 3.4. *Loan Repayments.*

(a) Payment of Principal and Interest. Subject to the remainder of this Section, the District hereby agrees to repay the Series A Loan Installment in the aggregate principal amount of \$ _____ together with interest (calculated at the rate of _____% on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance thereof, and to repay the Series B Loan Installment in the aggregate principal amount of \$ _____ together with interest (calculated at the rate of _____% on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance thereof. Such payments shall be made in the respective amounts and on the respective Loan Repayment Dates specified in Appendix A. In the event the Series A Loan Installment or the Series B Loan Installment is prepaid, the Corporation shall file an amended schedule with the District showing the amount of each Loan Repayment coming due thereafter in respect of the Series A Loan Installment or the Series B Loan Installment, as the case may be.

(b) Prepayment. If the District prepays the Loan Repayments in full under Article VI, the District's obligations under this Loan Agreement shall thereupon cease and terminate, including but not limited to the District's obligation to pay Loan Repayments under this Section; subject however, to the provisions of Section 6.3 in the case of prepayment by application of a security deposit. If the District prepays the Loan in part but not in whole under Sections 6.1 or 6.2, the principal components of the remaining Loan Repayments shall be reduced on a pro rata basis.

(c) Default Rate. If an Event of Default under this Loan Agreement occurs, the District agrees to pay amounts due the Corporation with interest thereon, to the extent permitted by law, from the occurrence thereof to the applicable date of payment at the rate of 6% per annum.

(d) Taxable Rate. From and after an Event of Taxability, following a Determination of Taxability, the Loan shall bear interest at the Taxable Rate.

SECTION 3.5. *Nature of the District's Obligations.*

(a) Special Obligation. The District's obligation to pay the Loan Repayments is a special obligation of the District limited solely to the Net Revenues of the Water System and amounts on deposit in the Water Revenue Fund. Except as provided in subsection (b) of this Section, the District is not required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Loan Repayments, and no other funds or property of the District are liable for the payment of the Loan Repayments.

(b) Obligations Absolute. The obligation of the District to pay the Loan Repayments from the Net Revenues and the obligation of the District to perform and observe the other agreements contained herein, are absolute and unconditional and are not subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the District or the Corporation of any obligation to the District or otherwise with respect to the Water System, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the District by the Corporation. Until such time as all of the Loan Repayments have been fully paid or prepaid, the District:

- (i) will not suspend or discontinue payment of any Loan Repayments,
- (ii) will perform and observe all other agreements contained in this Loan Agreement, and
- (iii) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may

constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Water System, the sale of the Water System, the taking by eminent domain of title to or temporary use of any component of the Water System, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of California or any political subdivision of either thereof or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

(b) Protection of Rights. If the Corporation fails to perform any such agreements on its part, the District may institute such action against the Corporation as the District deems necessary to compel performance so long as such action does not abrogate the obligations of the District contained in the preceding subsection (b). The District may, however, at the District's own cost and expense and in the District's own name or in the name of the Corporation prosecute or defend any action or proceeding or take any other action involving third persons which the District deems reasonably necessary in order to secure or protect the District's rights hereunder, and in such event the Corporation will cooperate fully with the District and take such action necessary to effect the substitution of the District for the Corporation in such action or proceeding if the District shall so request.

SECTION 3.6. Pledge and Application of Net Revenues and Water Revenue Fund.

(a) Establishment of Water Revenue Fund. The District has heretofore established the "Water Revenue Fund," which the District agrees to hold and maintain for the purposes and uses set forth herein during the Term of this Loan Agreement. The District shall deposit all Gross Revenues of the Water System in the Water Revenue Fund promptly upon the receipt thereof.

(b) Pledge. All of the Net Revenues and amounts on deposit in the Water Revenue Fund are hereby irrevocably pledged to the punctual payment of the Loan Repayments and any Parity Obligations. The Net Revenues and amounts on deposit in the Water Revenue Fund may not be used for any other purpose so long as the Loan Repayments remain unpaid; except that out of the Net Revenues there may be apportioned such sums, for such purposes, as are expressly permitted by this Section. In accordance with Section 5451 of Title 1, Chapter 5.5 of the California Government Code, this pledge shall constitute a first and exclusive lien on the Net Revenues and such other moneys for the payment of the Loan Repayments and any Parity Obligations in accordance with the terms hereof and the terms of the instruments authorizing the issuance of any Parity Obligations.

(c) Transfers to Make Loan Repayments. All Net Revenues will be held by the District in the Water Revenue Fund in trust for the benefit of the Corporation and for the security of any Parity Obligations. The District shall withdraw from the Water Revenue Fund and transfer to the Corporation an amount of Net Revenues equal to the aggregate amount of the Loan Repayments and transfer to the appropriate payee thereof the debt service on any Parity Obligations when due and payable.

(d) Other Uses Permitted. The District shall manage, conserve and apply the Net Revenues in such a manner that all deposits required to be made under the preceding provisions of this Section will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default has occurred and is continuing hereunder, the District may at any time and from time to time use and apply Net Revenues for (i) the acquisition and construction of improvements to the Water System, (ii) the prepayment of the Loan and any Parity Obligations, or (iii) any other lawful purpose of the District.

ARTICLE IV

COVENANTS OF DISTRICT

SECTION 4.1. *Release and Indemnification Covenants.* The District shall indemnify the Corporation and its officers, agents, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on or about the Water System by the District,
- (b) any breach or default on the part of the District in the performance of any of its obligations under this Loan Agreement,
- (c) any intentional misconduct or negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Water System, and
- (d) any intentional misconduct or negligence of any lessee of the District with respect to the Water System.

No indemnification is made under this Section or elsewhere in this Loan Agreement for willful misconduct, gross negligence, or breach of duty under this Loan Agreement by the Corporation, its officers, agents, employees, successors or assigns.

SECTION 4.2. *Sale or Eminent Domain of Water System.* Except as provided herein, the District covenants that the Water System will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the District to pay the Loan Repayments or any Parity Obligations, or would materially adversely affect its ability to comply with the terms of this Loan Agreement or the documents authorizing the issuance of any Parity Obligations. The District shall not enter into any agreement which impairs the operation of the Water System or any part of it necessary to secure adequate Net Revenues to pay the Loan Repayments or any Parity Obligations, or which otherwise would impair the rights of the Corporation with respect to the Net Revenues. If any substantial part of the Water System is sold, the payment therefor must either (a) be used for the acquisition or construction of improvements and extensions or replacement facilities or (b) be applied to prepay outstanding obligations of the District relating to the Water System.

Any amounts received as awards as a result of the taking of all or any part of the Water System by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the District, shall either (a) be used for the acquisition or construction of improvements and extension of the Water System, or (b) be applied to prepay outstanding obligations of the District relating to the Water System.

SECTION 4.3. *Insurance.* The District shall at all times maintain with responsible insurers all such insurance on the Water System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the Water System. If any useful part of the Water System is damaged or destroyed, such part shall be restored to usable condition. All amounts collected from insurance against accident to or destruction of any portion of the Water System shall be used to repair or rebuild such damaged or destroyed portion of the Water System, and to the extent not so applied, shall be applied on a pro rata basis to pay the Loan and any Parity Obligations in the manner provided in this Loan

Agreement and in the documents authorizing such Parity Obligations. The District shall also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the District and the Corporation. Any insurance required to be maintained hereunder may be maintained by the District in the form of self-insurance or in the form of participation by the District in a program of pooled insurance. The insurance required by this Section and provided by third party insurance carriers shall name the District and the Corporation as insured parties and the Corporation as loss payee and shall include a Corporation's loss payable endorsement for the benefit of the Corporation.

SECTION 4.4. *Records and Accounts.* The District shall keep proper books of records and accounts of the Water System, separate from all other records and accounts, in which complete and correct entries are made of all transactions relating to the Water System. Said books shall, upon prior request, be subject to the reasonable inspection of the Corporation.

The District shall cause the books and accounts of the Water System to be audited annually by an independent certified public accountant or firm of certified public accountants, not more than 270 days after the close of each Fiscal Year, and shall furnish a copy of such report to Corporation. The audit of the accounts of the Water System may be included as part of a general District-wide audit. In addition, the District shall provide the Corporation, within 30 days after adoption, a copy of its annual budget.

The District shall cause to be published annually, not more than 270 days after the close of each Fiscal Year, a summary statement showing the amount of Gross Revenues and the disbursements from Gross Revenues and from other funds of the District in reasonable detail. The District shall furnish a copy of the statement, upon reasonable written request, to the Corporation.

SECTION 4.5. *Rates and Charges.*

(a) Covenant Regarding Gross Revenues. The District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Water System during each Fiscal Year which (together with existing unencumbered fund balances which are maintained in the form of cash or cash equivalents, and which are lawfully available to the District for payment of any of the following amounts during such Fiscal Year) are at least sufficient, after making allowances for contingencies and error in the estimates, to pay the following amounts in the following order:

- (i) All Maintenance and Operation Costs of the Water System estimated by the District to become due and payable in such Fiscal Year;
- (ii) The Loan Repayments and all principal of and interest on any Parity Obligations which are payable from the Net Revenues as they become due and payable during such Fiscal Year, without preference or priority; and
- (iii) All payments required to meet any other obligations of the District which are charges, liens, encumbrances upon or payable from the Gross Revenues of the Water System during such Fiscal Year.

(b) Covenant Regarding Net Revenues. In addition to the covenant set forth in the preceding clause (a) of this Section, the District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Water System during each Fiscal Year which (together with existing unencumbered fund balances which are maintained in the form of cash or cash equivalents, and which are lawfully available to the District for payment of any of the following amounts during such Fiscal Year) are

sufficient to yield Net Revenues which are at least equal to 115% of the Loan Repayments and any Parity Obligations which are payable from the Net Revenues, when and as the same come due and payable during such Fiscal Year.

SECTION 4.6. *No Priority for Additional Obligations.* The District may not issue or incur any bonds or other obligations having any priority in payment of principal or interest out of the Net Revenues over the Loan Repayments.

SECTION 4.7. *Issuance of Parity Obligations.* Except for obligations incurred to prepay or post a security deposit for the Loan in whole, the District may not issue or incur any Parity Obligations unless:

- (a) The District is not then in default under the terms of this Loan Agreement or the documents authorizing any Parity Obligations, and
- (b) The amount of such Net Revenues, calculated in accordance with sound accounting principles, as shown by the books of the District for the latest Fiscal Year or as shown by the books of the District for any more recent 12-month period selected by the District, in either case verified by a certificate or opinion of an independent certified public accountant employed by the District, plus (at the option of the District) the Additional Revenues, are at least equal to 115% of the amount of Maximum Annual Debt Service.
- (c) Notwithstanding the above, the District may incur debt payable from Net Revenues which is payable on a basis which is junior to the payment of the Loan Repayments.

SECTION 4.8. [Reserved]

SECTION 4.9. *Assignment by the Corporation.* The Corporation's rights under this Loan Agreement, including the right to receive and enforce payment of the Loan Repayments to be made by the District under this Loan Agreement, have been assigned to the Assignee pursuant to an Assignment Agreement.

The Corporation or the Assignee has the right to make an assignment of its interests herein, but no such assignment will be effective as against the District unless and until the Corporation files with the District written notice thereof. The District shall pay all Loan Repayments hereunder under the written direction of the Corporation named in the most recent assignment or notice of assignment filed with the District. During the Term, the District shall keep a complete and accurate record of all such notices of assignment.

SECTION 4.10. *Assignment by District.* Neither the Loan nor this Loan Agreement may be assigned by the District, other than to a public agency which succeeds to the interests of the District in and to the Water System and which (by operation of law, by contract or otherwise) becomes legally bound to all of the terms and provisions hereof.

SECTION 4.11. *Amendment of this Loan Agreement.* This Loan Agreement may be amended by the District and the Corporation by a written instrument evidencing such amendment.

SECTION 4.12. *Tax Covenants.*

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

(b) Private Activity Bond Limitation. The District shall assure that the proceeds of the Loan are not so used as to cause the Loan to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Loan Repayments to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Loan Repayments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Loan Repayments to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(e) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates this Loan Agreement for purposes of paragraph (3) of Section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Loan Agreement, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2021.

(f) Arbitrage Rebate. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Loan.

(g) Acquisition, Disposition and Valuation of Investments. Except as otherwise provided in the following sentence, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Loan Agreement, or otherwise containing gross proceeds of the Loan (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at their present value (within the meaning of section 148 of the Tax Code).

For purposes of this subsection (g), the term “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in

accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1. *Events of Default Defined.* The following are Events of Default under this Loan Agreement:

- (a) Failure by the District to pay any Loan Repayment or other payment required hereunder after the date on which such Loan Repayment or other payment becomes due, and the continuation of such failure for a period of 2 business days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation.
- (b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation; *provided, however*, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation may not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within such 30-day period and diligently pursued until the default is corrected.
- (c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.
- (d) The occurrence of any event of default under and as defined in any documents authorizing the issuance of any Parity Obligations that are issued and outstanding during the Term, and such event of default has not been cured within the timeframes provided in such documents.
- (e) Any representation or certification of the District made hereunder or in connection with this Loan Agreement shall have been incorrect or misleading when made.

SECTION 5.2. *Remedies on Default.* Upon the occurrence and during the continuation of an Event of Default, the Corporation may, at its option and without any further demand or notice:

- (a) declare all principal components of the unpaid Loan Repayments, together with accrued interest thereon from the immediately preceding Loan Repayment Date on which payment was made, to be immediately due and payable, whereupon the same will immediately become due and payable; and
- (b) take whatever action at law or in equity may appear necessary or desirable to collect the Loan Repayments then due or thereafter to become due during the Term, or enforce performance and observance of any obligation, agreement or covenant of the District under this Loan Agreement.

The provisions of the preceding clause (a) are subject to the condition that if, at any time after the principal components of the unpaid Loan Repayments have been so declared due and payable under the preceding clause (a), and before any judgment or decree for the payment of the moneys due have been obtained or entered, the District deposits with the Corporation a sum sufficient to pay all principal components of the Loan Repayments coming due prior to such declaration and all matured interest components (if any) of the Loan Repayments, with interest on such overdue principal and interest components calculated at the rate of 8% per annum, and a sum sufficient to pay all reasonable costs and expenses incurred by the Corporation in the exercise of its rights and remedies hereunder, and any and all other defaults known to the Corporation (other than in the payment of the principal and interest components of the Loan Repayments due and payable solely by reason of such declaration) have been made good, then, and in every such case, the Corporation may, by written notice to the District, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

SECTION 5.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Corporation is exclusive, and every such remedy is cumulative and in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article V it is not necessary to give any notice, other than such notice as may be required in this Article V or by law.

SECTION 5.4. *Agreement to Pay Attorneys' Fees and Expenses.* If either party to this Loan Agreement defaults under any of the provisions hereof and the non-defaulting party employs attorneys (including in-house counsel) or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys (including those of in-house counsel) and such other expenses so incurred by the non-defaulting party.

SECTION 5.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Loan Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 5.6. *Assignee to Exercise Rights.* Such rights and remedies as are given to the Corporation under this Article V have been assigned by the Corporation to the Assignee and shall be exercised solely by the Assignee.

ARTICLE VI

PREPAYMENT OF LOAN

SECTION 6.1. *Optional Prepayment.* The Series A Loan Repayments and Series B Loan Repayments are not subject to optional prepayment.

SECTION 6.2. *Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.* The District shall prepay the unpaid principal balance of the Loan in whole on any date, or in part on any Loan Repayment Date, from and to the extent District determines to apply any proceeds of insurance award or condemnation award with respect to the Water System for such purpose under Sections 4.2 or 4.3 at a price equal to the principal amount to be prepaid, without premium. The District and the Corporation hereby agree that such proceeds, to the extent remaining after payment of any delinquent Loan Repayments, shall be credited towards the District's obligations under this Section.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. *Notices.* Any notice, request, complaint, demand or other communication under this Loan Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation or the District may, by written notice to the other party, from time to time modify the address or number to which communications are to be given hereunder.

If to the District: Groveland Community Services District
18966 Ferretti Road; PO Box 350
Groveland, California 95321
Attention: General Manager

If to the Corporation: Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, California 91361
Attention: President

If to the Assignee: CN Financing, Inc.
555 South Flower Street, 21st Floor
Los Angeles, California 90071
Attention: Loan Administration

SECTION 7.2. *Binding Effect.* This Loan Agreement inures to the benefit of and is binding upon the Corporation and the District and their respective successors and assigns.

SECTION 7.3. *Severability.* If any provision of this Loan Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 7.4. *Net-net-net Contract.* This Loan Agreement is a “net-net-net” contract, and the District hereby agrees that the Loan Repayments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 7.5. *Further Assurances and Corrective Instruments.* The Corporation and the District shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

SECTION 7.6. *Execution in Counterparts.* This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.7. *Applicable Law.* This Loan Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 7.8. *Captions.* The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Loan Agreement.

Section 7.9 *Servicing; Appointment of Servicer.* The Assignee may engage a servicer, and collaterally assign some or all of its rights under this Loan Agreement, to act on behalf of the Assignee under this Loan Agreement as the “Servicer”. The Assignee may at any time and from time to time terminate or remove and replace any such Servicer. The Assignee shall give written notice to the District of its appointment, termination, removal or replacement of any Servicer, and the parties may rely on any such notice until any subsequent notice is given. Initially, the Assignee has engaged City National Bank to act as the Servicer hereunder and City National Bank has accepted such engagement. The Assignee is under no obligation to appoint a Servicer; if at any time a Servicer has not been designated by the Assignee, any references to the “Servicer” herein shall refer to the Assignee. Any opinion or certificate provide for herein that is directed to the Servicer shall also be directed to, and may be relied upon by, the Assignee.

The Assignee shall be solely responsible for providing the funding for the Loan under Section 3.1 of this Loan Agreement. From and after the Closing Date, if the Assignee has appointed a Servicer for the Assignee under this Loan Agreement, the District acknowledges and agrees that the Servicer shall exercise all of the rights and remedies of the Assignee under this Loan Agreement, shall receive all reports, statements, notices and other communications from the District on behalf of the Assignee required to be delivered to the Assignee under this Loan Agreement and shall be entitled to all of the protections afforded the Assignee under this Loan Agreement.

IN WITNESS WHEREOF, the Corporation has caused this Loan Agreement to be executed in its corporate name by its duly authorized officer and the District has caused this Loan Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

MUNICIPAL FINANCE CORPORATION

By _____
President

GROVELAND COMMUNITY SERVICES DISTRICT

By _____
President of the Board

Attest:

Secretary of the Board

APPENDIX A

SCHEDULE OF LOAN REPAYMENTS

Loan Repayment Date	Series A Loan Principal	Series A Loan Interest	Series B Loan Principal	Series B Loan Interest	Total Loan Repayment
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RESOLUTION NO. 53-2020

AUTHORIZING THE EXECUTION AND DELIVERY OF AN LOAN AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH THE REFINANCING OF PRIOR OBLIGATIONS

WHEREAS, the Groveland Community Services District (the "District") is a community services district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District previously entered into an Installment Sale Agreement dated as of February 1, 2013 between the District and the Groveland/Tuolumne Financing Authority and issued water revenue refunding bonds pursuant to an Indenture of Trust dated as of February 1, 2014 between the District and the Bank of New York Mellon Trust Company (collectively, the "Prior Obligations") for the purpose of refinancing certain water system improvements; and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed to enter into an Loan Agreement (the "Loan Agreement") with the District to prepay and refinance the Prior Obligations; and

WHEREAS, the District is authorized to borrow amounts for the purpose of refinancing the Prior Obligations under the laws of the State of California, including the provisions of Section 53570 of the California Government Code; and

WHEREAS, in accordance with California Government Code Section 5852.1, the Board of Directors has obtained and disclosed in the information set forth in Exhibit A hereto;

NOW, THEREFORE, it is resolved by the Board of Directors of the Groveland Community Services District as follows:

SECTION 1. Loan Agreement. The form of Loan Agreement submitted to this meeting, on file with the Secretary, and made a part hereof as though set forth herein is hereby approved. The President of the Board of Directors, the General Manager or a designee in writing (each, an "Authorized Officer") is hereby authorized to execute and deliver the Loan Agreement with the Corporation to refinance the Prior Agreement, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, with the advice and approval of District Counsel, and the execution thereof by an Authorized Officer shall be conclusive evidence of such approval. In connection therewith, the District approves the execution and delivery of the Loan Agreement so long as the interest rate of the Loan Repayments (as defined in the Loan Agreement) does not exceed 2.35%, the principal amount of the Loan Repayments does not exceed \$2,899,178.95 and the maturity of the Loan Repayments does not exceed July 10, 2027.

SECTION 2. Other Actions. The President of the Board of Directors, the General Manager and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Loan Agreement, including providing notice of prepayment and redemption of the Prior Obligations. Such actions are hereby ratified, confirmed and approved.

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

SECTION 4. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved:

President of the Board

Attest:

Secretary of the Board

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the Corporation, which have been provided to the District in good faith:

- (A) True interest cost of the Loan: 2.35%
- (B) Finance charge of the Loan (sum of all costs of issuance and fees/charges paid to third parties): \$25,000.00
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$2,874,178.95
- (D) Total payment amount through maturity: \$3,128,539.99



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Pete Kampa, General Manager

DATE: December 8, 2020

SUBJECT: Agenda Item 7B. Adoption of a Resolution Approving an Agreement to Establish a Joint Powers Authority for the Tuolumne County Fire Authority

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 54-2020 approving an Agreement to establish a Joint Powers Authority for the Tuolumne County Fire Authority.

BACKGROUND:

The Board of Directors in September and October 2020 reviewed draft agreements related to the formation of the proposed Tuolumne County Fire Authority. The final draft JPA agreement has been prepared and is included herein. This JPA is critical to secure a long term, reliable source of revenue to fund fire and emergency services. If formation of the JPA or special tax proposed for June 2021 ballot are unsuccessful, the JPA will no longer exist.

ATTACHMENTS:

- Final Tuolumne County Fire Authority Joint Powers Agreement
- Resolution 54-2020

FINANCIAL IMPACT:

There is no direct cost associated with approving or participating in the Fire JPA. The JPA is intended to serve as a public entity to place a special tax on the ballot in June 2021, which funding will be distributed to sustain fire and emergency services in the District and county. There will be future costs of administering the JPA the amounts of which are not currently known.

**JOINT EXERCISE OF POWERS AGREEMENT
FOR
TUOLUMNE COUNTY FIRE AUTHORITY**

This Joint Exercise of Powers Agreement for Tuolumne County Fire Authority (“Agreement”) is entered into pursuant to Sections 6500 *et seq.* of the California Government Code, by and between the following local agencies: County of Tuolumne (“County”), City of Sonora (“City”), Groveland Community Services District (“GCSD”), Tuolumne Fire District (“Tuolumne FPD”), Jamestown Fire Protection District (“Jamestown FPD”), Columbia Fire Protection District (“Columbia FPD”), and Mi-Wuk-Sugar Pine Fire Protection District (“Mi-Wuk-Sugar Pine FPD”). “County,” “City,” and “Districts” are referred to in their individual capacities outside of this Agreement as “Local Agencies,” and are referred to for the purposes of participation in this Agreement individually as “Member” or collectively as “Members.”

RECITALS

WHEREAS, the more than 55,000 people living in Tuolumne County receive fire protection and emergency response services provided by multiple separate agencies and no single agency currently exists to coordinate those services or their funding; and

WHEREAS, the growing risk of wildfires in Tuolumne County does not respect jurisdictional boundaries and that risk needs immediate action and sustained commitment to better protect residents, homes, visitors and businesses; and

WHEREAS, the adequacy of fire suppression and prevention services and funding available to meet that risk also affects the cost of insurance which has added financial burden on residents and businesses; and

WHEREAS, efforts are needed to provide adequate funding in the short term and potentially coordinate and provide fire prevention and suppression services over the long-term; and

WHEREAS, each participating agency desires to form a Joint Powers Authority to maintain local services which are unique to each community and provide an additional funding mechanism to meet the growing safety risk and financial burden on the community.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, the Members agree as follows:

SECTION 1. Authority and Purpose

- a. This Agreement is made under the authority of Sections 6500 through 6539.6, inclusive, of the California Government Code, among the Members.

- b. The purpose of this Agreement is to establish a Joint Powers Authority separate from the Members. This Joint Powers Authority is to be known as the Tuolumne County Fire Authority (“Authority”). Each Member individually has the statutory ability to provide fire suppression, protection, prevention and related incidental services, as well as the power to tax to fund such services. The purpose and intent of this Agreement is to jointly exercise the common taxing authority in the manner set forth herein. The Authority shall not have responsibility or duties set forth in this Agreement unless and until the tax measure is passed by the voters in a certified election.

SECTION 2. Term of Agreement

This Agreement becomes effective upon the first date that all of the Members listed above have approved this Agreement at a public meeting (“Effective Date”). The Agreement shall remain in effect until it is terminated pursuant to Section 12.

SECTION 3. Membership

- a. **Initial Membership.** To become an initial Member, a Local Agency must execute this Agreement and approve the Authority placing a tax measure to fund the authority, and fund fire prevention and suppression services in a special election in June 2021 (“Tax Measure”). A Local Agency geographically located in Tuolumne County that possesses fire management responsibilities must adopt a resolution of their governing board to become a participating signatory to this Agreement and Member of the Authority.
- b. **Successor Membership.** If, due to changes in circumstances (including, but not limited to changes in fire suppression responsibility approved by LAFCO) a Member’s fire suppression responsibility is transferred to a new or different public agency, that new or different public agency shall be admitted as a Member upon approval of such membership and this Agreement by such public agency’s governing body.
- c. Should the Tax Measure fail to pass in a special election in June 2021, this Agreement is terminated and shall be of no further effect upon certification of the election results.

SECTION 4. Board of Directors and Officers

- a. The Authority shall be governed by a Board of Directors (“Board”) comprised of elected officials or chief executive officers appointed by each Member. Each Member shall have one (1) director on the Board and one (1) alternate director. The term of office for each director and alternate shall correspond with the board director’s term of office on the legislative body he or she represents, or until such board director or alternate is removed by the legislative body making the appointment.
- b. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act, Government Code § 54950 et seq. and at a time, place and manner as determined by its bylaws. The Board shall hold two (2) regular meetings per month in February and March 2021, and thereafter, the Board shall hold at least two (2) regular meetings each year.

- c. Minutes of the adjourned, regular and special meetings of the Board shall be kept and said minutes shall be forwarded to each member of the Board within thirty (30) days after each meeting. A majority of the membership of the Board will constitute a quorum authorized to conduct business on behalf of the Authority. In the event of a meeting of the Board with less than a quorum, the present Directors will only have the power to dismiss a meeting. All Board business shall be conducted pursuant to voting conditions set forth in Section 4(f)
- d. The Board shall elect, at its first meeting of each fiscal year, a chair and vice-chair, who shall act in the absence of the chair, and such other officers as the Board deems necessary. All officers shall serve a term of one (1) year from the date of their election or until their successors are elected. Officers may serve successive terms. The chair and vice-chair are authorized to execute all documents in the name of the Authority.
- e. Vacancies shall occur as provided for in the California Government Code for public officers. Vacancies shall be filled in the same manner as the initial appointment.
- f. **Voting.** For all votes conducted by the Board, a proposed motion subject to vote passes when a majority of the Directors present vote in favor of the motion.
- g. The Board may adopt from time to time such policies, procedures, bylaws, rules and regulations for the conduct of its affairs as deemed necessary by the Board.

SECTION 5. Powers of the Authority

- a. The Authority shall have all the necessary powers and authorities granted by law to exercise the common power to authorize taxes pursuant to Government Code Sections 50075 et seq., 53978, or any successor statutes, as approved by voters in a special election held in June 2021. No subsequent taxes or fees may be raised by the Authority without approval of Members.
- b. As necessary to carry out the authority in Section 5(a), the Authority may make and enter into contracts; incur debts, liabilities and obligations; adopt budgets; employ and retain agents and personnel; retain legal counsel; retain consultants and engineers; acquire grants; acquire, hold, lease and dispose of real and personal property; accept donations; sue and be sued; and possess and exercise all other powers common to the Members. The intent of this provision is to allow the Authority flexibility in making fiscally sound staffing decisions.
- c. The Authority may exercise the powers permitted pursuant to Government Code section 6504 or any successor statute. Pursuant to Government Code Section 6509.5, the Authority is entitled to invest any money in the treasury that is not required for the immediate necessities of the Authority.

- d. The Authority may do all things necessary and lawful to carry out the purpose of this Agreement.
- e. As required by Government Code Section 6509, one Member must be designated such that the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by that Member. The County of Tuolumne is designated as the Government Code Section 6509 public entity.

SECTION 6. Funding

- a. The Board shall adopt an annual budget for the Authority’s activities (“Administrative Costs”) within ninety (90) days of the date the Elections Office certifies the successful passage of the Tax Measure proposed concurrently with this Agreement to fund this Authority, and by June 1 of each succeeding year.
- b. The Members, in the exercise of the reasonable discretion of their governing bodies, may provide support for the Authority, including but not limited to the following Administrative Costs: information technology (IT) support services, services for the legal advisor, treasurer, or auditor-controller, human resources services, for direct and indirect cost of such services and support, supplies, equipment, printing and postage. Unless otherwise agreed, the Authority shall reimburse a Member which provides support for the Authority.
- c. The Tax Measure proceeds, after deduction of the Administrative Costs of the Authority, shall be allocated to each Member in proportion to revenue raised in each Member’s respective tax rate areas. Members must certify that the Tax Measure proceeds are used for provision of fire emergency response, prevention and suppression services.

SECTION 7. Exemptions

The Authority shall be responsible for technical tax adjustments, consistent with the ballot measure. Whenever possible, the Authority must defer to reasonable requests from the Tuolumne County Auditor to accommodate exemptions for parcels that are roads or creek beds, as wells as split parcels ineligible for an assessor parcel combination solely because the parcels are not in the same tax rate area.

SECTION 8. Designation and Duties of Treasurer and Auditor

- a. The Treasurer of the Authority shall be the Tuolumne County Treasurer and shall serve as the depository and have custody of all Authority funds and shall comply with the requirements of Government Code section 6505.6.
- b. The Auditor and Controller of the Authority shall be the Tuolumne County Auditor.
- c. The Auditor shall maintain such books, records, funds, and accounts as may be required by generally accepted accounting practice, shall cause an independent annual audit of the accounts and records and comply with all requirements of Government Code Sections

6505, 6505.1, 6505.5 and 6505.6. The Auditor shall file an official bond with the authority in the amount set by resolution of the Board.

- d. The Auditor, within one hundred and twenty (120) days after the close of each fiscal year ending on June 30, shall give a complete written report of all financial activities for such fiscal year to the Members.

SECTION 9. Debts and Liabilities

As permitted pursuant to Government Code Section 6508.1, no debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member may agree.

SECTION 10. Insurance and Indemnification

The Authority shall acquire such insurance protection as is needed to protect the interests of the Authority and the Members. The Authority may use self-insurance and may contract with a Member for insurance services. The Authority shall defend and indemnify and hold harmless the Members and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

SECTION 11. Privileges, Immunities and Other Benefits

In accordance with California Government Code Section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Members when performing their functions shall apply to the same degree and extent while engaged in the performance of any of their functions and duties for the Authority.

SECTION 12. Termination; Disposition of Assets

- a. Should the Tax Measure to be placed on the ballot at a special election in June 2021 fail to pass or is subsequently repealed, this Agreement is terminated and shall be of no further effect upon certification of the election results.
- b. In accordance with Government Code Section 6512, upon termination of this Agreement, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to the contributions made by the taxpayers of each Member's jurisdiction. Any other property of the Authority shall be divided among the Members in such manner as shall be determined by the Authority in accordance with California law.

- c. If the Tax Measure is rescinded, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

SECTION 13. Severability

If any provision of the Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

SECTION 14. No Rights to Third Parties

All of the terms, conditions, rights and duties provided for in the Agreement are, and shall always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

SECTION 15. Notices

Notices to Members under this Agreement shall be sufficient if delivered to the County Administrator, City Administrator or chief secretarial officer of the Member, or to any other person designated in writing by the Member.

SECTION 16. Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim or title to any part, share, interest or assets under this Agreement.

SECTION 17. Amendments

This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of three-fourths (3/4) of the governing boards of the Members, so long as any amendment comports with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement.

SECTION 18. Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements whether written or verbal. There are no oral understandings or agreement not set forth in writing herein. Any such agreements merge into this Agreement.

SECTION 19. Filing with Secretary of State

The Authority shall prepare and file, within thirty (30) days of the effective date of this Agreement, a notice of agreement and a copy of this Agreement with the office of the California

Secretary of State and a copy of this Agreement the California State Controller's Office, pursuant to California Government Code sections 6503.5 and 6503.6.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized as of the date of approval by the public agencies that are parties hereto. This Agreement shall be executed in counterparts.

COUNTY OF TUOLUMNE:

By: _____
 Sherri Brennan, Chair
 Board of Supervisors

Attest:

Heather Ryan
Clerk of the Board of Supervisors

Approved as to legal form:

Sarah Carrillo
County Counsel

CITY OF SONORA:

By: _____

Attest:

City Clerk

Approved as to legal form:

City Attorney

GROVELAND COMMUNITY SERVICES DISTRICT:

By: _____
Janice Kwiatkowski, Board President

Attest:

Jennifer Flores, Board Secretary

Approved as to legal form:

Daniel Schroeder, District General Counsel

TUOLUMNE FIRE DISTRICT:

By: _____

Attest:

Approved as to legal form:

JAMESTOWN FIRE PROTECTION DISTRICT:

By: _____

Attest:

Approved as to legal form:

COLUMBIA FIRE PROTECTION DISTRICT:

By: _____

Attest:

Approved as to legal form:

MI-WUK - SUGAR PINE FIRE PROTECTION DISTRICT:

By: _____

Attest:

Approved as to legal form:

RESOLUTION 54-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING AN AGREEMENT TO ESTABLISH A JOINT POWERS AUTHORITY FOR THE TUOLUMNE COUNTY FIRE AUTHORITY

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the more than 55,000 people living in Tuolumne County receive fire protection and emergency response services provided by multiple separate agencies and no single agency currently exists to coordinate those services or their funding; and

WHEREAS, the growing risk of wildfires in Tuolumne County does not respect jurisdictional boundaries and that risk needs immediate action and sustained commitment to better protect residents, homes, visitors and businesses; and

WHEREAS, the adequacy of fire suppression and prevention services and funding available to meet that risk also affects the cost of insurance which has added financial burden on residents and businesses; and

WHEREAS, efforts are needed to provide adequate funding in the short term and potentially coordinate and provide fire prevention and suppression services over the long-term; and

WHEREAS, the Board of Directors is presented for its consideration and acceptance a Joint Exercise of Powers Agreement authorizing the Groveland Community Services Districts participation in the Tuolumne County Fire Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT as follows:

- 1. Join the Joint Exercise of Powers Agreement to create the Tuolumne County Fire Authority; and**
- 2. Authorize the Board President, Janice Kwiatkowski of the Groveland Community Services District to sign the Joint Exercise of Powers Agreement; and**
- 3. Request that the Tuolumne County Fire Authority place a parcel tax measure on a ballot and call a special election to be scheduled for June 2021 for voter approval.**

PASSED AND ADOPTED at a regular meeting of the Groveland Community Services District on December 8, 2020, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:
- ATTEST:

Jennifer L. Flores, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on December 8, 2020.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Pete Kampa, General Manager

DATE: December 8, 2020

SUBJECT: Agenda Item 7C. Consideration of Adoption of a Firefighting Staffing Standard for the Groveland Fire Department

RECOMMENDED ACTION:

Staff recommends the following action:

I move to direct the General Manager to prepare the staffing, facility improvement and equipment budget projections, financial analysis and funding plans to accomplish a Groveland CSD Fire Department standard consisting of a minimum of four staff and two engines at all times

BACKGROUND:

The Groveland Fire Department is a service provided by the Groveland Community Services District with contract fire an emergency response personnel provided through a Schedule A Cooperative Fire Protection Agreement with CAL FIRE. The current contract with CAL FIRE provides for two full time professional staff, 24 hours per day/seven days per week at the Groveland CSD station 78 in downtown Groveland. The Amador agreement for the Cal fire station on Merrell Rd, currently paid by the County, provides for two to three additional staff on a Cal Fire engine in that location. This provides for a total of a minimum of two to a maximum of five full time professional firefighting staff available between the two locations, so long as the Merrell Rd station is staffed by the state during the fire season. As detailed in our 2020 Fire Master Plan Update, this level of staffing is barely adequate to perform critical tasks as detailed below:

(FIRE MASTER PLAN 2020 UPDATE) CHALLENGE #2—DAILY STAFFING CAPACITY
Citygate finds that the Department's physical resources are appropriate to protect against the hazards likely to impact the District; however, the daily staffing of two to five career response personnel¹ and no volunteers is barely adequate to safely perform the critical tasks associated with small, emerging fires and routine single-patient EMS incidents as described in Section 2.5. Even a best-case staffing level of nine career personnel (two District personnel and seven CAL FIRE Groveland Station personnel including a Chief Officer) is insufficient to safely and effectively perform the critical firefighting/rescue tasks at a confined building fire, moderate vegetation/wildland fire, serious multiple-patient EMS incident, or complex rescue incident in a timely manner without additional assistance. In addition, the District is not geographically located

for timely mutual aid, thus a worst-case District staffing of two personnel reflects a likely outcome of not even being able to confine building fires to the building or parcel of origin, an inability to confine a rapidly developing vegetation/wildland fire, and the non-survival of some EMS patients.

There are occasionally times during peak fire season when the CAL FIRE Merrell Rd station staff is assigned to fires in other areas of the state, leaving the station without staff until a backup crew can be moved from another location to Groveland. This occurred for an unconfirmed period of time recently during the Moc Fire and state fire disaster in August 2020. When the Merrell Rd station is not staffed, the GCSD Fire Department is left with two personnel to respond to all calls in the District and under mutual and automatic aid. The Fire Master Plan clearly identifies the risk of operating in this manner.

As the board is painfully aware and the Fire Master Plan update documented, there is no funding available in the Fire Department budget to even replace existing apparatus, let alone fund additional staffing and engines at this time. Even with the county's assumption of the Amador contract cost, there are virtually no financial resources remaining after funding the cost of the CAL FIRE Schedule A contract. However, the fact remains that GCSD must plan for the future of the fire department to remedy the current deficient staffing situation. The cost of supporting the existing fire services and expanding staffing to achieve the optimal staffing levels identified in the Master Plan, must be equitably spread among the beneficiaries of the services.

We are currently in the process of planning with the County for both the Fire JPA and for increased fire services needs and staffing on the Highway 120 corridor. We are also preparing to establish a Community Facilities District (CFD) within the District boundaries. Both of these processes require that we identify our optimal desired service level, which will then result in a formal implementation plan, budget and identified funding sources. Other than accepting the Fire Master Plan Update, there has been no action by the Board to adopt a fire department staffing standard as suggested in the Master Plan. If so approved today and directed by the Board, a Resolution will be prepared for Board consideration documenting the staffing standard and implementation plan at the January 2021 Board meeting.

ATTACHMENTS:

- [Fire Master Plan \(Link only for reference\)](#)

FINANCIAL IMPACT:

None for this specific action. The Implementation Plan to be considered at a future meeting will detail the funding necessary to increase fire department staffing.



BOARD MEETING AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Pete Kampa, General Manager

DATE: December 8, 2020

SUBJECT: Agenda Item 7D. Adoption of a Resolution Approving Amendment of the Agreement with NBS for Services Associated with Creation of a Community Facilities District to Fund Fire and Park Services

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 55-2020 approving amendment of the Agreement with NBS for services associated with creation of a Community Facilities District to fund Fire and Park services.

BACKGROUND:

On October 13, 2020, the Board of Directors directed the General Manager to proceed with the actions necessary for the creation of a Community Facilities District (CFD) to be formed on certain District owned parcels with the ability and requirement for future projects to annex into the CFD upon receiving land development entitlements from the County of Tuolumne. This CFD would only be formed affecting future developing parcels inside the GCSD boundaries, and those lands that annex into GCSD's boundaries to receive service.

On November 10, 2020, the Board of Directors authorized the General Manager to negotiate directly with a qualified consulting firm, NBS, who is currently preparing the District's Impact Fee Study. NBS has submitted an acceptable scope of work meeting the needs of the District in formation of the CFD, and a fee schedule appropriate to complete the work. As proposed, the cost of the NBS work scope will not exceed \$35,000. If approved, this funding will be included in the FY 2020/21 mid year budget adjustment in January 2021.

ATTACHMENTS:

- NBS Exhibit A work scope and fee proposal
- Resolution 55-2020

FINANCIAL IMPACT:

Not to exceed \$35,000 from the Fire Fund, to be included in a January 2021 budget amendment proposal

EXHIBIT A

CONSULTANT SCOPE OF SERVICES

Fiscal Impact Analysis

INTRODUCTION AND PROJECT SCHEDULE

NBS will coordinate with District staff and other interested parties to:

- Establish lines of communication for effective interaction of all involved parties
- Clarify the specific project goals and criteria needed to meet the District's preference
- Identify any special circumstances regarding the project and proposed development, if any
- Develop a working schedule to achieve agreed upon project milestones

DATA COLLECTION AND RESEARCH

NBS will gather and review data relevant to the project area. Data needs will be identified and obtained from various sources, including District records, County records, and, if applicable, developer documents related to the project area. NBS will conduct additional research, from secondary markets and data sources to aid in ascertaining assessed values, taxable sales, and other relevant data assumptions for the various land uses proposed in the project area.

SERVICE LEVEL ANALYSIS

NBS will review the current baseline level of service provided by the District and compare the current baseline level of service to the District's optimal level of service desired. NBS will compare the current services provided and the proposed services to be provided by the special financing district to distinguish the appropriate funding to be provided by each applicable funding mechanism. NBS will rely on the District to provide the current baseline level of service and the optimal level of service desired to inform the analysis.

IDENTIFY REVENUES APPLICABLE TO PROJECT AREA DEVELOPMENT

NBS will calculate revenue estimates for taxes such as property tax, sales tax, transient occupancy tax, and other general taxes, if applicable to the analysis. Further, NBS will rely on accepted industry standard approaches such as the multiplier method approach (per defined variables such as persons, employees, square feet, etc.) for allocating other recurring revenues to the project area. One-time fees, such as development impact fees, and other fees for service will not be considered in this fiscal impact analysis.

IDENTIFY COSTS APPLICABLE TO PROJECT AREA DEVELOPMENT

NBS will review the current level of service costs and the District's optimal level of service costs, if applicable, and calculate cost estimates for the project area. Costs will be identified and allocated to the project area based upon accepted industry standard approaches, such as the case study approach or the multiplier method approach (per defined variables such as persons, employees, square feet, etc.). NBS will rely on the District to provide the necessary cost data required to inform the analysis, as well as secondary market research, as needed.

DETERMINE PROJECT AREA DEVELOPMENT'S NET FISCAL IMPACTS

Based upon the revenue and cost findings, NBS will ascertain the potential positive or negative fiscal impacts that the project area's proposed development will have on the District. Further, NBS will provide recommendations to mitigate any identified negative fiscal impacts, as well as provide recommendations for potential revenue generators, such as special taxes, assessments or fees, as needed.

PREPARE FINAL FISCAL IMPACT REPORT

Based on the results of the aforementioned fiscal impact analysis and review, NBS will provide the District with a final report that discusses the fiscal impact findings, as well as any potential recommendations for further consideration. NBS will be available by conference call to present the fiscal impact findings identified in the report. Additionally, NBS may attend in-person meetings as requested by the District, subject to additional expenses for time and travel.

Non-Bonded Community Facilities District (CFD) Formation Services with Landowner Vote

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with District staff, legal counsel, and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the District's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

LOCAL GOALS & POLICIES

NBS will review existing local goals and policies or assist the District in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

DATA COLLECTION

NBS will gather and review data relevant to the formation of the CFD. Data will be obtained from various sources, including District records, Assessor's parcel maps, and County Assessor information.

DISTRICT BOUNDARIES

NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the CFD, giving consideration to both the project area and peripheral lands
- Verify ownership based on last equalized tax roll
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary

COST ESTIMATE

NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

RATE MODELING

NBS will analyze the property data and cost estimate to formulate concepts with viable alternatives for spreading costs reasonable within the CFD boundary, taking into account the Fiscal Impact Analysis and overall tax burden on the property.

RATE AND METHOD OF APPORTIONMENT

NBS will formulate and present the Rate and Method of Apportionment to the District, legal counsel, the financial advisor and others, as appropriate.

MAPPING

NBS will prepare the Boundary Map and related documents and present to the District as required by the Act.

RESOLUTIONS AND ORDINANCE

NBS will prepare the required resolutions and ordinance in accordance with the time schedule. The resolutions and ordinance will comply with the Act. Final form of the resolutions and ordinance will be reviewed and approved by legal counsel and the District.

INTENT MEETING

NBS will present to City Council and the public regarding the CFD formation process, the analysis that led to the setting of CFD special tax rates, and the methodology developed for the special tax.

CFD REPORT

Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the District, legal counsel, and property owners. NBS will file the Special Tax Report with the City Clerk.

NOTICES AND BALLOTS

NBS will prepare and mail notices and ballots to all landowner electors within the territory of the proposed Community Facilities District. The notices and ballots will comply with "Proposition 218, The Right to Vote on Taxes Act", the Act and all applicable provisions of the Elections Code. Final form of notices and ballots will be approved by District staff and legal counsel.

PUBLIC HEARING

NBS will present all necessary testimony and respond to public comments regarding the district formation proceedings.

ELECTION

NBS will assist legal counsel in the preparation of the ballot materials for the landowner election.

ADDITIONAL CFD DOCUMENTS

NBS will prepare the Notice of Special Tax Lien in compliance with the Act. Final form of the Notice of Special Tax Lien will be approved by District staff and legal counsel.

DISTRICT'S RESPONSIBILITIES

The District shall furnish NBS with any pertinent information that is available to District and applicable to the Services. The District shall designate a person to act with authority on its behalf in respect to the Services. The District shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. District understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by District or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to District or any third party if such Information is not correct.

EXHIBIT B

COMPENSATION FOR SERVICES

Fiscal Impact Analysis

Not to Exceed or Annual Base Fee or Consulting Fee	\$ 17,500
Estimated Expenses (1)	\$ 1,500
Total Not to Exceed.....	\$ 19,000

(1) See description of expenses below

Non-Bonded CFD Formation Services

Not to Exceed or Annual Base Fee or Consulting Fee (1)	\$ 14,500
Estimated Expenses (2)	\$ 1,500
Total Not to Exceed.....	\$ 16,000

(1) Assumes landowner electors and waiver of election noticing period.

(2) See description of expenses below

EXPENSES

Customary out-of-pocket expenses will be billed to the District at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the District but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$225
Associate Director	\$210
Senior Consultant / Manager	\$175
Consultant	\$155
Analyst	\$130
Clerical/Support	\$105

TERMS

Consulting services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party may cancel this contract with 30 days written notice.



RESOLUTION 55-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING AMENDMENT OF THE AGREEMENT WITH NBS FOR SERVICES ASSOCIATED WITH CREATION OF A COMMUNITY FACILITIES DISTRICT TO FUND FIRE AND PARK SERVICES

WHEREAS, the District has set forth processes using professional consultants to evaluate and update its Development Impact Fees and related charges (Impact Fee Study); and

WHEREAS, the District issued a request for proposals for professional consulting services for the Impact Fee Study and received eight (8) proposals from qualified firms on June 12, 2020; and

WHEREAS, after substantial review, the Board of Directors awarded the Impact Fee Study consulting contract to NBS, who has proven qualified and performed well in the initial work; and

WHEREAS, on November 10, 2020, the Board of Directors directed staff to begin the creation of a Community Facilities District (CFD) within the District to be formed contain District property and provide for annexation of additional properties as a condition of receiving certain land development entitlements from the County of Tuolumne; and

WHEREAS, due to the qualifications and experience of NBS in the creation of Community Facilities Districts, the Board authorized the General Manager to negotiate a scope of work and fee with NBS for consulting services necessary for the creation of Groveland CSD CFD #1; and

WHEREAS, an acceptable scope of work and appropriate fee has been presented by NBS and is attached hereto.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby approve an amendment of the Agreement with NBS for Services Associated with creation of a Community Facilities District to fund Fire and Park Services as contained in the attached Exhibit A.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on December 8, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Jennifer L. Flores, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on December 8, 2020.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Pete Kampa, General Manager

DATE: December 8, 2020

SUBJECT: Agenda Item 7E. Adoption of a Resolution Approving the Board Norms and Protocol

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 56-2020 approving the Board Norms and Protocol.

BACKGROUND:

Following months of public Board Workshops, on January 8, 2019, the Board of Directors adopted the final version of Board Norms and Protocols that are currently being practiced. Great strides have been made in developing communication among the Board and establishing functional and agreed upon meeting protocol. The Board has also developed a slate of "norms" which detail how the Board expects itself to act in itself, and with the public. It is important to continue to practice our mission, goals, desired outcomes, strategies, as well as measures and targets to get the results that best serve our District and Community.

The Board has directed that the Norms and Protocol be reviewed on a regular basis or as new Board members are elected or appointed.

ATTACHMENTS:

1. Adopted Board Norms Protocol
2. Resolution 56-2020

FINANCIAL IMPACT:

None.

Groveland Community Services District

Board of Directors Norms for Effective Deliberations

Adopted: January 8, 2019

Ratified or Updated: December 8, 2020

THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AGREE TO:

Relationship Norms

- *Create an environment that promotes respect and appreciation (never dismiss/devalue others)*
 - *Listen openly, trying to really hear what other people are saying*
 - *Ask probing - not challenging - questions to further understanding and gain knowledge*
 - *Address process, not personalities*
 - *Use "I" messages (no blame)*
 - *Look for common ground/build consensus*
 - *Each be responsible for the success of the meeting (participate equally)*
 - *Maintain appropriate body language*
-

Capacity Norms

- *Hire sufficiently qualified personnel to meet the needs of the District*
 - *Expand education for the Board and staff*
 - *Expect creative decisionmaking*
 - *Maintain a high level of service and responsiveness by adhering to a policy of updating technology and resources*
 - *Ensure a cooperative and open work and Board meeting environment*
-

Process Norms

- *Be committed to the mission of the District*
 - *Monitor and respond to the changing needs of the community*
 - *Address and resolve policy issues, and set priorities*
 - *Maintain confidentiality (builds trust)*
 - *Work toward the future - learning from the past*
-

Communication Norms

- *Request information through the General Manager*
 - *Be respectful of staff time and priorities when requesting information*
 - *Paraphrase for understanding*
 - *Be accurate and brief*
 - *Actively listen*
 - *Not guess if we aren't certain of the answer*
 - *Understand that we will not know every aspect of daily District operations*
-

GROVELAND CSD BOARD MEETING AND DIRECTOR PROTOCOL

Adopted January 8, 2019, Ratified December 8, 2020

PREPARATION FOR BOARD MEETINGS

1) Placing staff generated items on the agenda

- a) The District's General Manager places these items on the draft agenda, and the agenda is reviewed by the GM and Board President for final approval.

2) Placing a Board member item on the agenda

- a) The Board President and GM ultimately decides if the item is appropriate to be placed on the agenda and if so, when. If it is decided that the item is not appropriate to be placed on the agenda, the Director may take the issue up with the full Board wherein the Board by consensus may direct the GM to place the item on a future agenda for discussion.

3) Placing a public item on the agenda

- a) The Board President and GM ultimately decides if the item is appropriate to be placed on the agenda and if so, when. If it is decided that the item is not appropriate to be placed on the agenda, the public member may take the issue up with the full Board in Public Comment wherein the Board by consensus may direct the GM to place the item on a future agenda for discussion.

4) Standard Agenda Action Item Wording

- a) The Board agreed to add a "Discussion and Action Items" section to the agenda with clear wording provided on the anticipated action to be taken by the Board.

5) Structure and order of agenda

- a) The Board agreed to the following:
 - i) Approve the Order of the Agenda
 - ii) Public Comment
 - iii) Information Items/Staff Reports
 - iv) Consent Calendar
 - v) Old Business/Continued Business
 - vi) Discussion and Action Items
 - vii) Adjournment
- b) The Board also agreed to provide for "fixed time" agenda items to allow for items to be considered at a specific time under certain circumstances. The Board recommends that interested members of the public show up at the beginning of

the meeting as the exact time an item will be heard on the agenda cannot be guaranteed.

6) Use of Consent Calendar

- a) The Board agreed to use the Consent Calendar to approve minutes, payables, waive reading of Ordinances and Resolutions except by title and other non-controversial items as determined appropriate for effective meeting time management by the GM and Board President.

7) Board agenda packet content, preparation and distribution

- a) The Board agreed that the goal is to receive the agenda packet by the Friday before the meeting at the latest. The Board would further like to retain receiving the agenda and packet via paper and email copy for the time being with the potential of going fully paperless in the future.

8) Getting questions answered about agenda items prior to meeting

- a) The Board agreed to continue to seek answers to questions from the GM or Board Secretary as appropriate and needed; in advance of Board meetings.

9) Scheduling Board workshops or study sessions

- a) The Board agreed to scheduling special/workshop meetings for items that will garner public interest and/or require broad public input, taking into account best day, time, and location appropriate when scheduling.

10) Agenda items heard in committee prior to placement on agenda

- a) Board agreed that normally agenda items do not need to be reviewed by a committee prior to being placed on a meeting agenda.

11) Detail and content of Board meeting minutes

- a) The Board agreed that the practice of having the District Secretary transcribe portions of the meeting minutes to include a summary of what was said, in addition to the actions taken put the District at risk of liability by permanently maintaining potentially inaccurate and irrelevant information. Preparing summary Minutes further put the Secretary in the position of determining what statements or portions thereof were important and unimportant to include; and to understand and frame the issues from the perspective of the speaker.
 - i) The Board agreed to follow the existing policy and to have the minutes reflect only the actions taken by the Board.

BOARD MEETING CONDUCT

12) Board room layout

- a) The Board agreed to rearrange the Board table to move the president to the middle, in an L shape.

13) Board meeting length

- a) The Board agreed to try and keep the Board meetings to a 3 hour maximum.

14) Board meeting date and time

- a) The Board agreed to change the Board meeting date and time to the second Tuesday of the month at 10:00am.

15) Role of the president

- The Board agreed that the President presides over meetings, works with the GM in establishing the final agenda, and has no more authority than other Directors, beside chairing responsibility/duty.

16) Public Input at Board Meetings and Board expectation of response to public comments

- a) The Board developed the following procedure regarding all public comment:

PUBLIC COMMENT (NON-AGENDA ITEMS)

Three Minutes Per Speaker

- Board President will open Public Comment and explain its purpose
- The Board cannot have discussion or debate with those commenting or asking questions (except for clarification)
- Public Comments that require lengthy discussion or where answers are requested:
 - Simple "Yes or No" type factual answers may be given by the President or General Manager
 - The issue may be referred to Board President and GM to discuss for future agenda
- The Board President will formally close public comment

**The GM may briefly address questions from public comment in the (informational) staff report agenda item later in the meeting

INFORMATIONAL REPORTS

(General Manager, Fire, Operations and Administration)

Provided for transparency purposes; to inform the Board and public with updates on critical projects, timely issues, legislation and other matters not requiring immediate Board action

- Board and Public Comments are taken on Reports at the conclusion of each staff report
- Staff may respond to questions with brief clarification
- No Board discussion or deliberation will be conducted for items discussed in reports
 - Report topics are not specifically listed on the agenda with enough detail for Board discussion

BOARD PRESIDENT STATEMENT PRIOR TO AGENDA ACTION ITEMS

- *The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment will be received on each individual agenda item listed below, prior to Board action.*
- *At the conclusion of a public comment on an agenda item, the President may ask a speaker a question for clarification if necessary, and may ask staff to respond to issues or questions raised. Responses will be polite, respectful, and factual.*
- *If Board members want to respond to public comments or questions on agenda action items, I ask that you wait until after staff has provided the factual responses, and do so in the course of deliberation on the decision.*

ITEMS LISTED ON THE AGENDA

- Board President Introduces the Agenda Item
 - Staff Report is Provided
 - Board President may seek Initial Board Input or Thoughts to Ensure Clarity
 - Board initial deliberation; motion/second
 - Open and Receive Public Comment or questions on the Agenda Item and Motion
 - Board President will Close Public Comment
 - Staff will Provide Answers to Public Questions Raised if Directed by the Board President
 - Board final Deliberation and Vote
-

17)Board member reports during meetings

- a) The Board agreed to potentially amend the Board Policy and agenda format to include a section regarding Board member reports, with the understanding that there will be established time limits and that there shall be no criticism of other Board members or staff members during such reports.

18)Staff reports to the Board at meetings

- a) The Board agreed that brief reports on staff actions and activities was important and should be provided in writing for the Board meeting when possible.

19)Rules of Order of Board meetings

- a) The Board agreed that it will continue to use a flexible rule of order at this time.

20)Tabling agenda items

- a) The Board agreed that Board meetings take much preparation time and time/effort for public attendance. Considering this, the Board will strive to act on all agenda items and try to avoid tabling items if at all possible; but to use when needed as determined by a vote of the Board.

The Board ultimately decided to eliminate all standing committees until such time as formation was deemed needed and appropriate, and that each committee would have a clear task/goal and time frame at the time of formation. The Board agreed that the following will be determined at the time a committee is formed:

- Role and authority of the committee formed
- Committee procedure - recommendations versus voting
- Preparation and distribution of committee agendas
- Verbal committee reports to the Board in meeting, or (Written) committee meeting report, preparation, dissemination

BOARD MEMBER CONDUCT AND RELATIONS IN WITH COMMUNITY

21) Board would like to potentially create policy regarding the election of Board officers annually.

22) Expectations of Board member representation of the District in public/meetings

- a) The Board agreed that Directors will not make comments that tend to discredit the District or its employees
- b) The Board agreed and possible policy implementation “that Board members make it clear what is *their* personal opinion, and what the opinion of the Board as a whole. It was also agreed that Board member’s will make statements that although they may not have voted a particular way on an issue, that they support the Board’s decision.

23) Communication with the media – contact person/training

- a) The Board agreed that this communication will be left as sole responsibility of the GM, and that Board members may only confirm facts or statements they made are accurate. Possible policy creation in the future if needed.

24) Board member attendance at local functions and other agency meetings

- a) The Board agreed that there was no concern with Board member attendance and participation, knowing that they must state that they are attending as a non-Board member, unless approved otherwise by the Board.

25) Board member attendance of industry conferences

- a) The Board agreed to strongly encourage Board member attendance to include the CSDA Leadership Academy and Annual Conference, with a goal of sending 1 to 2 directors annually.

26) Board training expectations

- a) The Board agreed that Ethics and Harassment training are mandatory and must be kept current, and that attendance at industry training and conferences is encouraged and supported. The District will budget for Director attendance at

training functions.

27) District recognition for good governance

- a) The Board agreed that it would like to achieve the CSDA District of Distinction Designation and Transparency Certifications

COMMUNICATION EXPECTATIONS

28) Management and content of district website

- a) The Board agreed that it would like to see more frequent updates to add new relevant items and to remove older non-relevant items.

29) Information to public related to budgets, policies, projects

- a) The Board requested that such current information be available on the website with simple descriptions and links for more information

30) How much does the Board want to know and how should it be distributed?

- a) Legislation
 - i) Through signing up on CSDA or in a GM report if needed
- b) Other Board member requests for info
 - i) The Board would like to be provided information that is requested and provided to an individual director
- c) Awards, certifications, accomplishments, cost savings, start and end of projects, milestones, etc
 - i) To be presented in reports at Board meetings

31) How ideas are brought up

- a) Ideas are to be presented to the General Manager, who can present them in meeting reports as appropriate

32) Handling complaints or comments from the public outside of meetings

- a) The Board agreed that public complaints or concerns should be routed through the GM, who will bring to the Board as needed.

33) Handling complaints from staff

- a) The Board agreed these would be handled by the GM or through the use of outside consultants if related to the GM.

34) Individual director requests for action during meeting - Clear direction to staff

- a) The Board agreed that it would clarify the request and seek consensus of the Board prior to providing the GM direction

35) GM to Board communication

- a) The Board agreed that meeting reports and agenda items should be adequate

communication from the GM to the Board. The GM may generate memos or emails to communicate items of critical, immediate importance to the Board, with the understanding that there shall be no Board reply unless at a meeting

36) Board member to staff communication outside of meetings

- a) The Board acknowledged that direct communication with staff members below the GM can be misconstrued, but is certainly not prohibited

37) Arranging and conducting Board member site visits

- a) The Board agreed that site visits are a beneficial component of the orientation process and should be arranged by the GM for each new director or directors. Site visits by individual Board members are to be coordinated through the GM.

38) Document management, confidential

- a) The Board agreed that it would return all confidential documentation to the GM or Board Secretary for handling. The Board further agreed that no confidential information will ever be disclosed in any manner.

RESOLUTION 56-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE BOARD NORMS AND PROTOCOL

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, on January 8, 2019 the Board of Directors adopted and effectively implement the agreements and expectations as “Board Norms and Protocol” to provide for solid District transparency and accountability in its public processes; and

WHEREAS, the adopted Norms and Protocol should be regularly reviewed by the Board for relevancy and adequacy and updated as needed when new Board members are elected or appointed; and

WHEREAS, the Board has reviewed, updated and amended the Norms and Protocol as herein contained.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby approve the Board Norms and Protocol.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on December 8, 2020 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:
- ATTEST:

Jennifer L. Flores, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on December 8, 2020.

DATED: _____

AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: December 8, 2020

SUBJECT: Agenda Item: 7F. Election of Board Officers for Calendar Year 2021

RECOMMENDED ACTION

Adopt a motion to:

1. *Nominate and elect Board President for Calendar Year 2021*
2. *Nominate and elect Board Vice President for Calendar Year 2021*
3. *Appoint Rachel Pearlman to be the District's Board Secretary*

SUMMARY

According to Section 3.1 of the Policy Manual of the Board of Directors, adopted by Board Resolution 15-04 on December 8, 2004, the Board shall annually elect the Board President and Vice President for each calendar year. Normally this is done in December. By Board policy, the General Manager or his designee shall perform the duties of Treasurer. The current Board Secretary and Administrative Services Manager recommends the Board appoint Rachel Pearlman as the District's new Board Secretary. Rachel has been training under the current Board Secretary for close to two years, attended the CSDA Board Secretary/Clerk Training Conference, and has been taking on increasing Board Secretary responsibilities. These appointments will become effective at the January 12th meeting.



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Andrew Murphy, Assistant Fire Chief

MEETING DATE: 5/12/2020

SUBJECT: Agenda Item 6B: Consideration of Approval of Application to the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program Funded by FEMA to Increase District Fire Department Staffing at the Groveland Fire Station to a Minimum of Three Persons Daily

RECOMMENDED ACTION

Approve application to the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the purpose of the hiring three new firefighters to increase on-duty staffing to a minimum of three persons daily for GCSO Fire in the amount of approximately \$1,300,235, **and** authorize the General Manager to sign. **Further the Board declares that it does not have the available financial resources to cover all or part of the cost share of the above grant.**

BACKGROUND

The Staffing for Adequate Fire and Emergency Response (SAFER) Grant application period has recently opened. This grant through the Federal Emergency Management Agency (FEMA) was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720). Assistance to Firefighter's grant applications are due May 15, 2020 with the anticipated award announcements being in mid-2020.

The SAFER Grant Program is a competitive, discretionary grant program to provide federal financial assistance to help fire departments hire new firefighters. The goal is to improve fire department staffing levels to ensure that an adequate number of personnel respond and safely perform at incident scenes and provide protection from fire and fire-related hazards within communities. This grant provides three-year grants to assist fire departments by paying a portion of the salaries and benefits of the SAFER-funded positions.

A landmark study, "*Report on Residential Fireground Field Experiments*," conducted by the National Institute of Standards and Technology published in April of 2010 and decades of research by the National Fire Protection Association (NFPA), an international nonprofit organization devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards, supports increased staffing for fire departments

and shows that, for crews facing a single-family home on fire, or a significant medical emergency, size of the crew matters. When a reduced staffed fire company encounters a working structure fire, it is forced to make difficult decisions regarding its personal safety versus its commitment to saving lives and property.

Additional staffing gives crews on scene greater flexibility to operate, especially in rural areas where the next in resources are a significant distance away. Additional staffing helps crews accomplish critical tasks on emergency scenes, like getting water on the fire sooner or raising a ladder to a window for rescue, in less time and allows firefighters to accomplish the job more quickly and get back to the station to be ready for the next call in less time.

The study shows that additional staffing makes firefighting safer and healthier for the responding crews too. With reduced staffing of two persons per engine, firefighters maximum heart rates are higher and stay higher after each response. Heart attacks are a leading cause of firefighter line of duty deaths.

Other benefits in addition to the effective response force on fires and medical aids will be increases and efficiency in all their daily duties including commercial fire inspections, defensible space inspections, educational activities, maintenance and station duties, research, accountability, outreach, new programs and much more. With an additional operator on duty, it would be possible to split-staff and deploy a second engine, virtually immediately doubling the equipment and firefighting/scene control capacity on scene. The second engine deployment is especially viable if a Resident Volunteer Firefighter is on shift or when four staff are on duty with no one on leave or external assignment.

The Draft 2020 GCSD Fire Master Plan completed by Citygate identifies the need and rationale for additional staffing in the District to increase the effective response force to mitigate emergency incidents. The hiring of additional personnel would continue GCSD towards that goal.

CAL FIRE would be responsible to provide the additional firefighters if the grant is awarded, under the terms of the Schedule A contract. The grant funding would be provided to the district to reimburse the additional CAL FIRE billing for the additional staff. Under the grant program, the District is responsible for a portion of the costs as detailed below. The amount of Federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed:

- in the first and second years of the grant period, 75 percent of the usual annual cost of a first-year firefighter employed by that department at the time the grant application was submitted; and
- in the third year of the grant, 35 percent of the usual annual cost of a first-year firefighter employed by that fire department at the time the grant application was submitted.

“Usual annual costs” includes the base salary (exclusive of non-FLSA overtime and standard benefits package (including the average health, dental, and vision costs, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first-year firefighters. The District may be eligible for a cost waiver for both the 25% match and the maximum per-firefighter costs, and will make the appropriate waiver requests in the application.

\$350,000,000 has been set aside by the Federal Government to fund this grant program. There is no maximum award amount for grant awards made under this FY 2019 SAFER Grant Program and the period of performance is 36 months.

The County of Tuolumne was previously awarded a similar SAFER grant in 2012 for the hiring of firefighters to staff Jamestown Station, which continues to be staffed through the County of Tuolumne.

ATTACHMENTS

- None

FINANCIAL IMPACTS

If awarded and no cost waivers are approved by FEMA, the grant provides 75% funding the first and second year and 35% funding the third and final year. The total cost breakdown and GCSD matching funds requirement is as follows:

	Total Cost	Proposed Grant Amount	GCSD Match
Year 1	\$412,445	\$304,572 (75% of cost)	\$107,973
Year 2	\$433,068 (+5%)	\$304,572 (75% of 1 st year)	\$128,495
Year 3	\$454,722 (+5%)	\$144,356 (35% of 1 st year)	\$310,366
	\$1,300,235	\$753,500	\$546,834

These costs are for additional CAL FIRE employees and would be hired and the positions filled and supervised according to the current practices through the Schedule A cooperative fire protection agreement. There is no obligation to continue funding the positions after year three if long-term funding isn’t secured.

**Account Executive Information:**

Carrie Schneider
Account Executive
cschneider@lexipol.com
(415) 318-3835
Lexipol
2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Department Information:

Andy Murphy
Assistant Chief
andy.murphy@fire.ca.gov
(209) 419-4403
Groveland Community Service District Fire Department
Hwy 120 POB 350
Groveland, California 95321

Date: 12/2/2020**Contract & Proposal Valid Through:** 12/11/2020**Grant Due Date:****Grant Details:** SAFER FY20 - Hiring

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1	GW1	Complete Grant Writing Service	USD 5,000.00	50.00	USD 2,500.00
				Discount:	USD 2,500.00
				TOTAL:	USD 2,500.00

Discount Notes

includes 50% SAFER November promo

Terms & Conditions:**An invoice or credit card authorization form will be sent upon receipt of a signed agreement.**

Contract Delivery: Department and/or agency takes full responsibility for submitting required information on time. Department and/or agency is responsible for submitting the final grant application by the grant deadline. Failure to submit requested materials to write the grant application on time will result in rollover of project to next grant application cycle. Requests for contract cancellation will result in a 50% fee of the total value of the contract. The GrantFinder Master Subscription Agreement ("MSA") located at <http://www.lexipol.com/GTGF-Master-ServiceAgreement> between the Customer and Praetorian Digital govern the use of the Praetorian Digital GrantFinder research system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA. Services to Be Provided: Praetorian Digital will provide ("Subscriber") with an annual license to GrantFinder. ("Services"). Praetorian Digital warrants that (i) Services will have an uptime of at least 95% during the term; (ii) Praetorian Digital has the right to enter into this agreement and to perform its obligations hereunder; and (iii) Services do not infringe any patent, copyright, trademark, trade secret or other proprietary right in any jurisdiction or otherwise contravene any rights of any third person. Term: The initial term of this agreement is specified by the start and end dates above. **Billing & Renewal:** Invoice for grant writing agreements will be sent as soon as work is started for target grant. Complete payment must be received no later than 30 days after receipt of invoice. GrantFinder shall renew automatically at current rate card rates for 1 year unless Subscriber notifies Praetorian Digital, in writing, prior to sixty (60) days before the initial term is to end. **Collections:** Client agrees to pay for all costs of collection, including but not limited to, reasonable attorney fees and other fees made necessary by the nonpayment. Praetorian Digital reserves the right to suspend all services until payment is received in full and may terminate this agreement at their discretion if department and/or agency fails to comply

with the terms of this agreement. Accounts over 28 days past due shall be charged a twenty-five dollar (\$25) late fee. **Materials:** Must be received 5 days prior to the grant application close date.

Signature: _____

Title: AC Date: _____

Groveland Community Service District Fire Department Grant Assistance Proposal

***Lexipol** is the leading online media company in the public safety market. Our properties are visited by more than 2 million first responders and public safety professionals every month and we work with more than 400 sponsors. We are deeply committed to providing resources and cutting-edge information that help first responders stay safer and better protect their communities.*

Confidentiality: *The information contained in this proposal is confidential and is intended only for the persons to whom it is transmitted to by Lexipol.*

Account Executive Information

Carrie Schneider
Account Executive
cschneider@lexipol.com
(415) 318-3835

Grant Assistance Program Details

Our grant writers & consultants are all active members of the public safety community with combined grant writing experience of 30+ years. Their success rate for grant approval is 60% higher than the national average and to date have been funded for hundreds of millions in grants for Public Safety awards. Praetorian Digital's GrantsHelp Programs have been assisting departments since 2009 with grant research, writing and consultation. The consultative nature of our service will result in grant applications intelligently tailored to grant program requirements; greatly improving the chance your department will ultimately be funded.

Our Program

The GrantsHelp Grant Assistance Programs are a custom, comprehensive solution to fully execute on the coordination and creation of high-quality grant applications. The full program allows your department the ability to secure grants that will be used to purchase equipment you could otherwise not afford. While we cannot guarantee funding, we will do everything in our power to make sure we have clearly and effectively presented a strong case statement for funding your proposed grant project to the grant making agency.

Complete Grant Application Service: Application, Narrative Development & Review

Should you find that your agency does not have the time or experience to fill out the data entry elements of your grant application, we recommend you upgrade your grant writing service to include complete application help.

Let our very experienced project management team directly fill out and complete the data entry sections of the targeted grant application. Based on information that you provide to us directly we will be able to take care of the remaining elements as well as adding your narratives directly into the application.

Once the grant application is assembled including narratives, we will contact you to review the entire application. After you approve the final version of the application, your department is responsible to submit the grant to the grant maker.

This is the perfect upgrade for the department who has been turned down multiple times, is new to the targeted grant program or just doesn't have the time to put together the application themselves.

- Includes customized Grant research specific to the departments funding needs
- 1:1 Unlimited, personalized grant consulting from Senior Grant Consultants
- Customized, written grant narratives based on information provided from the department
- Completion of grant application by GrantsHelp team

- Grant Consultants will provide unlimited reviews of department's application before final submission by department

Testimonials

<http://www.firegrantshelp.com/fire-grant-assistance-testimonials/>

Grant Writing Team Members

Fatima Rasul has a Master of Public Administration, specifically focusing on nonprofit management and policy. After several years of directly serving at-risk communities, Fatima spent time as a Grant Writer/Fund Analyst for the Office of Strategic Partnerships & Government Affairs at the City of Dallas. Through this position, she was actively involved in grants throughout all major City departments such as Housing, Fire, Police, Economic Development and City Attorney's Office. To sufficiently fund the programs, she primarily worked with HUD, FEMA, Texas Veterans Commission, and the Office of the Texas Governor. Additionally, Fatima gained experience while assisting with securing over \$3 million in federal, state, and private funding for the City of Dallas. Through managing, researching, writing, and advising on a variety of programs, Fatima has been able to efficiently utilize skills in government and nonprofit settings.

Jerry Brant is a Senior Grant Consultant and Grant Writer with FireGrantsHelp and EMSGrantsHelp. He has 40 years of experience as a volunteer firefighter in rural west central Pennsylvania. He is a life member of the Hope Fire Company of Northern Cambria, where he served as chief for 15 years. He is currently an active member of the Patton Fire Company #1. For 20 years, Jerry was employed as the executive director and then president of a small non-profit community development corporation. Jerry has successfully written more than \$52 million in grant applications and proposals.

Meghan Keely started her career with Lexipol in 2019, after spending five years as the Economic Development Manager for a Local Development District in Northwest, Pennsylvania. During her time as an Economic Development Manager, Meghan coordinated and managed several Federal, State and Local grant/funding programs, including Pennsylvania's Partnerships for Regional Economic Performance; Economic Development Administration (EDA); Appalachian Regional Commission (ARC); Veteran's Trust Fund, Business Services and others. In addition to managing several funding programs, Meghan served as a grant writer, coordinator of regional economic/workforce/education partnerships, event planner and provided technical assistance for grant/funding programs. Over the last five years as a grant writer, Meghan has successfully researched, reviewed, drafted, and submitted over 50 grants for non-profit and government agencies. These grant applications ranged from seed money grants to partnership grants and grants for supplies and specific programs. She has won more than 75 percent of these highly competitive grants – securing over 20 million in federal, state, and local funds. She has extensive knowledge of the grant making and writing process, experience working with governmental and private foundation grant makers and is dedicated to creating the most compelling and complete grants for success.

Ron Flavin is a top producing grants specialist who has secured more than \$200 million in funding for his clients. His expertise spans a broad range of disciplines and includes public safety, infrastructure, telecommunications, economic development, healthcare, technology, education, job training, capacity building and more. Ron regularly works as a program reviewer for a variety of state and Federal funding agencies. In this capacity, he has led and been part of the decision-making teams that have awarded more than \$1 billion in funding.

Stephanie Bays has a Master of Public Administration and has led in a direct service role and in an administrative capacity for the public and nonprofit sectors for ten years. Most recently, Stephanie served as the Grant Manager for the Dallas County Juvenile Department, where she directed a team in developing, writing, and managing pre- and post-award grant processes. While authoring, securing and maintaining a competitive grant award amount of approximately \$2.1 million for the department over the course of her tenure, she also helped secure over \$1 million in federal funding for the County, which benefited local first responders and Dallas County youth. Federal, state, and local grants were awarded under the Criminal Justice Division, which consisted of JAG, Specialty Court, and Juvenile Justice allocations, through the Office of the Texas Governor, the Texas Juvenile Justice Department, the Bureau of Justice Assistance, and the Office of Juvenile Justice and Delinquency Prevention. Stephanie has an array of experience in other funding opportunities, as well, which includes topics on Career and Technical Education (CTE), Diversion programming, and Human Trafficking. Finally, she implemented best practices in grant making, contract monitoring, and spending under the advisement of a community board to distribute juror fund donations of \$300,000 annually, which was distributed to internal County programs and to innovative non-profit organizations.

Steve Meyer lives in Iowa where he has been a Fire Chief for 35 years and has been writing successful grants for the Fire, Emergency and Disaster Services; and Municipalities since 2001. Over the last 15 years he has secured over \$25M in awards for various fire and emergency departments and municipalities. Steve has experience with USDA, all AFG grants, COPS Grants, EMS Grants, Hazard Mitigation Grants and Private or Corporate Foundation Grants.

Steve Spraker is the Deputy Fire Chief of Operations for the McHenry Township Fire Protection District. Steve is responsible for the day-to-day operations of a 190-member combination fire department with 5 fire stations and 5,600 emergency calls each year. Additionally, he previously served on a paid-on-call fire department for 16 years, 6 of them as Fire Chief. An 18-year member of the fire service, Steve has been writing and securing grants for fire departments for more than 15 years. Steve has helped to secure over 20 million dollars in grant funding for fire departments. He has worked with such grant programs as the Assistance to Firefighter's Grant, SAFER, Fire Prevention, USDA, and private foundations.