REGULAR MEETING OF THE BOARD OF DIRECTORS

Groveland Community Services District

AGENDA

July 10, 2017 10:00 a.m.

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

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Robert Swan, President Maureen Griefer, Vice President John Armstrong, Director Nicholas Stauffacher, Director Scott Wemmer, Director

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

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

1. Agenda Approval

Action Items to be Considered by the Board of Directors

2. Consent Calendar

- A. Approve Minutes from the June 12, 2017 Regular Meeting
- B. Approve Minutes from the June 22, 2017 Special Meeting
- C. Approve Minutes from the June 29, 2017 Special Meeting
- D. Approve Minutes from the June 30, 2017 Special Meeting
- E. Waive Reading of Ordinances and Resolutions Except by Title
- 3. Consider for Approval Land Lease Agreement between the Groveland Community Services District and the Southern Tuolumne County Historical Society

- 4. Consider for Approval the Purchase of Two New District Vehicles
- 5. Consider for Approval Authorizing the General Manager to Execute Installment Payment Agreement
- 6. Consider for Approval Issuing Payment to CalPERS for the District's Unfunded Accrued Liability
- 7. Consider for Approval Resolution 10-17, A Resolution of the Governing Body of the Groveland Community Services District for the Election of Directors to the Special District Risk Management Authority Board of Directors
- 8. Consider for Approval Voting for One (1) Candidate to be Elected to the California Special Districts Association
- 9. Consider for Approval Hold Harmless Agreement Between Groveland Community Services District and David Smith Construction for Skate Park Repairs
- 10. Consider for Approval Sending Letter Opposing the Sale of Transmission Assets
- 11. Consider for Approval Sending Letter in Opposition of AB 1479
- 12. Consider for Approval Sending Letter to Alcoholic Beverage Control (ABC) in Support of the Chamber of Commerce Selling Beer and Wine at 49er Festival
- 13. Consider for Approval Addendum to General Manager Employment Agreement

Information Items

- 14. Update on District Grants
- 15. Update on Sewer Rate Study
- 16. Staff Anniversary Updates
- 17. Discuss AB 1234 and AB 1825 Training Requirements
- 18. Ad Hoc Committees Reports
 - A. Board of Director's Policy Manual (Director Swan)
 - B. Equipment Review Committee (Directors Wemmer & Armstrong)
 - C. Survey Committee (Directors Griefer & Armstrong)
 - D. Budget Committee (Directors Swan & Griefer)
 - E. Fire Department (Directors Armstrong & Wemmer)
 - F. Drought Ordinance Revision Committee (Directors Swan & Wemmer)
 - G. General Manager Recruitment Committee (Directors Swan & Griefer)
- 19. Standing Committee Reports
 - A. Park Committee (Directors Wemmer & Griefer)
 - B. Water Conservation (Director Swan & Stauffacher)
 - C. Finance Committee (Director Swan & Director Griefer)

20. Staff Reports

- A. General Manager's Comments
- **B.** Operations and Maintenance
- C. Admin/Finance
 - a. List of June Payables

21. Director Comments

22. Adjournment

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

Summary of Guidelines for Public Comments at District Board Meetings

(Excerpt from Exhibit B of Policy Manual for the Board of Directors)

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

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

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

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

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

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

REGULAR MEETING OF THE BOARD OF DIRECTORS GROVELAND COMMUNITY SERVICES DISTRICT GROVELAND, CALIFORNIA

June 12, 2017 10:00 a.m.

The Board of Directors of Groveland Community Services District met in regular session on the above mentioned date with Directors Robert Swan, President, Maureen Griefer, Vice President, Scott Wemmer, and Nick Stauffacher being present. Also present was General Manager Jon Sterling and Office Manager/ Board Secretary Jennifer Flores.

Call to Order

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

Director Armstrong was absent.

Public Comment

None.

Agenda Approval

Motion

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

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

Action Items to be Considered by the Board of Directors

Consent Calendar

- A. Approve Minutes from the May 8, 2017 Regular Meeting
- B. Approve Minutes from the May 15, 2017 Special Meeting
- C. Approve Minutes from the June 5, 2017 Special Meeting
- D. Waive Reading of Ordinances and Resolutions Except by Title

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to approve the Consent Calendar.

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

Consider for Approval Three (3) Resolutions Required by the State Water Resources Control Board (SWRCB) as Part of the Clean Water State Revolving Fund (CWSRF) Application

General Manager Jon Sterling presented the item to the Board. He stated that the three resolutions in front of the Board were required by the state and must be approved in order for the District to submit an application for grant funding for the rehab of the District's two clearwells. A discussion ensued between the Board and staff.

A. Resolution No. 7-17 Titled: "Resolution of the Board of Directors of the Groveland Community Services District Authorizing the General Manager to Sign and File a

Financial Assistance Application to the State Drinking Water State Revolving Fund (DWSRF) For The Rehabilitation of Two 2.0 Million Gallon Clearwells."

Motion

Director Stauffacher moved, seconded by Director Swan, and the motion passed to approve Resolution No. 7-17 Titled: "Resolution of the Board of Directors of the Groveland Community Services District Authorizing the General Manager to Sign and File a Financial Assistance Application to the State Drinking Water State Revolving Fund (DWSRF) For The Rehabilitation of Two 2.0 Million Gallon Clearwells."

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

B. Resolution No. 8-17 Titled: "A Resolution of the Board of Directors of the Groveland Community Services District Authorizing the General Manager to Sign Financing Agreement, Amendment, and Certifications for Funding Under the Drinking Water State Revolving Fund (DWSRF); Authorizing General Manager to Approve Claims for Reimbursement; Authorizing General Manager to Execute Budget and Expenditure Summary; Authorizing General Manager to Sign the Final Release Form and General Manager to Sign the Certification of Project Completion; and Pledging and Dedicating Net Water Revenues Towards Payment of DWSRF Financing"

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to approve Resolution No. 8-17 Titled: "A Resolution of the Board of Directors of the Groveland Community Services District Authorizing the General Manager to Sign Financing Agreement, Amendment, and Certifications for Funding Under the Drinking Water State Revolving Fund (DWSRF); Authorizing General Manager to Approve Claims for Reimbursement; Authorizing General Manager to Sign the Execute Budget and Expenditure Summary; Authorizing General Manager to Sign the Final Release Form and General Manager to Sign the Certification of Project Completion; and Pledging and Dedicating Net Water Revenues Towards Payment of DWSRF Financing." Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer Absent: Director Armstrong

C. Resolution No. 9-17 Titled: "A Resolution of the Board of Directors of the Groveland Community Services District Stating Its Intention to be Reimbursed for Expenditures Incurred Ahead of the Approval of the Disbursement of DWSRF Construction Funds From the State Water Resources Control Board"

Motion

Director Wemmer moved, seconded by Director Stauffacher, and the motion passed to approve Resolution No. 9-17 Titled: "A Resolution of the Board of Directors of the Groveland Community Services District Stating Its Intention to be Reimbursed for Expenditures Incurred Ahead of the Approval of the Disbursement of DWSRF Construction Funds From the State Water Resources Control Board."

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

Consider for Approval Attorney Representation Agreement between Groveland CSD and Atkinson, Andelson, Loya, Rudd, & Romo

Office Manager Jennifer Flores presented the item to the Board. She stated that the District's agreement with Atkinson, Andelson, Loya, Rudd, & Romo, the District's legal counsel regarding personnel matters, is expiring and that a new annual agreement was in front of the Board for approval. She also noted that the terms of the agreement were the same, but that there was a \$15 per hour price increase. A discussion ensued between the Board and staff.

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to approve Attorney Representation Agreement between Groveland CSD and Atkinson, Andelson, Loya, Rudd, & Romo with the addition that Section D will be revised to state "Law Firm" rather than "Firm."

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

Consider for Approval Providing Response to Tuolumne County Community Resources Agency Requesting Hazard Mitigation Fees be Collected for Camp Tawonga Expansion Project

Mr. Sterling presented the item to the Board. He stated that the District received expansion plans for Camp Tawonga from the Tuolumne County Community Resources Agency that could result in a cost impact to the District via its mutual aid agreement. He further stated that he believed it would be in the District's best interest to reply to the County requesting they require hazard mitigation fees be assessed. A discussion ensued between the Board and staff.

Motion

Director Wemmer moved, seconded by Director Swan, and the motion passed to direct staff to provide response regarding Camp Tawonga expansion project to the Tuolumne County Community Resources Agency specific to the collection of hazard mitigation fees.

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

Consider for Approval FY 2017-18 District Wide Budget

Mr. Sterling presented the item to the Board. He stated that the Board received the proposed budget at the May 8th meeting, and the approval of the budget was postponed until today's meeting to give newly appointed Director Stauffacher the opportunity to review. A discussion ensued between the Board and staff.

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to approve the FY 2017-18 District Wide Budget.

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

Consider for Approval Authorizing Staff to Purchase Playground Equipment for Mary Laveroni Park

Ms. Flores presented the item to the Board. She stated that the current fiscal year budget has \$25,000 budgeted in the Parks Fund for new playground equipment. She further stated that in order for those funds to be expensed in the current fiscal year, the District must issue a payment before June 30th. She also stated the Board approved an additional \$25,000 for the project for

fiscal year 2017-18 and that the remaining balance would be paid out of the upcoming fiscal year budget that becomes effective July 1st. A discussion ensued between the Board and staff.

Motion

Director Wemmer moved, seconded by Director Griefer, and the motion passed to approve authorizing staff to purchase playground equipment for Mary Laveroni Park.

Ayes: Directors Griefer, Swan, and Wemmer

Noe: Director Stauffacher Absent: Director Armstrong

Consider for Approval Setting Deadline for Skate Park Repairs

Ms. Flores presented the item to the Board and stated that she spoke with Dave Valponi regarding the needed repairs and that he was having a difficult time finding a contractor who would perform the repair work. A discussion ensued between the Board and staff.

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to direct staff to fence skate park off immediately with appropriate signage and notification through various public communication channels, that the District is closing the skate park because it is unsafe and to give the Friends of the Skate Park notice that they have one month to have repairs made or scheduled or the District will remove the park and store it.

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

Consider for Approval 2017 Employee Survey

Director Griefer presented the item to the Board. She stated that the Survey Committee met and compiled the proposed employee survey. She further stated that the due date for employees to return the survey is Friday, June 23rd. A discussion ensued between the Board and staff.

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to approve the 2017 Employee Survey.

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

Consider for Approval Addendum to General Manager Employment Agreement

Mr. Sterling presented the item to the Board and stated that the addendum to extend his existing contract thru December 2017 was in front of the Board for approval. He further stated that there were grant applications and opportunities that he would like to see go through before departing. A discussion ensued between the Board and staff. Director Stauffacher requested that he be allowed more time to consider the extension.

The item was tabled to the next regular Board meeting.

Information Items

Discuss Special District Risk Management Authority (SDRMA) Board Election Material Ms. Flores presented the item and stated that the Board has the opportunity to vote for up to four candidates to be elected to the SDRMA Board of Directors. She further stated that the candidates statements were attached to the agenda submittal and that the Board had until

August to submit their vote. A discussion ensued between the Board and staff. The Board requested that the item be placed on July's agenda.

Receive Report from Staff Regarding the Southside Senior Services Lease Agreement Ms. Flores presented the item to the Board and stated that the District received correspondence from Southside Senior Services regarding their acceptance of the District's position that the Land Use Lease Agreement between the two entities was terminated.

Discuss 2013 Municipal Services Review

Mr. Sterling presented the item to the Board. He stated that the Municipal Services Review (MSR) for the District was in front of the Board for review and possible revisions. He further stated that there are services listed within the document that the District could take charge of if it wanted to such as storm water, which he highly advised the Board to have removed as a possible service provided by the District in the revised 2018 MSR. A discussion ensued between the Board and staff.

Update on District Grants

Mr. Sterling provided an update regarding the various active grant projects the District was working on.

Ad Hoc Committees Reports

- A. Board of Director's Policy Manual (Director Swan)
 No report.
- B. Equipment Review Committee (Directors Wemmer & Armstrong)
 No report.
- C. Survey Committee (Directors Griefer & Armstrong)
 Director Griefer presented a summary of the results from the customer survey.
- D. Budget Committee (Directors Swan & Griefer)
 No report.
- E. Fire Department (Directors Armstrong & Wemmer)
 No report.
- F. Drought Ordinance Revision Committee (Directors Swan & Wemmer)
 No report.
- G. General Manager Recruitment Committee (Directors Swan & Griefer)
 Director Swan stated that Brent Ives has scheduled remaining candidates for interviews on June 30th.

Standing Committee Reports

A. Park Committee (Directors Wemmer & Griefer)

Ms. Flores discussed the upcoming Playground Fundraiser BBQ details. Director Griefer discussed that Dwight from Groveland Trail Heads was going to take a look at the District's existing trails and potentially take on the planning of a District trail system. Mr. Sterling stated that staff met with the Southern Tuolumne County Historical Society (STCHS) regarding the charging station. He further stated that District counsel is drafting a land lease agreement between the District and STCHS, and that it will be on the July 10th agenda.

B. Water Conservation (Director Swan & Stauffacher)

Mr. Sterling stated that staff voted on posters that were submitted from the high school for the water conservation poster contest.

C. Finance Committee (Director Swan & Director Griefer)

Director Swan stated the next meeting will be in August after the close of the 4th quarter.

Staff Reports

A. General Manager's Comments

Mr. Sterling discussed the high turbidity the District was experiencing and the actions the District was taking in response. He further discussed his meeting with our state water and wastewater regulators and the high level of Nitrate that was discovered in monitoring well #4 and the District's actions to correct the level.

B. Operations and Maintenance

Operations and Maintenance Manager Luis Melchor answered questions regarding the O&M report.

C. Admin/Finance

Ms. Flores stated that a candidate has been selected to fill the vacant Office Clerk position and their first day will be Monday, June 26th. She also discussed the upcoming placement of the District's delinquent accounts to the county tax roll.

Director Comments

None.

Adjournment

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to adjourn the meeting at 12:48 pm.

Ayes: Directors Griefer, Stauffacher, Swan, and Wemmer

Absent: Director Armstrong

		APPROVED:
ATTEST:		Robert Swan, President
Jennifer Flores R	Roard Secretary	

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

June 22, 2017 10:00 a.m.

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Robert Swan, President, Maureen Griefer, Vice President, Scott Wemmer, and Nicholas Stauffacher being present. Also present was General Manager Jon Sterling and Office Manager/Board Secretary Jennifer Flores.

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

Director Armstrong was absent.

Agenda Approval

Motion

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

Ayes: Directors Swan, Griefer, Wemmer, and Stauffacher

Absent: Director Armstrong

Action Items to be Considered by the Board of Directors

Consider for Approval Request to Extend the Agreement for Emergency Fire Services between Cal-Fire and Groveland Community Services District

General Manager Jon Sterling presented the item to the Board and stated that the contract for emergency fire services between CAL FIRE and the District is expiring on June 30, 2017 and that the District will not have a new contract in place for the Board to approve before the expiration date. He further stated that the contract has a clause written into it that addresses this circumstance allowing the existing contract to be renewed for up to one year. Mr. Sterling stated that he felt it was important to hold this meeting to reassure those concerned about the continuation of emergency fire services after the contract's expiration. Mr. Sterling then introduced Division Chief Paul Avila, Battalion Chief Jude Acosta, Travis Chunn and new Captain Jeff Marshall.

Division Chief Avila confirmed Mr. Sterling's comments regarding the continuation of emergency fire services.

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to approve the Request to Extend the Agreement for Emergency Fire Services between Cal-Fire and Groveland Community Services District.

Ayes: Directors Swan, Griefer, Wemmer, and Stauffacher

Absent: Director Armstrong

Staff Comments

Mr. Sterling discussed the letter that the District received from Fish and Game which stated they did not fulfill their end of the agreement, therefor they cannot enforce a permit on the District.

Ms. Flores asked the Board their availability to hold a Special Meeting the first week of August to approve the placement of delinquent accounts on the County Tax Roll. She stated that the list has to be submitted to Tuolumne County by August 10, 2017 which is before the regular meeting. The Board scheduled a Special Meeting on August 3, 2017 at 10:00 a.m.

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None.

Adjournment

Motion

Director Swan moved, seconded by Director Wemmer, and the motion passed to adjourn the meeting at 10:20 am.

Ayes: Directors Swan, Griefer, Wemmer, and Stauffacher

Absent: Director Armstrong

	APPROVED:	
ATTEST:	Robert Swan, I	President
Jennifer Flores, Board Secretary	-	

AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: GCSD Staff

DATE: July 10, 2017

SUBJECT: Consider for Approval Land Lease Agreement between the

Groveland Community Services District and the Southern Tuolumne

County Historical Society

SUMMARY

Attached for the Board's review is the Land Lease Agreement between the District and the Southern Tuolumne County Historical Society (STCHS) that was drafted by legal counsel. The land to be leased is a section of property adjacent to the Groveland Library where STCHS would like to install an electric vehicle charging station.

The term of the lease is ten (10) years with rent being set at \$1.00 per year. The lease will continue on a month-to-month upon its expiration. If the Lessor would like the lease renewed, they must notify the District at least one (1) year in advance, and the lease will be renewed for an additional ten (10) year period.

Attachments:

1. Southern Tuolumne County Historical Society Land Lease

Recommended Action

Approve Land Lease Agreement between the Groveland Community Services District and the Southern Tuolumne County Historical Society

Southern Tuolumne County Historical Society Land Lease

PREAMBLE

This Lease is entered into on the _____ day of _____, 2017, by and between Groveland Community Services District, hereinafter referred to in this Lease as "Lessor," and the Southern Tuolumne County Historical Society, a California non-profit corporation, hereinafter referred to in this Lease as "Lessee." Subject to the terms and conditions set forth in this Lease, Lessor hereby leases to Lessee that certain real property located in the parking lot adjacent to the Groveland library ("Parking Spaces") in the community of Groveland, in the County of Tuolumne, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to in this Lease as the "Premises." The purpose of this Lease is to provide for Lessee's installation of one or more electric vehicle charging stations intended to serve the Groveland community. Lessee will submit detailed plans and specifications as well as a construction schedule for Lessor's approval. Lessor agrees to approve or deny the submitted plans and construction schedule within ten (10) calendar days. Lessor's failure to approve or deny the plans within the ten (10) day period shall be deemed approval of the plans. Lessor finds that it is in the public interest to enter into this Lease with Lessee. The construction and operation of electric vehicle charging stations will improve and expand recreational opportunities in Groveland. **ARTICLE 1 TERM OF LEASE** Section 1.1. Original/Base Term. The term of this Lease shall be for a period of ten (10) years. Section 1.2. Commencement Date of Lease. The term of this Lease shall commence at 12:01 a.m. on the _____ day of _____ 2017 and shall end at 12:00 a.m. on the day of , 2027 unless renewed or extended as provided for in Article 3, below. Section 1.3. Holdover. Should Lessee holdover and continue in possession of said Premises

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continued occupancy of such Premises shall be considered a month-to-month tenancy subject to

after expiration of the term of this Lease and any renewal of extension thereof, Lessee's

all the terms and conditions of this Lease.

ARTICLE 2 RENT

Section 2.1. Rent. The term "Lease year" shall mean a twelve-month period commencing upon the Commencement Date as provided for in Section 1.2, above, and each anniversary thereof.

Lessee agrees to pay to Lessor \$1.00 per year rent over the Ten (10) year base term of this Lease.

Lessee further agrees, to the extent possible given swings in the economy, State and Federal funding and demands on their overall budget, to make a good faith effort to maintain funding for continuous operation of the parking lot throughout the term of this Lease.

ARTICLE 3 RENEWAL OF LEASE

Section 3.1. Renewal Option. Upon notice to Lessor, given at least one (1) year prior to the expiration date of the Lease as provided in Section 1.1, above, this Lease shall be renewed for an additional ten (10) year period on the same terms and conditions as outlined above.

All rent payments due hereunder shall be made payable as follows:

Groveland Community Services District

All rent payments due hereunder shall be mailed to the following address:

Groveland Community Services District P.O. Box 350 Groveland, CA 95321-0350

The rent shall be payable in advance on the	day of each	during the term
of this Lease.		

ARTICLE 4 USE OF PREMISES

- **Section 4.1.** Permitted Use. Said Premises shall, during the term of this Lease and any extensions or renewals thereof, be used only for the purposes of installing, maintaining, repairing, and operating electric vehicle charging stations, or for any other lawful purpose as agreed upon in writing by the parties hereto. Lessor shall not unreasonably withhold approval for such other use or uses provided said uses further the recreational needs of the Groveland community.
- **Section 4.2.** Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on said Premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on said Premises; and Lessee shall not use or permit the use of said Premises for any unlawful purpose.

Section 4.3. Compliance with Law. Lessee shall at Lessee's own cost and expense comply with statutes, ordinances, regulations, and state, county and municipal requirements, relating to Lessee's use and occupancy of said Premises whether such statutes, ordinances, regulations, requirements be now in force or hereinafter enacted. The judgment of any court of competent jurisdiction or the admission by Lessee in a proceeding brought against Lessee for the violation of any statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall be grounds for termination of this Lease by Lessor.

Lessee shall comply with all statutes, ordinances, regulations, and/or administrative requirements of all municipal, state and federal authorities now in force or which may hereinafter be in force, pertaining to the Premises and the use or storage of any and all materials or substances that are now or may hereafter be defined as "hazardous materials" or "hazardous substances" under any federal, state, or local law or regulation.

ARTICLE 5 TAXES AND UTILITIES

- **Section 5.1.** <u>Payment of Utility Charges</u>. Lessee shall be responsible for the payment of all ongoing utilities and service charges related to occupancy of the Premises.
- Section 5.2. <u>Utility Construction and Connection</u>. Lessee acknowledges that neither water nor sewer services are available at the Premises. Lessor and Lessee agree that at the time of execution of this Lease, the use of the Premises as electric vehicle charging stations will not require the provision of water or sewer services but Lessee has the option of applying for the construction of water or sewer lines.
- **Section 5.3.** <u>Personal Property Taxes</u>. Lessee shall be responsible for the payment of all personal property taxes on equipment and items placed by Lessee related to occupancy of the Premises. Lessor shall be responsible for the payment of all real property taxes and assessments for the Property.

ARTICLE 6 ALTERATIONS AND REPAIRS

- **Section 6.1.** Condition of Premises. Lessor and Lessee have inspected the Premises together and have fully apprised themselves of the general condition of the Premises. Lessee accepts the Premises in their current condition except as provided for in Section 6.2, below, based upon Lessee's own inspection and investigation of the condition of the Premises and not on the basis of any warranty or representation made by the Lessor.
- **Section 6.2.** <u>Tenant Improvements</u>. Lessee may, consistent with Section 4.1, erect such tenant improvements as Lessee may deem necessary on the Premises during the term of this Lease and any extensions thereof as provided in Section 3.1, above, with the Lessor's written consent. Lessor shall not withhold its consent unreasonably.

Lessee shall not permit any liens to be placed against the Premises on account of any buildings, structures, or improvements erected or made thereon by Lessee. In the event that any such lien shall become attached or recorded as to the Premises herein, Lessee shall promptly satisfy and obtain the release of such lien. Lessor may at any time post on the Premises any notices Lessor may deem necessary to protect Lessor's interest.

Lessee shall pay any and all insurance premiums and license fees in regard to such buildings, structures or improvements made by Lessee.

- Section 6.3. Repairs and Maintenance by Lessee. Lessee shall at Lessee's sole cost and expense during the term of the Lease or any renewal or extension of the term of this Lease keep and maintain said rented Premises together with all tenant improvements installed by Lessee, and any other improvements constructed upon the Premises by Lessee in good order, repair, and in tenantable condition.
- **Section 6.4.** Ownership of Tenant Improvements. The Lessee's tenant improvements shall be the sole property of the Lessee. Lessor hereby agrees that Lessee shall have exclusive control over the Lessee's tenant improvements during the term of this Lease and any extension thereof pursuant to Article 3 above. Lessee shall consult with Lessor to insure that the exterior of any and all improvement is consistent with the architecture of other buildings within the community and meet with Lessor's approval.
- Section 6.5. <u>Inspection by Lessor</u>. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Premises, following advance written notification to Lessee, at all reasonable times for the purpose of inspecting said Premises to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said Premises under this Lease or to perform Lessor's duties under the Lease. These inspections shall not interfere with the confidentiality requirements of the Lessee or its agents.
- Section 6.6. Surrender of Premises. On expiration or sooner termination of this Lease, or any renewals or extensions of this Lease, Lessee shall promptly surrender and deliver said Premises to Lessor in as good condition as they appear at the Commencement Date of this Lease, reasonable wear and tear and repairs herein required to be made by Lessor excepted. Any and all right, title and interest to any structures remaining on the Premises for more than thirty (30) days after written notice to the Lessee shall be conveyed to Lessor, without charge to Lessor, provided such structures are suitable to Lessor and in good operating condition. Lessor retains the right to require Lessee to remove any and all structures from the Premises, in which event Lessee shall remove any and all structures and restore the Premises in as good condition as at the Commencement Date of this Lease, reasonable wear and tear excepted.

ARTICLE 7 INDEMNITY AND INSURANCE

Section 7.1. <u>Indemnification and Hold Harmless Clause</u>. Lessee agrees to indemnify, defend, and hold Lessor and property of Lessor, including said Premises, free and harmless from any and

all claims, liability, loss damage, or expenses, including reasonable attorney fees, resulting from Lessee's occupation and use of said Premise, specifically including any claim, liability, loss, or damage arising by reason of:

- (1) The death or injury or any person or persons, including Lessee or any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused by some act or omission of Lessee or of some agent, contractor, employee, Sub-Lessee or concessionaire of Lessee on said Premises;
- (2) Any work performed on said Premises or materials furnished to said Premises at the instance or request of Lessee or any agent or employee of Lessee;
- (3) Any and all claims that may be asserted against Lessor as a result of any environmental conditions (including, but not limited to, the use, storage, or disposal of hazardous materials or hazardous substances) created on the Premises as a result of Lessee's possession of the Premises; and
- (4) Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Lessor or the leased Premises by any duly authorized governmental agency or political subdivision; provided, however, that Lessor shall have given prompt written notice to Lessee of such requirement imposed on Lessor.

If such indemnification becomes necessary, Lessor shall have the absolute right to approve any and all counsel employed to defend Lessor.

- **Section 7.2.** Section 7.1, above, shall not apply to any condition of the Premises caused or allegedly caused by failure of Lessor to maintain the Premises as required by Section 6.3, above.
- **Section 7.3.** The Lessor shall hold the Lessee, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including, but not limited to, injury to person or property, and related costs and expenses, including reasonable attorney's fees, arising directly or indirectly out of any act or omission of Lessor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Lease. If such indemnification becomes necessary, Lessee shall have the right to approve counsel employed to defend Lessee.
- Section 7.4. <u>Liability Insurance</u>. Lessee shall, at Lessee's own cost and expense, secure at the time of occupancy and maintain during the entire term of this Lease and any renewals or extensions thereof, a combination of self-insurance and a policy of comprehensive public liability insurance issued to Lessee (with Lessor as an additionally named insured) insuring against loss or liability caused by or connected with Lessee's occupation and use of said Premises under this Lease in amounts not less than the amounts for coverage of personal injury or death and property damage maintained by Lessee for Premises owned by it, but in any event not less than Two (2) Million Dollars per occurrence. Such policy shall insure performance by Lessee of the indemnity provisions of this Lease. Lessee further agrees to deposit with Lessor the original

or a certificate of such insurance and the original or certificate of each renewal policy at least ten (ten) days prior to the expiration of any then current policy. Lessee agrees that if it does not keep said insurance in full force and effect, then Lessor may terminate this Lease.

- **Section 7.5.** <u>Fire Insurance</u>. Lessee shall secure, not later than the date of occupancy, and maintain during the entire term of this Lease and any renewals or extensions thereof, a combination of self-insurance and a policy of fire and extended coverage insurance, including vandalism and malicious mischief endorsements, covering the full replacement value of the leased Premises, including all tenant improvements installed upon the Premises by Lessee, naming the Lessor as an additional insured.
- **Section 7.6.** Workers' Compensation Insurance. Lessee shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in performing the services contemplated by this Lease, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.
- **Section 7.7.** As part of the execution of this Lease, Lessee agrees to furnish to Lessor a certified copy of the insurance policies that it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Lease. Such insurance shall be placed with an insurance carrier acceptable to Lessor under terms satisfactory to Lessor. Said certified policies of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after Lessor shall have received written notification of such cancellation or reduction.
- **Section 7.8.** Should Lessee fail to obtain and keep in force the insurance coverage hereinabove required, Lessor shall have the right to cancel and terminate this Lease forthwith and without regard to any other provisions of this Lease.

ARTICLE 8 DAMAGES OR DESTRUCTION

- **Section 8.1.** In the event of loss or damage to or destruction of the Premises and/or tenant improvements installed on the Premises by Lessee by fire or any extended coverage insured against by any insurance policy, Lessee shall have the option to rebuild the tenant improvements or, in the alternative, give Lessor written notification of its intent to terminate this Lease. In the event Lessee opts to terminate this Lease, it shall restore the Premises to their original condition at its sole cost and expense.
- **Section 8.2.** Lessee hereby waives the provisions of Section 1932 subdivision 2 and Section 1933 subdivision 4 of the Civil Code of the State of California.
- **Section 8.3.** Lessee shall not be entitled to any damages from Lessor for any loss or inconvenience sustained by Lessee by reason of the making of repairs and/or restoration.

ARTICLE 9 DEFAULT, ASSIGNMENT AND TERMINATION

- **Section 9.1.** Subleasing or Assigning as Breach. Lessee may not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in said Premises or any of the improvements that may now or hereafter be constructed or installed on said Premises. Lessee may not sublet said Premises or any part thereof without prior written consent of Lessor.
- Section 9.2. <u>Default by Lessee</u>. In the event that Lessee shall fail to perform any term or condition upon the part of Lessee to be performed, and such default shall continue for a period of thirty (30) days for a non-monetary default, or for a period five (5) days for a monetary default, after written notice from Lessor to Lessee of such default, Lessor may exercise the remedies hereinafter provided for. Provided, however, that in the event that any non-monetary default is not capable of being cured within thirty (30) days, and Lessee is diligently attempting to cure such default, no action shall be brought by Lessor against Lessee unless Lessee fails to cure such default within a reasonable time after such notice.
- Section 9.3. In the event of default, Lessor may terminate this Lease by thirty (30) days written notice to Lessee.
- **Section 9.4.** In the event that Lessee shall fail to pay or discharge any encumbrance upon the property as herein provided, in addition to all other damages, Lessee shall pay to Lessor the amount of any such lien or encumbrance together with interest at a rate equal to the amount payable under any note or other agreement which may constitute such a lien.

ARTICLE 10 MISCELLANEOUS

- Section 10.1. Lessor as Independent Contractor. The parties hereto agree that at all times during the term of this Lease, Lessee and Lessee's employees hired to perform services pursuant to this Lease are independent contractors for all purposes of this Lease. Under no circumstances shall Lessee or Lessee's employees be considered agents or employees of Lessor. Lessee acknowledges, therefore, that it and its agents and employees are not entitled to workers' compensation benefits from Lessor should Lessee or its agents and employees sustain an injury in the course of performing services specified in this Lease. Lessee shall be solely responsible for and have control over the means, methods, details, techniques and procedures for operation of the tenant improvements referred to in this Lease. Lessee shall have no authority, express or implied, to act on behalf of Lessor in any capacity whatsoever as an agent except as Lessor any specify in writing. Lessee shall have no authority, express or implies, pursuant to this Lease, to bind Lessor to any obligation whatsoever.
- **Section 10.2.** Attorney's Fees. Should any legal proceeding be commenced between the parties to this Lease concerning said Premises, this Lease, or the rights and duties of either party in relation thereto, the party prevailing in such legal proceeding shall be entitled, in addition to such other relief as may be granted in the legal proceeding, to a reasonable sum for his court costs, consultants' fees and attorney's fees.

Section 10.3. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease, or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom such notice is directed, or in lieu of such personal service, when served by facsimile transmission or deposited in the United States mail, certified mail, first-class postage prepaid, addressed as follows:

Lessee:

Southern Tuolumne County Historical Society

P.O. Box 180

Big Oak Flat, CA 95305

With Copy To:

Lessor:

Groveland Community Services District

P.O. Box 350

Groveland, CA 95321-0350

Fax (209) 962-4943

Either party, Lessee or Lessor, may change their address or facsimile number for the purpose of this section by giving written notice of such change in accordance with this Section.

Section 10.4. Change of Ownership or Assignment. Except as otherwise provided for in Section 10.5, below, in the event that Lessor shall convey its interest in the Premises, subject to the Lease, during the Lease term, Lessor's successor in interest shall be bound by all the terms and conditions of this Lease and shall be responsible for all of the liabilities of Lessor accruing after the conveyance. In such event, Lessor shall have no further liability under the terms and conditions of this Lease accruing after the date of conveyance.

Section 10.5. Estoppel Certificate. Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate should also state the amount of the minimum monthly rent then payable, the dates to which the rent has been paid in advance, and the amount of any prepaid rent. Failure to deliver this certificate within ten (10) days shall be conclusive upon the parties failing to deliver the certificate for the benefit of the party requesting the certificate an any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

Section 10.6. Subordination; Attornment: Non-Disturbance.

(1) <u>Subordination</u>. This Lease and any option granted hereby shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device (collectively, "security device") now or hereafter placed by Lessor upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Lessee agrees that

the Lenders holding any such security device shall have no duty, liability or obligation to perform any of the obligations of Lessor under this Lease, but that in the event of Lessor's default with respect to any such obligation, Lessee will give any Lender whose name and address have been furnished to Lessee in writing for such purpose, notice of Lessor's default and allow such Lender thirty (30) days following receipt of such notice for the cure of said default before invoking any remedies Lessee may have by reason thereof. If any Lender shall elect to have this Lease and/or any option granted hereby superior to the lien of its security device and shall give written notice thereof to Lessee, this Lease and such options shall be deemed prior to such security device, notwithstanding the relative dates of the documentation or recordation thereof.

- (2) Attornment. Subject to the non-disturbance provisions of subparagraph (c), below, Lessee agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a security device, and that in the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior Lessor or with respect to events occurring prior to acquisition of ownership, (ii) have against any prior Lessor, or (iii) be bound by prepayment of more than one month's rent.
- (3) <u>Non-Disturbance</u>. With respect to security devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving assurance (a "non-disturbance agreement") from the Lender that Lessee's possession and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in breach hereof and attorns to the record owner of the Premises.
- (4) <u>Self-Executing</u>. The agreements contained in this Section shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as provided for herein.
- **Section 10.7.** <u>Binding on Heirs or Successors</u>. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, Lessor and Lessee, but nothing in this section shall be construed as consent by either party as required by Section 10.1, above, or Section 10.3, above.
- **Section 10.8.** Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force an effect unimpaired by such holding.
- Section 10.9. Sole and Only Agreement. This Lease constitutes the sole and only agreement between Lessor and Lessee respecting said Premises, the leasing of said Premises to Lessee, or the Lease term herein specified, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting said Premises or their leasing by Lessor to Lessee not expressly set forth in this agreement are null and void.

- **Section 10.10.** Consent. Any consent required by this Lease to be obtained from Lessor and Lessee shall not be unreasonably withheld.
- **Section 10.11.** Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.
- **Section 10.12.** <u>Venue</u>. If either the Lessor or the Lessee files a lawsuit to enforce any provisions of this Lease, the proper venue for such a lawsuit shall be the Tuolumne County Superior Court.
- Section 10.13. <u>Time of Essence</u>. Time is expressly declared to be the essence of this Lease.
- Section 10.14. <u>Construction</u>. Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.
- **Section 10.15.** Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other acts and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Lease.
- Section 10.16. Amendments and Modifications. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable, non-monetary modifications to this Lease as may be reasonably required by any institutional, insurance company, or pension plan lender in connection with the obtaining of normal financing or refinancing of the property of which the Premises are a part of.
- **Section 10.17.** Opportunity to Consult Attorney. Lessor and Lessee acknowledge that they have had an opportunity to consult with an attorney regarding their rights and obligations under this
- **Section 10.18.** <u>Lease</u>. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one in the same instrument.
- Section 10.19. <u>Third Party Rights</u>. Nothing in this Lease, express or implied, is intended to confer upon any person other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Lease.
- Section 10.20. <u>Waiver</u>. Waiver by either party of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach. Lessor's receipt of rent

with knowledge of Lessee's violation of covenant does not waive Lessor's right to enforce any covenant of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first stated above, at Sonora, Tuolumne County, California.

"LESSOR" Groveland Community Services District	"LESSEE" Southern Tuolumne County Historical Society		
By: Robert Swan, President Board of Directors	By: Joe Hopkins Board President		
ATTEST Groveland Community Services District	ATTEST Southern Tuolumne County Historical Society		
By:	By:		
APPROVED AS TO LEGAL FORM Groveland Community Services District			
By: Daniel J. Schroeder District Counsel	By:		
APPROVED AS TO RISK MANAGEMENT FORM	APPROVED AS TO RISK MANAGEMENT FORM		
Groveland Community Services District	Southern Tuolumne County Historical Society		
Ву:	By:		

Exhibit "A"

Property to be Leased (Property Description and Map)

AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: GCSD Staff

DATE: July 10, 2017

SUBJECT: Consider for Approval the Purchase of Two New District Vehicles

SUMMARY

The District has begun addressing the replacement of its vehicle fleet as most of the trucks are ten (10) years or older and are experiencing regular mechanical failures.

The Board approved the purchase of a new truck and a new sedan in the FY 2017-18 budget, however staff is bringing the approval of the final purchase to the Board in an effort to be transparent.

Attachment:

1. Vehicle Quotes

RECOMMENDED ACTION

Approve the Purchase of a 2018 Chevy Silverado 1500 and a 2018 Chevy Equinox

Lowest

Prepared For:

... MATT DICKENS

GROVELAND COMMUNITY SERVICE DISTRICT

18966 FERRETTI RD

GROVELAND, CA 95321

... Phone: (209) 840-3014

Email: mmdickens78@gmail.co

·m

Prepared By:
administrator
STEVES CHEVROLET / BUICKING
1285 EAST F. ST.

OAKDALE, CA 95361 Phone: (209) 765-4746

Fax: (209) 847-8653

Email: alan@steveschevrolet.com

2017 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Reg Cab 119.0" Work

WINDOW STICKER

Advert/Adjustinents
Destination Charge

\$1,195.00

\$33,415.00

\$0.00

TOTAL PRICE

Est City: 17.00 mpg Est Highway: 22.00 mpg

Est Highway Cruising Range: 572.00 mi

Selling Price 23:140.08.

- Tax. (7.5%) 1741.5/

50-800 - 8D 460 N-0-87111 - 8D 461

license Exem loc.fee 100

Cal. The Fee 8.75

NO 40. FEE

25,251.34 Total 24,999.34 each

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 464.0, Data updated 11/8/2016
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Customer File:

November 15, 2016 3:01:40 PM

Page 3



Prepared For:

MATT DICKENS

GROVELAND COMMUNITY SERVICE DISTRICT

18966 FERRETTI RD

GROVELAND, CA 95321 Phone: (209) 840-3014

Email: mmdickens78@gmail.co

m

Prepared By:

administrator

STEVES CHEVROLET / BUICK INC

1285 EAST F. ST.

OAKDALE, CA 95361

Phone: (209) 765-4746

Fax: (209) 847-8653

Email: alan@steveschevrolet.com

2018

2017 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS 1LG26

WINDOW STICKER

2017 Che	vrolet Equinox AWD 4dr LS	Interior: - Jet Black	
2.4/145 CID Gas I4 Exterior 1: - Summit White * 6-Speed Automatic Exterior 2: - No color has been		Exterior 1: - Summit White	
		n selected.	
CODE	MODEL	1	MSRI
1LG26	2017 Chevrolet Equinox AWD 4dr LS		\$27,260.00
	OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIR	REMENTS	\$0.00
LEA	ENGINE, 2.4L DOHC 4-CYLINDER SIDI (SI	PARK IGNITION DIRECT INJECTION)	\$0.00
MX0	TRANSMISSION, 6-SPEED AUTOMATIC V		\$0.00
FXH	AXLE, 3.53 FINAL DRIVE RATIO		\$0.00
1LS	LS PREFERRED EQUIPMENT GROUP		\$0.00
GAZ	SUMMIT WHITE		\$0.00
	STANDARD PAINT		\$0.00
AR9	SEATS, DELUXE FRONT BUCKET		\$0.00
AFH	JET BLACK, PREMIUM CLOTH SEAT TRIN		\$0.00
UFU	AUDIO SYSTEM, 7" DIAGONAL COLOR TO	DUCH-SCREEN DISPLAY AM/FM STE	\$0.00
	SUBTOTAL		\$27,260.00
	Advert/Adjustments		\$0.00
	Destination Charge		\$895.00
	TOTAL PRICE		\$28,155.00
Est City: 20	0:00 mpg	Selling Price 77206 7	
Est Highwa	ay: 28:00 mpg	Tax (7759) 161575	-
Est Highwa	y Cruising Range: 526.40 mi	Selling Brice 27,206.20 Tax (7.25%) 1615,75 Liversu Exemply Doc fee 109,00	}
		dec fee 109,00	-
	the contract of the contract o	The Fee 8.15	
haidh adde	ent is based on current data version referenced	Total 23,939.70).

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 473.0, Data updated 1/10/2017
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Customer File:



Prepared By: **David Schene** American Chevrolet 4742 McHenry Avenue Modesto, CA 95356

Phone: (209) 499-6380 Fax: (209) 575-3363

Email:

dschene@americanchevrolet.com

2018 Fleet/Non-Retail Chevrolet Equinox AWD 4dr LS w/1LS 1XX26

PRICING SUMMARY

PRICING SUMMARY - 2018 Fleet/Non-Retail 1XX26 AWD 4dr LS w/1LS

	<i>Invoice</i>	MSRP
Base Price	\$25,897.00	\$27,260.00
Total Options:	-\$3,600.00	\$0.00
Vehicle Subtotal	\$22,297.00	\$27,260.00
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$945.00	\$945.00
GRAND TOTAL	\$23,242.00	\$28,205.00

Selling Price

Ples Any TAXES + Fees
Factory Fleet Order

License Exempt

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

> GM AutoBook, Data Version: 494.0, Data updated 6/6/2017 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved. Customer File:

Prepared For:

Matt

Groveland Community Services District

Groveland, CA

Phone: (209) 840-3014 Email: mdickens@gcsd.org Prepared By:

David Schene

American Chevrolet

4742 McHenry Avenue

Modesto, CA 95356

Phone: (209) 499-6380

Fax: (209) 575-3363

Email:

dschene@americanchevrolet.com

2018 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Reg Cab 119.0" Work PRICING SUMMARY

PRICING SUMMARY - 2018 Fleet/Non-Retail CK15703 4WD Reg Cab 119.0" Work Truck

	<u>Invoice</u>	<u>MSRP</u>
Base Price	\$30,583.88	\$32,025.00
Total Options:	-\$8,000.00	\$0.00
Vehicle Subtotal	\$22,583.88	\$32,025.00
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$1,295.00	\$1,295.00
GRAND TOTAL	\$23,878.88	\$33,320.00
· ·	\supset	

Selling Price

Plus any TAxes + Fees
Fectory Fleet Onder

License Exempt.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Prepared By: administrator

SievVA

2018 Retail Chevrolet Equinox AWD 4dr LS w/1LS 1XX26

PRICING SUMMARY

PRICING SUMMARY - 2018 Retail 1XX26 AWD 4dr LS w/1LS

	<u>MSRP</u>	Dir Net inv
Base Price	\$27,260.00	\$25,079.20
Total Options:	\$0.00	\$0.00
Vehicle Subtotal	\$27,260.00	\$25,079.20
Advert/Adjustments	\$0.00	\$408.90
Destination Charge	\$945.00	\$945.00
GRAND TOTAL	\$28,205.00	\$26,433.10

___ AWB 26,433 10 --

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.



2018 Retail Chevrolet Silverado 1500 4WD Reg Cab 119.0" Work Truck CK1

PRICING SUMMARY

PRICING SUMMARY - 2018 Retail CK15703 4WD Reg Cab 119.0" Work Truck

	MSRP	Dir Net Inv
Base Price	\$32,025.00	\$29,623.13
Total Options:	\$0.00	\$0.00
Vehicle Subtotal	\$32,025.00	\$29,623.13
Advert/Adjustments	\$0.00	\$480.38
Destination Charge	\$1,295.00	\$1,295.00
GRAND TOTAL	\$33,320.00	\$31,398.51

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

AGENDA SUBMITTAL

TO:

GCSD Board of Directors

FROM:

GCSD Staff

DATE:

July 10, 2017

SUBJECT:

Consider Authorizing General Manager to Execute Installment Payment

Agreement for Payment of Delinquent Account in the Amount of \$600.00

SUMMARY

Property owner Wayne Brunker has asked that the District allow him to make monthly payments on the past due portion of his account. Mr. Brunker experienced a water leak that resulted in a \$600 utility bill. Mr. Brunker is not able to pay the balance in full, and per District policy, accounts that are delinquent longer than fifteen (15) days are locked off and service is not reestablished until the account balance is paid in full.

The attached Installment Payment Agreement allows for this policy to be suspended letting the owner pay the outstanding balance in installments without interruption of service. The attached agreement allows Mr. Brunker to pay the outstanding balance in six (6) installment payments each in the amount of \$100.00. Mr. Brunker must also pay his current balance in order for the agreement to remain valid.

ATTACHMENTS

1. Installment Payment Agreement

RECOMMENDED ACTION

Authorize General Manager to execute the Installment Payment Agreement with Wayne Brunker for payment of delinquency in the amount of \$600.00.

INSTALLMENT PAYMENT AGREEMENT

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

RECITALS

- 1. District provides water service to parcels of real property located within its jurisdictional boundaries, including the real property owned by Customer consisting of Tuolumne County Assessor Parcel No. 091-07-015, 12922 Mueller Drive.
- 2. The District's Water Ordinance 2-17 provides for payment of monthly bills for water service. Payment for utility bills must be received in the District office by the last day of the month in which they are billed or a ten percent (10%) penalty shall be added to that month's bill. An additional penalty shall be payable in an amount equal to one-half of one percent (0.5%) of the unpaid water and sewer service charges plus the basic ten percent penalty for each month until all delinquent charges and penalties have been paid.
- 3. The District's Water Ordinance 2-17 further states that if the bill is not paid by the 15th of the following month, the water service will be shut off and an additional disconnection fee will be charged. When service is disconnected due to non-payment of bills, service shall not be resumed until payment of all charges and disconnection fees is received.
- 4. Customer has one utility account with District. The account number is 015599-000. Customer has requested that District waive this requirement. Customer has offered to enter into this Agreement by which Customer agrees to pay District the delinquency in six (6) monthly installments for account; \$100.00 for account 015599-000.
- 5. The District's General Manager has considered the facts and circumstances surrounding the payment of the delinquency with respect to Customer's account, and finds that it is in the public interest to enter into this Agreement with Customer regarding the payment of the delinquency in installments.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The parties hereto agree that the correct and total amount of the delinquency of account 015599-000 is \$600.00
- 2. District hereby agrees to waive its right to full and immediate payment of the delinquent water charges in consideration for which Customer agrees to maintain

account 01559-000 in current status and to make installment payments to District in a total amount of the balance due specified in Section 1 above by paying the following installment amounts on the following installment dates:

Account 01559-000

Installment No.	Due Date	Amount Due
1	08/31/2017	\$100.00
2	09/30/2017	\$100.00
3	10/31/2017	\$100.00
4	11/30/2017	\$100.00
5	12/31/2017	\$100.00
6	01/31/2018	\$100.00

- 3. The parties hereto agree that a penalty shall be payable in an amount equal to one-half of one percent (0.5%) of the unpaid water service charges.
- 4. Should Customer default in the performance of its promises to pay installment payments as specified in this Agreement, or materially breaches any of the other provisions of this Agreement, District may, at its option, terminate this Agreement by giving written notice to Customer. In the event of such default by Customer and termination of this Agreement by District, District shall retain its right to terminate water service to the Property of Customer for delinquent payment of water charges.

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

In the event that District terminates water service to the Property due to a default in the performance of this Agreement by Customer, the parties agree that such water service will not be reconnected to the Property until Customer pays to District all outstanding obligations with respect to installment payments owing pursuant to the terms of this Agreement, together with any interest and/or penalties assessed by District against Customer for delinquent payments hereunder pursuant to the terms of the District's Water and Sewer Ordinance.

- 5. This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the payment of the District's delinquent water charges by Customer to District in installment payments, and contains all the covenants and agreements between the parties with respect to such payments. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement shall be valid or binding.
- 6. This Agreement may be amended only in writing, by mutual agreement of the parties on signature of both the District and Customer. Said amendment shall be attached to this Agreement.
- 7. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 8. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 9. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party in connection with this Agreement, the parties hereto consent to a court award of reasonable attorneys' fees to the prevailing or innocent party. The amount of the award shall be sufficient to compensate the prevailing party for all attorneys' fees incurred in good faith.
- 10. Any notices to be given pursuant to this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage pre-paid, with return receipt requested at the addresses noted below.

District: Groveland

Groveland Community Services District

18966 Ferretti Road

Groveland, CA 95321-0350

Attention: Jon Sterling, General Manager

Customer:

Wayne Brunker

12922 Mueller Drive Groveland, CA 95321

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

AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: GCSD Staff

DATE: July 10, 2017

SUBJECT: Consider for Approval Issuing Payment to CalPERS for the District's

Unfunded Accrued Liability

SUMMARY

The District has received three (3) invoices from CalPERS for its annual contribution towards its unfunded accrued liability. Last year was the first year that CalPERS began the new smoothing process, billing agencies for what has been identified by them as unfunded liabilities.

The District has received an invoice for \$108,123 for the Miscellaneous Group, \$27,321 for the Safety Group, and \$60 for the PEPRA Group. If the District pays for its annual unfunded liability responsibility in a lump sum, it will save \$4,988.76.

Attachment:

1. CalPERS Unfunded Accrued Liability Invoices

RECOMMENDED ACTION

Approve issuing payment to CalPERS for its annual unfunded accrued liability in the amount of \$108,123 for the Miscellaneous Group, \$27,321 for the Safety Group, and \$60 for the PEPRA Group

P.O. Box 942715 Sacramento, CA 94229-2715 888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545 www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2017

Groveland Community Services District Debra L. Percoco PO BOX 350 GROVELAND, CA 95321

Business Unit:

1900

CalPERS ID:

4899312259

Invoice Number Invoice Date:

100000014994004

Payment Due Date:

July 01, 2017 July 31, 2017

Description	Amount
Annual Unfunded Accrued Liability as of the June 30, 2015 Actuarial Valuation for Rate Plan Identifier 1009.	
The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.	
Your agency's monthly amount due toward the Unfunded Accrued Liability is:	
Amount Due Date \$9,342.02 July 31, 2017	
If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$108,123.00 to the invoice number above by July 31, 2017 instead of the monthly amount listed.	
Please refer to the June 30, 2015 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.	
Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).	
For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.	
Total Due	\$9,342.02

California Public Employees' Retirement System <u>www.calpers.ca.gov</u> P.O. Box 942715 Sacramento, CA 94229-2715 888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545 www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2017

Groveland Community Services District Debra L. Percoco PO BOX 350 GROVELAND, CA 95321

Business Unit:

1900

CalPERS ID:

4899312259

Invoice Number

100000014994023

Invoice Date:

July 01, 2017

Payment Due Date:

July 31, 2017

Description	Amount
Annual Unfunded Accrued Liability as of the June 30, 2015 Actuarial Valuation for Rate Plan Identifier 1010.	
The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.	
Your agency's monthly amount due toward the Unfunded Accrued Liability is:	
Amount Due Date \$2,360.56 July 31, 2017	
If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$27,321.00 to the invoice number above by July 31, 2017 instead of the monthly amount listed.	
Please refer to the June 30, 2015 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.	
Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).	
For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.	
Total Due	\$2,360.56

California Public Employees' Retirement System <u>www.calpers.ca.gov</u> P.O. Box 942715 Sacramento, CA 94229-2715 888 CalPERS (or 888-225-7377) | Fax: (800) 959-6545 www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2017

Groveland Community Services District Debra L. Percoco PO BOX 350 GROVELAND, CA 95321

Business Unit:

1900

CalPERS ID:

4899312259

Invoice Number

100000014994030

Invoice Date:

July 01, 2017

Payment Due Date:

July 31, 2017

Description	Amount		
Annual Unfunded Accrued Liability as of the June 30, 2015 Actuarial Valuation for Rate Plar Identifier 26501.)		
The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.			
Your agency's monthly amount due toward the Unfunded Accrued Liability is:			
Amount Due Date \$5.15 July 31, 2017			
If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$60.00 to the invoice number above by July 31, 2017 instead of the monthly amount listed.			
Please refer to the June 30, 2015 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting MyCalPERS.CA.GOV.			
Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).			
For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office			
Total Due	\$5.15		

California Public Employees' Retirement System <u>www.calpers.ca.gov</u>

AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: GCSD Staff

DATE: July 10, 2017

SUBJECT: Consider for Approval Resolution 10-17, A Resolution of the

Governing Body of the Groveland Community Services District for Election of Directors to the Special District Risk Management

Authority Board of Directors

SUMMARY

The Board received the Special District Risk Management Authority (SDRMA) Board of Directors election material at their June 12th meeting. There are four (4) seats up for election in which the candidates selected will serve four-year terms.

If the Board wishes, it can vote for up to four candidates via Resolution 10-17. The fully executed resolution must be received no later than August 29, 2017.

Attachment:

- 1. Resolution 10-17
- 2. Candidate Statements

RECOMMENDED ACTION

Select up to Four (4) Candidates and Approve Resolution 10-17, A Resolution of the Governing Body of the Groveland Community Services District for Election of Directors to the Special District Risk Management Authority Board of Directors

RESOLUTION NO. 10-17

A RESOLUTION OF THE GOVERNING BODY OF THE Groveland Community Services District FOR THE ELECTION OF DIRECTORS TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS

WHEREAS, Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code Section 6500 et seq., for the purpose of providing risk management and risk financing for California special districts and other local government agencies; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement specifies SDRMA shall be governed by a seven member Board of Directors nominated and elected from the members who have executed the current operative agreement and are participating in a joint protection program; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement Article 7 - Board of Directors specifies that the procedures for director elections shall be established by SDRMA's Board of Directors; and

WHEREAS, SDRMA's Board of Directors approved Policy No. 2017-03 Establishing Guidelines for Director Elections specifies director qualifications, terms of office and election requirements; and

WHEREAS, Policy No. 2017-03 specifies that member agencies desiring to participate in the balloting and election of candidates to serve on SDRMA's Board of Directors must be made by resolution adopted by the member agency's governing body.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Groveland Community Services District selects the following candidates to serve as Directors on the SDRMA Board of Directors:

(continued)



OFFICIAL 2017 ELECTION BALLOT SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS

VOTE FOR ONLY FOUR (4) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than four (4) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than four (4) candidates selected will be considered invalid and not counted. All ballots <u>must be sealed</u> and received by mail or hand delivery in the enclosed self-addressed, stamped envelope at SDRMA on or before 4:30 p.m., Tuesday, August 29, 2017. Faxes or electronic transmissions are NOT acceptable.

	TIMOTHY UNRUH District Manager, Kern County Cemetery District No. 1
	JAMES M. HAMLIN (Jim) Board Director, Burney Water District
	MIKE SCHEAFER (INCUMBENT) Director/President, Costa Mesa Sanitary District
	MICHAEL J. KAREN Board Director, Apple Valley Fire Protection District
	DAVID ARANDA (INCUMBENT) General Manager, Mountain Meadows Community Services District
	CINDI BEAUDET General Manager, Temecula Public Cemetery District
	JEAN BRACY, SDA (INCUMBENT) Deputy Director – Administration, Mojave Desert Air Quality Management District
ADOPTED t	his day of, 2017 by the Groveland Community Services District by the following roll call by name:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	APPROVED:
(*)	

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate	Timothy Unruh	
District/Agency	Kern County Cemetery D	istrict No.1
Work Address	18662 Santa Fe Way, Po	Box 354, Shafter, CA 93263
Work Phone	661-746-3921	Home Phone661-746-6725

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

The work of SDRMA is critical to the everyday operations of a Special District. Knowing that the district and the board is protected gives a 'Peace of Mind' to our daily operations. Sitting on this Board will give me an opportunity to give back to SDRMA and its membership. As a manager of a moderate sized Special District, I am especially interested in maintaining an involvement from that small district perspective. It is imperative that SDRMA maintains cost effective service to the Special District community and it's important that smaller districts have a voice in their insurance needs.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I spent three years as a Director for CSDA including one year as Legislation Committee Chairman. I currently sit on the CSDA Legislation Committee and am a Special District Administrator (SDA). Our District is in its fourth term as a District of Distinction which now includes the Transparency Certification. I currently sit as a Director with a city appointment on Kern Mosquito and Vector board. I have been a Director of the California Association of Public Cemeteries for 15 years and currently am Chairman of the Legislation Committee. I have been involved with the Kern County Special Districts Association since 1995 from when we worked to obtain LAFCo representation for Special Districts.

Most importantly, I have been a manager for the Kern County Cemetery District for 30 years and work daily to keep our cemetery district strong and effective in our community. To that end, I have the SDRMA General Safety Specialist Certification and with that training I work for a compliant, safe and healthy working relationship with our staff.

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

I feel that community history is very important and am a volunteer with the local Historical Society. I also
have sat on the local school board and have been involved with our youth through our church as well as
our community through sports and especially by giving our young people a safe and entertaining place to
visit after our home football games.
This being said, I feel that I am a committed and thorough person who knows that to get things done you
must be involved and be able to think out of the box in difficult situations. You must listen to those around
you and sometimes that means keeping one's mouth shut.
I have worked as a Manager for many years and understand the needs of special districts. What SDRMA
offers is an integral part of special district operations and I feel that I can bring a passion for the practical
needs of Special Districts.
What is your overall vision for SDRMA? (Response Required)
SDRMA has shown great concern for the Special Districts in California as is seen in their commitment to
meeting our insurance needs. This is done by listening to the membership and continuing to work on
being a better and complete insurance stop. I feel that the Health Insurance part of their programs will be
the next large growth area. As we deal with PERB's and the needs of our work force, this area will help to
meet the needs of our agencies.
Their education is excellent and they have defined their role in local government very well. It will be
necessary to maintain this role and work to educate the membership. SDRMA's commitment to be a cost-
effective insurance provider has work well in the past and will continue to do so as long as the Board and
staff work together to fulfill their mission statement.
I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the
time and effort necessary to serve. Please consider my application for nomination/candidacy to
the Board of Directors.
Candidate Signature June W. Mund Date: April 24, 2017

November 2012

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate	James M. Hamlin (Jim)	
District/Agency	Burney Water & Sewer District	-
Work Address	20541 Burney Court, Burney, Ca. 96013	
Work Phone	(530) 335–2040 Home Phone (530) 335–2040	1 17
Work Thoric	Home i none	
Why do you w	ant to serve on the SDRMA Board of Directors? (Response Required)	
Able to look	at acturail evidence. Being able to set adequate rates for both	
Insurance pr	ogram and districts. SDRMA needs to operate as a business.	_
		_
		_
	mittee experience do you have that would help you to be an effective Board or any other organization) (Response Required)	
Served on h	ospital district for 241/2 years, California Hospital District boa Burnet water Sewer board for three years. I had my own insurance	rd
	r 43 years. I did not have an E & O Claim.	
		_
		_
		_
		_
		_
		_
		_
		_

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)
see previous question
What is your overall vision for SDRMA? (Response Required)
SDRMA muist operate as a viable business. Many district carriers and board members are
reluctant to raise rates. When I served on Ca. Hospital Board, many of the board members
were not willing to operate as a business because it would affect their hospitals bottom line.
I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further
certify that I meet the candidate qualifications as outlined in the SDAMA election policy. Further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.
Candidate Signature Orman m Hamel: Date 4-1-2017

Page 2 of 2

November 2012

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate MIKE SCHEAFER

District/Agency COSTA MESA SANITARY DISTRICT

Work Address

1551-B BAKER ST, COSTA MESA, CA 92626

Work Phone

714-435-0300

Home Phone 714-552-9858

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

As an incumbent on the SDRMA Board I wish to continue providing the service and knowledge that I have been consistent with during my current term. As an insurance professional for over 44 years I bring the experience needed to mangage the risks Districts are faced with. Over my term I have consistently made decisions to provide the protections necessary at the most affordable cost. Districts continue to encounter new challenges to their risk management programs. My years of experience, my continued involvement in insurance education and my desire to protect make me a sound choice to continue on the Board of SDRMA.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

Current SDRMA Board Member. President Costa Mesa Sanitary District Board of Directors. Former City Councilmember for the City of Costa Mesa. Former Parks and Recreation Commissioner for the City of Costa Mesa.

Leadership positions, including Board President for the following: Little League Baseball, Boys and Girls Club of the Harbor Area, Costa Mesa Senior Center, The Albert Dixon Memorial Foundation (non profit providing funds for other non-profit agencies).

Over 30 years experience with Lions Clubs International. Served as District Governor, Club President several times. Chaired the California Convention Committee several times. Membership in the organization continues.

My leadership role in all these organizations gave, and give, me experience in the risks that face each. My insurance experience helps me make prudent decisions when challenged with those risks.

November 2012

What special skills, talents, or experience (including volunteer experience) do you have? (Response Required)

Many of the organizations that I have either been elected to or volunteered for quickly put me in a leadership role. They recognized my ability to handle the risks and challenges the organizations meet. I was able to steer those organizations in a clear path to minimize the risk.

I continue to hold a teaching credential in Insurance Education with the local community college District. Additionally I was a professor of Insurance Continuing Education for many years. I have a passion for passing on the knowledge I have acquired over my career.

I have always faced the risk management challenges of any organization with the confidence that the desired outcomes would be realized.

What is your overall vision for SDRMA? (Response Required)

My vision is to continue providing the protection and service to the Special Districts that make them strong in their risk managent efforts. I will continue to work for those ends while keeping strong my conviction that rates need to be adequate yet affordable for the Districts.

New technologies, changes in legislation, make it extremely difficult for Districts to keep up with the factors posing new challenges to risk management, insurance, etc. My experience in those areas, my position as an elected official, make me keenly aware of how to protect the Districts.

I will continue to be committed to making SDRMA the leader in protecting the risk management needs of our Special Districts.

certify that I am willing to	ndidate qualifications as outl serve as a director on SDR to serve. Please consider m	MA's Board of Di	rectors. I will com	mit the
the Board of Directors.	11 (1			
Candidate Signature	Think	Date	4/25/17	

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate	Michael J. Karen
District/Agency	Apple Valley Fire Board
Work Address	N/A
Work Phone	N/A Home Phone760-713-3273
Why do you	want to serve on the SDRMA Board of Directors? (Response Required)
I would be honored to	serve on the SDRMA Board of Directors because I am interested in not only risk
	urance as well. I have run my own company and have seen first hand how
What Board or com Member? (SDRMA	nmittee experience do you have that would help you to be an effective Board or any other organization) (Response Required)
I was appointed to the	Apple Valley Fire Board in February of 2016. I was re-elected the same year.
During my time on the	board, I have already been a part of many great things. The board and I helped to
	n funds our district in perpetuity. We also passed and have streamlined the budget
I have also been a par	rt of evaluations as well.

What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)

I have been a business owner, and I am a Veteran of Desert Strike/Desert Storm. I am a member of the
Apple Valley Chamber of Commerce, Victor Valley Republican, and the Community Emergency
Response Team (CERT). I am an elected member of the Republican Central Committee as well as a
Director for the Apple Valley Fire District. I have donated my time to seniors, the needy, and Salvation
Army. I was also a Man About Town nominee for the High Desert Phoenix Foundation.
What is your overall vision for SDRMA? (Response Required)
As a Director, I would work to promote education in the districts. I would also build coalitions to keep the rates competitive. I hope to work with the board on any and all issues facing all of our districts. I would love to be elected to such a distinguished team!
I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I furthe certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.
1/-21-17
Candidate SignatureDate
Page 2 of 2 November 2012

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate David Aranda District/Agency Maustain Mendows Community Services District
Work Address 17980 Highline, Rd - Tehachapi CA 93561
Work Phone 66/-822-76/6 Home Phone 66/-300-123/
Why do you want to serve on the SDRMA Board of Directors? (Response Required)
Working with six other board members And the staff
as a team is challenging And remarding.
Over the years of my service on the Spema Board
I hope the members have town my input to be
bevertical and it is my desire to controle to look
after the members receiving the best senice at a
tair cost.
· · · · · · · · · · · · · · · · · · ·
What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)
Service ON SDPMA
Service on SOWCA - I was part of the grown that
consolidate tuo entities into one entity which was
very cost effective
Setuce on SOLF
Past service on CSDA - current Education Committee Membe

What special skills, talents, or experience (including volunteer experience) do you have?

(Response Required)

Serving as a General Manager over the past twent plus years and serving as a Board Member asists me in understanding the proper process that benefits the operation of SDRMA provides to feel them years of experience with SDRMA provides to good humbers have to heacht the members
What is your overall vision for SDRMA? (Response Required)
1) Coutinue to pravide excellent Service 2) Continue the balance of a financially strong pool that provides great policy coverage at the best pricing possible. 3) Serve the members with cutting edge software customer Service arientated employees And a Board that remembers who we he serving.
I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors. Candidate Signature Date 4-20-17

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate	Cindi Beaudet				
District/Agency	The state of the s				
Work Address	41911 C Street, Temecula CA 92592				
Work Phone	(951)699-1630	Home Phone	(951)541-8736		
Why do you w	ant to serve on the SD	RMA Board of Directors	s? (Response Required)		
As a member of SDRMA, I've	e learned first hand the risk and	challenges that comes with my ty	pe of Special District. I think it is important		
			lerstands the role special districts play and		
			members in the spirit of collaboration to		
	be a cost effective, high quality r				
	Name of the second seco				
	THE RESIDENCE OF THE PROPERTY				
		ou have that would help on) (Response Required	you to be an effective Board)		
			n special districts for almost two		
			CAPC). While on the Board for CAPC		
			g and certification opportunities for our		
	as provided me with the skills an	nd knowledge of board developme	ent, procedures, protocol and policy		
development.					
	W. a. Colonia				
		And the second s			

What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)

(Response Required)				
Since 2004 I have served as General Manager to the Temecula Public Cemetery District. I consider myself to be well versed in cemetery				
leadership, risk mitigation, best management practices and risk reduction. I hold a life insurance license from the State of				
California. I am an advocate for the cemetery profession, serving as a formal mentor for CAPC. I am engaged and involved heavily in				
my community and understand first hand the challenges and risk associated with cemetery operations and management.				
What is your overall vision for SDRMA? (Response Required)				
My overall vision for SDRMA is that it appropriately and accurately addresses the risk and mitigation needs of all its members in a				
thoughtful and deliberate manner; considering the size, scope and nuances of each type of public agency. This thoughtful consideration				
will provide better service to our members while maintaining the cost effective quality programs SDRMA continues to offer.				
certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further				
certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the				
time and effort necessary to serve. Please consider my application for nomination/candidacy to				
the Board of Directors.				
Candidate Signature Date 4 27 17				
Date				

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Jean Bracy, SDA

District/Agency Mojave Desert Air Quality Management District

Work Address 14306 Park Ave., Victorville, CA 92392

Work Phone 760-245-1661

Why do you want to serve on the SDRMA Board of Directors?

I have served on the SDRMA Board of Directors since 2010. In 2017 I was elected by the Board to be the **Board President**. The Board strives to provide a variety of avenues for members to be successful and has adopted many important programs and policies aimed to provide members **cost effective coverage**. Each year, the Board **carefully considered** rates for services and from 2009 to 2016 voted to hold rates flat for the property/liability program. Through strategic planning SDRMA has a **strong financial base**. SDRMA has included **Cyber Coverage**; provided a **FREE Law Legal Hotline**; established a **multiple-policy discount** (5%) for each member who belongs to both the property/liability and the workers compensation programs; shares investment earnings with members through a **longevity distribution**; established the **loss prevention allowance funds** which reimburses members for safety-related costs up to \$1,000; launched and enhanced the SDRMA **interactive website**; provided **FREE online training** through Target Solutions; launched a **Safety Specialist Certificate** program; and contracted with Company Nurse to provide **FREE screening services** for work-related injury cases. I have worked closely with **SDRMA for 17 years**. I am attracted to its member-focused, pro-active, and positive mission. I would like to see – and be a part of – SDRMA continue this member-centric approach.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization)

I am serving my eighth year on the **SDRMA Board of Directors** and in 2017 I am the Board President. I am serving my fifth year on the Board of Directors for the **Special District Leadership Foundation** (SDLF) and I am the Board Secretary. On this Board I have been part of the continuing expansion of the SDLF programs, including the premier program, **District of Distinction**, also the Special District Administrator Certificate, the Recognition of Special District Governance, and the District Transparency Certificate of Excellence.

My career experience with special districts has helped me to understand the issues specific to smaller organizations. I have learned what it really means for an organization to do more with less. I have also learned that political realities for special districts are distinct from other forms of governments. As the Deputy Director – Administration for the Mojave Desert Air Quality Management District, I am the staff representative to the Governing Board Committees for Budget and Personnel. I am a member of and have chaired the California Air Pollution Control Officers Association (CAPCOA), statewide committees for Fiscal and Human Resource officers. I organized and have chaired the Alternate Fuel Task Force for the Mojave Desert air basin; I have represented the District in the Antelope Valley Clean Cities Coalition.

My working opportunities have crossed several public service types. I served as the Victorville city representative to the Technical Advisory Committee for the Victor Valley Transit Authority and as the City representative and officer on the Executive Committee of the Regional Economic Development Authority. I volunteered four years on the Board of Directors of the Victor Valley Federal Credit Union. For six years, I worked as an adjunct professor at Victor Valley Community College teaching Public Works Administration.

November 2012

What special skills, talents, or experience (including volunteer experience) do you have?

As professional and as a volunteer, I have a wide range of experiences with organizational structures, long term and vision planning, development of staff and volunteers, and resource and program management. My experience of leading organizational activities and implementing change for growth includes bringing together intergenerational and multicultural groups to achieve common goals.

I am an effective manager with expertise in efficient and productive management implementing process improvements in finance, human resources, risk management, and a wide variety of related administrative and organizational functions. I have led highly skilled teams to support the achievement of overall agency goals and objectives.

I earned a Master's Degree in Public Administration from California State University, San Bernardino
I earned the Special District Administrator Certification from the Special Districts Leadership Foundation
I earned the Recognition of Special District Governance from the Special Districts Leadership Foundation
I earned the Masters Certification in Labor Relations from the California Public Employers Labor Relations
Association (CALPELRA)

What is your overall vision for SDRMA?

I want to continue contributing my experience and expertise to SDRMA's overall function to further strengthen and enhance the lines of services provided by SDRMA. I want to see members educated to be wise in their management to reduce costs and deliver their very important missions to their communities. I want to be part of the mission to enhance the member's experience through claims management and education that leads to loss prevention.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.