



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

August 9, 2022

10:00 a.m.

BOARD MEMBERS AND PUBLIC MAY ATTEND IN PERSON AT DISTRICT OFFICE OR VIA VIDEO CONFERENCE AS DETAILED BELOW:

Under the Governor's Executive Order N-25-20 and Order N-29-20, members of the Board of Directors can participate by videoconference or teleconference. Accessibility Requirements, if you need swift special assistance during the Board meeting, please call (209) 962-7161. The District office is open to the public at this time from 9am to 4:30pm Monday through Thursday and 9am to 4pm on Friday (Closed between 12pm-2pm). All members of the public seeking to observe and/or to address the GCSB Board may participate in the meeting telephonically or otherwise electronically in the manner described below:

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

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

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

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

HOW TO SUBMIT PUBLIC COMMENTS:

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

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

ACCESSIBILITY INFORMATION:

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

AGENDA MATERIAL:

Physical copies of agenda material will not be available at the meeting. All agenda material can be accessed on the District Board Meeting Webpage at <https://www.gcsd.org/board-meetings-meeting-documents>. Physical copies can be obtained through the District office once made available.

PUBLIC RECORDS:

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

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

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

TELECONFERENCE AGENDA

August 9, 2022
10:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call of Board Members

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

1. Approve Order of Agenda

2. Public Comment

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

3. Information Items

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

A. Staff Reports

- i. Fire Department Report
- ii. CERT Report
- iii. General Manager's Report
- iv. Operations Manager's Report
- v. Administrative Services Manager's Report

B. Proclamations

- i. Recognition of Greg Dunn for his 7 Years of Service to the Groveland Community Services District

4. Consent Calendar

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

- A. Approve Minutes from the July 12, 2022, Regular Meeting
- B. Approve Minutes from the July 26, 2022 Special Meeting
- C. Accept July 2022 Payables

- D. Adoption of a Resolution Proclaiming a Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by Governor's Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of August 9, through September 6, 2022, Pursuant to Brown Act Provisions
- E. Waive Reading of Ordinances and Resolutions Except by Title

5. Old Business

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

- A. None.

6. Discussion and Action Items

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

- A. Adoption of a Resolution Approving SB988 Policy and Procedure and Direct Staff to Implement the Disconnection of Water Services for Delinquent Accounts
- B. Adoption of a Resolution Approving Financial Policy Establishing a \$25,000 Threshold for District Lease Assets
- C. Biannual Review and Discussion of the District's Conflict of Interest Policy in Accordance with the Political Reform Act
- D. Adoption of a Resolution Enacting Stage 2 of the District's Water Shortage Contingency Plan Per the State Water Resources Control Board Requirements and Governor's Executive Order N-7-22
- E. Adoption of a Resolution Adopting the Mitigative Negative Declaration for the Groveland Community Services District Trails and Mary Laveroni Park Improvements Project
- F. Adoption of a Resolution Authorizing the Award for the Fuel Tank and Retaining Wall Improvements Project to the Lowest Responsive Bidder and to Authorize the General Manager to Sign an Agreement on Behalf of the District
- G. Adoption of the Resolution Approving a Memorandum of Understanding with the County of Tuolumne for the Use of Alert and Warning Systems Including Sirens and Outdoor Audible Alerts

7. Adjournment

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

18966 Ferretti Road Groveland, CA 95321

Staff Report
August 1, 2022

To: Board of Directors

From: Marc DiTullio, Assistant Chief
By: Travis Chunn, Fire Captain

Subject: Monthly Activity Report – July 1, 2022 to July 31, 2022

Operations:

On July 23, 2022, at approximately 12:30 PM, GCSD Engine 781, as part of a high dispatch, responded to a residential structure fire located within the 12000 block of Moon Light Court in Groveland. Upon arrival Engine 781 found a single-story residential structure with fire well established in the attic. All the occupants were able to make it out of the home safely. The fire was contained within the attic, and the cause is still under investigation.



Fire Chief's Report
August 1, 2022
Page 2 of 4

On July 23, 2022, at approximately 8:30 PM, GCSD Engine 781, Cal Fire Engine 4455, Cal Fire Training 4457, and Cal Fire Battalion Chief 4415 were dispatched to a vehicle accident with pin in on Highway 120 near Evergreen Road. Upon arrival Engine 4455 found a vehicle on its side with two patients trapped inside. Engine 4455 and Engine 781 used the new battery powered tools from Engine 781 to extricate both patients eleven minutes after arrival at scene. One air ambulance was ordered to the Buck Meadows Landing Zone. One patient was transported by air and the other patient by ground ambulance.



Apparatus and Equipment:

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

Training:

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

- Ropes
- Lucas
- Extrication Tools
- Safety Stand Down
- E-631 Orientation
- FAE Patrick Cohen was an assistant instructor for one week at the CAL FIRE Training Center in Lone, CA.

Fire Department News:

Tuolumne County Engine 631 will be staffed starting August 1, 2022. Engine 631 is currently parked at Station 78, and we have been working with the County to get all needed equipment for it. We have also been working with the county to obtain all the logistical support for the newly added personnel.



MONTH - July 2022

STATION 78

Alarm Sounding	1
Odor Investigation	0
Debris Fire	0
Medical Aid	39
Fire Menace Standby	6
Fire Other	0
Haz Mat	0
Landing Zone	1
Plane/Heli Crash	0
Public Assist	9
Smoke Check	0
Structure Fire	1
Commercial Structure Fire	0
Vegetation Fire	1
Vehicle Accident	2
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	60

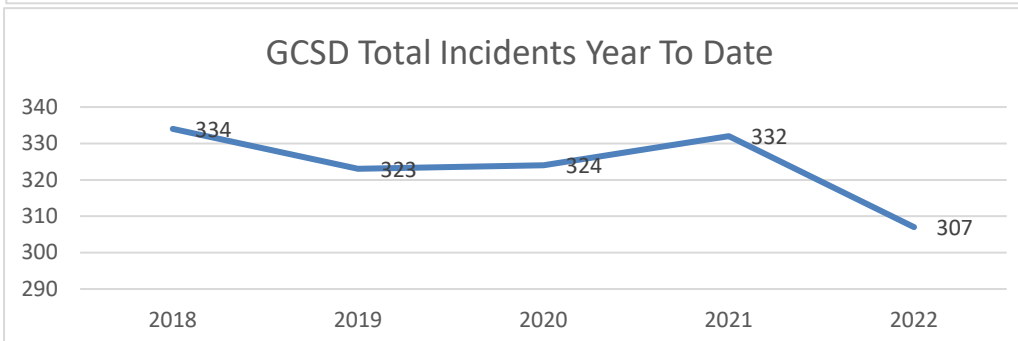
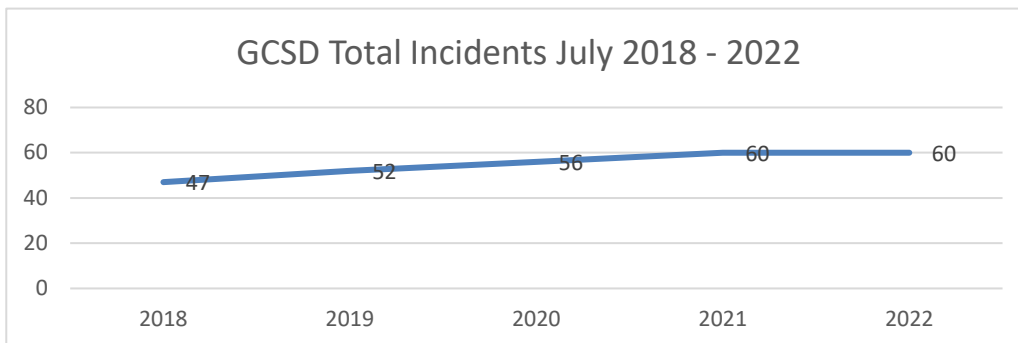


Auto Aid	Given
Tuolumne County	5
INC #8586 Medical Aid Hardin Flat Rd. INC #9325 Vehicle Accident Evergreen Rd. INC #9328 Landing Zone Buck Meadows INC #9504 Medical Aid Prospect Heights INC #9542 Medical Aid Berkeley Camp INC #9575 Medical Aid Elmore Rd	

(55 calls in GCSO district, 5 calls in Tuolumne County)

Last Call Logged Run # 9717

ALS	
YES	NO
15	23



CERT Groveland/Big Oak Flat/Moccasin

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



Groveland, California

Report to GCSO Board for August 2022

- GCERT has 25 participants, 21 more interested people and 12 fully certified members.
- GCERT participants take the FEMA Hybrid CERT training (online + last unit in person).
- GCERT has notified FD that our Firefighter Rehab vehicle is operational. It has been outfit with all the necessary equipment to Go Live. (Funded by Adventist Health Grant)
- Training Schedule for the balance of 2022 is under development. Len Otley is our Training Officer.
- GCERT has 8 participants in a traffic control workshop taught by the CHP.
- GCERT has been requested to deploy to help with the 49er Festival Traffic Control. We are coordinating with the CHP.
- GCERT will be working with GCSO management to develop deployment protocols.
- CERT has been granted \$15,000.00 by Tuolumne County Community Grant Program. Much of the acquisition of equipment has been completed. The trailer has been “decal-ed” and is ready for outfitting with shelves.
- CERT has been included as a participant in the Tuolumne-Calaveras Healthcare & Safety Coalition (HCSC).
- Groveland CERT again will be partner with the Pine Mountain Lake Safety Committee to offer PML members a demonstration and discussion of creating and using: 1) Go Bag, 2) Emergency Kit. Between the 2 such sessions, more than 40 people in the greater Groveland area have participated and feedback has been incredibly positive.
- GCERT is participating in development of radio communications in the Groveland/BOF area organized by TC OES and tuCares. We are working with Neighborhood Radio Watch to do propagation testing to determine coverage and feasibility.

GCERT is considering spearheading a community radio communications network utilizing FRS radios. These are about \$30 each, require no license, would be in general use throughout Groveland/BOF. Additionally, a few GMRS would be used to communicate outside the area on to Sonora OES using repeaters. These are more expensive, require a license & training.

8/5/2022 11:52 AM

GrovelandCERT@gmail.com

FB – CERT – Groveland Area Community Emergency Response Team
ND – CERT – Groveland Area Community Emergency Response Team

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 3Aiii. General Managers Report

Overview

Highlights for the period of July 12, 2022 to August 9, 2022 include the following, with additional information provided verbally:

- Executed the Lease agreements and received funding for the Groveland Asset Rehabilitation and Beautification Project. Once the contract is returned executed by the state, we can begin the project purchasing and construction
- Prepared and reviewed multiple versions of the License and Use Agreement with Tuolumne County for the location of a County funded fire engine and crew at GCSB Station 78. The most current draft is included with this report for your information.
- Responded to a Stakeholder Notification from the Tuolumne County CDD for a proposed theme park to be located on Ferretti Road outside the GCSB boundaries, but within our Sphere of Influence. Our response to the stakeholder notification is attached. Our response clearly states that the project can only receive services, including fire and emergency response from the District if annexed to our boundaries.
- Coordinated the preparation of an internal and external communication plan for major project construction; the Sewer Collection System Rehabilitation Project in particular.
- Contracted for the final completion of biological and archeological studies required and coordinated the filing of three CEQA notices of exemption for the District Properties Fuels Reduction Project. Once the project specifications are completed, the project will bid late summer and be completed upon end of fire season.
- Coordinating the opening of escrow on the potential purchase of the Hetch Hetchy Railroad Properties from the SFPUC. Staff performed significant research from a liability and legal perspective over the past two months related to the property acquisition and potential for securing title insurance. We expect escrow to be open within the next two weeks.
- Prepared the [Infrastructure Project Update Report](#) for the 7/26/2022 Board workshop and updated/completed the full report at the link above or below:



Groveland CSD Project Update

Supporting Service Quality and Reliability

[Go to this
Sway](#)

LICENSE AND COST REIMBURSEMENT AGREEMENT

THIS LICENSE AND COST REIMBURSEMENT AGREEMENT (“*Agreement*”) is made as of August 1, 2022 (“*Effective Date*”) by and between GROVELAND COMMUNITY SERVICES DISTRICT (“*Licensor*”) and the COUNTY OF TUOLUMNE (“*Licensee*”).

RECITALS

A. Licensor is the owner and operator of that certain real property commonly known as 18930 Main Street, Groveland, California 95321 and otherwise described as “GCSO Station No. 78”, improved with a building and other structures and fixtures at which Licensor provides fire protection and emergency response services (“*Services*”) to areas within its jurisdictional boundaries (collectively, the “*Station*”).

B. Licensee owns and will fund: (i) a fire engine owned by the County of Tuolumne (“*Engine*”), (ii) by separate Cooperative Fire Protection Agreement, a fire crew consisting of approximately six (6) firefighters employed by the State of California (“*Crew*”), and (iii) related fire-suppression and emergency response equipment and gear owned by the County of Tuolumne (“*Equipment*”). Licensee desires to use portions of the Station to locate and operate the Engine, the Crew, and the Equipment, subject to the provisions of this Agreement (“*Licensed Area*”).

C. Licensee and Licensor agree this Agreement and more specifically the Permitted Use (defined below) are needed in light of increased fire protection and emergency response service requests owing to new development within the boundaries and response areas of Licensee.

D. Licensor and Licensee now desire to enter into this Agreement to provide Licensee a license to use the Licensed Area subject to and in accordance with the terms and conditions contained herein, with the express understanding and agreement that this Agreement is not intended to be, nor is it, a license coupled with an interest, nor is it intended to, nor does it, confer upon Licensee any exclusive rights of exclusive possession or occupancy whatsoever in connection with the Station.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1. **Use of License Area.** Subject to all the terms and conditions of this Agreement, Licensee shall have from Licensor a license (“*License*”) to use the Licensed Area only for the Permitted Use as defined in Section 3.1. The Licensed Area will include one (1) bay within the Station building for parking the Engine, reasonable storage area(s) for the Equipment, use of sleeping and living quarters within the Station for the Crew, and other portions of the Station to facilitate the Permitted Use as determined by Licensor in its reasonable discretion. Notwithstanding anything in this Agreement to the contrary, the Licensed Area may not include any portion of the Station the provision to Licensee of which would likely denigrate the Services as determined by Licensor in its reasonable discretion.

1.2. **Initial Use Date.** The term of this License shall be one (1) year. License term shall commence on the Effective Date and end on August 1, 2023. Either Licensor or Licensee may terminate the agreement at any time within the term by providing the other with 30 days' advance written notice.

2. **License Consideration.** Licensor and Licensee agree the Permitted Use (defined below) and its ancillary benefits to Licensor are valuable and adequate consideration sufficient for the License and no further monetary or other consideration is necessary for the License; provided, however, Licensee will reimburse Licensor as provided in this Agreement.

3. **Permitted Use of Licensed Area: Applicable Requirements.**

3.1. **Permitted Use.** Licensee shall use the licensed area for the placement of a County engine and staff dedicated to the south county area to provide increased fire protection and emergency response services for areas located within the Groveland CSD boundaries and participate in mutual aid response areas as well as automatic aid response areas for Tuolumne County (the "Permitted Use"). The Permitted Use includes fueling, storing, and maintaining the Engine and the Equipment, and housing the Crew. Subject to the reimbursement and other provisions of the Agreement, Licensee may; (i) fuel the Engine with fuel purchased by Licensor and stored on or about the Station, and (ii) maintain at the Station the Engine and the Equipment using tools and supplies of Licensor.

3.2. **Applicable Requirements.** Licensee shall comply at its sole cost and expense with all Applicable Requirements. For purposes of this Agreement, "**Applicable Requirements**" shall mean and include:

(a) **Laws and Regulations.** All laws, statutes, codes, ordinances, decrees, judgments, rules, regulations and other legal requirements, as amended, supplemented or replaced from time to time, which are applicable to the maintenance, repair, alteration, use, safety, or operation of the Licensed Area; the condition of the Licensed Area; Licensee's operations on or about the Licensed Area, as presently conducted or as may be conducted in the future, irrespective of whether such are foreseen or unforeseen, ordinary or extraordinary, minor or substantial;

(b) **Third Party Requirements.** All reasonable requirements of Licensor's insurance underwriters, now or hereafter in effect, pertaining to Licensee's use or operation of the Licensed Area;

(c) **Government Permits.** All permits, approvals and licenses (including, without limitation, all terms and conditions thereof) from any governmental or quasi-governmental agency, authority or entity, pertaining to Licensee's use or operation of the Licensed Area; and

(d) **Rules.** Licensor's reasonable rules and regulations governing the occupancy and use of the Licensed Area, which may be amended from time to time by Licensor in its discretion.

3.3. **Prohibited Activities.** Notwithstanding anything to the contrary in this Agreement, and without limiting the generality of any other provision in this Agreement, Licensee shall not: (i) disturb or interfere with Licensor or Licensor's activities at or on the Station; (ii) negatively impact the quality or scope of the Services, in Licensor's reasonable determination; (iii) cause, maintain, or suffer any waste or nuisance in, on or about the Licensed Area, including, without limitation, storage or maintenance of any substance or material that presents an unreasonable risk of fire, explosion, or other hazard; (iv) use the Licensed Area so as to cause either a cancellation of Licensor's insurance policies now or hereafter in effect or any increase in the premiums in connection therewith; (v) place any signs or other markings in or upon any externally visible portions of the Licensed Area or the Station without Licensor's prior written consent (which consent may be withheld or conditioned in Licensor's sole discretion); or (vi) any combination of items (i) through and including (v) listed in this Section 3.3.

3.4. **Licensor's Access.** Licensor and its authorized representatives shall have the right, but not the duty, at any time to enter upon the Licensed Area in order to monitor or inspect Licensee's activities, assess whether Licensee is in compliance with the provisions of this Agreement, or for any other purpose, including without limitation installing, maintaining, repairing or replacing utilities or other infrastructure, or conducting invasive tests; provided, however, that Licensor shall use reasonable efforts to minimize the impact of such activities on the Permitted Use within the Licensed Area.

3.5. **Reservation of Rights.** Licensor further reserves and retains all rights of possession and ownership in connection with the Licensed Area, including without limitation the right to grant or enter into, from time to time, such easements, encumbrances, leases, rights of way, and dedications in connection with or including the Licensed Area, as Licensor deems necessary or advisable, in its sole and absolute discretion; provided, that Licensor will not grant to third parties a right to occupy, on a temporary or permanent basis, the Licensed Area. Neither this Agreement, the License nor any use by Licensee or any of its employees, officers, agents, contractors, guests, invitees, partners, joint venturers, affiliates, successors and assigns (collectively, the "*Licensee Parties*") shall confer or be construed to confer upon Licensee or any Licensee Parties any rights of ownership whatsoever in or in connection with the Licensed Area, and Licensee shall not claim or assert anything to the contrary.

3.6. **Safety.** Without limiting the generality of any other provision in this Agreement, Licensee shall take all steps necessary or advisable to ensure safety at or about the Licensed Area, whether or not such steps are required by any Applicable Requirements. Licensor, at Licensee's cost and expense, shall have the right, but not the obligation, to immediately commence and prosecute to completion any cure of any failure by or on behalf of Licensee to comply with any provisions of this Section 3.6 caused by Licensee. In the event Licensor determines, in its reasonable discretion, that any condition or situation exists at the Licensed Area that poses or may reasonably pose any imminent threat to the safety of any persons at or adjacent to the Licensed Area or to public health and welfare which was caused by Licensee, Licensor shall have the right, but not the obligation, to immediately: (i) perform at Licensee's cost and expense any work to remedy any such imminent threat; or (ii) take any actions to remedy any such imminent threat, including, without limitation, requiring Licensee to cease operations and suspending or revoking the License.

4. **Termination.**

4.1. **Termination by Licensee.** Licensee may terminate the License upon 30 days written notice from Licensee to Licensor for any reason or no reason.

4.2. **Termination by Licensor.** Licensor may terminate the License upon the occurrence of any of the following: (i) upon 30 days written notice from Licensor to Licensee for any reason or no reason; (ii) any material failure by Licensee to comply with any term or condition of this Agreement. Without limiting the generality of Section 12 below, immediately upon any such termination, Licensor shall have the right to remove Licensee and any and all of Licensee's property from the Licensed Area at Licensee's sole cost and expense.

5. **Maintenance and Repair.** Licensee shall, at its sole cost and expense, promptly repair any damage to the Licensed Area caused by Licensee and remove any trash generated by Licensee. In the event that any repairs or maintenance to or for the Licensed Area or any portion thereof are required due to damage caused by Licensee, Licensee shall promptly arrange for the same through Licensee's contractors, provided Licensor shall have the right to approve, in its reasonable discretion, such contractors in writing. All such repairs and maintenance shall be performed in a first class, workmanlike manner and such repairs and maintenance shall be of a quality and class equal to or better than the original work or item. If Licensee fails to perform any of its obligations under this Section 5, Licensor shall have the right, but not the obligation, to perform such obligations at Licensee's expense upon ten (10) days' notice to Licensee.

6. **Alterations.**

6.1. Licensee shall not make any alterations, improvements, additions, replacements, changes, or installations (collectively "**Alterations**") in, on or about the Licensed Area without Licensor's prior written consent (which consent may be granted, conditioned, or withheld in Licensor's sole and absolute discretion). In connection with any such proposed Alterations, Licensor shall have the right to: (i) approve, in its reasonable discretion, Licensee's contractors; (ii) require Licensee to provide Licensor, at Licensee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such Alterations, to insure Licensor against any liability for mechanic's and materialmen's liens and to ensure completion of the work; and (iii) require removal of the Alterations upon termination of this Agreement. Should Licensee make any Alterations without the prior approval of Licensor, Licensor shall have the right to require that Licensee immediately remove any or all of such Alterations.

6.2. Any proposed Alterations in or about the Licensed Area that Licensee shall desire to make shall be presented to Licensor in written form, with proposed detailed plans. If Licensor shall give its consent, the consent shall be deemed conditioned upon Licensee acquiring all necessary permits and governmental approvals, the furnishing of a copy thereof to Licensor prior to the commencement of the work, and the compliance by Licensee with all Applicable Requirements and all conditions of said permits and approvals in a prompt and expeditious manner.

6.3. Licensee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Licensee in connection with the Licensed Area, which are or may be secured by any mechanic's or materialmen's lien against the Licensed Area or Station or any interest therein. Licensee shall give Licensor not less than 15 days' notice prior to the commencement of any work at the Licensed Area which is expected to cost in excess of \$5,000, and Licensor shall have the right to post notices of non-responsibility in or on the Licensed Area as provided by law. If Licensee, in good faith, shall contest the validity of any such lien, claim or demand, then Licensee shall, at its sole cost and expense, defend itself and Licensor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Licensor or the Licensed Area. On written request from Licensor, Licensee shall furnish a release bond as provided under California Civil Code Section 3143 or any successor statute, which shall release such lien from the Licensed Area or Site. In addition, Licensor may require Licensee to pay Licensor's attorney's fees and costs in participating in such action if Licensor shall decide it is in its best interest to do so.

7. **Costs; Utilities; Billing.** Licensee agrees to reimburse Licensor for costs related to the use of the Station by Licensee.

7.1. **Fuel; Maintenance; other Costs.** Licensee shall pay all costs and perform all maintenance on county owned equipment under this license. Licensee shall reimburse Licensor for all: (i) fuel of Licensor used by Licensee, (ii) food, supplies, fixtures, and furniture of Licensor consumed or used or damaged by Licensee or the Crew (or both); (iii) wear and tear, damage, or replacement of tools and equipment of Licensor used by Licensee, its employees, contractors, agents, and other representatives; and (iv) all other costs incurred by Licensor relative to the License.

7.2. **Utilities, Security.** Licensee shall be responsible for and pay when due all sums in connection with any and all water, gas, heat, power, telephone, cable, communication and other utilities and services supplied to or used by Licensee, its employees, contractors, agents, and other representatives, together with any taxes thereon.

7.3. **Billing.** Each calendar month which reimbursable cost occur, Licensor shall provide, for review and approval by Licensee, a summary of all costs and expenses incurred by Licensor relative to the License ("**Billing**").

7.4. Licensee will complete its initial review within 15 calendar days after receiving the Billing. Licensor will provide any backup documentation reasonably requested by Licensee during the initial review of the Billing, within 5 working days from Licensee's request.

7.5. Licensee will pay all uncontested portions of the Billing, sent at the address for notices to Licensor specified in this Agreement, by no later than 15 days after Licensee's receipt of the Billing.

8. **Condition Of Licensed Area: ReleaseCondition; As-Is.** THE LICENSED AREA IS BEING LICENSED BY LICENSOR, AND HEREBY IS ACCEPTED BY LICENSEE, IN ITS EXISTING STATE AND CONDITION AS OF THE EFFECTIVE DATE, SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD, “AS IS, WITH ALL FAULTS.” LICENSOR NOR ANY OTHER PARTY HAS MADE, AND THERE IS HEREBY DISCLAIMED, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE LICENSED AREA, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE LICENSED AREA, THE SUITABILITY OR FITNESS OF THE LICENSED AREA OR ANY APPURTENANCES THERETO FOR LICENSEE’S INTENDED USE, THE COMPLIANCE OF THE LICENSED AREA WITH ANY LAWS, ANY MATTER AFFECTING THE USE OR ENJOYMENT OF THE LICENSED AREA OR WITH RESPECT TO ANY OTHER MATTER PERTAINING TO THE LICENSED AREA, OR ANY APPURTENANCES TO THE LICENSED AREA.

8.2. **Release.** As part of its agreement to accept the Licensed Area in Its “As Is, With All Faults” condition, Licensee, on behalf of itself and its employees, officers, agents, contractors, guests, invitees, partners, joint venturers, affiliates, successors and assigns (collectively, the “*Licensee Parties*”), hereby waives any right to recover from Licensor, and forever releases, acquits and discharges Licensor of and from, any and all past, present and future claims, damages, liabilities, suits, losses, costs and expenses (including without limitation attorneys’ and expert witness fees and costs of collection), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, “*Claims*”), whether or not existing prior to or after the Effective Date, that Licensee may now have or that may arise in the future on account of or in any way connected with the Licensed Area and/or any portion thereof, including, without limitation: (i) the physical, geotechnical or environmental condition of the Licensed Area, including, without limitation, any seismic or structural deficiencies, or the presence of any toxic or hazardous waste, material or substance, including, without limitation, asbestos, petroleum, petroleum products, underground storage tanks now or previously containing any other hazardous materials or substances defined as “hazardous substances”, “hazardous waste” or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801; and Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; and other substances defined as hazardous waste and hazardous substances in applicable laws and/or in any regulations and publications promulgated pursuant thereto (collectively, “*Hazardous Materials*”) in, on, under or above the Licensed Area or the Station (including, without limitation, any soils and groundwater conditions); (ii) the quality, nature or adequacy for Licensee’s intended use of existing water, sewer, electric, telecommunications or other utility systems serving the Licensed Area or the Station; and (iii) any laws or other rules applicable thereto, including, without limitation, all Environmental Laws (for purposes of this Agreement, the term “*Environmental Laws*” means any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Materials). Notwithstanding anything to the contrary in this Agreement, the foregoing release shall survive any termination of the License or this Agreement.

8.3. **Waiver.** Licensee acknowledges, for itself and on behalf of each of the Licensee Parties, that it is aware that it, or any of the other Licensee Parties, may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to

the subject matter of this Agreement and/or the License, but that it is Licensee's intention to hereby fully, finally and forever waive, assume the risk of, release and discharge each and all of the Claims released under Section 8.2, and to bind all of the Licensee Parties to this release, assumption of risk, discharge and waiver. In furtherance of this intention, the releases set forth in Section 8.2 shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different claim or fact. Licensee, on behalf of itself and all of the Licensee Parties, hereby waives application of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9. Environmental Provisions.

9.1. **Compliance With Environmental Laws.** Licensee shall at all times comply with all applicable Environmental Laws, provided that Licensee shall not be required to remediate or otherwise be responsible for environmental contamination of the Licensed Area not caused by Licensee. Without limiting the generality of the foregoing, Licensee shall procure and maintain in effect at all times during the term, any permits and licenses required by any Environmental Laws for Licensee's operations on or about the Station and Licensed Area.

9.2. **Environmental Releases.** Licensee shall not cause during the term of the Agreement any accidental or intentional spill, leak, emission, discharge, release, dumping, disposal or migration into, onto or under the Licensed Area (collectively, "**Release**") of a Hazardous Material or any condition of pollution or nuisance on or about the Station and Licensed Area, whether affecting the surface water or ground water, air, the soil, the surface of the Station and Licensed Area, or the subsurface environment, in violation of any Environmental Law. Prior to or upon the date Licensee ceases to occupy the Licensed Area, Licensee shall have removed from the Licensed Area all Hazardous Materials introduced onto or permitted on the Licensed Area by Licensee. In the event any Release of a Hazardous Material to the environment, or any condition of pollution or nuisance, occurs on or about or beneath the Station and Licensed Area during the term as a result of any act or omission of Licensee or Licensee's employees, agents, contractors, invitees or guests, Licensee shall promptly undertake remedial measures as required to clean up, abate or otherwise respond to the Release, pollution or nuisance in accordance with applicable Environmental Laws at Licensee's sole cost.

9.3. **Environmental Indemnity.** Licensee shall indemnify, defend, and hold all Indemnitees (as defined below) harmless from and against any and all claims, suits, causes of action, demands, losses, damages (including, without limitation, foreseeable and unforeseeable consequential damages and punitive damages), diminution of property value, liabilities, fines, penalties, costs, taxes, charges, administrative and judicial proceedings, orders, judgments, settlements, remedial actions and compliance requirements (including, without limitation, enforcement and clean-up actions), third-party claims (including, without limitation, tort,

economic and property claims), natural resource damages, additional costs of ownership, maintenance and development of the Licensed Area (over and above those incurred for the ownership, maintenance and development of the Licensed Area as tendered to Licensee), expenses (including without limitation reasonable attorneys' fees and expenses, costs of defense and costs and expenses of all experts and consultants) arising, directly or indirectly, out of: (a) any non-compliance by Licensee, or any of Licensee's employees, agents, contractors, invitees or guests, with any Environmental Laws (except for Licensor's obligations under Section 10.4 below); (b) any use, storage, generation, production, Release, disposal or transportation by Licensee, or any of Licensee's employees, agents, contractors, invitees or guests, of any Hazardous Materials at, on, in, about or under the Station and Licensed Area at any time during Licensee's occupancy or possession of the Licensed Area; or (c) the migration from the Licensed Area, at any time, of any Hazardous Materials Released by Licensee, or any of Licensee's employees, agents, contractors, invitees or guests, at, on, in, about, or under the Licensed Area or the Station at any time during Licensee's occupancy and/or possession of the Licensed Area. Licensee shall promptly assume its defense and indemnification obligations (with counsel reasonably acceptable to Licensor) upon written notice from any Indemnitee. Indemnitees may participate in, but not control, the defense of the claim at their own expense. At Licensee's request, Indemnitees shall reasonably cooperate in the defense of a claim at their own expense. Licensee shall not settle any claim without Indemnitees' agreement, which agreement shall not be unreasonably withheld. "Indemnitees" shall mean and include Licensor, any successor in interest to Licensor, and the respective officers, directors, trustees, employees, agents, successors, assigns, and insurers of Licensor or any successor of Licensor.

10. Insurance and Indemnity.

10.1. **Insurance.** Licensee, at Licensee's sole cost and expense, shall obtain and maintain:

(a) Commercial General Liability insurance that contains broad form contractual liability with a combined single limit of a minimum of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) umbrella for a total of ten million dollars (\$10,000,000) each occurrence and an aggregate limit of at least fifteen million dollars (\$15,000,000) Coverage must be provided on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, contractual liability coverage, environmental (sudden, seepage and pollution) liability, bodily injury and property damage, products and completed operations.

(b) Environmental Legal Liability Insurance covering bodily injury, property damage (including loss of use, sudden, seepage and pollution), and cleanup and defense costs with a limit of not less than five million dollars (\$5,000,000) per occurrence and an aggregate limit not less than ten million dollars (\$10,000,000).

(c) Workers Compensation and Employers Liability insurance including coverage for all its employees, but not limited to: Industry's statutory liability under the worker's compensation laws of the state in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(d) Employers' Liability (Part B) with limits of at least one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total of three million dollars (\$3,000,000) aggregate each accident, one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for total of three million dollars (\$3,000,000) aggregate by disease policy limit, and one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for total of three million dollars (\$3,000,000) aggregate by disease each employee.

(e) Automobile Liability covering bodily injury/property damage of not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total of three million dollars (\$3,000,000) per accident and an aggregate limit of at least one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total aggregate limit of three million dollars (\$3,000,000). Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

(f) The above listed required insurance coverages and threshold amounts shall be subject to reasonable annual review and revision by Licensor.

10.2. **Insurance Certificates.** Licensee shall provide Licensor with certificates evidencing the insurance required pursuant to Section 10.1(a) prior to the Effective Date, which shall state that such insurance may not lapse, be changed, amended, canceled or otherwise terminated without at least today's prior written notice to Licensor. Licensee shall provide renewal certificates to Licensor at least 15 days prior to the expiration of such policies. Should Licensee fail to provide any such renewal certificate within such 15-day period, or to pay the premium for any insurance policy required of Licensee hereunder, then Licensor shall have the right, but not the obligation, to obtain, renew or replace any such policy at Licensee's cost and expense. The amount of any premium paid by Licensor and any costs and expenses incurred by Licensor under this Section 10.2 shall constitute License Consideration.

10.3. **Payment of Premium Increase.** Licensee shall pay to Licensor the amount of any increase in premiums for any insurance carried by Licensor if such premium increase is specified by Licensor's insurance carrier as being caused by the nature of Licensee's use of the Licensed Area, or any portion thereof, or any act or omission of Licensee. Licensee shall pay any such premium increases to Licensor within 30 days after receipt by Licensee of a copy of the premium statement or other evidence of such premium increase.

10.4. **Insurance Policies.** Insurance required of Licensee hereunder shall be issued by insurance companies holding a "General Policyholders Rating" of at least A-, or such other rating as may be required by a lender having a lien on the Licensed Area, as set forth in the most current issue of "Best's Insurance Guide," or in case of discontinuance of such publication, a comparable guide. Licensee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Section 10. All insurance required to be maintained by Licensee under this Section 10 shall be in a form and carry deductibles reasonably satisfactory to Licensor from time to time.

10.5. **Waiver of Subrogation.** Licensee and Licensor shall cause the insurance company issuing their respective property insurance to waive any subrogation rights that those

companies may have against Licensee or Licensor, respectively, as long as the insurance is not invalidated by the waiver. Provided the waivers of subrogation are contained in their respective insurance policies, Licensor and Licensee waive any right that either may have against the other on account of any loss or damage that is insured under their respective property insurance policies or would have been insured against had the party carried the insurance as required by this License.

10.6. Licensee's Assumption of Risk and Waiver; Exculpation.

(a) Except to the extent such matter is not covered by the insurance required to be maintained by Licensee under this License and such matter is attributable to the gross negligence or willful misconduct of Licensor or any third parties authorized by Licensor to use or access the Licensed Area, Licensor shall not be liable to Licensee or any Licensee Parties for: (i) any damage to property of Licensee, or of any Licensee Parties or others, located in, on or about the Station or the Licensed Area; (ii) the loss of or damage to any property of Licensee or any Licensee Parties or others by theft or otherwise; (iii) any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain or leaks from any part of the Station or the Licensed Area; or (iv) any damage covered by operation and construction of any public or quasi-public work.

(b) Licensor shall in no event be liable for any punitive or consequential damages, or loss of business or profits, and Licensee hereby waives any and all claims for any such damages.

10.7. Indemnity. Licensee shall fully indemnify, defend, protect and hold Licensor, its trustees, board members, officers, employees, agents, assigns, contractors, and insurers of any of the foregoing (collectively, "*Licensor Indemnitees*"), harmless from and against any Claim (including, without limitation, any Claim existing or arising prior to or after the Effective Date), which may arise from or result from: (i) Licensee's failure to comply with the terms and conditions of this Agreement; (ii) any acts or omissions of Licensee or the Licensee Parties; (iii) the conduct of Licensee's business or operations by Licensee or any of the Licensee Parties; and (iv) any Removed Property and any Remaining Property (each as defined below). Licensee expressly acknowledges and agrees that it has an immediate and independent obligation to defend Licensor and/or the Licensor Indemnitees from any Claim which actually or potentially falls within this Section 10.7, regardless of whether any such Claim is, or may be, groundless, fraudulent or false, and that Licensee shall defend Licensor and/or the Licensor Indemnitees with counsel approved in writing by Licensor, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this Agreement shall require Licensee to release or indemnify or defend Licensor in connection with any Claims to the extent resulting from: (a) Licensor's breach of any representations, warranty or covenant set forth in this Agreement, or (b) any gross negligence or willful misconduct of Licensor. Licensee's obligations under this Section 10.7 shall arise at the time any such Claim is tendered to the Licensee by Licensor and shall continue until discharged through performance or judicial determination. Licensee shall not settle any claim without the consent of Licensor and any Licensor Indemnitees that may incur liability in connection with such claim under or following such settlement, which consent shall not be unreasonably withheld unless settlement includes a complete release of Licensor.

11. **Damage and Destruction.** Under no circumstances shall Licensor have any obligation to repair, restore or replace all or any portion of the Station or the Licensed Area following any damage or destruction to or affecting the Station or the Licensed Area (as the case may be), and Licensee shall be solely responsible for all costs and other obligations incurred in connection with any repairs, restoration or replacements in connection with any such damage or destruction caused by or for Licensee, its employees, contractors, agents, or other representatives.

12. **Surrender. Restoration.**

12.1. **Surrender.** No later than the termination of the License, Licensee shall (i) remove all Alterations and any and equipment installed or located at the Licensed Area by Licensee and all of Licensee's personal property as of the date of any termination of the License and shall be responsible to repair any damage resulting from any such removal, and (ii) shall restore and surrender the Licensed Area in a clean, sanitary and debris-free condition and in at least as good order and condition as existed immediately prior to the Effective Use Date, except for reasonable wear and tear and damage caused by third parties. The foregoing notwithstanding, if Licensor so elects by written notice given at least 15 days before the date of any such termination, Licensee shall leave in place and not remove any Alterations so designated by Licensor (other than Licensee's trade fixtures and equipment, which in any event may be removed by Licensee), and on the date of any such termination, such items shall be conclusively deemed to have been conveyed by Licensee to Licensor, as if by bill of sale.

12.2. **Title to and Removal of Licensee's Equipment.** Subject to Licensor's rights under Section 12.1, the Alterations shall be and remain the property of Licensee at all times, and Licensee may, upon the termination of the License, remove the Alterations and all of Licensee's other personal property from the Licensed Area. If Licensee fails to perform any repairs or restoration required under Section 12.1, or fails to remove any Alterations and other personal property and equipment from the Licensed Area as required by this Agreement, including, without limitation, Section 12.1, within 15 days after receipt of Licensor's written notice to do so, Licensor may do so on Licensee's behalf, and Licensee shall pay Licensor the cost of such repair, removal or restoration within 15 days after receipt of Licensor's invoice. All property remaining on the Licensed Area after the date of any termination of the License that is removed from the Licensed Area by Licensor pursuant to any provisions of this Agreement or any Applicable Requirements may be used, handled, disposed of or stored by Licensor at Licensee's sole risk and expense (such property, the "**Removed Property**"). All property not removed from the Licensed Area by Licensee or Licensor, or claimed from storage by Licensee within 30 days after termination of the License (the "**Remaining Property**") shall, at Licensor's option without notice, conclusively be deemed to have been conveyed by Licensee to Licensor, as if by bill of sale. Unless prohibited by Applicable Requirements, Licensor shall have a lien against all such Remaining Property for the costs incurred in removing and storing the same.

13. **Assignment and Sublicensing.** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Licensee's interest in this License or in the Licensed Area, without Licensor's prior written consent. Licensor shall respond to Licensee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this License. Any transfer not in accordance with this Section 13 shall be null and void.

14. **Miscellaneous.**

14.1. **Notices.** Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) electronic mail (with a copy promptly sent by one of the other foregoing methods) sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Notice by e-mail shall be deemed to have been given on the date sent if sent before 5:00 p.m. California time on a business day and, if not, then on the next business day. Any other form of notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Notwithstanding the foregoing, notice sent by facsimile is not a valid means of notice under this Section. Unless changed in accordance with the preceding provisions, the addresses for notices given pursuant to this Agreement shall be as follows:

LICENSOR: Groveland Community Services District
18966 Ferretti Road
Groveland, CA 95321

LICENSEE: County of Tuolumne


14.2. **Amendment.** This Agreement may be supplemented, amended or otherwise modified only by a written instrument signed by both Licensor and Licensee.

14.3. **Waiver.** No provision of this Agreement shall be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Licensor's consent or approval respecting any action by Licensee shall not constitute a waiver of the requirement for obtaining Licensor's consent or approval respecting any subsequent action.

14.4. **Interpretation.** Each party has consulted with counsel, or has had the opportunity to consult with counsel and determined that such consultation is unnecessary, and each party has determined that this Agreement accurately and completely reflects the agreement of the parties. This Agreement has been reviewed by both Licensor and Licensee, and no

presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. No drafts of this Agreement or any other document shall be used or argued to interpret the meaning of this Agreement or any provision thereof, or the parties' intent.

14.5. **Entire Agreement.** This Agreement is an integrated document that contains the entire understanding between the parties relating to the subjects it covers, and supersedes all prior drafts, applications, correspondence and agreements, whether oral or written, concerning the subject matter of this Agreement.

14.6. **Severability.** If any term, covenant or condition of this Agreement is held by a court or regulatory body or agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms, covenants and conditions shall continue in full force and effect unless a material failure of consideration would result, in which case the Agreement shall terminate.

14.7. **Remedies.** Each remedy set forth in this Agreement is cumulative of and in addition to any other remedy in this Agreement or available at law or in equity. The exercise, partial exercise or failure to exercise any remedy by any party shall not be an election of remedies and such party shall not be precluded from exercising any other remedy under this Agreement or other remedy available at law or in equity.

14.8. **Time is of the Essence.** Time is of the essence in the performance of each party's respective obligations under this Agreement.

14.9. **Attorneys' Fees.** The Prevailing Party (defined below) in any action or proceeding (including without limitation any arbitration) brought to enforce this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses paid or incurred in good faith in connection with such action or proceeding (including, without limitation, expert witness fees and costs of collection, including those fees and costs incurred in enforcing this Section and those fees and costs incurred in connection with any appeal). For purposes of this Agreement, the "**Prevailing Party**" shall be deemed to be that party which obtains substantially the relief sought, whether by dismissal or by award or judgment.

14.10. **No Partnership.** Nothing contained in this Agreement shall be construed as creating a leasehold interest or making Licensor and Licensee joint venturers or partners.

14.11. **Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, except as expressly provided herein.

14.12. **Governing Law.** This License and this Agreement shall be governed by the internal laws of the State of California.

14.13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and may be transmitted by facsimile. Counterpart signature pages may be assembled to form a single original document.

14.14. **Successors and Assigns.** Subject to Section 13, and except as otherwise expressly provided herein, all of the covenants, conditions and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors

******Agreement continues and signatures appear on following page******

and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

LICENSEE:

THE COUNTY OF TUOLUMNE

By: _____

Title: _____

Printed Name: _____

LICENSOR:

GROVELAND COMMUNITY
SERVCIES DISTRICT

By: _____

Title: _____

Printed Name: _____



COMMUNITY DEVELOPMENT DEPARTMENT

Quincy Yaley, AICP
Director

Land Use and Natural Resources – Housing and Community Programs – Environmental Health – Building and Safety – Code Compliance

Date: July 22, 2022
To: Interested Stakeholder
From: Tuolumne County Community Development Department
RE: Pre-Application Review PAR22-001
Assessor's Parcel Numbers: 066-220-008

48 Yaney Avenue, Sonora
Mailing: 2 S. Green Street
Sonora, CA 95370
(209) 533-5633
(209) 533-5616 (Fax)
(209) 533-5909 (Fax – EHD)
www.tuolumnecounty.ca.gov

The Community Development Department thanks you for your participation in the land development process in Tuolumne County. We value your comments and look forward to your continued participation in our planning process. This process provides information on your requirements and concerns to the applicant early in the review process. Involvement on your part can eliminate or minimize problems that could arise later.

Applicant: Mark Kraft

Project: The Community Development Department (CDD) has received an application for the following:

Pre-Application Review PAR22-001 to review a recreational development project on the 100± acre parcel zoned AE-37:AIR (Exclusive Agriculture, Thirty-Seven Acre Minimum: Airport Combining) under Title 17 of the Tuolumne County Ordinance Code (TCOC).

Location: The project site is located along Ferretti Road approximately 1 mile southeast of the intersection of Clements and Ferretti, in the community of Groveland. Within a portion of Section 18, Township 1 South, Range 17 East, Mount Diablo Baseline and Meridian. Within Supervisorial District 4. Assessor's Parcel Number 066-220-008.

Access: Ferretti Road

Sewage Disposal Method: Private Sewage Disposal Method

Water Source: Private Well

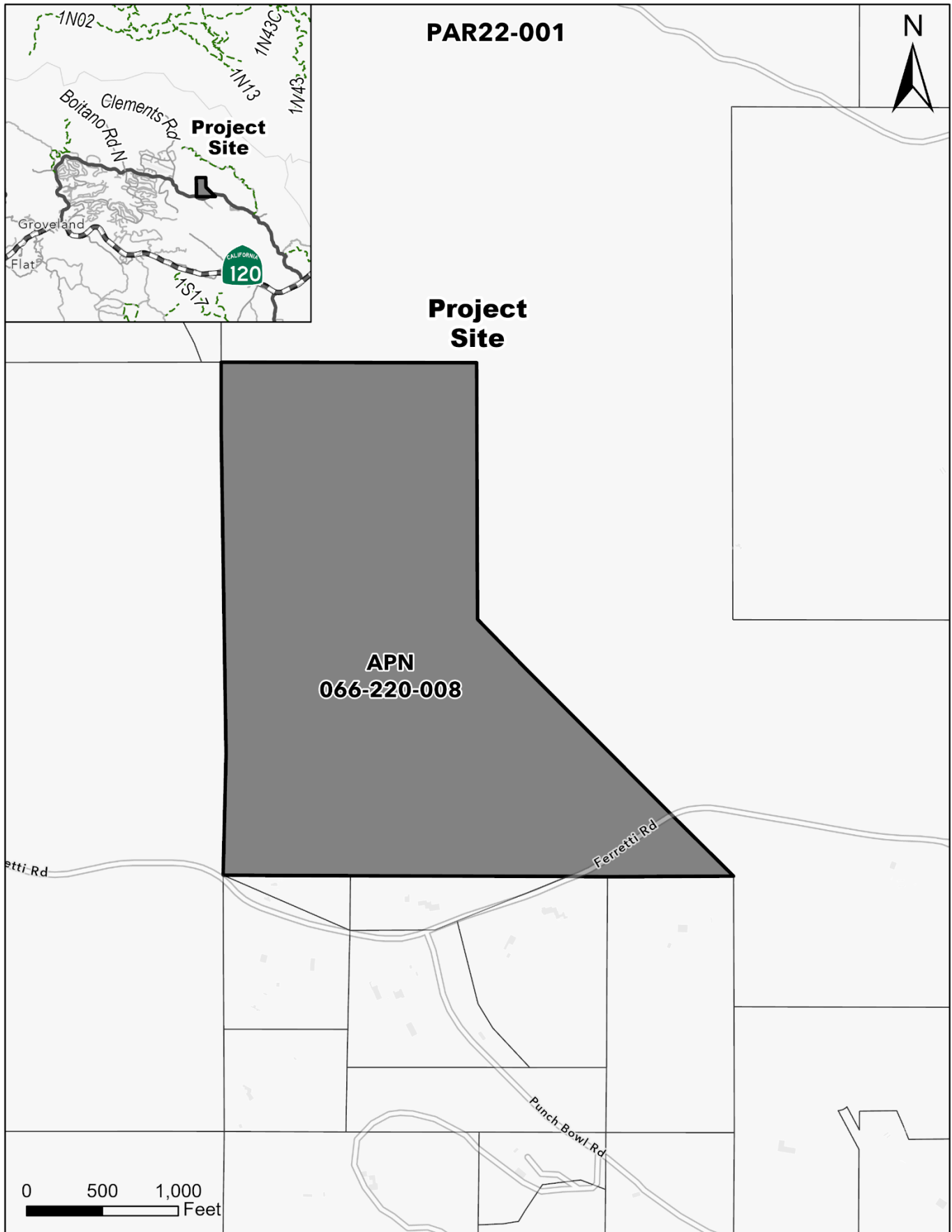
Fire Hazard Rating: Very High fire hazard severity zone.

Additional Information:

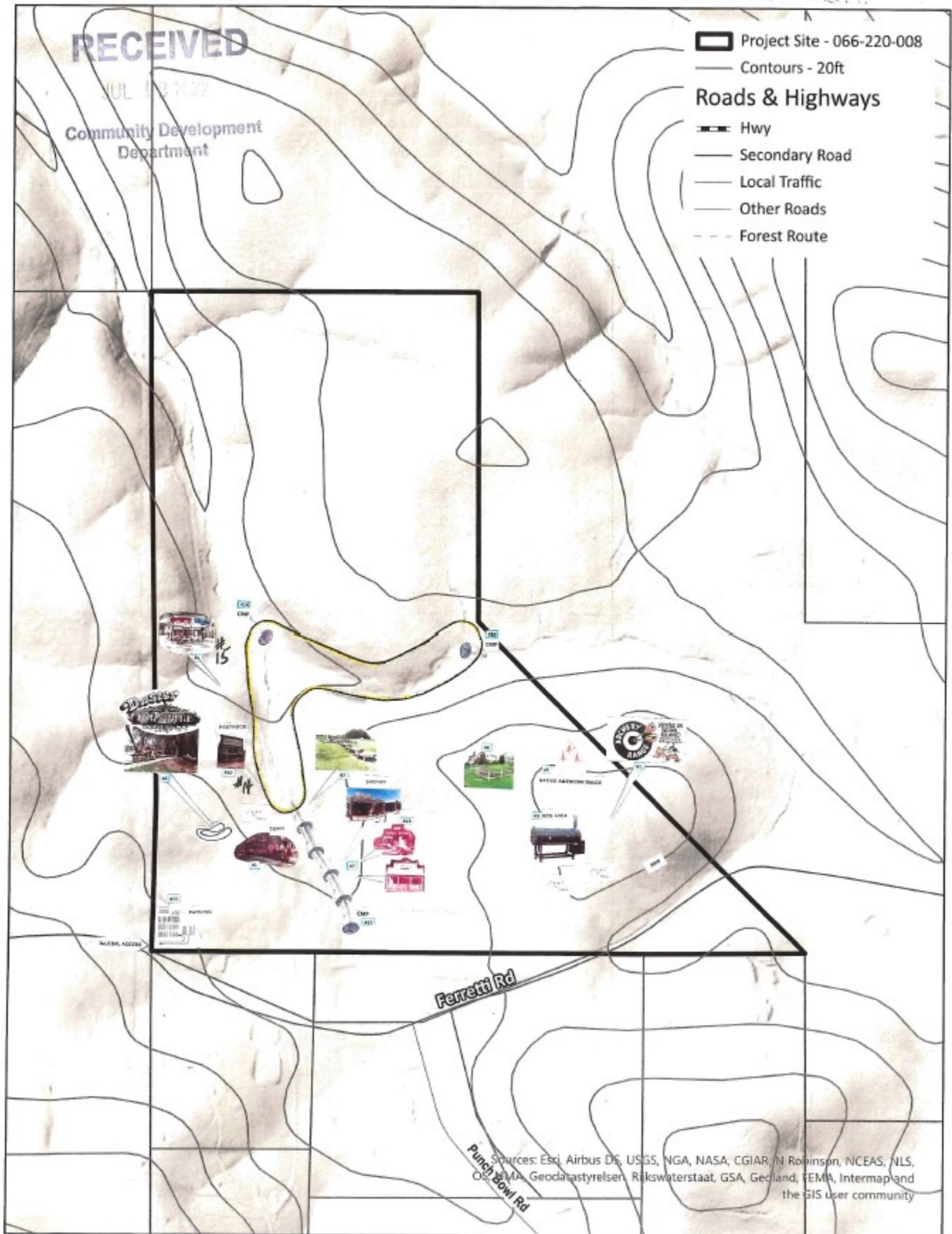
1. The applicant plans to build gold rush themed playground with multiple attractions that would be open Friday through Sunday from 9am to 9pm.
2. The proposed attractions would be as follows: a train the goes along the hill crossing 2 creeks, gold and silver panning, archery area with 5 booths, Native American area with Teepees and traditional demonstrations, rodeo ride which would be a carousel, antique autos ride where there would be scaled version of cars riding a center guide rail, shootout alley demonstration, adult refreshments and a BBQ area.
3. A Conditional Use Permit is required prior to building recreational areas and buildings on land zoned AE-37, pursuant to Section 17.52.220 of the TCOC.

Please return your comments by **August 5, 2022**. Please note that email is the preferred method of communication.

Vicinity Map



Site Plan





COUNTY STAKEHOLDER NOTIFICATION RESPONSE FORM

COUNTY PROJECT NUMBER: PAR22-001

PROJECT APPLICANT: Mark Kraft

PROJECT DESCRIPTION: Gold Rush Themed Playground

District Response:

The Groveland Community Services District is the local government entity and utility provider of water, sewer, fire protection and recreational park services.

The proposed project is located outside of the district's boundaries, but within its sphere of influence. For the project site to receive services from the district, including fire protection and emergency response services, the property will be required to annex to the Groveland Community Services District.

Operations and Maintenance Report July 2022

Operations Department

Wastewater Treatment Division

Influent Totals	
Total	4.10
High	.20
Low	.10
Average	.13

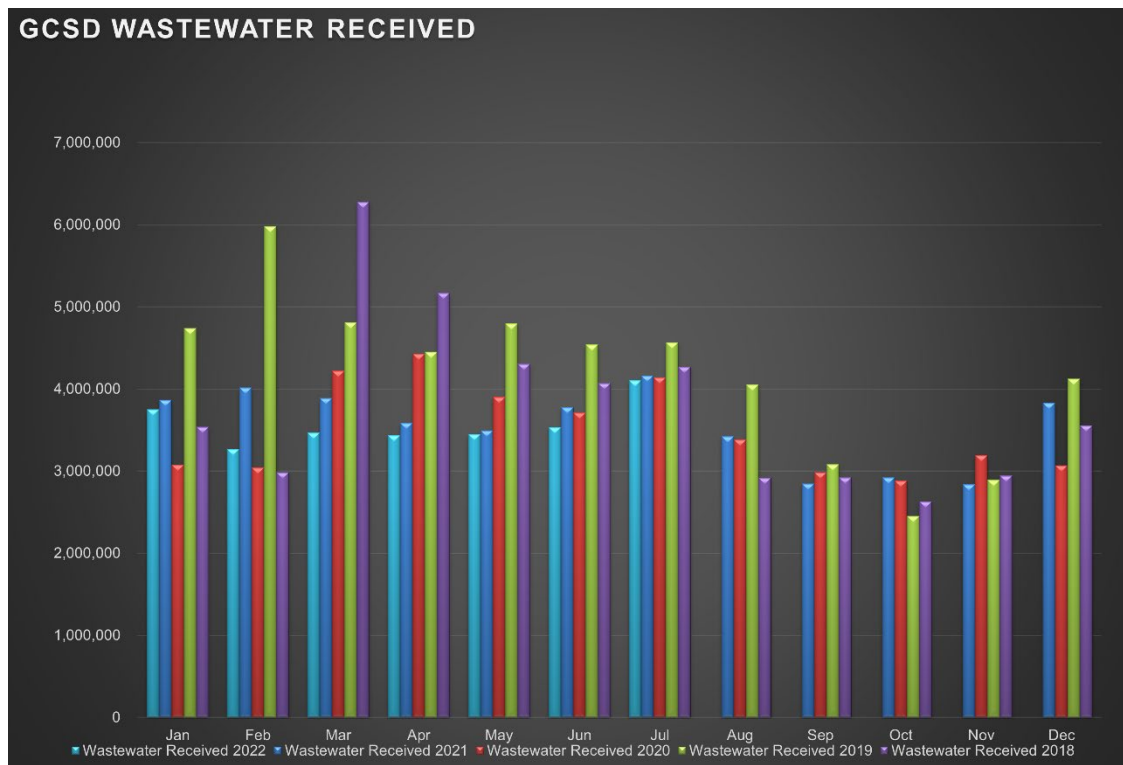
Effluent Totals	
Total	4.15
High	0.21
Low	0.1
Average	0.13

Reclamation Totals	
PML	
Spray Fields	
PML Season Total	
Spray Field Season Total	

Wasting Totals	
Total Inches	303
Total Pounds	7308
Active Accounts	1562

STP Rainfall Totals by Year During Current Month (Inches)					
Season	2022	2021	2020	2019	2018
0.00	0.00	0.00	0.00	0.02	0.00
High	High 0.00	High 0.00	High 0.00	High 0.02	High 0.00

Charted Historical Monthly Influent Totals



Wastewater Treatment Division

Routine Tasks

- Took weekly Bac-Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Alpha Lab for testing
- Completed monthly Wastewater Report and sent to the State Water Resources Control Board
- Completed daily rounds and Lab

Water Treatment Division

Routine Tasks

- Submitted monthly Water Treatment Report to State Water Resources Control Board
- Submitted monthly Conservation Report to State Water Boards
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC
- Took weekly Treatment Plant samples and sent into Alpha Lab
- Monitored/sampled Distribution Tanks as needed

Maintenance Department

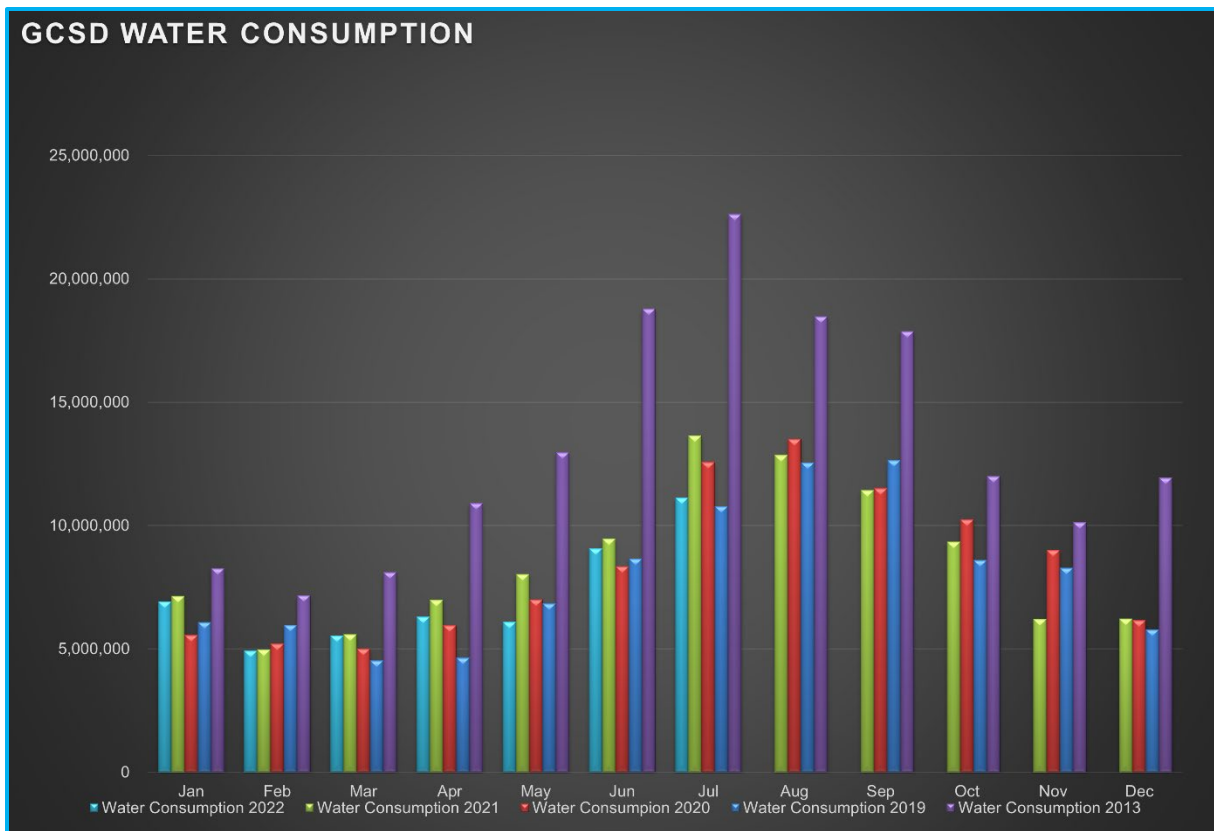
Water Distribution System Division

Meter Related Services	Total
Check / Repair Meters	6
Water Meters Installed	2
Monthly Meter Restrictions	0
Meter Changeouts	2
Tenant Final Reads	4
Re-Reads	36
Meter Turn-Offs	2
Meter Turn-Ons	1
Meter Tests	0
Total Meter Related Issues	53

Billed Consumption (Gallons)	2022	2021	2020
Residential	10,302,426	13,621,069	12,593,066
Commercial	831,216	1,007,603	N/A
Total	11,133,642	12,613,466	12,593,066

Active Accounts	3256
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Charted Historical Monthly Water Consumption



Water Distribution System Division

Maintenance and Repair Data

Description	Total
Water Main Leaks / Repairs	1
Water Service Line Leaks / Repairs	2
Fire Hydrant Repairs / Replacements	0
Number of Hydrants Flushed	16
Number of Dead-Ends Flushed	1
Water Valves Exercised	5
GIS Points	0

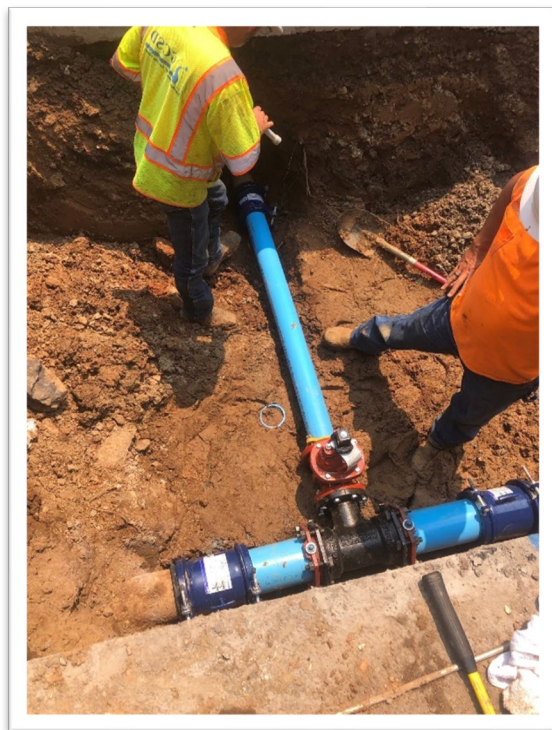
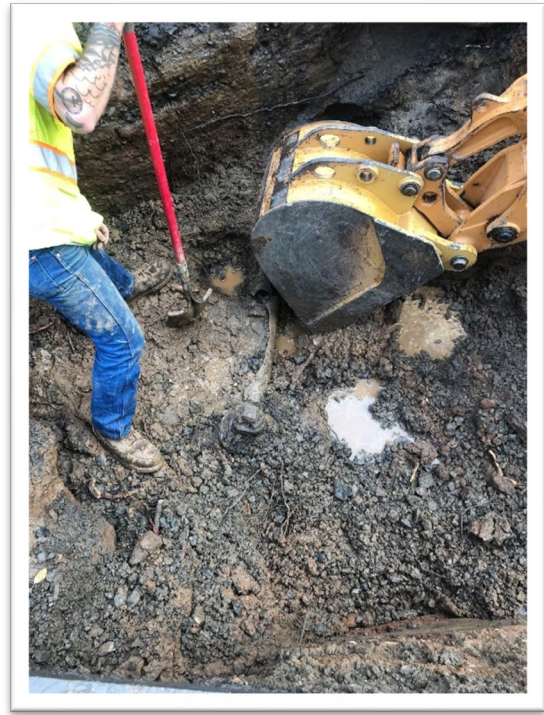
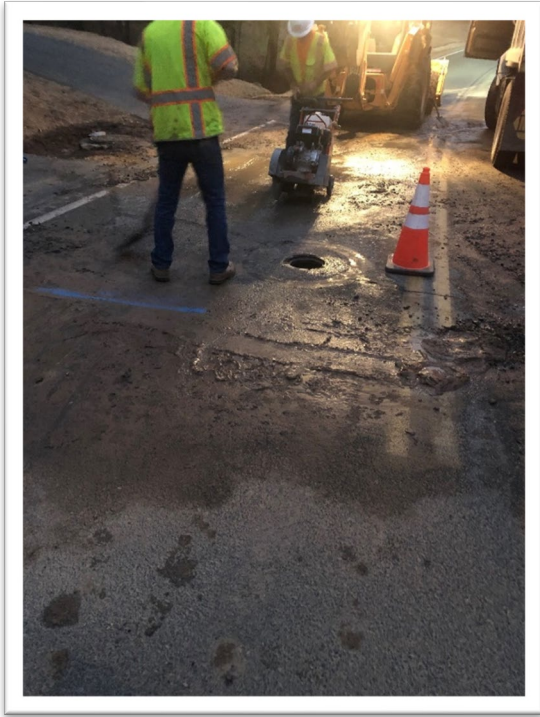
Description	Gallons
Flushing for Water Quality	59,500
Water Loss Due to Leaks / Breaks	196,250

After-Hours Calls (Hours)				
Water	Sewer	Park	Other	Total
6	3	0	0	9

Maintenance and Repair

- **Routine Tasks**
 - Read all District Water Meters
 - Customer Service Calls (Low / High Pressures, No Water, Turn-Ons / Turn-Offs, Etc.)
 - Underground Service Alert (USA) Utility Marking Program
 - Weekly Pump Station Inspections at Tank 2, Tank 4, Tank 5 (Buildings, Tanks, Motors, Pumps, Drives, Communications, Generators, and Auxiliary Equipment)
- **Tanks and Pump Stations**
- **Distribution System**
 - Dead-End flushing for Units: 1, 2, 3, 4
 - Repaired mainline leak at 20270 Pine Mountain Dr (PML Lake Lodge)
 - Repaired water service line leak at 12312 Tower Peak Ct
 - Repaired water service line leak at 20828 McKinley Way
 - Install new 1" manifold and 1" meter at U1/L169, 20000 Pleasant View Dr
 - Raise water meter box to grade on Owl Ct
 - Install auto flushers in Unit 7 and Unit 2 for Water Quality

Water break – 20270 Pine Mountain Dr (Lake Lodge)



Sewer Lateral Repair (roots at wye) – 12709 Junipero Serra Ct



Wastewater Collection System Division

Description	Total
Manholes Inspected	37
GIS Points	0
Customer Complaint	0
Odor Complaints	0

Description	Total
Flushing/Jetting (Feet)	1550
Video Inspection (Feet)	70

Description	Total
Sanitary Sewer Spills (SSO)	0
SSO Gallons Spilled	0

Maintenance and Repair

- **Routine Tasks**
 - Weekly lift station site inspections
 - Added degreaser and odor control to lift stations
- **Lift Stations**
 - Cleaned: LS9, LS10, LS11, LS12, LS13
- **Collection System**
 - Inspected Manholes: Groveland
 - Flushed/Jetted gravity sewer line areas (See data above):
 - Repair sewer lateral (roots) 10971 Black Rd
 - Repair sewer lateral (roots) on 12709 Junipero Serra Dr
 - Assist Moyle Excavation with sewer bypass from LS16 for CIP Project.
 - Encroachment Inspection: 12733 Junipero Serra Ct
 - Investigate odor complaint and treat MH with sweetener at Dunn Ct.

Parks Division

Maintenance and Repair

- **Mary Laveroni Community Park**
 - Landscape Maintenance
 - Movies in the Park 07/15
 - Wedding 07/23
- **Ballfield & Dog Park**

General Maintenance Division

Maintenance By Department

- **Operations Department**

- 2G Water Treatment Plant
 - Remove booster pump for rebuild.
- Big Creek Water Treatment Plant
 - Install new shroud on lime mixing room
- AWS
 - Inspect and run generator at operating temperatures
- STP
 - Begin fabrication of E-basin aerators

- **Maintenance Department**

- Equipment
 - Repair Pump 2 (leaking) check valve at LS16
 - Replace and calibrate pressure transducer at LS 16
 - Recalibrate setpoints at LS12 for more efficient operation.
 - Replace UPS battery at LS11
 - Test pump cycles, cleaned pressure transducer, and adjusted setpoints and at LS1.
 - Test pump cycles, rescaled pressure transducer and adjusted setpoints and at LS15.
- Vehicles
 - 40606: Cleaned water temp sender, replaced camshaft actuator connector.
 - 20350: Inspect and run at operating temperatures
 - 20420: Inspect and run at operating temperatures
 - 20760: Inspect and run at operating temperatures
 - 21930: Inspect and run at operating temperatures
 - 20340: Inspect and run at operating temperatures
- Buildings & Yard
 - General yard cleanliness.

Contracted Work

- Moyle Excavation
 - Sanitary Sewer Replacement CIP project continuing

Workplace Safety and Training

- Routine Safety Meetings
 - 1) Daily Tailgate Meetings
 - 2) Weekly Safety Meetings
 - 3) Weekly Security Checks
 - 4) Weekly Vehicle Inspection

**REGULAR MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
July 12, 2022
10:00 a.m.**

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

Call to Order

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

Approve Order of Agenda

Motion

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

Public Comment

Several members of the public gave gratitude to District staff in regards to repairing the water break that effected the Lake Lodge in such a timely manner.

Information Items

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

Staff Reports

Fire Department Report

CERT Report

General Manager's Report

Operations Manager's Report

Status Update Report on the Sewer Collection System Renovation Project

Administrative Services Manager's Report

Consent Calendar

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

Approve Minutes from the June 14, 2022, Regular Meeting

Accept June 2022 Payables

Adoption of a Resolution Proclaiming a Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by Governor's Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of June 14, 2022, through July 12, 2022, Pursuant to

Brown Act Provisions

Waive Reading of Ordinances and Resolutions Except by Title

Motion

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

Old Business

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

None.

Public Hearing

The District will Conduct a Public Hearing to Receive Public Comment and Input for the Placement of Delinquent Charges for FY 2021-22 on Property Tax Rolls

Director Edwards opened the public hearing at 11:37am.

A member of the public made a comment to the Board of Directors regarding his delinquent account balance and requested to not be placed on the Tax Rolls.

Director Edwards closed the public hearing at 11:50am.

Adoption of a Resolution Approving the Placement of Delinquent Charges for FY 2021-22 on Property Tax Rolls

Motion

Director Armstrong moved, seconded by Director Kwiatkowski and the motion passed unanimously by roll call to adopt Resolution 29-2022 approving the Report of unpaid charges and delinquencies for FY 2021-22 and authorizing staff to file the report and resolution with the Tuolumne County Auditor on or before August 1, 2022, to collect the Delinquent Charges.

Discussion and Action Items

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

Adoption of a Resolution Delegating Authority to Approve Temporary Encroachment Permits

Motion

Director Swan moved, seconded by Director Edwards and the motion passed unanimously by roll call to adopt Resolution 30-2022 Delegating Authority to Approve Temporary Encroachment Permits.

Adoption of a Resolution Approving Certain Lease Financing Documents Relating to Mary Laveroni Park Capital Improvements, and Authorizing and Directing Actions with Respect Thereto

Motion

Director Armstrong moved, seconded by Director Kwiatkowski and the motion passed unanimously by roll to approve resolution 25-2022 amending the System of Accounting Policies to adopt Resolution 31-2022 Approving Certain Lease Financing Documents Relating to Mary Laveroni Park Capital Improvements and Authorizing and Directing Actions with Respect Thereto.

Review of Median Household Income Survey Conducted by the Rural Community Assistance Corporation for the State Water Resources Control Board's Safe and Affordable Funding for Equity and Resiliency Program

Motion

Discussion item only, no action taken.

Adjournment

Meeting adjourned at 12:43pm.

APPROVED:

Spencer Edwards, Board President

ATTEST:

Rachel Pearlman, Board Secretary

**SPECIAL MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
July 26, 2022
10:00 a.m.**

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

Call to Order

Director Edwards called the meeting to order at 10:03am.

Director Armstrong is absent.

Discussion and Action Items

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

Update Report and Discussion on the Status of Current and Ongoing District Infrastructure Planning and Construction Projects Including:

- a. Groveland/Big Oak Flat Sewer Collection System Renovation Project
- b. Big Creek/Second Garrotte Clearwell Renovation Project
- c. Wastewater Treatment Plant Recycled Water Reservoir #2 Inundation Study and Emergency Action Plan
- d. Groveland Asset Rehabilitation and Beautification Project
- e. Mary Laveroni Park Improvements and Hetch Hetchy Railroad Trail Project

Motion

Discussion and information item only, no action taken.

Director Swan Joined the meeting at 11:22am.

Director Swan left the meeting at 11:37am.

Adjournment

Meeting adjourned at 12:14pm.

APPROVED:

Spencer Edwards, President

ATTEST:

Rachel Pearlman, Board Secretary

DRAFT

DRAFT



ACCOUNTS PAYABLE CHECK LISTING

July 2022
Fiscal Year 22/23
Board Approval Date _____

Accounts Payable Checks



User: morsetti
Printed: 8/2/2022 3:19:26 PM

Check	Vendor	Vendor Name	Check D	Void	Commi	Description	Amount	Reconci	Clear D
21745	BLU01	Anthem Blue Cross	7/1/2022	False	True	Monthly Group Health Ins.	\$24,662.90	False	
21747	DIS01	Dish Network	7/1/2022	False	True	Satellite TV for FD	\$181.98	False	
21748	DRU01	Drugtech Toxicology Services, LLC	7/1/2022	False	True	Consortium DOT Tests	\$152.00	False	
21750	EDIS01	E.D.I.S.	7/1/2022	False	True	Admin Supplemental Health Ins. 40%	\$685.00	False	
21752	Hum02	Humana Insurance Company	7/1/2022	False	True	Dental Insurance-Monthly	\$2,875.00	False	
21753	jac01	Jack Henry & Associates, Inc.	7/1/2022	False	True	Annual Remit Deposit Maintenance Contract 07/01/22-6/30/23	\$1,718.50	False	
21756	met02	Metropolitan Life Insurance Company	7/1/2022	False	True	Monthly LTD Insurance	\$420.41	False	
21757	Mitel	Mitel	7/1/2022	False	True	District Telephone Service	\$367.61	False	
21759	SUE01	Ray Suess Insurance & Invst	7/1/2022	False	True	Retired Members Medical SW	\$5,083.27	False	
21762	SDR01	SDRMA	7/1/2022	False	True	Liability Insurance	\$233,478.8	False	
115854	OE3	Operating Engineers Local #3	7/6/2022	False	True	PR Batch 00001.07.2022 Oper Engin Union Dues	\$372.06	False	
902483	CAL09	CalPers 457 Plan Administrator	7/6/2022	False	True	PR Batch 00001.07.2022 CalPers Def Comp	\$1,038.47	False	
902484	DCSS	Dept of Child Support Services	7/6/2022	False	True	PR Batch 00001.07.2022 Wage Garnish Child Support	\$205.03	False	
902485	EDD01	EDD - Electronic	7/6/2022	False	True	PR Batch 00001.07.2022 SDI - Employee	\$2,655.01	False	
902486	FedEFTP	Federal EFTPS	7/6/2022	False	True	PR Batch 00001.07.2022 Medicare Emple Portion	\$16,294.58	False	
902487	Orion	Orion Portfolio Solutions	7/6/2022	False	True	PR Batch 00001.07.2022 Orion 457	\$2,205.00	False	
902488	PER01	Pers - Electronic	7/6/2022	False	True	PR Batch 00001.07.2022 PERS Employer Exp.-Classic	\$10,189.39	False	
21766	CAD01	CALCAD	7/12/2022	False	True	Annual Dash GIS Subscription 07/01/22-06/30/23	\$5,940.00	False	
21767	DRU01	Drugtech Toxicology Services, LLC	7/12/2022	False	True	Consortium DOT Tests	\$152.00	False	
21768	MOO01	Moore Bros. Scavenger Co., Inc.	7/12/2022	False	True	Garbage Service	\$509.98	False	
21769	MOT03	Mother Lode Answering Service	7/12/2022	False	True	Monthly Call Forward/Paging	\$268.00	False	
21770	pin04	Pine Alley Saw Shop	7/12/2022	False	True	Replacement Heads for Weed Eaters	\$122.23	False	
21771	SUE01	Ray Suess Insurance & Invst	7/12/2022	False	True	Retired Employee Health Insurance - August	\$3,511.72	False	
21772	Sprbrk	Springbrook Holding Company LLC	7/12/2022	False	True	Annual Springbrook Software Subscription 09/01/22-08/31/23	\$20,733.00	False	
21773	Wells	Wells Fargo Vendor Financial Services, LLC	7/12/2022	False	True	Monthly Lease on Admin Copier	\$359.28	False	
21774	AIR03	Air Squared Mechanical Service & Maintenance Inc.	7/12/2022	False	True	Troubleshoot HVAC Units Operations & Maintenance Buildings	\$665.00	False	
21775	am01	AM Consulting Engineers, Inc.	7/12/2022	False	True	General District Engineering for May 2022	\$30,759.75	False	
21776	CAR06	Carbon Copy Inc.	7/12/2022	False	True	Monthly Copier Usage	\$42.99	False	
21777	Cle03	CleanSmith Solutions	7/12/2022	False	True	Disinfection Services Monthly	\$1,800.00	False	
21778	Com04	CompheL Heating & Air Conditioning, Inc.	7/12/2022	False	True	Service Call for Admin Office HVAC Unit	\$561.00	False	
21779	AR-Cons	Construction Co., Underground	7/12/2022	False	True	AR Refund	\$1,500.00	False	
21780	GCS02	GCSO	7/12/2022	False	True	GCSO Monthly Water Bills	\$6,115.36	False	
21781	HIT01	Hi-Tech E V S, Inc	7/12/2022	False	True	Rebuild Pump for Truck #783	\$12,691.80	False	

Check	Vendor	Vendor Name	Check D	Void	Commi	Description	Amount	Reconci	Clear D
21782	Hun02	Hunt & Sons, Inc.	7/12/2022	False	True	Fuel & Oil	\$9,551.85	False	
21783	ind04	Industrial Electrical Co.	7/12/2022	False	True	Lift Station 7 New Standby Generator	\$77,311.16	False	
21784	Int04	Integrity Municipal Systems, LLC	7/12/2022	False	True	Temporary Odor Control Units - 1 Month Rental	\$1,876.88	False	
21785	LUT01	Lutz-Jesco America Corp.	7/12/2022	False	True	Pump for Polymer Injection at WWTP	\$3,108.00	False	
21786	Min01	Miner's Mart	7/12/2022	False	True	Diesel Fuel for Emergency Generators	\$1,038.05	False	
21787	MOO01	Moore Bros. Scavenger Co., Inc.	7/12/2022	False	True	30 Yd. Monthly Debris Box Rental	\$147.38	False	
21788	MOU03	Mountain Oasis Water Systems	7/12/2022	False	True	Bottled Water	\$140.00	False	
21789	Nor06	North Shore Compressor & Machine, Inc.	7/12/2022	False	True	ASME Cylinders to Replace DOT Bottles on Arctic Compressor	\$6,139.00	False	
21790	PAT02	Patrick Engineering Inc.	7/12/2022	False	True	ArcGIS to Cartegraph Data Migration	\$7,985.50	False	
21791	PGE01	PG&E	7/12/2022	False	True	Monthly Electric Charges	\$752.50	False	
21792	Rig01	Right Now Couriers	7/12/2022	False	True	Monthly Courier Service	\$600.00	False	
21793	Sprbrk	Springbrook Holding Company LLC	7/12/2022	False	True	Monthly Civic Pay C/C Pmt Fees	\$1,261.50	False	
21794	TUO01	Tuo. Co. Public Power Agency	7/12/2022	False	True	Monthly Public Power Purchase	\$21,099.79	False	
21795	ups9	UPS	7/12/2022	False	True	Shipping to Astra Industrial Services	\$58.02	False	
21796	Ver02	Verizon Wireless 5298	7/12/2022	False	True	Monthly Cell Phone	\$922.44	False	
21797	Watt01	Watts Regulator Company	7/12/2022	False	True	Analyzer and Cuvette Replacement for Lab and WTP	\$9,887.17	False	
21798	zer01	Zero Waste USA	7/12/2022	False	True	2 Cases of Waste Bags for Dog Park	\$201.51	False	
21799	Com04	CompheL Heating & Air Conditioning, Inc.	7/12/2022	False	True	10% Deposit for Mini Split Unit for Operations Building	\$2,900.00	False	
115855	OE3	Operating Engineers Local #3	7/19/2022	False	True	PR Batch 00002.07.2022 Oper Engin Union Dues	\$372.06	False	
902489	CAL09	CalPers 457 Plan Administrator	7/19/2022	False	True	PR Batch 00002.07.2022 CalPers Def Comp	\$1,038.47	False	
902490	DCSS	Dept of Child Support Services	7/19/2022	False	True	PR Batch 00002.07.2022 Wage Garnish Child Support	\$205.03	False	
902491	EDD01	EDD - Electronic	7/19/2022	False	True	PR Batch 00002.07.2022 SDI - Employee	\$3,018.46	False	
902492	FedEFTP	Federal EFTPS	7/19/2022	False	True	PR Batch 00002.07.2022 Medicare Emple Portion	\$17,500.57	False	
902493	Orion	Orion Portfolio Solutions	7/19/2022	False	True	PR Batch 00002.07.2022 Orion 457	\$2,205.00	False	
902494	PER01	Pers - Electronic	7/19/2022	False	True	PR Batch 00002.07.2022 PERS Employer Exp.-Classic	\$316,829.8	False	
21800	CA Dept	CA Dept of Tax/Fee Administration	7/22/2022	False	True	Diesel fuel taxes	\$419.00	False	
21801	CA Dept	CA Dept of Tax/Fee Administration	7/22/2022	False	True	Apr-Jun Sales Tax for items not taxed	\$817.00	False	
21802	EDIS01	E.D.I.S.	7/22/2022	False	True	Admin Supplemental Health Ins. 40%	\$1,459.08	False	
21803	gilb01	Gilbert Associates, Inc.	7/22/2022	False	True	Monthly CPA Services	\$3,400.00	False	
21804	GRA04	Grainger	7/22/2022	False	True	Shop Supplies	\$347.65	False	
21805	HIT01	Hi-Tech E V S, Inc	7/22/2022	False	True	Annual Maintenance on Hurst Extrication Tool set	\$805.00	False	
21806	ind04	Industrial Electrical Co.	7/22/2022	False	True	Lift Station #7 & #10 Soft start diagnostic service call	\$810.00	False	
21807	Kam02	Kampa, Peter	7/22/2022	False	True	CSDA GM Conference	\$881.83	False	
21808	OTL01	Leonard Otley	7/22/2022	False	True	CERT Training Reimbursement Reclass	\$79.07	False	
21809	Met03	Metro Presort	7/22/2022	False	True	CCR/Sewer Increase Insert	\$1,138.79	False	
21810	Min01	Miner's Mart	7/22/2022	False	True	Diesel for Fire Dept.	\$120.29	False	
21811	per04	Percoco, Ronald	7/22/2022	False	True	Monthly Janitorial Services	\$2,668.00	False	
21812	pin04	Pine Alley Saw Shop	7/22/2022	False	True	Trash Pump Rebuild Kit	\$157.79	False	
21813	Pin07	Pine Mountain Auto	7/22/2022	False	True	June Auto Parts	\$2,346.24	False	
21814	pml01	PML Hardware & Supply Inc.	7/22/2022	False	True	Monthly Hardware supplies	\$517.27	False	
21815	pre02	Presidio Systems, Inc	7/22/2022	False	True	8880 Linear feet footage of CCTV work	\$3,000.00	False	
21816	Ross	Ross' Ladder Service	7/22/2022	False	True	Annual Ladder testing and repairs	\$355.45	False	
21817	SFPUC	San Francisco Public Utilities Commission	7/22/2022	False	True	Monthly Water Purchase	\$18,318.46	False	

Check	Vendor	Vendor Name	Check D	Void	Commi	Description	Amount	Reconci	Clear D
21818	SIE03	Sierra Motors	7/22/2022	False	True	Balance of Insurance Bodywork repair for Truck #19 3	\$1,470.30	False	
21819	Sna01	Snap-on Attn: Kyle	7/22/2022	False	True	Impact swivel joint adapters for service trucks Office	\$244.53	False	
21820	Sta15	Staples Credit Plan	7/22/2022	False	True	Supplies	\$414.68	False	
21821	UMP01	UMPQUA Bank Comm Card Ops	7/22/2022	False	True	June Credit Card Purchases	\$7,278.20	False	
21822	US Treas	United States Treasury	7/22/2022	False	True	Dec. 31, 2021 Patient Covered Outcome Research Fee	\$58.59	False	
21823	Ver03	Verizon Wireless 7706	7/22/2022	False	True	Monthly Auto Dialers	\$120.98	False	
21824	AIR01	Airgas USA, LLC	7/25/2022	False	False	Welding Supplies to Fabricate New WWTP Diffusers	\$502.48	False	
21825	BLU01	Anthem Blue Cross	7/25/2022	False	False	Monthly Group Health Ins.	\$23,915.20	False	
21826	AST01	Astra Industrial Services	7/25/2022	False	False	Backflow Test Calibration	\$130.00	False	
21827	ATT02	AT&T	7/25/2022	False	False	Monthly Cal Net phone service	\$332.99	False	
21828	ATTL02	AT&T (Internet)	7/25/2022	False	False	Monthly Fiber Internet-Operations	\$594.52	False	
21829	BEN02	BendPak	7/25/2022	False	False	Wheel Balance Machine, Tire Changer, and Parts Wash Cabinet	\$17,072.25	False	
21830	UB*031C	Bertram, Jesse	7/25/2022	False	False	Refund Check 016143-000, 19425 FERRETTI 6/6	\$103.06	False	
21831	Com04	Comphel Heating & Air Conditioning, Inc.	7/25/2022	False	False	2nd Garrote AC Repair	\$335.00	False	
21832	Con06	Conifer Communications	7/25/2022	False	False	Internet Service at Plants	\$69.85	False	
21833	UB*0305	Cordoza, Betty	7/25/2022	False	False	Refund Check 008011-000, 12955 JACKSON MILL 7/141	\$70.72	False	
21834	EDIS01	E.D.I.S.	7/25/2022	False	False	Admin Supplemental Health Ins. 40%	\$685.00	False	
21835	UB*0305	Fontaine, Rudy & Jill	7/25/2022	False	False	Refund Check 015730-000, 20805 McKinley Way 10/23	\$27.26	False	
21836	FP Mail	FP Finance	7/25/2022	False	False	Monthly Postage Machine Rental	\$107.24	False	
21837	GEN01	General Plumbing Supply	7/25/2022	False	False	Emergency Repair for the Lake Lodge Mainline	\$2,054.46	False	
21838	GRA04	Grainger	7/25/2022	False	False	Fan Shroud for Second Garrote Line Room Vent	\$1,455.06	False	
21839	H&S	H & S Parts and Service	7/25/2022	False	False	Hyrdolic hoses for T320 Bobcat and Hydro Fluid	\$291.19	False	
21840	Hum02	Humana Insurance Company	7/25/2022	False	False	Dental Insurance-Monthly	\$2,875.00	False	
21841	Hun02	Hunt & Sons, Inc.	7/25/2022	False	False	Fuel & Oil	\$2,729.36	False	
21842	ind04	Industrial Electrical Co.	7/25/2022	False	False	New Standby Generator for Highlands	\$74,458.32	False	
21843	ITR01	Itron Electric Metering Co Inc	7/25/2022	False	False	Quarterly Hardware Maint-Handhelds	\$557.33	False	
21844	Ken01	Ken Grady Co.	7/25/2022	False	False	16 Sensaphone Sentinel Verizon Auto Dialers/1 Year Cell Servic	\$29,992.22	False	
21845	UB*0305	McClelland, Jesse & Corrine	7/25/2022	False	False	Refund Check 015982-001, 19272 Ferretti Road	\$61.21	False	
21846	met02	Metropolitan Life Insurance Company	7/25/2022	False	False	Monthly LTD Insurance	\$420.41	False	
21847	Mitel	Mitel	7/25/2022	False	False	District Telephone Service	\$367.48	False	
21848	UB*031C	Mosby, Bruce	7/25/2022	False	False	Refund Check 007440-000, 12878 GREEN VALLEY 3/401	\$208.24	False	
21849	pin04	Pine Alley Saw Shop	7/25/2022	False	False	Two Stroke Engine Oil	\$25.73	False	
21850	UB*0305	Rachel Maria Petagara, Trustees, Brandon Jeffrey Caplette	7/25/2022	False	False	Refund Check 017182-000, 19427 FERRETTI RD 6/7	\$15.42	False	
21851	Ron01	Roni Lynn	7/25/2022	False	False	Social Media Management	\$2,730.25	False	
21852	UB*031C	Sanborn, Sally	7/25/2022	False	False	Refund Check 009986-000, 19303 Pine Mountain Drive 1/46	\$186.11	False	
21853	UB*031C	Slocomb, Charles & Alanna	7/25/2022	False	False	Refund Check 012916-000, 20578 NOB HILL 3/87A Mrgd	\$13.68	False	
21854	Sna01	Snap-on Attn: Kyle	7/25/2022	False	False	Socket Trays for Shop Tool Box	\$214.50	False	
21855	TIR01	The Tire Shop	7/25/2022	False	False	Install and Dispose of Tire for Truck #8	\$20.00	False	
21856	Tra04	Trakstar	7/25/2022	False	False	Annual Trakstar Subscription	\$5,025.00	False	
21857	UNI01	Union Democrat	7/25/2022	False	False	Notice of Intention to Adopt a Mitigated Negative Declaration	\$310.50	False	
21858	ups9	UPS	7/25/2022	False	False	Shipping to Astra Industrial Services	\$3.48	False	
21859	Tuo14	Tuolumne County Recorder	7/28/2022	False	True	16 Satisfaction of Liens	\$320.00	False	

Check	Vendor	Vendor Name	Check D	Void	Commi	Description	Amount	Reconci	Clear D
						July Direct Deposit Payroll	\$87,455.71		
						Total Accounts Payable:	\$1,177,431.79		



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 4D: Adoption of a Resolution Proclaiming A Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by Governor’s Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of August 9, 2022 through September 6, 2022 Pursuant to Brown Act Provisions

RECOMMENDED ACTION:

I move to approve Resolution 32-2022 Ratifying the Proclamation of a State of Emergency by Governor’s Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of August 9, 2022 through September 6, 2022 Pursuant to Brown Act Provisions.

BACKGROUND:

In March of 2020, the Governor issued Executive Order N-29-20 (“Order”) suspending portions of the Brown Act and allowing public meetings to occur virtually. That included restricting the public to attend the meetings virtually without a physical location. The Governor’s Order expired on September 30, 2021.

On September 16, 2021 the Governor signed AB 361 that amends the Brown Act teleconferencing requirements to allow a public agency, during a declared emergency (such as the current pandemic), the option of holding meetings remotely without following the current teleconferencing requirements in the Brown Act and restricting the public’s access to telephone or video conference. However, it establishes procedural hurdles that must be followed and maintained during the election to meet remotely.

Following are requirements for invoking AB 361 the first time that a public agency does so:

1. There must be a “proclaimed state of emergency,” *as there is currently, in that the Governor’s State of Emergency Declaration, issued on March 4, 2020, has not been lifted, and*
2. One of the following three circumstances must exist:

- a. State or local officials have imposed or recommended measures to promote social distancing, *which also currently exist in California in light of the COVID-19 pandemic*;
- b. The meeting is held to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to health or safety of attendees; or
- c. The majority of the legislative body has voted that, as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees.

If a public agency wishes to consider invoking AB 361 for subsequent meetings, the following is required for those subsequent meetings:

1. The proclaimed state of emergency must remain active; or
2. State or local officials have imposed or recommended measures to promote social distancing; and
3. Not later than 30 days after teleconferencing for the first time under the AB 361 rules, and every 30 days thereafter, the Legislative body shall make the following findings by majority vote:
 - The legislative body has reconsidered the circumstances of emergency, and at least one of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

The requirement that a Legislative body must make one of the two findings listed directly above by majority vote every 30 days to continue to invoke AB 361, will result in the need to hold special Board meetings prior to some of the regularly scheduled monthly meetings as they will fall outside the 30-day window.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution 32-2022

RESOLUTION 32-2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S EXECUTIVE ORDER N-25-20 AND ORDER N-29-20, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE GROVELAND COMMUNITY SERVICES DISTRICT FOR THE PERIOD AUGUST 9, 2022 TO SEPTEMBER 6, 2022 PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the Groveland Community Services District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Groveland Community Services District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 13-2021 on March 31, 2021, finding that the requisite conditions exist for the legislative bodies of Groveland Community Services District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, a state of emergency remains active in that the Governor's State of Emergency Declaration, issued on March 4, 2020, has not been lifted; and

WHEREAS, the state and local officials have recommended social distancing in light of the ongoing Covid-19 pandemic; and

WHEREAS, the Board of Directors does hereby find that a state of emergency remains active in that the Governor’s State of Emergency Declaration, issued on March 4, 2020, has not been lifted, and, the state and local officials have recommended social distancing in light of the ongoing Covid-19 pandemic has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of Groveland Community Services District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District has taken measures to ensure the public has ease of access to teleconference meetings of the Board of Directors by including detailed instructions on how to observe and participate and the direct meeting link on published agendas as well as detailed instructions for public comment submission.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and state and local officials have recommended social distancing in light of the ongoing Covid-19 pandemic.

Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of October 12, 2021

Section 4. Remote Teleconference Meetings. The GENERAL MANAGER and legislative bodies of Groveland Community Services District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 10, 2021 or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Groveland Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Groveland Community Services District, this 9th day of August 2022, by the following vote:

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

APPROVE:

Spencer Edwards, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 9, 2022

DATED: _____



TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 6A: Adoption of a Resolution Approving SB988 Policy and Procedure and Direct Staff to Implement the Disconnection of Water Services for Delinquent Accounts

RECOMMENDED ACTION:

Staff recommends the following action:

I Move to adopt Resolution 33-2022 Approving SB988 Policy and Procedure and Direct Staff to Implement the Disconnection of Water Services for Delinquent Accounts.

BACKGROUND:

On September 28, 2018, the Governor approved Senate Bill 998 (SB 998). SB 998 makes changes to the California Safe Drinking Water Act (Health & Safety Code) by adding a chapter called “Discontinuation of Residential Service.” It also requires water suppliers to report annually on their websites, and to the State Water Resources Control Board, the number of service discontinuations for nonpayment. The State Water Resources Control Board must then post that information on its website.

Beginning on February 1, 2020, SB 998 prohibits disconnection for nonpayment by any residential water customer who has been delinquent for less than 60 days. It requires the water provider give notice in writing, or by telephone, at least seven business days before disconnection and include an offer to discuss alternative payment methods or deferred payments as well as information about available appeals and extensions. The notice must include the following:

1. Customer's name and address;
2. Amount of delinquency;
3. Date by which payment or arrangement for payment is required to avoid discontinuation of service;
4. Description of the process to apply for an extension of time to pay the amount owing;
5. Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency; and

6. Description of the procedure by which the customer can request a deferred, amortized, reduced or alternative payment schedule.
7. If the occupant of the property is not the account holder (in other words, a tenant), the provider must also notify the occupant of the impending disconnection.

The legislation prohibits disconnection of customers who meet **ALL** of the following parameters:

1. Health Conditions: If the customer, or tenant of the customer, submits certification from a primary care provider that discontinuation of water service would:
 - i. be life threatening, or
 - ii. pose a serious threat to the health and safety of a resident.
2. Financial Inability: If the customer demonstrates he or she is financially unable to pay for water service within the water provider's normal billing cycle. The customer is deemed "financially unable to pay" if any member of the customer's household is:
 - i. a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or
 - ii. the customer declares the household's annual income is less than 200% of the federal poverty level.
3. Alternative Payment Arrangements: The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the City's policy. The following is a list of the Alternative Payment Arrangement options:
 - a. Amortization of the unpaid balance;
 - b. Alternative payment schedule;
 - c. Partial or full reduction of unpaid balance; or
 - d. Temporary deferral of payment.

The General Manager, or his or her designee, shall have the ability to select which of the payment arrangement options are available to the account owner, and may set the said parameters for such.

The District was working on its SB998 policy when the COVID-19 pandemic hit, and the state implemented a moratorium on water system shut-offs on April 2, 2020. The

moratorium was lifted February 1, 2022 allowing water systems to shut off once again for non-payment in compliance with SB998.

Before the Board today is the policy and procedure staff has developed for water service shut-offs compliant with SB998. If the Board adopts the policy, the District will immediately move forward with its implementation.

ATTACHMENTS:

1. Resolution 33-2022
2. Draft Discontinuance of Residential Water Service Policy & Procedure

DISCONNECTION OF WATER SERVICE FOR DELINQUENT ACCOUNTS

1. POLICY EXPLANATION

This policy details Groveland Community Services District's (GCSD's, The District) administrative actions regarding delinquent accounts and the discontinuance of residential water service. This includes notifications, payment arrangements, account appeals, fees, service discontinuance, and service reconnection. This policy shall comply with all aspects of the *Water Shutoff Protection Act* (SB 998), effective February 1, 2020.

District staff can be contacted in person at the main office (18966 Ferretti Rd., Groveland, CA 95321) or by phone (209-962-7161) to discuss options for avoiding discontinuation of residential water service for non-payment under the terms of this policy.

A copy of this policy is available to the public on the District website and in writing upon request. This policy is available in English, Spanish, Vietnamese, Korean, Chinese, and Tagalog.

2. DEFINITIONS

- a) Account Owner (Customer): The individual(s) who is financially responsible for the retail water service utility payment at a location.
- b) Alternative Payment Agreement: *A written agreement between the Account Owner and the District providing for the payment of current or delinquent charges on an alternative schedule.* All alternative payment agreements must be requested by the account owner and approved by the District. See specific details in *Alternative Payment Agreements, #3-a)1*.
- c) Appeals Process: Written request by the account owner to the General Manager for a review, discussion, and possible adjustment of the bill and/or balance on the retail water utility account. See specific details in *Appeals Process, #4*.
- d) General Manager: The District's General Manager and/or his/her designee.
- e) Non-Payment: Failure of the account owner to pay all charges (including penalties) by the due date, subjecting the retail water utility account to potential service discontinuance.
- f) Delinquent Account: Any account that is not paid, in full, by midnight on the last day of the month.
- g) Primary Care Provider: Any of the following: any internist, general practitioner, obstetrician-gynecologist, pediatrician, family practice physician, nonphysician medical practitioner, or any primary care clinic, rural health clinic, community clinic or hospital outpatient clinic currently enrolled in the Medi-Cal program, which agrees to provide case management to Medi-Cal beneficiaries.
- h) Service Discontinuance (Lock-Off): The discontinuance of service at an address by turning off and locking a meter, or the removal of a meter due to non-payment.

3. ALTERNATIVE PAYMENT AGREEMENTS

- a) Any and all alternative payment agreements must be requested by the account owner prior to the scheduled date of service discontinuance (lock-off). Alternative Payment Agreements include:

- 1) Alternate Payment Arrangements/Temporary Deferral of Payment; 2) Payment Amortization; 3) Partial or Full Reduction of Unpaid Balance.

1. *Alternative Payment Arrangement/Temporary Deferral of Payment:* An account owner who is unable to pay for retail water service within the normal payment period may request an alternative payment arrangement or a temporary deferral of payment to avoid late fees or disruption of service. The General Manager will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.
 2. *Payment Amortization:* Payment arrangements that extend into multiple months are considered an amortization plan. An amortization plan will amortize the unpaid balance over an extended period agreed to by the District, not to exceed 12 months from the original date of the bill (unless approved by the General Manager). Amortization Plans must be in writing and signed by the account owner. The amortized payment amount and the current payment must be received by the District by midnight on the last day of each month. The account owner must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period.
- b) *Partial Reduction of Unpaid Balance:* Request of partial reduction of the unpaid account balance must be presented in writing to the District Main Office (18966 Ferretti Rd., Groveland, CA 95321), and will be forwarded to the General Manager. Only requests that have an identified and repaired leak as a result of failure of a home's plumbing system will be considered and subject to the District's Leak Adjustment Policy. One request per Account Owner may be presented within a twenty four month period. Decisions by the General Manager are final. Only one active alternative payment agreement may exist on an account at any given time. An account owner will not be eligible to participate in any alternative payment agreement if he or she has failed to comply with the terms of a prior alternative payment arrangement within the previous twelve (12) month period.
 - c) Failure to comply with the terms of any alternate payment agreement listed above will result in the account being subject to service discontinuance. Service may be discontinued (shut-off) if either of the following occurs: (1) the customer fails to comply with the terms of an alternative payment agreement and the breach remains uncured for a period of 60 days or (2) if the customer does not pay his or her current residential service charges for 60 days or more while participating in an alternative payment agreement.
 - d) The District retains the ability to select which of the payment arrangement options are available to the account owner, and may set the said parameters for such. (SB 998, Chapter 6, §116910, article (b)2).
 - e) It is the account owner's obligation to ensure the timely submission of complete and satisfactory documentation demonstrating eligibility to participate in an alternative payment agreement. If the information is not submitted by 4:00pm on the 60th day of delinquency or if the information

is incomplete, the District will proceed with discontinuation of water service the following day. In such a circumstance, the only way to resume water service will be to pay entire balance due on account.

4. APPEALS PROCESS

If the account owner wishes to appeal all or part of the account balance, a written request for such must be presented to the District Main Office and will be forwarded to the General Manager. While an account appeal is pending, no additional Past-Due/Late Charges will be applied to the account balance. The District will also not discontinue (shut-off) water service for non-payment while the appeal is pending. (SB 998, 116908, §2b)

- a) The written request for appeal may be dropped off in person or mailed to the main office (18966 Ferretti Rd., Groveland, CA 95321).
- b) The written request must include the account owner's contact information, the amount requested for appeal, and the explanation/justification for the request.
- c) This request must be received within 60 days of the issuance of the bill the customer wishes to appeal and prior to the scheduled date of service discontinuance (shut-off).
- d) For purposes of the appeal, disputed water charges are presumed valid. The burden rests with the account owner to demonstrate an inaccuracy by a preponderance of the evidence.

5. PAST-DUE CHARGES/LATE FEES

- a) Past-Due Charges/Late Fees (if applicable) are assessed on the 1st of the month, following the month in which they are due.
- b) An outstanding balance that carries over multiple months will be assessed a .5% penalty.
- c) Past-due charges/late fees will not be assessed on unpaid charges that are the subject of an alternative payment agreement or on unpaid charges that were the subject of an unsuccessful appeal.
- d) The account owner may request a waiver of past-due/late fee charges once within a 12-month period. Approval of a waiver is at the discretion of the District.

6. SERVICE DISCONTINUATION NOTIFICATION

- a) INITIAL NOTICE
 - 1. An initial notice of delinquency will be printed and show up in red on the utility bill following the month of delinquency, notifying account owner of delinquency and potential discontinuation of water service if past due amount remains unpaid.
 - 2. The District assumes no responsibility for phone or other contact information that has

not been kept up-to-date by the customer.

b) 45-DAY SERVICE DISCONTINUATION NOTICE

1. As a courtesy, the District will again make a reasonable, good faith effort to notify the account owner that the account remains past due approximately 45 days after bill issuance.
 - i. The account owner will be advised of the amount past due, the service disconnection (shut-off) date, instructions on how to contact the District to make payment arrangements or appeal the bill, and the availability of the District's Policy on Discontinuation of Residential Service for Non-Payment in writing.
2. The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the customer.
3. If the account owner's mailing address on file with the District and the address of the property to which water service is provided are different, a notice will be mailed to the account owner's address and to the service address; addressed to "Occupant". (SB 998, 116908, §a1C)
4. If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to post the "Final Notice" in a conspicuous place at the service address subject to discontinuation of water service. (SB 998, 116908, §a2)

c) OTHER SERVICE TYPES

1. For services other than to account owner-occupied detached single family residences, including commercial, master meter, multi-unit residential structure, or mobile home park, where the off-site owner/manager/employer is the account owner (customer), at least ten (10) days before water service disconnection, the District shall also attempt to notify the occupant(s) of the premises where service is provided of the pending service termination.
2. In a tenant/landlord situation, the District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service disconnection.
 - i. The written notice will advise the tenant/occupant that they have the right to become the account owner without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address.
 - ii. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

7. WATER SERVICE DISCONTINUATION

- a) All delinquent water service payments must be received by the District by 4:00pm on the day specified in the 45-Day Service Discontinuation Notice. Any customer's account which remains unpaid and without an alternative payment agreement beyond the due date of the notice will be subject to water service discontinuation (shut-off).
- b) All alternative payment agreement requests or requests for appeal must be received by the District Main Office (18966 Ferretti Rd., Groveland, CA 95321) by 4:00pm on the day specified in the written 45-Day Service Discontinuation Notice.

- c) The District will discontinue (shut-off) water service by turning off and locking off the water meter on the date provided on the 45-Day Service Discontinuation Notice. The account owner (customer) will be charged a “Reconnection Fee.” See District Miscellaneous Fee Schedule for Reconnection Fee amount.
- d) District Field Staff are unable to make payment arrangements or accept payments.
- e) Water services shall not be shut-off to a residence if **ALL** of the following conditions are met:
 1. Receipt and verification by the District Main Office of “*Certification of Medical Necessity*” provided by the Primary Care Provider stating the “*discontinuance of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.*” (SB998 §116910, a1)
 2. An account owner (customer) has demonstrated they are financially unable to pay for residential service within the District’s normal billing cycle. The account owner (customer) “*shall be deemed financially unable to pay for residential service within the ...normal billing cycle if any member of the customers household is a current recipient of CalWORKS, CalFresh, General Assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the households annual income is less than 200 percent of the federal poverty level.*” (SB998 §116910, a2)
 3. The account owner (customer) is willing to enter into an amortization agreement, alternate payment schedule, or a plan for deferred or reduced payment, consistent with the written policies of the District. (SB998 §116910, a3)
 4. It is the account owner’s obligation to ensure the timely submission of complete and satisfactory documentation. If the information is not submitted in a timely manner or if the information is incomplete, the District will proceed with discontinuation of water service on the date listed in 45-day notice.

8. WATER SERVICE RECONNECTION (RESUME SERVICE)

- a) In order to re-establish or resume water service that has been disconnected for non-payment, the account owner (customer) must pay all past-due bill amounts, all past-due charges/late fees, current charges and the reconnection fee attributable to the service discontinuation.
- b) Payment plans and payment amortization plans are not available to the account owner while the water service is discontinued.

- c) The District will endeavor to reconnect service as soon as possible between the hours of 8:30am – 4:00pm on normal business days. At a minimum, the District will reconnect service before the end of the next regular working day following receipt of payment.
- d) There may not be District personnel available to complete an after-hours reconnection. If available, service restored after 4:00pm Monday-Friday, weekends, or holidays will be charged an after-hours reconnection fee. See District Miscellaneous Fee Schedule for Reconnection Fee amount.
- e) Water meters, curb cocks, and locks are District property, and shall only be operated by qualified District staff.
 - 1. Retail water service that is reconnected or resumed by any individual other than District staff will be subject to a “Tampering Fee” and a “Lock Replacement Fee”. If applicable, these fees will be added to the account owner’s (customer’s) water utility account, and will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.
 - 2. See District Miscellaneous Fee Schedule for Tampering Fees and Lock Replacement Fees.
 - 3. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the account owner (customer). Any damage to District property (lock, meter, curb cock, etc.) requiring replacement of equipment will be billed to the account owner’s water utility account. Charges to the account owner will include all costs for replacement and installation of the damaged property.
 - 4. Unpaid balances for damage to District property or miscellaneous charges will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.

9. RETURNED PAYMENTS

When a payment of any kind is not honored by a customer’s bank (returned payment), the retail water account shall be considered unpaid and subject to possible disconnection. The District will make a reasonable, good faith effort to notify the customer by phone or mail of the returned payment.

- a) If the account is delinquent, water service will be discontinued (shut-off) if the amount of the returned payment and the returned payment charge (if applicable) are not paid on or before the date specified in the Service Discontinuation Notice(s). Only payment in the form of cash or cashier’s check will be accepted to pay for the returned payment and returned payment fee (if applicable).

- b) If it is determined that a payment was made in person or online on the disconnection deadline date in order to avoid service interruption and/or a reconnection fee, and that payment is subsequently returned by the bank, a seven (7) day *Final Notice of Discontinuance of Service* will be issued, advising the customer that payment for the returned payment and the returned payment charge (if applicable), must be made by the date specified on the Final Notice to avoid water service discontinuation and the reconnection fee. Payment must be made by cash or cashier's check only.
- c) In the event a customer's check or online payment is returned by the bank unpaid three (3) times within a twelve (12) month timeframe, a letter will be mailed to the customer notifying them that only cash or cashier's check will be accepted as payment for a period of twelve (12) months from the most recent returned payment.
- d) Returned Checks & Payments for Previously Discontinued Water Service
 - 1. In the event an account owner (customer) tenders a non-negotiable payment to restore retail water service previously disconnected for non-payment and, in good faith, the District restores retail water service to the location; the District will consider the delinquent account unpaid and may promptly discontinue water service without providing additional notice.
 - 2. Any account owner issuing a non-negotiable payment to restore retail water service discontinued for non-payment will be required to pay cash or cashier's check to restore any future water service discontinuations for a period of 12 months from the date of the returned payment.

RESOLUTION 33-2022

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND
COMMUNITY SERVICES DISTRICT APPROVING DISCONNECTION OF WATER
SERVICE FOR DELINQUENT ACCOUNTS POLICY AND PROCEDURE
COMPLIANT WITH SB998**

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

WHEREAS, on September 28, 2018, the Governor approved Senate Bill 998 (SB 998). SB 998 makes changes to the California Safe Drinking Water Act (Health & Safety Code) by adding a chapter called “Discontinuation of Residential Service.”; and

WHEREAS, SB998 prohibits disconnection for nonpayment by any residential water customer who has been delinquent for less than 60 days or prior to the District offering various alternative payments arrangements to the customer to avoid disconnection; and

WHEREAS, on April 2, 2020 the state implemented a moratorium on water system shut-offs due to the COVID-19 pandemic prior to the District creating a disconnection policy complaint with SB998; and

WHEREAS, the moratorium was lifted February 1, 2022, allowing water systems to shut off once again for non-payment in compliance with SB998, and

WHEREAS, district staff has developed a policy and procedure for water service disconnection that is compliant with SB988 as shown in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT to adopt Resolution 33-2022 approving SB988 Policy and Procedure and direct staff to implement the disconnection of water services for delinquent accounts.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT this 9th day of August 2022 by the following vote:

AYES:

NOES:

ABSENT:

APPROVE:

By: _____
Spencer Edwards, Board President

ATTEST:

By: _____
Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 9, 2022.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 6B: Adoption of a Resolution Approving Financial Policy Establishing a \$25,000 Threshold for District Lease Assets

RECOMMENDED ACTION:

Staff recommends the following action:

I move to Adopt Resolution 34-2022 Approving Financial Policy Establishing a \$25,000 Threshold for District Lease Assets.

BACKGROUND:

Currently, the District has no capitalization threshold policy for lease assets.

In June 2017, Governmental Accounting Standard Board (GASB) issued Statement No. 87, Leases (*GASB 87*), and the objective of *GASB 87* is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. *GASB 87* requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. It establishes a single model for lease accounting based on the principle that leases are financing transactions with the right to use an underlying asset. The provisions of *GASB 87* are to be implemented by the District for the fiscal year ending June 30, 2022.

Under *GASB 87*, creating a materiality threshold, similar in concept to capitalization thresholds for fixed assets, is permitted for lease assets. A government is permitted to establishing a materiality threshold for leases and the determination of this threshold should be independent of the capitalization threshold/policy for fixed assets.

Staff recommends the establishment of a materiality threshold of \$25,000 for lease assets. This threshold appears to be appropriate based on current financial statement materiality and knowledge of the types of leases the District has and may potentially have in the future. Furthermore, it is recommended to have a separate threshold from the District's fixed assets capitalization policy because assets that are leased are assets the District has the right to use that are not tagged for ownership and are not kept track of the same as capital assets owned by the District.

After adopting *GASB 87* and establishing a lease assets threshold of \$25,000, no leases applicable to *GASB 87* are currently above the capitalization threshold. Therefore, no further action needs to be taken.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Draft Lease Assets Threshold Policy
2. Resolution 34-2022

SECTION 400 FINANCIAL POLICIES

402 ACCOUNTING SYSTEM

402.2 Establishment of Accounting Funds

G. Lease Assets

The Admin/Finance Manager shall conduct a review of all contracts, agreements and leases (hereby noted as ‘agreements’) on an annual basis to determine if such agreements have a “right to use” component as defined by Governmental Accounting Standard Board (GASB) issued Statement No. 87, Leases (GASB 87). If agreement is determined to be applicable to GASB 87, determine proper accounting treatment.

The Board adopted a capitalization threshold policy for lease assets of \$25,000. If the lease asset is below \$25,000, no further analysis will need to be performed as the lease asset falls below the established threshold and is deemed not significant. If the lease asset is above the threshold of \$25,000, the Admin/Finance Manager will prepare the necessary accounting entries in accordance with GASB 87 for annual financial reporting purposes.

The Admin/Finance Manager shall maintain permanent lease asset records of agreements analyzed in either paper or electronic format, to be updated whenever new agreements or change in agreements occur annually.

RESOLUTION 34-2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING FINANCIAL POLICY ESTABLISHING A \$25,000 THRESHOLD FOR DISTRICT LEASE ASSETS

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

WHEREAS, the Board of Directors (Board) of the Groveland Community Services District (District) is authorized and required to adopt and amend policies related to the services it provides and typically does so by Resolution of the Board; and

WHEREAS, the Board desires to adopt the above policy to meet accounting principles, standards, state laws and the current needs of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT to adopt Resolution 34-2022 approving Financial Policy establishing a \$25,000 threshold for District Lease Assets.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT this 9th day of August 2022 by the following vote:

AYES:

NOES:

ABSENT:

APPROVE:

By: _____
Spencer Edwards, Board President

ATTEST:

By: _____
Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 9, 2022.
DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 6C: Biannual Review and Discussion of the District's Conflict of Interest Policy in Accordance with the Political Reform Act

RECOMMENDED ACTION:

Staff recommends the following action:

No action required at this time.

BACKGROUND:

California law in the Fair Political Practices Act requires that the District considers updates to its conflict of interest policy every two years. The District is required to submit the attached form to the County by October 1, 2020 stating whether our existing policy is acceptable, or we intend to update our current policy. The District revised the Conflict of Interest policy on September 16th 2020 and no further changes are necessary at this time.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. GCSB Conflict of Interest Policy
2. 2022 Local Agency Biennial Notice

GROVELAND COMMUNITY SERVICES DISTRICT
CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code section 81000 et seq) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (2 California Code of Regulations Section 18730, hereinafter “CCR 18730”) which contains the terms of a standard conflict of interest code and which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the FPPC to conform to amendments in the Political Reform Act. Therefore, the terms of CCR 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Appendices in which members and employees are designated and disclosure categories are set, shall constitute the conflict of interest code of the Groveland Community Services District.

Individuals holding designated positions shall file their statements of economic interests with the Clerk of the Groveland Community Services District. The Clerk will (1) make and retain a copy of each statement filed and forward the original to the Tuolumne County Board of Supervisors; and (2) make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008). Original statements for all designated positions of the Groveland Community Services District will be retained by the Clerk of the Groveland Community Services District.

APPENDIX A

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED EMPLOYEES’ TITLE OR FUNCTION	DISCLOSURE CATEGORIES
Members of the Board	ALL
Secretary of the Board	ALL
Attorney	ALL
Consultants¹	ALL
General Manager	ALL

¹ Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such a written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The President’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX B

DISCLOSURE CATEGORIES

All investments and business positions in business entities, and all sources of income and interests in real property as set forth below. This category is known as full disclosure.

1. Investments in or income from persons or businesses engaged in the business of providing services or supplies, including, but not limited to, equipment, machinery, or office supplies, to the Groveland Community Services District, or could foreseeably provide services or supplies to the Groveland Community Services District.
2. Interests in real property located in whole or in part within the boundaries of the Groveland Community Services District, or within a two-mile radius of the Groveland Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interests is greater than \$2,000.00.
3. Business positions, including but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years has contracted with, or in the future may contract with Groveland Community Services District to provide services or supplies to the Groveland Community Services District.

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

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

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

An amendment is required. The following amendments are necessary:

(Check all that apply.)

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

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

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

Verification (to be completed if no amendment is required)

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

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 6D: Adoption of a Resolution Enacting Stage 2 of the District's Water Shortage Contingency Plan Per the State Water Resources Control Board Requirements and Governor's Executive Order N-7-22

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 35-2022 Enacting Stage 2 of the District's Water Shortage Contingency Plan Per the State Water Resources Control Board Requirements and Governor's Executive Order N-7-22.

BACKGROUND:

The District completed a Water Supply Demand Assessment (WSDA) report this year for the first time as required by the state. No water shortage conditions were calculated in the WSDA for GCSO's service area based on analysis of projected water supplies and demands for FY 2023. GCSO staff continuously monitor the amount of water supply available in the SFPUC system. So long as the surface water supply provided by the SFPUC continues to meet the water demand of the GCSO's customers without supply shortages, even in the current severe drought, there is no increased mandatory water conservation action required for water supply to equal water demand. However, this year the Governor's executive Order N-7-22 (attached) and the related State Water Board action (summary also attached) requires that the District adopt the level of water conservation measures necessary to achieve a 20% reduction in water use. Links to the WSDA and full Water Shortage Contingency Plan are provided below:

- [Water Shortage Contingency Plan](#)
- [Water Supply Demand Assessment](#)

Below is pasted the State 2 (Stage 2) section of the WSCP to be implemented as required by the state:

State 2 – Minor Shortage

During Stage 2 of a water supply shortage, there is between a 10 to 20 percent water supply shortage and a 10 percent or greater mandatory reduction in water usage is required for the GCSO to meet the immediate needs of its customers. Water alert conditions are declared, the water shortage situation is explained to the public, and consumers are asked for a 10 percent or greater mandatory water use reduction. In addition to Stage 1 conservation measures, the GCSO will implement the following conservation measures during State 2:

- Prohibit fire hydrant flow testing.
- Restaurants shall serve water only upon customer request.

- Hotels, motels, and lodges must offer guests the option of not having towels and linens laundered daily by displaying notices prominently in each guestroom.
- The GCSD will contact the highest water users to encourage use of water conservation methods.
- Watering of lawns, gardens, and other outdoor vegetation by use of irrigation systems, hoses, faucets or other outlets connected to the public water supply is limited to three days a week. Landscape watering may be restricted to outside of peak demand hours.
- The GCSD will evaluate its water use for main flushing to see if reductions are possible.

FINANCIAL IMPACT

There is no direct fiscal impact by implementation of the Stage 2 measures. However, if customer water consumption is reduced by 20%, the District will see a commensurate reduction in water sales revenue, or up to a loss of \$200,000.00

ATTACHMENTS

1. [Water Shortage Contingency Plan Table 8-2](#)
2. [Water Supply Demand Assessment](#)
3. [Governor's Executive Order](#)
4. [State Water Board Water Conservation requirements](#)
5. Resolution 35-2022

RESOLUTION 35-2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ENACTING STAGE 2 OF WATER SHORTAGE CONTINGENCY PLAN PER STATE WATER RESOURCES CONTROL BOARD REQUIREMENTS AND GOVERNOR'S EXECUTIVE ORDER N-7-22

WHEREAS, the Groveland Community Service District (GCSD) adopted its latest 2020 Water Shortage Contingency Plan (WSCP) on November 9, 2021, per California Water Code (CWC) and California Department of Water Resources (DWR) requirements; and

WHEREAS, the WSCP defines six "Stages" of water shortage response, from least to most severe, based on water supply conditions in GCSD's service areas and provides corresponding "Shortage Response Actions" (Actions); and

WHEREAS, on July 8, 2021, Governor Gavin Newsom (Governor) expanded a drought emergency declaration to include most California counties, including Tuolumne County (County). As a result, GCSD enacted Stage 1 of its WSCP, which remains in effect and includes mostly voluntary actions aimed at encouraging District residents to increase their water conservation practices; and

WHEREAS, besides some early precipitation events in October and December 2021, drought conditions from 2021 continued into record-breaking dry months for early 2022, leading to additional impacts to vulnerable water supplies statewide. On March 28, 2022, the Governor issued Executive Order N-7-22 (Exec Order) continuing the drought emergency declaration and defining certain new requirements for water suppliers; and

WHEREAS, on May 25, 2022, the State Water Resources Control Board (SWRCB) adopted emergency regulations into the CWC as a result of the Exec Order requirements for water suppliers. Per §996(d) of these regulations, GCSD will need to implement Stage 2 of its WSCP, at a minimum, regardless of the water supply conditions in GCSD's service areas.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors (Board) of GROVELAND COMMUNITY SERVICES DISTRICT that WSCP Stage 2 "Alert Conditions" and corresponding Actions be enacted for GCSD's water service area, corresponding with a shortage level of ten to twenty percent as required by the Exec Order and SWRCB emergency regulations.

BE IT FURTHER RESOLVED by the Board that GCSD staff continue its service area outreach and engagement efforts aimed at encouraging the public to use water wisely, and work with other in-County water suppliers to increase water use efficiency given the ongoing drought conditions.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT this 9th day of August 2022 by the following vote:

AYES:
NOES:
ABSENT:

APPROVE:

Spencer Edwards, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 9, 2022.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 6E: Adoption of a Resolution Adopting the Mitigative Negative Declaration for the Groveland Community Services District Trail Improvements Project

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 36-2022 approving the Mitigative Negative Declaration for the Groveland Community Services District Trail Improvements project.

BACKGROUND:

Groveland CSD proposes to install approximately 2.5 miles of 12-foot-wide trails for pedestrian recreational use. The trail will begin at the existing baseball field located near the Groveland CSD offices. From there, the trail goes south and west past the Mary Laveroni Park, and ultimately terminate on Deer flat Road. Two pedestrian bridges are proposed to be installed over the creek to accommodate the trail. Other trail improvements consist of trail lighting, signage, benches, kiosks, railings, retaining walls, stairs and trash receptacles. The Project also includes improvements to Mary Laveroni Park, consisting of new restrooms, a walking loop, a small amphitheater, benches, trash receptacles, transit shelter, picnic benches and related improvements. The proposed Project will provide increased recreational opportunities within the District and will improve existing facilities.

PROPOSED ACTIONS

The proposed Project consists of the following:

- Construction and operation of approximately 2.5 miles of 12-foot-wide concrete paths and dirt trails for pedestrian recreational use. The trail will begin at an existing baseball field located approximately 1400 feet north of the Groveland CSD Offices. The trail will continue south and southeast where it will intersect with another new trail alignment. From there, the trail goes south and west past the Mary Laveroni Park (where the trail will intersect with the Park and will also continue westward). The trail continues west where it will meet the Jefferson Mine Trail Loop. Light posts will be installed along the trail every 150 feet.
- Construction and operation of two pedestrian bridges along the trail. The pedestrian bridges will span across the entire creek bed to avoid impacts to the creek. An approximately 65-foot long bridge will be installed approximately 1,100 feet north of the

Groveland Yosemite Gateway Museum. The second pedestrian bridge will be approximately 30-feet long and will be installed approximately 300 feet northwest of the Groveland Yosemite Gateway Museum. This pedestrian bridge will provide access to/from the trail and Mary Laveroni Park.

- The trail will also include the construction of:
 - Kiosks
 - Benches
 - Trash Receptacles
 - Wayfinding Signage
 - Lights
 - An approximately 40 linear feet retaining wall adjacent to the 65 linear feet bridge on the east side of the creek
 - An 18" drainage culvert adjacent to the retaining wall
 - 3,400 linear feet of chain link fence throughout the entire path
 - Safety Rails on the inner side of the trail along the creek

- Improvements to Mary Laveroni Park:
 - 1/3 mile Walking Loop (ADA compliant)
 - Outdoor Adventure Play and Team Building Course
 - Amphitheater
 - Trailhead Flex Court
 - Creekside Nature Trail and Demonstration Gardens
 - Picnic and Events Plaza
 - New restrooms
 - New Sidewalks
 - New Benches
 - New Trash Receptacles
 - Planters along Main Street
 - New Transit Shelter with benches and trash receptacle
 - Replacement of Picnic Benches

- Property cleanup and associated improvements

ENVIRONMENTAL REVIEW

The Project is subject to the requirements of the California Environmental Quality Act (CEQA) and other regulatory environmental requirements. Groveland's Project Engineer (AM Consulting Engineers) retained the services of Crawford & Bowen Planning, Inc. to prepare the required CEQA documentation and associated studies. The full CEQA document is not included in this printed agenda packet and can be received in paper on request. A link to the CEQA document is provided below:

- [Mitigated Negative Declaration \(MND\) for the GCSD Trails and Park Improvements Project](#)

Crawford & Bowen Planning, Inc. prepared a Mitigated Negative Declaration (MND) which analyzed all environmental topics from the CEQA Guidelines Appendix G checklist. The Project CEQA document processing will include a public meeting (today) and review/adoption of a Mitigated Negative Declaration (MND). In accordance with CEQA, the MND was noticed in *The Union Democrat* on July 8, 2022 and the document was circulated to the State Clearinghouse. The required 30-day review period was from July 8, 2022 to August 8, 2022.

Once the public meeting occurs and the MND is adopted, Groveland CSD's consultants will file a Notice of Determination with the County Clerk's Office and with the State Clearinghouse.

FINANCIAL IMPACT

The project cost is estimated to cost approximately \$5.5 million dollars. Groveland CSD is seeking funding for the proposed Project from multiple funding sources, such as the Recreational Trails Program (RTP) and Active Transportation Program (ATP). The Project is estimated to be funded in full via grants and for this reason, there are no anticipated fiscal impacts.

ATTACHMENTS

1. Resolution 36-2022
2. [CEQA Document and Attachments](#) (by hyperlink only)
3. [Notice of Determination](#)
4. [Notice of Intention to Adopt a Mitigated Negative Declaration](#)

RESOLUTION NO. 36-2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT TO ADOPT THE MITIGATED NEGATIVE DECLARATION FOR THE GROVELAND COMMUNITY SERVICES DISTRICT TRAIL IMPROVEMENTS PROJECT

WHEREAS, the Board of Directors of the Groveland Community Services District (the “Board” and “District”, respectively) has received and reviewed the proposed Mitigated Negative Declaration, including the draft Initial Study/Mitigated Negative Declaration with appendices, and supporting information sources (collectively, the “draft MND”), together with the staff report and any comments received and responded to during the public review and hearing process (collectively, the “Environmental Record”) for the proposed construction and operation of the District’s trail improvements project (the “Project”), as described in the draft MND; and

WHEREAS, the District is the lead agency for purposes of environmental review of the Project under the California Environmental Quality Act (“CEQA”), pursuant to Public Resources Code § 21000 et seq., and the State “Guidelines for Implementation of the California Environmental Quality Act”; and

WHEREAS, the Project could, without mitigation, have resulted in a potential impact to certain areas of environmental concern, including Biological Resources and Cultural Resources; and

WHEREAS, the District has prepared mitigation measures to address and mitigate all potential environmental impacts to a “less than significant” level, which is a part of the Environmental Record reviewed and considered by the District; and

WHEREAS, the District has incorporated the mitigation measures described in the initial study for the Project (“Initial Study”) as conditions of approval by the District; and

WHEREAS, with the exception of the potential impacts stated above, there are no other potentially significant environmental impacts resulting from the Project; and

WHEREAS, the District submitted a Notice of Intent to Adopt a Mitigated Negative Declaration to the State Clearinghouse (#2022070128) and distributed it to those agencies which have jurisdiction by law with respect to the Project; and placed the Notice of Intent to Adopt a Mitigated Negative Declaration concerning the Project in the *Union Democrat* for publication on July 8, 2022; and

WHEREAS, the draft Initial Study/Mitigated Negative Declaration with appendices and supporting information sources were duly noticed for 30-day public review and comment from July 8, 2022 to August 8, 2022, as provided by law; and

WHEREAS, the District received no written comments in response to the draft MND; and

WHEREAS, a hearing concerning the District’s intent to adopt a final MND and MMRP was duly noticed and held on August 9, 2022, at which time any interested parties were afforded an opportunity to be heard in addition to the public review and comment period referenced above as part of the Environmental Record; and

WHEREAS, the District has considered, prior to adoption of the final MND, the Environmental Record in support of the final MND.

THEREFORE, BE IT RESOLVED that the Board finds, determines and resolves as follows:

SECTION 1. The Board adopts the foregoing recitals as true and correct.

SECTION 2. The Board finds that the Initial Study and Mitigated Negative Declaration reflect the independent judgment of the District as the lead agency for the Project.

SECTION 3. The Board finds that it has independently reviewed and considered the Environmental Record, including the Initial Study and proposed Mitigated Negative Declaration, as a final Mitigated Negative Declaration, prior to adopting the final Mitigated Negative Declaration.

SECTION 4. On the basis of the Environmental Record as the whole record before the Board, including the Initial Study and any comments received, the Board finds, in its independent judgment and analysis, that there is no substantial evidence the Project will have a significant effect on the environment.

SECTION 5. The Board confirms that the mitigation measures described in the Initial Study, have been incorporated into the Project and adopts a Mitigated Negative Declaration, as the final Mitigated Negative Declaration, which documents are a part of the Environmental Record before the Board for the Project.

SECTION 6. The Board approves and adopts the findings set forth herein, and the Mitigated Negative Declaration, based on the Environmental Record.

SECTION 7. Groveland CSD staff is authorized and directed to cause a Notice of Determination concerning the adoption of the Mitigated Negative Declaration for the Project to be filed in the office of the Tuolumne County Clerk and with the Office of Planning and Research in accordance with CEQA and State CEQA Guidelines.

This foregoing resolution is hereby approved and adopted at a regular meeting the Board of Directors of the Groveland Community Services District held on the 9th day of August, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Spencer Edwards, Board President

ATTEST:

Rachel Pearlman, Board Secretary



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 6F: Adoption of a Resolution Authorizing the Award of the Fuel Tank and Retaining Wall Improvements Project to the Lowest Responsive Bidder and to Authorize the General Manager to Sign an Agreement on Behalf of the District

RECOMMENDED ACTION:

I move to adopt Resolution 37-2022 authorizing the award of the Fuel Tank and Retaining Wall Improvements Project Construction Contract to **ADD CONTRACTOR NAME** for a bid amount of **\$XXX.XX** and to authorize the General Manager to sign Contract Documents on behalf of the District.

The Fuel Tank and Retaining Wall Improvements Project is scheduled for bidding on Monday August 8, 2022. Once the District Engineer has received and reviewed all bids the Board Secretary will revise this agenda item and distribute to board members and to the public. All areas highlighted below will be addressed in the revised agenda materials distributed and covered in the meeting.

BACKGROUND:

The Groveland CSD Wastewater Treatment Plant (WWTP) currently uses a single 2,000 gallon Aboveground Storage Tank (AST) to supply both gasoline and diesel fuel for maintenance vehicles, service equipment and on-site emergency generators. The AST is a combination / split tank unit, providing both storage of diesel fuel (1,000 gallon) and gasoline (1,000 gallon) in one AST. While the current tank has adequate gasoline storage, additional diesel fuel capacity is needed during extended shutdowns to the grid and to support fire resiliency. With limited diesel fuel on-site, staff must rely on a local retail gas station to supply diesel fuel during emergency situations.

This project will add a new 2,000 Gallon diesel fuel AST which will increase diesel fuel capacity by 200%. The new AST shall be located adjacent to the existing AST. Due to the nearby sloping hillside and excessive erosion that has occurred, a small retaining wall was incorporated into the design to alleviate the site issues. The proposed Project will include the addition of a new 2,000-gallon diesel fuel AST, associated fueling dispenser, fuel monitoring system, piping, retaining wall and asphalt concrete paving.

AM Consulting Engineers prepared plans and specifications for the Fuel Tank and Retaining Wall Improvements Project. The Project consists mainly of earthwork/grading, concrete construction, asphalt paving, drainage facilities, retaining wall construction and the furnish and installation of a

new 2,000-gallon diesel fuel storage tank equipped with a new fuel dispenser and fuel monitoring system.

The bid package included both a base bid and bid additive bid items. The award of the Project is based on the total base bid.

DISCUSSION:

A total of **ADD NUMBER OF BIDS RECIEVED** bids were received at the GCSD District office on August 8, 2022. The low bid was submitted by **ADD CONTRACTOR NAME** in the amount of **\$XXX.XX**. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
-------------------	------------------

FISCAL IMPACT:

Construction costs for the Fuel Tank and Retaining Wall Improvements Project will be covered in full by the Groveland CSD. Costs for these improvements **were included in the adopted fiscal year 2022/2023 final budget**.

ATTACHMENTS:

1. Resolution 37-2022
2. Bid Tabulation
3. Project Costs if Awarded to **ADD AWARDING CONTRACTOR NAME**
4. Notice of Award
5. Agreement

RESOLUTION 37-2022

ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE FUEL TANK AND RETAINING WALL IMPROVEMENTS PROJECT TO THE LOWEST RESPONSIVE BIDDER AND TO AUTHORIZE THE GENERAL MANAGER TO SIGN AN AGREEMENT ON BEHALF OF THE DISTRICT

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

WHEREAS, the District has the authority to construct, operate and maintain District owned facilities; and

WHEREAS, the District needs to complete improvements to their fuel storage infrastructure; and

WHEREAS, the proposed improvements were included in the adopted fiscal year 2022/2023 final budget; and

WHEREAS, AM Consulting Engineers prepared plans and specifications for the Fuel Tank and Retaining Wall Improvements Project; and

WHEREAS, the Project was advertised on July 9, 2022 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on July 20, 2022 where five (5) contractors attended; and

WHEREAS, the bids received were publicly opened and read on August 8, 2022; and

WHEREAS, the District has the authority to reject any and all bids, or to award the contract to the lowest responsive bidder; and

WHEREAS, **ADD CONTRACTOR NAME**. bid dated August 8, 2022 is included herein for reference and we are to be included in the contract documents as detailed in the project specifications.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approve as follows:

1. The General Manager is authorized to issue Notice of Award to the lowest bidder **ADD CONTRACTOR NAME**.
2. The General Manager is authorized to execute the construction contract to the lowest bidder **ADD CONTRACTOR NAME** in the amount of **\$XXXX.XX** after the Contractor's Performance and Payment Bonds are received.
3. The General Manager is authorized to negotiate Construction Change Orders (CCO) in an amount not to exceed a 15% increase in the original bid and contract amount.
4. The General Manager is authorized to negotiate deductive (cost) change order that result in a comparable work product.
5. The General Manager is authorized to negotiate a construction start date and issue the Notice to Proceed to the Contractor in accordance with the Project Plans and Specifications.
6. The General Manager is authorized to approve and process Contractor payments within the cost limitations stated herein, in accordance with the Project Plans and Specifications.
7. The General Manager is authorized to file the Project Notice of Completion in accordance with the Plans and Specifications.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on August 9, 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVE:

Spencer Edwards, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 9, 2022.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: August 9, 2022

SUBJECT: Agenda Item 6G: Adoption of the Resolution Approving a Memorandum of Understanding with the County of Tuolumne for the Use of Alert and Warning Systems Including Sirens and Outdoor Audible Alerts

RECOMMENDED ACTION:

Staff recommends the following action:

I move to Adopt Resolution 38-2022 approving a Memorandum of Understanding with the County of Tuolumne for the use of alert and warning systems including sirens and outdoor audible alerts.

BACKGROUND:

During the Board's February 2021 regular board meeting, the issue of emergency alerts and public warnings was raised in public comment. Due to Board member and public interest in this item as it relates to fires and evacuations, the further discussion of sirens was placed on the March 9, 2021 Board agenda for public discussion and where the following action was taken:

Director Kwiatkowski moved, seconded by Director Mora and the motion passed unanimously by roll call to support the concept of the applicability, functionality and logistics related to the potential installation of emergency warning sirens within the District' boundaries.

On July 13, 2021, the District was approached by Tuolumne County Supervisor Anaiyah Kirk with a request to partner on the installation of an emergency alert siren in Groveland on District property. With the offer for the no-cost installation of an audible alert siren on GCS D property and request from Supervisor Kirk for immediate action by the District, management accepted the offer with the condition that the details of the operation of the siren was to be amicably worked out with the County Sheriff. Currently, Tuolumne County OES will be finalizing an Alert & Warning Plan in cooperation with the Sheriff. This matter was further discussed publicly at the Board's November 15, 2021 regular meeting. The agenda submittals for both above referenced meetings are included for reference.

Tuolumne County OES and County Counsel have prepared the draft Memorandum of understanding, attached, that details the responsibilities of the parties in operation and maintenance of the siren systems. Approval of the MOU is necessary for the District siren to be included in the county emergency alert system.

FINANCIAL IMPACT

As the siren is already installed and functional, there will be minimal additional expense to work out the remote communication details. The site is already maintained regularly and the cost of

maintenance of the new siren is negligible. It should be understood that additional work will certainly be required to evaluate siren coverage throughout all areas of GCSD and the cost/logistics associated with expansion of the system. It is unknown at this time how the studies and future installations will be funded.

ATTACHMENTS

1. March 9, 2021 and November 15, 2021 Board meeting agenda submittals
2. Draft MOU with Tuolumne County for Operation of the Siren
3. Resolution 38-2022



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Pete Kampa, General Manager

DATE: March 9, 2021

SUBJECT: Agenda Item 6D. Board Direction Regarding the District Participation in Emergency Siren Systems Providing Evacuation Notifications

RECOMMENDED ACTION:

Board direction is requested regarding interest in GCSO management and fire department staff further evaluating the applicability, functionality and logistics related to the potential installation of emergency warning sirens.

BACKGROUND:

At our February 2021 board meeting, there was significant discussion about potential opportunities to improve notification to residents and visitors residents during emergencies. This item was placed on this agenda to give the board an opportunity to have a robust public discussion about this topic and the district's role, if any.

Should the Board direct staff to proceed with further evaluation of siren or warning system installation, an addition to the approved Management Objectives should be made to reflect the additional work,

ATTACHMENTS:

None.

FINANCIAL IMPACT:

No direct expenditures at this time, other than staff time to perform research and coordination.



TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: November 15, 2021

**SUBJECT: Item 4F. Discussion and Update Regarding the Status of the
Emergency Warning Sirens System**

RECOMMENDED ACTION:

This item is intended for information only, and potential Board direction. Should the Board desire to take action on this project, it is recommended that the item be placed on the appropriate regular meeting agenda.

BACKGROUND:

The District has allowed a local nonprofit organization named Tuolumne Safe access to its Tank 2 site for the installation of an emergency warning siren, similar to that used by the Twain Harte Fire Department, and planned by several others. Local fundraising proceeds collected by Miner's Mart and others were used by Tuolumne Safe for the purchase and installation of the siren. District management was assured that the logistics of siren operation were supported and being worked out by the County Sheriff. It was determined shortly after the commitment to use Tank 2, that the County Sheriff was not as far along in his support of the sirens as it had been presented to management in the beginning.

The logistical details surrounding the implementation of a county wide emergency warning siren system continue to be discussed at the head level of county leadership. There is currently much expressed concern and many questions that still need to be answered before a system can be constructed and put in use. The Tuolumne County Fire Safety Advisory Committee recently voted to recommend to the Board of Supervisors on November 2, 2021 a cease and desist order related to continued warning siren installations until such time as the operational and logistical details are worked out.

Other than the individual questions and concerns from leadership who represent certain factions within the county, Tuolumne County Sheriff Bill Pooley's are the ones that need to be addressed first as his office is the legally responsible agent for managing and running an emergency notification system. Sheriff Pooley has expressed concern with having the staff resources to implement and manage such a system, the proper training of his staff to operate the system, the specific needs of each part of the county, what residents and tourist are supposed to do once alarms are sounded, theft and vandalism of equipment, and if money could be better spent on enhancing existing and more modern emergency notification system.

The District continues to participate and cooperate with this process as an enhanced emergency warning system in some acceptable form will be very beneficial to the community. The district has also considered the use of the siren in its emergency action plan for wastewater reservoir 2, in the event the dam was ever to fail and notification of downstream properties was necessary. Of course, the details of that need to be worked into the operating protocol as well.

RESOLUTION 38-2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF TUOLUMNE FOR THE USE OF ALERT AND WARNING SYSTEMS INCLUDING SIRENS AND OUTDOOR AUDIBLE ALERTS

WHEREAS, following recent wildfires and associated community evacuations, the local public expressed concern for public safety and interest in means to improve emergency communications during emergency events; and

WHEREAS, the District Board of Directors on March 9, 2021 and November 15, 2021 received public input, discussed and directed management to take an active role in the planning and deployment of an improved emergency alert system in cooperation with the County Sheriff; and

WHEREAS, an audible alert siren was installed by the Tuolumne Safe non-profit at the District owned Jones Hill Tank site; and

WHEREAS, the Tuolumne County OES and Sheriff are preparing and Alert & Warning Plan to detail how the sirens will be operated as part of the County Emergency Notification and Communications Plans; and

WHEREAS, the County has prepared a Memorandum of Understanding to detail the roles and responsibilities related to the operation of the audible alert siren on District property, which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT to adopt Resolution 38-2022 approving a Memorandum of Understanding with the County of Tuolumne for the use of alert and warning systems including sirens and outdoor audible alerts.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT this 9th day of August 2022 by the following vote:

AYES:
NOES:
ABSENT:

APPROVE:

Spencer Edwards, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 9, 2022.

DATED: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
[INSERT AGENCY NAME]
FOR
USE OF ALERT AND WARNING SYSTEMS, INCLUDING SIRENS OR
OUTDOOR AUDIBLE ALERTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ___ day of _____, 20___, by and between the County of Tuolumne, (“County”), and the [INSERT AGENCY NAME], (“Agency”).

PURPOSE AND SCOPE:

This MOU is intended to establish and clarify the roles and responsibilities of the County and Agency related to the Emergency Outdoor Audible Alerts/Sirens (Alarm) located on a portion of Agency’s land known as (INSERT address or APN) (“Property”), as the Property is depicted on Exhibit “A”, attached hereto and made a part hereof.

WHEREAS, Agency is a (INSERT description of agency) and County is a political subdivision of the State of California; and

WHEREAS, the California Emergency Services Act (as set forth in the Government Code) established the Office of Emergency Services (“OES”) and directed OES to develop guidelines for alerting and warning the public of an emergency, including utilizing multiple forms of alerts; and

WHEREAS, County is responsible for and has established an Emergency Services Program as set forth in the Tuolumne County Ordinance Code, Chapter 2.40.80 to oversee and coordinate disaster preparedness and response measures within the County; and

WHEREAS, County is responsible for alerting, warning and evacuation in the unincorporated areas of the County, including oversight and coordination of alert and warning systems used within the County in order to ensure consistent application of alert and warning systems; and

WHEREAS, Agency has installed an alert and warning system on its Property by installing a siren; but the operation and testing of the alarm/siren falls under the County’s responsibility;

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows: The Agency owns the Alarm and all

appurtenances now constructed or constructed in the future, and the County shall not claim, now or in the future, any property right or title to the alarm, its appurtenances or the Property. The Agency understands it does not have authority to issue the alarm/siren unless the County has directed it to do so. The Parties further agree to perform their obligations as set forth in this MOU and outlined below.

1. **TERM**

This MOU shall become effective as of the date first written above and continue for one (1) year. The parties may renew the MOU annually by written agreement.

2. **COUNTY'S RESPONSIBILITIES**

- a. Operate the Alarm as required for emergency response activities.
- b. Coordinate with District to test the Alarm to assure the continued operation of the alarm and appurtenances will satisfy County requirements.
- c. Perform community outreach in coordination with District, as deemed appropriate to ensure the public understands proper response to the Alarm.
- d. Provide District with reasonable notice for any access or testing or operation to be performed by County. In the event that notification cannot be provided, County shall provide notification as soon as is practicable after the site is accessed.

3. **AGENCY'S RESPONSIBILITIES**

- a. Construct, or cause to be constructed, any upgrades, improvements, or modifications necessary for the compliance of the Agency with Federal, State, and local laws and regulations.
- b. Provide the County with any and all plans and specifications, including studies performed related to the operation of the Alarm.
- c. Provide the Sheriff's Office and the Office of Emergency Services with the mechanism to operate the Alarm (i.e. link to the system, etc.)
- d. Perform maintenance and inspection of the alarm/siren and appurtenances as necessary for the continued reliable operation of the alarm/siren. Agency understands and acknowledges that if the Alarm is not maintained in operable condition, the County will not utilize it.
- e. Provide access for testing and operation of the alarm/siren and appurtenances to the County at all reasonable times.
- f. Provide reasonable notice to the County of any Agency activities that impact the maintenance, operation or access to the alarm/siren.

- g. District shall not activate or test the system unless expressly requested by the Tuolumne County Sheriff's Office and or Tuolumne County Office of Emergency Services.
- h. Coordinate with the County to provide education and outreach to the community to ensure the public understands proper response to the Alarm.

4. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

5. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

6. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

7. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations and laws as set forth by federal, state or local government.

8. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

9. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

10. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:

[INSERT CONTACT INFO]

COUNTY:

Office Of Emergency Services
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-_____

12. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. LIMITATIONS OF MOU

This MOU is not intended, and does not, create any right or benefit, substantive, contractual or procedural, enforceable at law or in equity, by any party against one another, or its officials, employees, or agents. Nothing in this MOU may be construed to obligate the parties to any current or future expenditure of resources. This MOU does not obligate any funds of either of the parties.

16. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

17. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

18. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

19. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

20. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.
COUNTY:

COUNTY:	[INSERT AGENCY NAME]:
_____ Tracie Riggs, County Administrative Officer	_____ [INSERT NAME], [INSERT TITLE]
APPROVED AS TO LEGAL FORM:	
_____ Sarah Carrillo , County Counsel	