



**REGULAR MEETING OF THE BOARD OF DIRECTORS**

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 [www.gcsd.org](http://www.gcsd.org)

**AGENDA**

September 12, 2023

10:00 a.m.

Location: 18966 Ferretti Road

Groveland, CA 95321

**MEMBERS OF THE PUBLIC MAY ATTEND IN PERSON AT DISTRICT OFFICE OR VIA VIDEO CONFERENCE AS DETAILED 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](mailto: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](mailto: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](mailto: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](http://WWW.GCSD.ORG) OR MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

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*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)



**AGENDA**  
September 12, 2023  
10:00 a.m.

**Call to Order**

**Pledge of Allegiance**

**Roll Call of Board Members**

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

**Mission Statement:** To provide environmentally sound, economic, and compliant services that meet our customer's needs for water and wastewater treatment, fire protection, and park facilities in the unincorporated township of Groveland, California.

**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 Al Deshaies for his 4 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 August 8, 2023, Regular Meeting**

**B. Approve Minutes from the August 14, 2023, Special Meeting**

- C. Accept August 2023 Payables
- D. Adoption of a Resolution Accepting a 20 Foot Exclusive Sewer Easement Grant Deed from Christina D. Baines and Wayland Gee, APN 091-130-041-000
- E. Adoption of a Resolution Approving a Maintenance Agreement with Groveland Sports Zone for Leon Rose Ball Field
- F. 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. Discussion and Update Regarding the Groveland Asset Rehabilitation and Beautification Project Design, Cost Estimate and Bid Documents
- B. Adoption of a Resolution Approving a Master Funding Agreement Between the District and Tuolumne County Transportation Counsel for the Hetch Hetchy Trail Project
- C. Consideration of Fire Department Funding Options and the Associated Processes and Schedules, Including Assessments, Special Taxes and Fees

## 7. Adjournment

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

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

18966 Ferretti Road Groveland, CA 95321

Staff Report  
September 1, 2023

To: Board of Directors

From: Andy Murphy, Assistant Chief  
By: Travis Chunn, Fire Captain

Subject: Monthly Activity Report – August 1, 2023 – August 31, 2023

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**Operations:**

On August 23, 2023, at approximately 5:17 PM, GCSD Engine 787, Tuolumne County Engine 631, CAL FIRE Engine 4466, and CAL FIRE Engine 4476 were part of a high dispatch to a vehicle fire at the 19000 block of Old Highway 120 in Groveland, CA. Upon arrival, Engine 4476 found a single vehicle on fire away from the structure. Engine 787 supplied water to Engine 4476. There were no occupants in the vehicle, all fire personnel worked together efficiently and had the fire contained quickly. There was no fire extension to the home or the vegetation.



**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:

- Fire Engine Equipment
- Area Orientation
- Hose Evolutions
- Annual Hose Testing
- Pumping

FAE Martinez attended a Rope Rescue Operations Class. This course provides training on high angle and low angle evolutions. In addition, Station 78 personnel will be able to train together on the new curriculum of this course.







**Fire Department News:**

With a portion of leftover grant funding from the California Fire Foundation, we were able to purchase new Big Boost 18 Antennas for our handheld radios. This antenna has 2.15 (db) gain over the OEM antennas. The increased gain provides improved performance with transmitting and receiving.



On August 26, 2023, FAE Rex Doo instructed a Fire Fighter Rehab course for CERT. GCSD E-781 and Tuolumne County E-631 personnel brought structure turnouts to the class. This gave CERT members an opportunity to try on the gear and feel the weight of our equipment that is used on emergencies. CERT members were also shown the tools and equipment that is on the fire engine. It was a very productive event for all members who participated.



**MONTH - August 2023**

**STATION 78**

Alarm Sounding	2
Odor Investigation	0
Debris Fire	0
Medical Aid	42
Fire Menace Standby	3
Fire Other	0
Haz Mat	0
Landing Zone	1
Plane/Heli Crash	0
Public Assist	4
Smoke Check	0
Structure Fire	1
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	2
Vehicle Accident/Pin in	0
Vehicle Fire	1
<b>TOTAL</b>	<b>56</b>

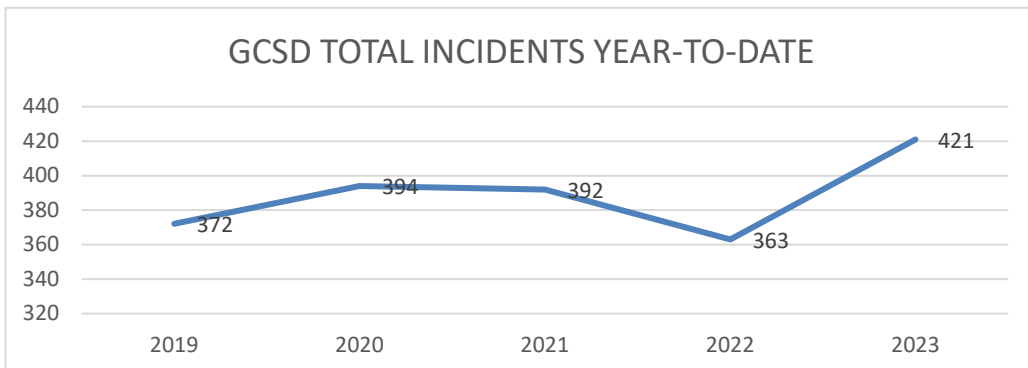
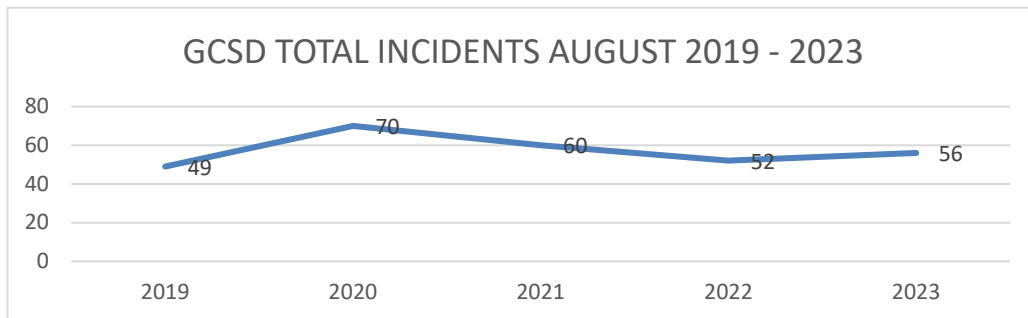
(54 calls in GCSO district, 2 calls in Tuolumne County)



Auto Aid	Given
<b>Tuolumne County</b>	<b>2</b>
INC # 10450 Vehicle Accident Hwy 120 INC # 10853 False Alarm Prospect Heights  <b>TCFD E-631: 22 Calls</b>	

ALS	
Yes	No
26	18

**Last Call Logged Run # 11529**



# CERT Groveland/Big Oak Flat/Moccasin

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



Groveland, California

## Report to GCSD Board for September 2023

- GCERT team meeting August 26<sup>th</sup> was very successful. Besides almost all the CERT team, there were 8 community participants, several of which expressed interest in joining.
- Special thanks to E781 and E631 for helping us “Focus on Fire” with callouts to Martinez, Doo, Truschel and Cells. They were very helpful. We trained on FF Rehab with our ambulance setup for practice rehab. One highlight was folks trying on turnouts.
- The Aug 13 GMRS radio programming workshop was moved to August 20<sup>th</sup>. More than 30 attended. There are now 60 Grovelanders active on our GMRS Network.
- GCERT has 25 participants, 21 inquiring people and 13 fully certified members.
- 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) GCERT is also available for Traffic Control deployment.
- GCERT Len Otley is our Training Officer. The next training is likely in Fall 2023.
- GCERT is partnering with PML Safety Committee and SSSC for Personal Preparedness Workshops for Seniors at Little House Sept 8, 20th.
- Groveland CERT will partner with the Pine Mountain Lake Safety Committee to offer Fire Preparedness Workshops in Summer.
- GCERT will be partnering with PML S&SC for First Aid/CPR/AED training in Fall.
- GCERT will hold its next team meeting on September 30th. As Sept is National Emergency Preparedness month, we plan to present an Emergency Preparedness Workshop with participation by CALFIRE and TC OES. This will be 9-noon at EV Free.
- The Groveland G.M.R.S. is a community radio communications network utilizing FRS radios. These are about \$30 each, require no license, and would be in typical use throughout Groveland/BOF. These are more expensive, require a license & training. GCSD would implement a Base Station.

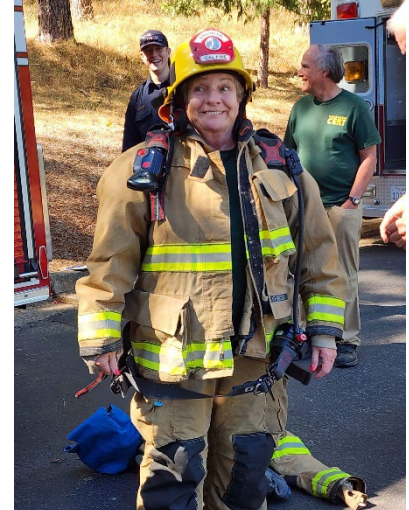
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[GrovelandCERT@gmail.com](mailto:GrovelandCERT@gmail.com)

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

# CERT Groveland/Big Oak Flat/Moccasin

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



9/7/2023 3:55 PM

[GrovelandCERT@gmail.com](mailto:GrovelandCERT@gmail.com)

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

## Operations and Maintenance Report August 2023

### Operations Department

### Wastewater Treatment Division

Influent Totals	
<b>Total</b>	3.86
<b>Average</b>	0.13
<b>High</b>	0.16
<b>Low</b>	0.07

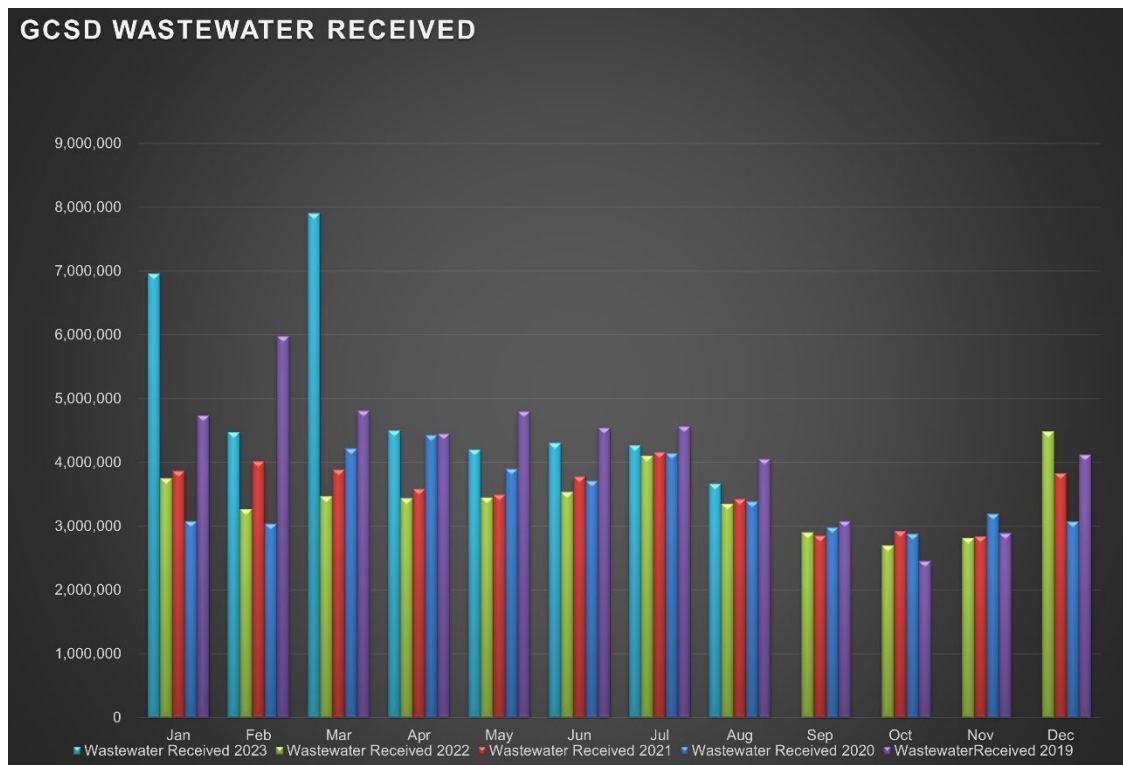
Effluent Totals	
<b>Total</b>	3.81
<b>Average</b>	0.12
<b>High</b>	0.16
<b>Low</b>	0.07

Reclamation Totals	
<b>PML</b>	
<b>Spray Fields</b>	
<b>PML Season Total</b>	
<b>Spray Field Season Total</b>	

Wasting Totals	
Total Inches	129
Total Pounds	2164
<b>Active Accounts</b>	1567

STP Rainfall Totals by Year During Current Month (Inches)					
Season	2023	2022	2021	2020	2019
1.10	1.10	0.12	0.00	0.01	0.00
	High 0.48	High 0.12	High 0.00	High 0.01	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 them into Alpha Lab
- Monitored/sampled Distribution Tanks as needed.

# Maintenance Department

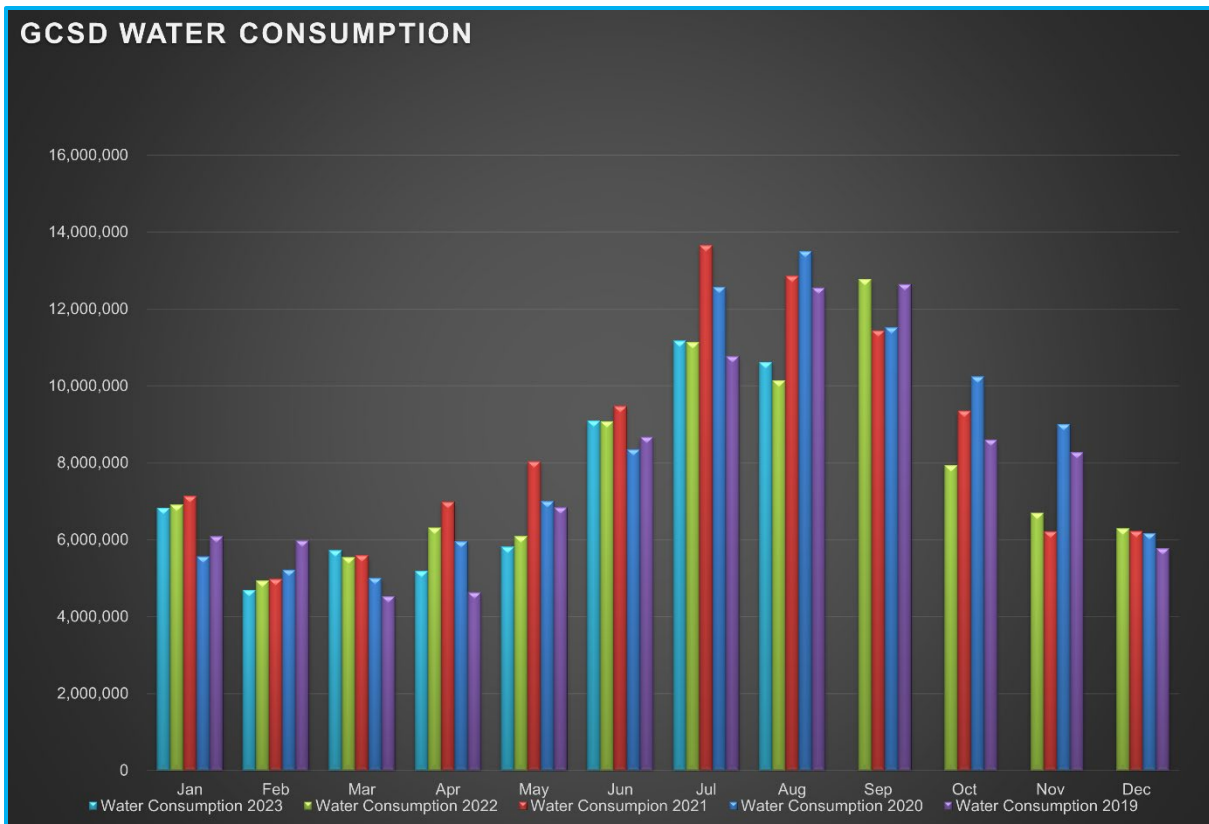
## Water Distribution System Division

Meter Related Services	Total
Check / Repair Meters	7
Water Meters Installed	4
Monthly Meter Restrictions	0
Meter Lock offs	16
Meter Changeouts	3
Tenant Final Reads	3
Re-Reads	26
Meter Turn-Offs	2
Meter Turn-Ons	15
Meter Tests	0
Winterize Meter	0
Color/Taste/Odor Complaints	2
<b>Total Meter Related Issues</b>	<b>78</b>

Billed Consumption (Gallons)	2023	2022	2021
Residential	9,806,619	9,376,310	11,953,746
Commercial	815,038	770,617	950,196
<b>Total</b>	<b>10,621,657</b>	<b>10,146,927</b>	<b>12,903,942</b>

<b>Active Accounts</b>	3276
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## Charted Historical Monthly Water Consumption





**Maintenance and Repair Data**

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

Description	Gallons
Flushing for Water Quality	157,113
Water Loss Due to Leaks / Breaks	300

After-Hours Calls (Hours)				
Water	Sewer	Park	Other	Total
9	28	4	1	42

**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)
  - Lock offs for non-payment.
  
- **Tanks and Pump Stations**
  - Clean up at Butler bypass pump station.
  
- **Distribution System**
  - Water Distribution System Flushing
  - Water Meter Testing
  - Repair leaking water service line at 12619 Mount Jefferson St.
  - Repair leaking water service line at 20060 Lower Skyridge Dr.
  - Abandon water service line at PML main entrance island.
  - R&R meter washers at 12903 Hondo Ct and 19676 Jonny Degnan Ct.
  - Clean meter box of dirt, debris, and vegetation at 18543 Main St.
  - Water service line upgrade at U5/L189.
  - Water flushing on Upper Skyridge after reconnection of water main. (CIP Project.)

Water Service Line Repair – Lower Skyridge Dr



## Wastewater Collection System Division

Description	Total
Manholes Inspected	22
GIS Points	0
Customer Complaint	8
Odor Complaints	1

Description	Total
Flushing/Jetting (Feet)	760
Video Inspection (Feet)	425

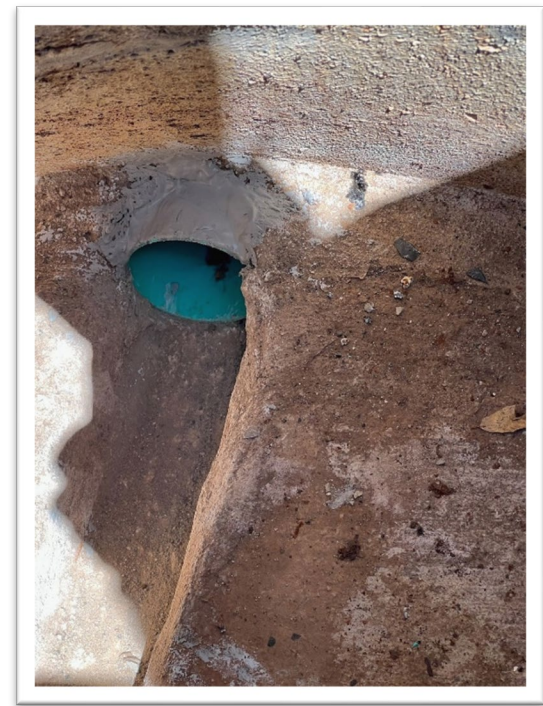
Description	Total
Sanitary Sewer Spills (SSO)	0
SSO Gallons Spilled	0

## Maintenance and Repair

- **Routine Tasks**
  - Weekly lift station site inspections (PMCS)
  - Added degreaser and odor control to lift stations.
  
- **Lift Stations**
  - Cleaned and Inspected: LS5, LS6, LS7, LS8, LS14
  - Manhole Inspections LS9, LS10, Groveland.
  - Rewired UPS at LS4 for stability.
  - Root removal at LS14.
  - Remove remaining winter storm logs and branches at LS11.
  - Reconfigured ARV plumbing at LS13. Recalibrated pressure transducer.
  - Repair check valves at LS16.
  
- **Collection System**
  - Flushed/Jetted gravity sewer line areas.
  - Groveland, Bass Pond, Twin Pines Easement monthly manhole inspections.
  - Sewer later excavation and inspection for I&I at 13301 Clements Rd.
  - Haul 84 yards of fill dirt to Unit 12 for CIP project.
  - Odor complaint at U15/L86.
  - Repair and upgrade sewer connection at 20244 Lower Skyridge Dr.

Pictures

New sewer install – Repairing damaged sewer lateral caused by homeowners contractor



## General Maintenance Division

### Maintenance By Department

- **Operations Department**

- 2G Water Treatment Plant
  - Exercise generator.
  - Clean and exercise ARV's.
  - Greased booster pumps and motors.
- Big Creek Water Treatment Plant
  - Exercise generator.
  - R&R Flow Meter, calibrate, and check for leaks.
  - R&R chlorine contact tank sample pump.
- AWS
  - Landscaping/cleanup at Dunn Ct.
- STP
  - Recalibrate VFD's.
  -

- **Maintenance Department**

- Equipment
  - Shop tool maintenance and cleaning.
  - Monthly Inspect and run at operating temperatures...
    - Rain for Rent, Sullair, Vactron, Cement mixer, Light Tower, STP generator, Dunn Ct Generator, AWS Generator, Standby Generator, Highlands Generator.

#### Vehicles

- 70087: 90 Day Inspection. Repaired broken grab handle.
  - 70981: 90 Day Inspection. Lube, oil, filters. Order tires and brake rotors.
  - 79783: 90 Day Inspection.
  - 70986: Diagnose and repair "Code 3" lights.
  - 52229: Lube, Oil, Filters.
  - 62330: 90 Day Inspection.
  - 62333/12210: 90 Day Inspection
  - 41821: Clean and inspect.
  - 40403: Fluid, belts, and brake Inspection.
  - 60523: 90 Day Inspection
  - 31630: Lube, oil, filters. Cleaned battery and connections and reinstalled.
  - Surplus Vehicles: Remove district equipment and decals.
- Buildings & Yard
    - General yard cleanliness.
    - Vegetation management.

## Parks Division

### Maintenance and Repair

- **Mary Laveroni Community Park**
  - Landscape Maintenance
  - Movies in the park.
  - Daily trash and bathroom maintenance
  
- **Ballfield & Dog Park**
  - Remove dead limbs from trees in dog park.

### Contracted Work

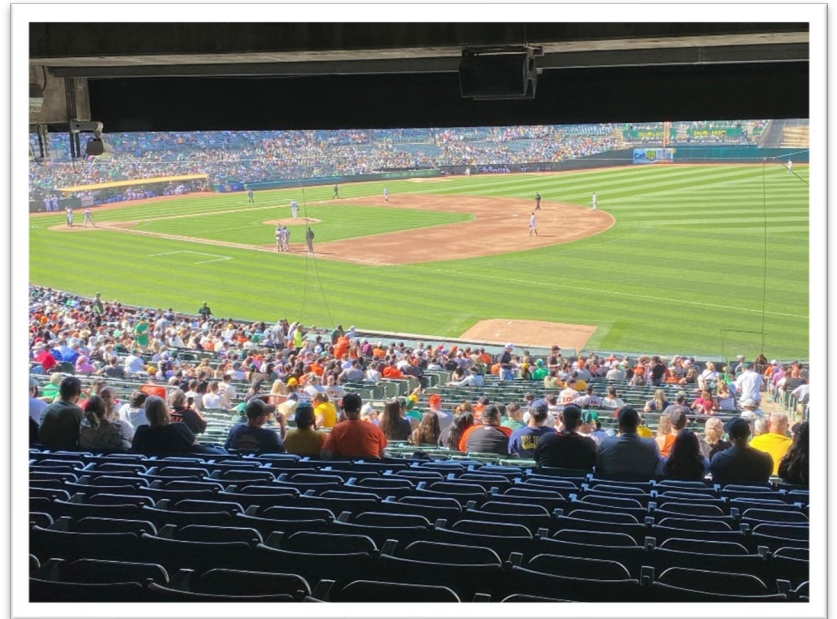
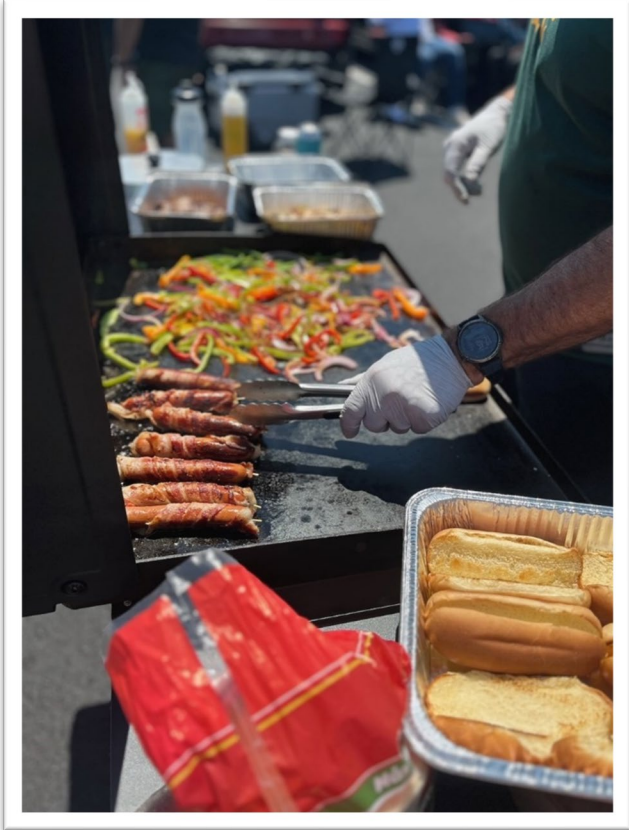
- Moyle Excavation
  - Sewer Mainline replacement – Unit 12
  - Asphalt patch replacements.
- Potable Divers, Inc
  - Tank Inspections
    - Water Tank 3
    - Water Tank 4
    - Big Creek Water treatment Plant ad Chlorine Contact Tank

### Workplace Safety and Training

- Routine Safety Meetings
  - Daily Tailgate Meetings
  - Weekly Safety Meetings
  - Weekly Security Checks
  - Weekly Vehicle Inspection

And Finally, A Little Team Building!

San Francisco Giants vs. Oakland A's – August 5<sup>th</sup>, 2023



**REGULAR MEETING OF THE BOARD OF  
DIRECTORS GROVELAND COMMUNITY SERVICES  
DISTRICT GROVELAND, CALIFORNIA  
August 8, 2023  
10:00 a.m.**

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

**Call to Order**

Director Mora called the meeting to order at 10:01am.

**Approve Order of Agenda**

**Motion**

*It was moved by Director Swan and seconded by Director Kwiatkowski and the motion passed unanimously to approve the order of the agenda.*

**Public Comment**

None

**Information Items**

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

**Staff Reports**

Fire Department Report  
CERT Report  
General Manager's Report  
Operations Manager's Report  
Administrative Services Manager's Report

**Proclamations**

Recognition of Greg Dunn for his 8 Years of Service to the Groveland Community Services District

**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 July 10, 2023, Special Meeting

Approve Minutes from the July 11, 2023, Regular Meeting

Accept June 2023 Payables



Waive Reading of Ordinances and Resolutions Except by Title

**Motion**

*It was moved by Director Swan and seconded by Director Edwards and the motion passed unanimously to approve the consent calendar.*

**Old Business**

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

None.

**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 Commending CAL FIRE Captain Patrick Cohen for his Service and Accomplishments While Serving the Groveland Community Services Fire Department

**Motion**

*It was moved by Director Armstrong and seconded by Director Edwards and the motion passed unanimously to approve Resolution 10-2023 commending Patrick Cohen for his efforts and accomplishments while serving the Groveland Community Services District Fire Department.*

Adoption of a Resolution Approving an Extension of the License and Cost Reimbursement Agreement Between the District and Tuolumne County for Funding an Additional Fire Apparatus and Associated Staffing Co-Located with the Groveland Community Services District Fire Department for One (1) Year

**Motion**

*Board consensus to table this item to September 12, 2023, Regular Meeting.*

Adoption of a Resolution Approving Cooperative Fire Protection Agreement Between the District and CAL FIRE

**Motion**

*It was moved by Director Armstrong and seconded by Director Kwiatkowski and the motion passed unanimously to adopt Resolution 37-2023 approving the Cooperative Fire Protection Agreement between the District and CAL FIRE.*

Adoption of a Resolution Declaring Certain District Property Surplus and Authorizing the Sale of Equipment by Public Bidding Process

**Motion**

*It was moved by Director Kwiatkowski and seconded by Director Armstrong and the motion passed unanimously to adopt Resolution 38-2023 declaring certain district property surplus and authorizing the sale of equipment by public bidding process.*

**Adjournment**

The meeting adjourned at 1130am.

APPROVE:

\_\_\_\_\_  
Nancy Mora, Board President

ATTEST:

\_\_\_\_\_  
Rachel Pearlman, Board Secretary

DRAFT

**SPECIAL MEETING OF THE BOARD OF  
DIRECTORS GROVELAND COMMUNITY SERVICES  
DISTRICT GROVELAND, CALIFORNIA  
August 14, 2023  
10:00 a.m.**

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

**Call to Order**

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

Director Kwiatkowski 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.

Adoption of a Resolution Approving the Department of Forestry and Fire Protection Agreement under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978, and to Authorize the General Manager to Sign and Execute said Agreement and any Amendments on behalf of the District

**Motion**

*It was moved by Director Swan and seconded by Director Armstrong to adopt Resolution 39-2023 approving the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978, and to Authorize the General Manager to Sign and Execute said Agreement and any Amendments on behalf of the District.*

*Ayes: Directors Mora, Armstrong, Edwards, and Swan  
Absent: Director Kwiatkowski*

Director Kwiatkowski joined the meeting at 10:16am.

**Public Hearing**

Conduct Public Hearing Regarding the Adoption of the FY 2023-2024 Final Budget

Director Mora opened the public hearing at 10:54am.

Director Mora closed the public hearing at 11:55am.

Adoption of a Resolution Approving the FY 2023-2024 Final Budget Including Appropriations Limit, Investment of District Funds Policy, Miscellaneous Fee Schedule, Employee Salary Schedule, and Organizational Chart

**Motion**

*It was moved by Director Swan and seconded by Director Edwards to Adopt Resolution 40-2023 Approving the FY 2023-2024 Final Budget including Appropriations Limit, Investment of District Funds Policy, Miscellaneous Fee Schedule, Employee Salary Schedule, and Organizational Chart.*

**Adjournment**

The meeting adjourned at 10:59am.

APPROVED:

\_\_\_\_\_  
Nancy Mora, Board President

ATTEST:

\_\_\_\_\_  
Rachel Pearlman, Board Secretary

DRAFT



# ACCOUNTS PAYABLE CHECK LISTING

August 2023  
Fiscal Year 23/24  
Board Approval Date \_\_\_\_\_

# Accounts Payable Checks



User: mronning@gcsd.org  
Printed: 9/5/2023 11:03:21 AM

Check	Vendor	Vendor Name	Check D	Void	Commi	Description	Amount	Reconcil	Clear Da
22997	ame07	American Red Cross-Health & Safety Serv.	8/3/2023	False	True	Bi-Annual Training-CPR/AED Refresher	\$1,450.35	False	
22998	AT&T M	AT&T Mobility (First Net)	8/3/2023	False	True	Wi-fi monthly fee	\$1,488.07	False	
22999	UB*0323	Carver, John	8/3/2023	False	True	Refund Check 012322-000, 5C/309A 5C/309A	\$11.94	False	
23000	Cascade	Cascade Fire Equipment Co	8/3/2023	False	True	2 ea. Chain saw chaps for Fire Dept	\$732.66	False	
23001	UB*0323	Costa, Gary	8/3/2023	False	True	Refund Check 015404-000, 12853 Mueller Dr 2/468	\$5.38	False	
23002	UB*0323	Crawford, William	8/3/2023	False	True	Refund Check 016188-000, 19526 FERRETTI RD 6/237 M	\$155.14	False	
23003	UB*0323	Harmon, Thomas & Karen	8/3/2023	False	True	Refund Check 016487-000, 12754 Mueller Dr 5/193	\$117.53	False	
23004	UB*0322	Harris, Donald	8/3/2023	False	True	Refund Check 010722-000, 19735 Pleasant View 1/281	\$904.70	False	
23005	ICAD01	Industrial Control and Design, Inc.	8/3/2023	False	True	Service Work for SCADA system	\$18,808.17	False	
23006	UB*0323	Markowski, John Lee	8/3/2023	False	True	Refund Check 010312-000, 20156 Pine Mountain Drive 4/129	\$167.31	False	
23007	UB*0323	Massocco, Leo	8/3/2023	False	True	Refund Check 010583-000, 19285 Pleasant View 1/339 & 340	\$59.19	False	
23008	UB*0323	Ortiz, Jose	8/3/2023	False	True	Refund Check 016602-000, 19712 Butler Way 8/232	\$196.58	False	
23009	UB*0323	Pearson, Robert & Martha	8/3/2023	False	True	Refund Check 014557-000, 20186 PINE MT DR 4/95	\$245.75	False	
23010	UB*0322	Plate, Janice	8/3/2023	False	True	Refund Check 010503-002, 20445 Pine Mountain Drive 3/321	\$2.25	False	
23011	UB*0323	Poncet, Ed	8/3/2023	False	True	Refund Check 010188-000, 19940 PINE MT DR 13/347	\$46.22	False	
23012	UB*0322	Sisemore, Carol	8/3/2023	False	True	Refund Check 006288-000, 12842 Cresthaven Drive 3/440	\$545.94	False	
23013	UND01	Underground Service Alert of Northern California	8/3/2023	False	True	2023 Annual Membership fee and 2022 Billable tickets	\$643.16	False	
23014	USA03	Usa Blue Book	8/3/2023	False	True	3 ea. Asco Solenoid Valve for Treatment plant	\$786.05	False	
23015	WRT01	Wallace, Robert & Todd	8/3/2023	False	True	Services through 7/2/2023	\$5,767.50	False	
23016	UB*0323	Wilson, Heather	8/3/2023	False	True	Refund Check 015921-000, 11900 Ponderosa Lane	\$216.01	False	
23017	Pub01	Public Restroom Company	8/4/2023	False	True	Progress billing for July-Park Restroom	\$23,379.00	False	
23018	AIR01	Airgas USA, LLC	8/11/2023	False	True	Monthly Cylinder Rental-Helium	\$63.10	False	
23019	Alp03	Alpha Analytical Labs, Inc.	8/11/2023	False	True	Operations Lab Testing for Water	\$2,965.00	False	
23020	AME01	American Valley Waste Oil, Inc	8/11/2023	True	True	Vehicle Waste Oil Disposal	\$200.00	False	
23021	ATT02	AT&T	8/11/2023	False	True	Monthly Cal Net phone service	\$102.19	False	
23022	Atl01	Atlas Copco Compressors, LLC	8/11/2023	False	True	Parts for VFD Drive and Pump Installation	\$9,952.10	False	
23023	CAR06	Carbon Copy Inc.	8/11/2023	False	True	Monthly Copier Usage	\$47.59	False	
23024	UB*0324	Chiasson, Daniel	8/11/2023	False	True	Refund Check 017293-000, 11872 Ponderosa Lane	\$44.31	False	
23025	Cin01	Cintas	8/11/2023	False	True	First Aid Supplies	\$200.42	False	
23026	Cle03	CleanSmith Solutions	8/11/2023	False	True	Disinfection/Janitorial Services Monthly	\$6,250.00	False	
23027	DKF01	DKF Solutions Group, LLC	8/11/2023	False	True	Groveland SERP Workbook	\$194.26	False	
23028	don04	Donabedian, Jennifer	8/11/2023	False	True	GM Summit Conference	\$471.86	False	
23029	DRU01	Drugtech Toxicology Services, LLC	8/11/2023	False	True	Consortium DOT Tests	\$330.00	False	

Check	Vendor	Vendor Name	Check D	Void	Commi	Description	Amount	Reconcil	Clear Da
23030	EDIS01	E.D.I.S.	8/11/2023	False	True	Supplemental Health Insurance	\$5,668.02	False	
23031	UB*0324	Evans, Curtis	8/11/2023	False	True	Refund Check 014835-000, 20750 Big Foot Circle 4/355	\$43.73	False	
23032	GCS02	GCS D	8/11/2023	False	True	GCS D Water/Sewer Bill	\$10,288.07	False	
23033	GCS01	GCS D Petty Cash	8/11/2023	False	True	Movies in the Park	\$53.83	False	
23034	GEN01	General Plumbing Supply	8/11/2023	False	True	Stock parts for water dist	\$772.12	False	
23035	GEN02	General Supply Co	8/11/2023	False	True	Fuses for Big Creek Gen	\$154.83	False	
23036	gilb01	Gilbert Associates, Inc.	8/11/2023	False	True	Monthly CPA Services	\$3,800.00	False	
23037	GRA04	Grainger	8/11/2023	False	True	Misc sma11 too1s / parts	\$1,027.72	False	
23038	H&S	H & S Parts and Service	8/11/2023	False	True	Pin Tool - Case Backhoe	\$104.25	False	
23039	HAC01	Hach	8/11/2023	False	True	Chemicals and Misc Items	\$4,034.54	False	
23040	UB*0324	Huang, Sadie	8/11/2023	False	True	Refund Check 017238-000, 19663 BUTLER 8/118 MERG	\$122.69	False	
23041	Hun02	Hunt & Sons, Inc.	8/11/2023	False	True	Fuel & Oil	\$2,264.27	False	
23042	UB*0324	Kiyoi, Kevin & Sarah	8/11/2023	False	True	Refund Check 015591-001, 20304 Pine Mountain Drive 3/196	\$2,398.00	False	
23043	LOW01	Low's Companies, Inc.	8/11/2023	False	True	Fire Dept & Admin Upgrades	\$2,686.10	False	
23044	UB*0324	Martinelli, Leonard & Pilar	8/11/2023	False	True	Refund Check 012863-000, 5/23 Ferretti Road 5/23	\$8.45	False	
23045	mel01	Melchor, Luis	8/11/2023	False	True	General Manager's Summit	\$244.20	False	
23046	met02	Metropolitan Life Insurance Company	8/11/2023	False	True	Monthly LTD Insurance	\$415.25	False	
23047	MOT03	Mother Lode Answering Service	8/11/2023	False	True	Monthly Call Forward/Paging	\$410.68	False	
23048	MOU03	Mountain Oasis Water Systems	8/11/2023	False	True	Bottled Water	\$175.50	False	
23049	NBS01	NBS Government Finance Group	8/11/2023	False	True	Consultung Svs Update of Impact Fee Study for AB602	\$900.00	False	
23050	PGE01	PG&E	8/11/2023	False	True	Monthly Electric Charges	\$795.28	False	
23051	Pin07	Pine Mountain Auto	8/11/2023	False	True	July Auto Parts	\$812.19	False	
23052	pml01	PML Hardware & Supply Inc.	8/11/2023	False	True	Monthly Hardware supplies	\$618.45	False	
23053	pre02	Presidio Systems, Inc	8/11/2023	False	True	Hydro-Vac	\$2,800.00	False	
23054	Pri04	Principal Life Insurance Company	8/11/2023	False	True	Monthly Vision & Life Insurance	\$585.75	False	
23055	SUE01	Ray Suess Insurance & Invst	8/11/2023	False	True	Debra Percoco Medicare	\$4,691.90	False	
23056	Rig01	Right Now Couriers	8/11/2023	False	True	Monthly Courier Service	\$780.00	False	
23057	Ron01	Rudy, Roni Lynn	8/11/2023	False	True	Social Media Management	\$2,730.25	False	
23058	SIE03	Sierra Motors	8/11/2023	False	True	Paint	\$19.28	False	
23059	Sprbrk	Springbrook Holding Company LLC	8/11/2023	False	True	Monthly Civic Pay C/C Pmt Fees	\$1,391.50	False	
23060	STA02	State Wtr. Res. Control	8/11/2023	False	True	Al Deshaies Water D2 Certification	\$65.00	False	
23061	UB*0324	Thorson, Tracy	8/11/2023	False	True	Refund Check 008248-000, 19372 JAMES CIR 2/366	\$75.61	False	
23062	TUO01	Tuo. Co. Public Power Agency	8/11/2023	False	True	Monthly Public Power Purchase	\$30,887.33	False	
23063	ULI01	ULINE, Attn AR	8/11/2023	False	True	Plastic Folding Chairs, desk, she1f	\$2,681.52	False	
23064	UNI01	Union Democrat	8/11/2023	False	True	Newspaper advertising	\$126.00	False	
23065	UNI05	Univar Solutions	8/11/2023	False	True	Pure and Natural Salt Bad 114	\$10,641.88	False	
23066	ups9	UPS	8/11/2023	False	True	Shipping	\$67.72	False	
23067	UB*0324	Van Riet, Gerrit Peter	8/11/2023	False	True	Refund Check 011717-001, 20193 Upper Skyridge	\$741.63	False	
23068	Wells	Wells Fargo Vendor Financial Services, LLC	8/11/2023	False	True	Drive15/32 Monthly Lease on Admin Copier	\$359.28	False	
23069	UMP01	UMPQUA Bank Comm Card Ops	8/9/2023	False	True	Monthly credit card purchases	\$20,514.68	False	
23070	49er	49er Communications	8/22/2023	False	True	18" antennas	\$340.73	False	
23071	ALL09	Alliance Laundry Systems	8/22/2023	False	True	Laundry Machine Service	\$497.58	False	
23072	am01	AM Consulting Engineers, Inc.	8/22/2023	False	True	July 2023 Projects	\$32,922.38	False	

Check	Vendor	Vendor Name	Check D	Void	Commi	Description	Amount	Reconcil	Clear Da
23073	ATT02	AT&T	8/22/2023	False	True	Monthly Cal Net phone service	\$109.03	False	
23074	ATT03	AT&T	8/22/2023	False	True	Monthly Internet Uverse	\$602.47	False	
23075	ATTL0	AT&T (Internet)	8/22/2023	False	True	Monthly Fiber Internet-Operations	\$594.52	False	
23076	AT&T M	AT&T Mobility (First Net)	8/22/2023	False	True	Monthly Field Cell Phone fee	\$1,463.61	False	
23077	Atl01	Atlas Copco Compressors, LLC	8/22/2023	False	True	WWTP blower repair	\$640.00	False	
23078	BEN03	Benchmark Engineering	8/22/2023	False	True	HH Railroad Project/ Survey Contract	\$4,240.00	False	
23079	Com04	Comphel Heating & Air Conditioning, Inc.	8/22/2023	False	True	Annual Maintenance	\$1,102.50	False	
23080	CWEA	CWEA	8/22/2023	False	True	A. Marshall Membership Fees	\$221.00	False	
23081	Days	Day's Generator Service, Inc.	8/22/2023	False	True	Payment #6	\$61,503.00	False	
23082	Du-A01	Du-All Safety, LLC	8/22/2023	False	True	Consultation Safety Program	\$900.00	False	
23083	FOO01	Foothill-Sierra Pest Control	8/22/2023	False	True	Quarterly Pest Control	\$300.00	False	
23084	GEN01	General Plumbing Supply	8/22/2023	False	True	MH Frame and Cover / Sewer G5 lids	\$957.70	False	
23085	GRA04	Grainger	8/22/2023	False	True	Tubes for handtruck	\$18.88	False	
23086	H&S	H & S Parts and Service	8/22/2023	False	True	Backhoe tooth pin removal tool	\$104.25	False	
23087	Hum02	Humana Insurance Company	8/22/2023	False	True	Dental Insurance-Monthly	\$2,874.14	False	
23088	ICAD01	Industrial Control and Design, Inc.	8/22/2023	False	True	SCADA data points	\$975.00	False	
23089	JSW02	J.S. West Propane Gas	8/22/2023	False	True	Propane	\$447.05	False	
23090	Kam02	Kampa, Peter	8/22/2023	False	True	2023 GM Leadership Summit	\$227.94	False	
23091	Met03	Metro Presort	8/22/2023	False	True	Monthly UB Statement Processing	\$2,099.68	False	
23092	MOO01	Moore Bros. Scavenger Co., Inc.	8/22/2023	False	True	Garbage Service	\$889.39	False	
23093	NBS01	NBS Government Finance Group	8/22/2023	False	True	July-23 Water & Sewer Rate Study	\$875.00	False	
23094	SFPUC	San Francisco Public Utilities Commission	8/22/2023	False	True	Monthly Water Purchase	\$16,135.06	False	
23095	Sol01	Solenis LLC	8/22/2023	False	True	For WWTP/Sludge Press	\$4,829.91	False	
23096	Sta15	Staples Credit Plan	8/22/2023	False	True	Office Supplies	\$409.34	False	
23097	Tuo14	Tuolumne County Recorder	8/22/2023	False	True	Monthly subscription to County Records	\$243.50	False	
23098	ups9	UPS	8/22/2023	False	True	Shipping Costs	\$32.46	False	
23099	Fas02	Fastenal	8/22/2023	False	True	Janitorial Supplies	\$242.71	False	
23100	Cro04	Crook Logging Inc.	8/23/2023	False	True	March 1 to June 25, 2023 Infrastructure Fuel Reduction Project	\$314,463.50	False	
23101	BLU01	Anthem Blue Cross	8/31/2023	False	True	Monthly Group Health Ins.	\$25,204.92	False	
23102	UB*0325	Bruce, Terry & Val	8/31/2023	False	True	Refund Check 005033-005, 18767 Back St	\$55.70	False	
23103	UB*0325	Burgess, Jacqueline	8/31/2023	False	True	Refund Check 011656-000, 12308 TOWER PEAK 13/370	\$169.42	False	
23104	UB*0325	Castro, Josephine	8/31/2023	False	True	Refund Check 006639-000, 20511 ECHO CT 3/54	\$130.81	False	
23105	DKF01	DKF Solutions Group, LLC	8/31/2023	False	True	Virtual Classroom Training on Surface Water	\$1,200.00	False	
23106	GRA04	Grainger	8/31/2023	False	True	Shop tool	\$116.70	False	
23107	Hun02	Hunt & Sons, Inc.	8/31/2023	False	True	Fuel & Oil	\$5,081.11	False	
23108	UB*0325	Hunter, John and Sandra	8/31/2023	False	True	Refund Check 013163-000, 13145 JACKSON MILL 7/261	\$210.86	False	
23109	UB*0324	Hunter, Trustee, Maureen	8/31/2023	False	True	Refund Check 016822-000, 19220 Pleasant View 5/42	\$55.86	False	
23110	UB*0325	MCB Homes, Inc.	8/31/2023	False	True	Refund Check 017520-000, 18958 Digger Pine Street 7/241	\$2.04	False	
23111	met02	Metropolitan Life Insurance Company	8/31/2023	False	True	Monthly LTD Insurance	\$415.25	False	
23112	UB*0325	Millen, Richard & Mary	8/31/2023	False	True	Refund Check 006744-000, 19727 Elder Lane	\$58.21	False	
23113	Moy02	Moyle Excavation Inc.	8/31/2023	False	True	Claim #7 for Downtown Groveland/BOF Sewer Project	\$414,358.60	False	
23114	UB*0324	Offers, LLC, Cash	8/31/2023	False	True	Refund Check 017344-000, 18974 HWY 120 #GROV	\$144.02	False	
23115	pot01	Potable Divers, Inc.	8/31/2023	False	True	Dist tank cleaning/Inspection T3,T4, BC Clearwell & CCT cleaning	\$7,500.00	False	



Check	Vendor	Vendor Name	Check D	Void	Commi	Description	Amount	Reconcil	Clear Da
23116	Pri04	Principal Life Insurance Company	8/31/2023	False	True	Monthly Vision & Life Insurance	\$620.09	False	
23117	UB*0325	Sharpe, Alexander & Barbara	8/31/2023	False	True	Refund Check 011148-000, 19401 REID CIR 5/59	\$209.64	False	
23118	Sna01	Snap-on Attn: Kyle	8/31/2023	False	True	Shop Tools	\$112.34	False	
23119	UB*0324	Spells, Harry & Edolina	8/31/2023	False	True	Refund Check 015108-000, 19918 PINE MT DR 13/358	\$9.16	False	
23120	STA02	State Wtr. Res. Control	8/31/2023	False	True	A. Trujillo OP#38015 Renewal	\$90.00	False	
23121	ups9	UPS	8/31/2023	False	True	Shipping Late Fee	\$2.55	False	
23122	USA03	Usa Blue Book	8/31/2023	False	True	Pressure relie valves / Odor ctrl blocks	\$1,567.37	False	
23123	WRT01	Wallace, Robert & Todd	8/31/2023	False	True	Project # 08541.02 Clean CA	\$4,067.88	False	
23124	WHI03	White Brenner, LLP	8/31/2023	False	True	Legal Services 07/2023	\$3,344.20	False	
23125	WIN01	Winner Chevrolet	8/31/2023	False	True	2023 Chevy Silverado K1500 - Truck #8 replacement	\$43,598.37	False	
115887	OE3	Operating Engineers Local #3	8/3/2023	False	True	PR Batch 00001.08.2023 Oper Engin Union Dues	\$395.98	False	
115888	OE3	Operating Engineers Local #3	8/16/2023	False	True	PR Batch 00002.08.2023 Oper Engin Union Dues	\$395.98	False	
902648	CAL09	CalPers 457 Plan Administrator	8/3/2023	False	True	PR Batch 00001.08.2023 CalPers Def Comp	\$1,153.85	False	
902649	EDD01	EDD - Electronic	8/3/2023	False	True	PR Batch 00001.08.2023 State Income Tax	\$3,450.90	False	
902650	FedEFTP	Federal EFTPS	8/3/2023	False	True	PR Batch 00001.08.2023 Medicare Employer Portion	\$19,175.91	False	
902651	Orion	Orion Portfolio Solutions	8/3/2023	False	True	PR Batch 00001.08.2023 Orion 457	\$2,525.00	False	
902652	PER01	Pers - Electronic	8/3/2023	False	True	PR Batch 00001.08.2023 PEPR Employee	\$12,958.51	False	
902653	CAL09	CalPers 457 Plan Administrator	8/16/2023	False	True	PR Batch 00002.08.2023 CalPers Def Comp	\$1,153.85	False	
902654	EDD01	EDD - Electronic	8/16/2023	False	True	PR Batch 00002.08.2023 Employmt Training Tax	\$3,691.34	False	
902655	FedEFTP	Federal EFTPS	8/16/2023	False	True	PR Batch 00002.08.2023 FICA Employer Portion	\$19,911.26	False	
902656	Orion	Orion Portfolio Solutions	8/16/2023	False	True	PR Batch 00002.08.2023 Orion 457	\$2,525.00	False	
902657	PER01	Pers - Electronic	8/16/2023	False	True	PR Batch 00002.08.2023 PERS Employer Exp.-Classic	\$14,713.53	False	
						Payroll Direct Deposit	\$95,201.11		
						TOTAL AUGUST ACCOUNTS PAYABLES	\$1,330,146.93		



## **BOARD MEETING AGENDA SUBMITTAL**

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**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** September 12, 2023

**SUBJECT:** Agenda Item 4D: Adoption of a Resolution Accepting a 20 Foot Exclusive Sewer Easement Grant Deed from Christina D. Baines and Wayland Gee, APN 091-130-041-000

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### **RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 41-2023 accepting a 20-foot Exclusive Sewer Easement Grant Deed from Christina D. Baines and Wayland Gee, APN 091-130-041-000.*

### **BACKGROUND:**

District policy delegates authority to the General Manager to negotiate certain easement agreements and grant deeds with property owners in the case where easement property rights are needed or required by the District for utilities and other purposes. Board ratification of such easement deeds and agreements are required prior to recordation.

In the above matter, the property owners desire to abandon a Public Utility Easement between two parcels they own, and in exchange for District approval, are offering to dedicate an exclusive sewer easement in a location desired by the District. The appropriate applications, deposits and legal documents have been prepared, accepted by the District and approved by the General Manager. The easement dedication package is attached to this submittal.

### **ATTACHMENTS:**

1. Resolution 41-2023
2. Exclusive Sewer Easement Grant Deed
3. Easement Agreement

### **FINANCIAL IMPACT:**

There is no cost to the District for acquisition of this easement, and the owner pays the cost of engineering review and recordation at the County.

**RESOLUTION 41-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ACCEPTING A 20 FOOT EXCLUSIVE SEWER EASEMENT GRANT DEED FROM CHRISTINA D. BAINES AND WAYLAND GEE, APN 091-130-041-000**

**WHEREAS**, property owner Christina d. Baines and Wayland Gee (Owners) has requested the District abandon its interest in a Public Utility Easement between parcel 091-130-041-000; and

**WHEREAS**, future public sewer installation plans in the area of the above mentioned property require access for public sewer installation, operation and maintenance in the future on a different portion of the property than the location of the Public Utility Easement to be abandoned; and

**WHEREAS**, the Owner has agreed to develop and dedicate to the District a 20 foot wide exclusive sewer easement in the name of the District in a location acceptable to the District; and

**WHEREAS**, the General Manager has accepted the easement by grant deed in accordance with the authority conveyed in District policy, subject to ratification by the Board, and to which shall be attached a Certificate of the Secretary of the Board certifying the fact that said resolution was duly adopted by the Board of Directors of the District at a meeting called and held pursuant to the Brown Act on a specified date by the specified vote, and certifying to the fact that said resolution is valid and in full force and effect and has not been revised by the Board of the District since the date of its adoption; and

**WHEREAS**, no compensation is to be paid by the District for said easement.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby:**

1. Accept the Easement Grant Deed from Christina d. Baines and Wayland Gee, APN 091-130-041-000, as detailed and depicted in the attached District Easement Agreement, Exhibits A and B.
2. Approve the attached Easement Agreement – Public Utility Easement
3. Direct the preparation of the Certificate of Secretary verifying easement acceptance, which shall be recorded with this Resolution, the Grant Deed and Easement Agreement in the Office of the County Recorder in Tuolumne County.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY**

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 12, 2023, by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVE:

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Nancy Mora, Board President

ATTEST:

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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 September 12, 2023.

DATED: \_\_\_\_\_

Exhibit A

Upon recording send copy to:

Groveland Community Services District  
Post Office Box 350  
Groveland, CA 95321

EASEMENT GRANT

The undersigned, Christina D. Baines and Wayland Gee, Grantor, for A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to the GROVELAND COMMUNITY SERVICES DISTRICT, a community services district of the State of California, Grantee, an easement to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove sewer lines and appurtenances thereof with the right of ingress and egress to and from the same through that certain parcel of land owned by Grantor, situate in the Unincorporated area of the County of Tuolumne, State of California, more particularly described as follows:

See Exhibit "B" attached.

Grantor reserves the right to fully use and enjoy the said easement strip provided, however, that Grantor shall not construct or maintain the whole or any part of any permanent structure on the strip which would impair or interfere with the present or prospective exercise of any of the rights herein granted.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

[Signature]  
Christina D. Baines  
[Signature]  
Wayland Gee  
Wayland Gee

6/16/23  
Date  
06-16-2023  
Date

STATE OF CALIFORNIA )  
COUNTY OF Tuolumne )

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On June 16, 2023 before me, Anita Spencer a Notary Public in and for said County and State, personally appeared Christina D. Baines and Wayland Gee

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
[Signature]

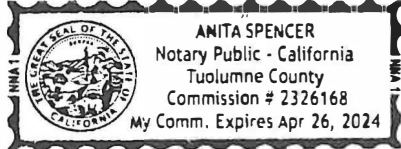


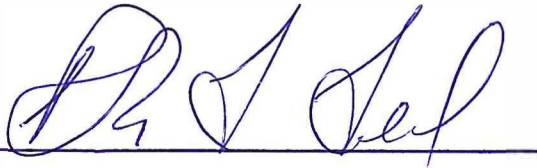
EXHIBIT B

AN EASEMENT FOR SEWER

All that real property situated in the SE 1/4 of Section 9, the SW 1/4 of Section 10, and the NE 1/4 of Section 16, Township 1 South, Range 16 East, M.D.B.&M, in the unincorporated area of Tuolumne County, California, described as follows:

A portion of lot 214, Pine Mountain Lake Unit 2, as shown on that Subdivision Map, recorded in Volume 4 of Subdivisions, at Page 96, Tuolumne County Records, more particularly described as follows:

A 20-ft strip of land lying Northerly of, parallel with, and within the Southerly line of said lot 214, lengthening or shortening at the ends, and containing an area of 0.1235 acres, more or less.

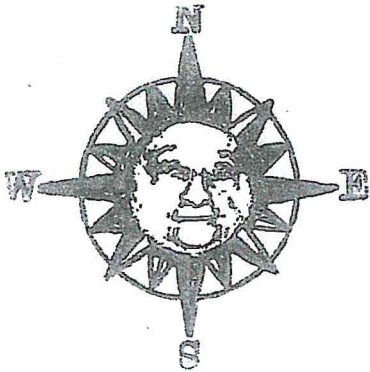


Richard T. Todd, L.S. 5522



# PLOT MAP

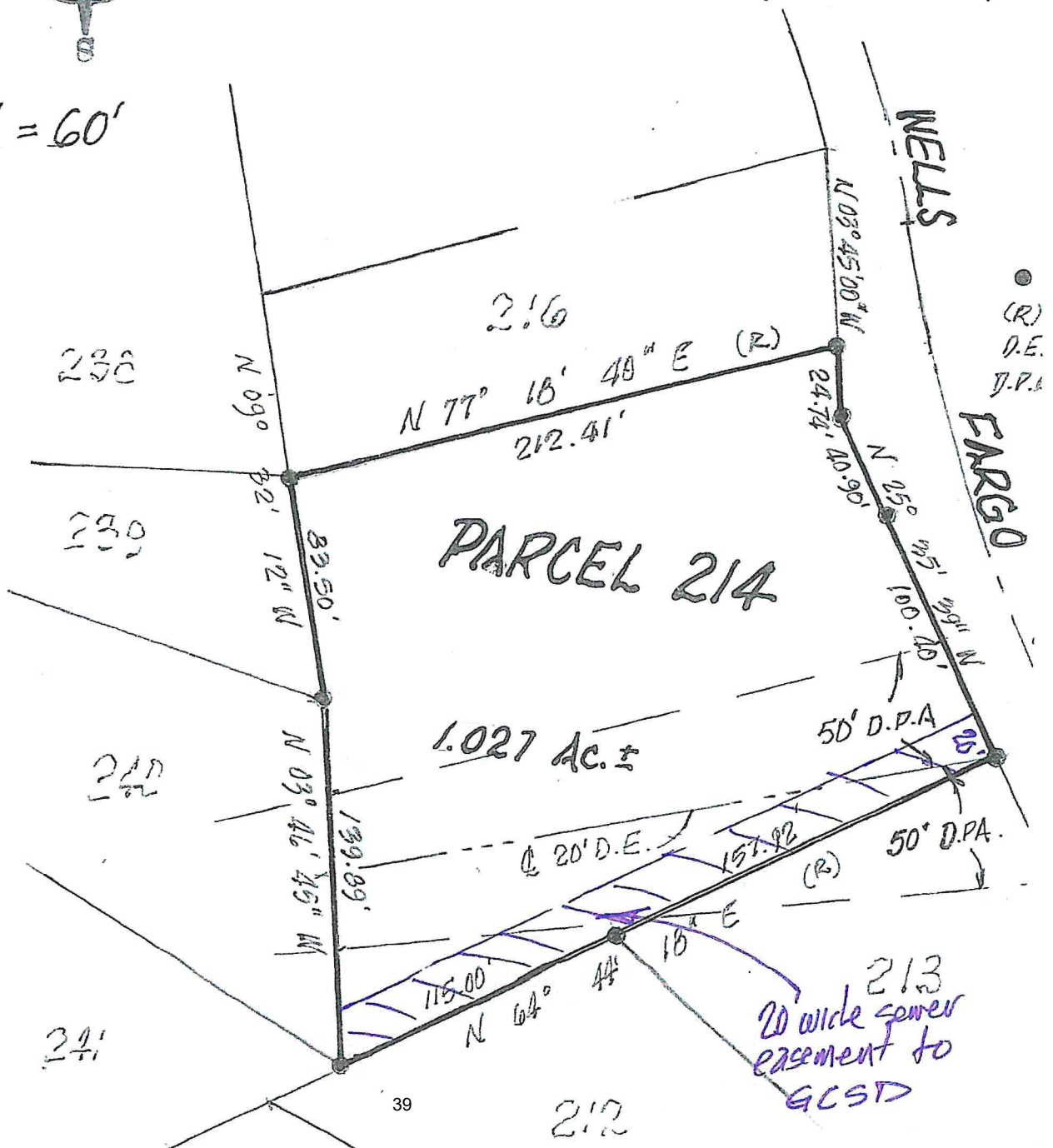
B.O.B.: CALIFORNIA LAMBERT GRID  
 ZONE III per SUB 4-96



1" = 60'

P.I.

A MERGER OF LOTS 214<sup>2nd</sup> &  
 THE SE 1/4 OF SECTION 9, THE



## **EASEMENT AGREEMENT—PUBLIC UTILITY EASEMENT**

This Easement Agreement—Public Utility Easement (“Agreement”) is entered into on the 12 th day of September, 2023, by and between GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (hereinafter referred to as “Grantee” or “District”), and Christina d. Baines and Wayland Gee, (hereinafter referred to as “Grantor”).

### **RECITALS**

1. Grantor is the owner of certain real property located within the jurisdictional boundaries of Groveland Community Services District, located in the County of Tuolumne, State of California (hereinafter the “District”), consisting of property particularly described in Exhibit A which is attached hereto and incorporated herein by this reference (hereinafter the “Property”).
2. Grantor desires to grant a certain real property interest in the form of an easement to District to construct, install, maintain and operate water and/or sewer system improvements to serve the Property, together with the right of ingress and egress from the Property (hereinafter the “Easement”).
3. Grantee District hereby finds that it is in the public interest to enter into this Easement Agreement in order to provide the necessary water and/or sewer system improvements to the Property requested by Grantor, and in order to retain continuing property rights to access, maintain, operate, improve, repair, assess, and reconstruct water and/or sewer system improvements to provide services to the Property.

NOW THEREFORE in consideration of the promises and of the mutual obligations and agreements herein contained, the Parties hereto agree as follows:

#### **1. THE PROPERTY**

- A. The legal description of the Easement granted by Grantor to Grantee District pursuant to the terms of this Agreement is attached hereto as Exhibit A and incorporated herein by this reference.
- B. Grantor and District hereby agree that this Easement (including a right of way



for ingress and egress thereto) may be surveyed by a mutually agreed upon licensed surveyor at the sole cost of District, and such survey shall then replace Exhibit A and become a part hereof and shall control and describe the Easement in the event of any discrepancy between such survey and the description contained in Exhibit B hereto.

2. GRANT OF PERPETUAL EASEMENT

A. For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to District a perpetual nonexclusive, easement and right of way in gross for the construction, reconstruction, repair, maintenance, enlargement, testing, removal, and/or operation of a water or sanitary sewer pipeline or pipelines, and all appurtenances thereto, in, under, over, along, above, and across the Property. Said perpetual nonexclusive easement in gross includes, but is not limited to the right to install, operate, maintain, repair, replace, add to, or delete from water/sewer transmission facilities including but not limited to transmission lines, electronic data acquisition and control, communication, and all related appurtenances and work auxiliary thereto, and all incidental rights thereto in, over, under, across, upon, and within the Easement.

B. Grantor also hereby grants to Grantee District a perpetual nonexclusive right of ingress and egress over and across a portion of the Property to the extent necessary to utilize the Easement. These rights of ingress and egress shall exist over that portion of the Property described in Exhibit A attached hereto. Grantor, for itself and its successors and/or assigns, does hereby further grant to Grantee District the unrestricted right, at all times, without notice, to access the easement area and a reasonable area adjacent thereto at any time to repair, replace, inspect, enlarge, change, maintain, test and/or remove the water or sanitary sewer facilities of Grantee District. In so doing, Grantor does hereby grant to Grantee District the right to move, damage, destroy and/or disassemble any landscaping and/or improvements, including but not limited to buildings, fences, asphalt paving, trees, irrigation systems, lighting systems, and/or other similar improvements which might have been installed in said easement area, including improvements installed with the knowledge and consent of Grantee District. Grantee District shall not incur any liability of any nature whatsoever to Grantor or to any person or entity entitled to possession of said Property, or holding a lien against, or security interest in improvements on the Property, due to the activities of Grantee District pursuant to the provisions of this paragraph.

3. TERM

The Easement granted in this Agreement shall be a perpetual easement.

4. USE OF THE PROPERTY

A. Grantor and District agree that District may use the Property only for the purpose of constructing, installing, maintaining, repairing, and operating water/sewer system improvements together with all appurtenances thereto including electronic data acquisition and control, communication and related facilities necessary to provide water/sewer services to the Property.

5. WAIVER OF LIABILITY

A. Grantor, for itself, its successors and assigns, hereby releases and voluntarily waives any and all claims it may have now or in the future against District alleging liability for personal injury or property damage arising out of the District's construction, repair, replacement, maintenance, operation, testing, inspection, enlargement and/or removal of its water or sewer system improvements located within the Easement.

6. MISCELLANEOUS PROVISIONS

A. Grantor represents, covenants and warrants that Grantor is seized of good and sufficient title to the Property and has full authority to enter into and execute this Easement Agreement and convey an easement in gross with respect to the Property to District. Grantor further covenants that there are no undisclosed liens, judgments or impediments of title on the Property that would affect this easement or this Agreement. District represents, covenants and warrants that District has full authority to enter into and execute this Agreement and accept said Easement.

B. It is agreed and understood that this Agreement contains all of the agreements, promises and understandings between the Grantor and District, and there are no verbal or oral agreements, promises or understandings other than those contained in this Agreement. Grantor and District agree that no verbal or oral agreements, promises or understandings other than those contained in this Agreement shall or will be binding upon either Grantor or District. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated under the laws of the State of California.

C. If any portion of this Easement Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such a portion enforceable and, as so modified, such portion of the balance of this Agreement shall continue in full force and effect.

D. If either party hereto institutes any action or proceeding in court to enforce any provision hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fee for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

E. In addition to the other remedies provided for in this Agreement and by law, Grantor agrees that District shall be entitled to a remedy of injunction for any violation of any of the covenants, conditions or provisions contained herein.

IN WITNESS WHEREOF, Grantor and District have duly executed this Easement Agreement on the date and year first above written.

Grantor:

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

Grantee:

GROVELAND COMMUNITY SERVICES DISTRICT

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

**TO:** GCSO Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** September 12, 2023

**SUBJECT:** Agenda Item 4E: Adoption of a Resolution Approving a Maintenance Agreement with Groveland Sports Zone for Leon Rose Ball Field

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**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 42-2023 Approving a Maintenance Agreement with Groveland Sports Zone for Leon Rose Ball Field.*

**BACKGROUND:**

Leon Rose Ballfield (Ballfield) is part of the District's park system and the District is responsible for the upkeep and maintenance of the field. The funds available for the maintenance of the Ballfield are derived solely from ad valorem property taxes in an amount insufficient to cover the current cost of maintenance and repairs necessary for safe use of Ballfield. In March of 2021 the District entered into a one (1) year Service Agreement with Groveland Outdoor Zone, LLC and Hamm's Carpet Cleaning, a Sole Proprietor for the upkeep and maintenance of Leon Rose Ballfield.

The Contractor's have approached the District with a good-will proposal for the upkeep and maintenance of the Ballfield in exchange for the ability to use the Leon Rose Ballfield for specified organized sports events and related activities which are consistent with the mission and service levels desired by the District and are described herein; and

The Contractor has agreed to assist in fundraising and related activities to provide funds to cover Ballfield operating expenses, and provide labor and materials restore the Ballfield to a safe, playable condition prior to use.

The District recognizes the mutual public benefits of this arrangement and desires to enter into an agreement with the Contractor's to memorialize their collective commitment to maintenance and upkeep of Leon Rose Ballfield.

**ATTACHMENTS:**

1. Resolution 42-2023
2. Maintenance Agreement
3. Insurance Binder

**FINANCIAL IMPACT:**

There is no cost to the District.

## RESOLUTION 42-2023

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ADOPTION OF A RESOLUTION APPROVING A MAINTENANCE AGREEMENT WITH GROVELAND SPORTS ZONE FOR LEON ROSE BALL FIELD

**Whereas**, Leon Rose Ballfield (Ballfield) is part of the District's park system and the District is responsible for the upkeep and maintenance of the field; and

**Whereas**, The funds available for the maintenance of the Ballfield are derived solely from ad valorem property taxes in an amount insufficient to cover the current cost of maintenance and repairs necessary for safe use of Ballfield and;

**Whereas**, The ad valorem taxes allocated to the Parks Fund has gradually been reduced as the expenses of the fire department increased in recent years, far in excess of the increases of property taxes received; and

**Whereas**, Contractor has approached the District with a good-will proposal for the upkeep and maintenance of the Ballfield in exchange for the ability to use the Leon Rose Ballfield for specified organized sports events and related activities which are consistent with the mission and service levels desired by the District and are described herein; and

**Whereas**, Contractor has agreed to assist in fundraising and related activities to provide funds to cover Ballfield operating expenses, and provide labor and materials for ongoing upkeep and maintenance; and

**Whereas**, The District recognizes the mutual public benefits of this arrangement and desires to enter into an agreement with Contractor to memorialize their collective commitment to maintenance and upkeep of Leon Rose Ballfield; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, GCSD and Contractor agree as follows:

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

**Contractor shall provide the following:**

1. Provide the District with documentation of insurance meeting the requirements of this Agreement.
2. Repair and Maintenance of the dugouts.
3. Repair and Maintenance of the catcher's box.
4. Repair and Maintenance of the fencing.
5. Repair and Maintenance of the irrigation lines/sprinkler heads.
6. Maintenance of the infield and outfield.
7. The upkeep of the weeds in the infield, ~~6~~ on the fence line, and the warning track.

8. Repair and Maintenance of the parking facilities.
9. Provide the District with the schedule of games and other events to ensure that the restroom facilities are maintained and opened by the District.
  - a. The scope and schedule of events other than organized sports activities shall get advance approval by the District prior to advertising.
10. Remove trash after use of the ballfield.
11. If any new structures are built, they must be coordinated with and approved by the District and follow county permits.
12. Pay \$25 fee to the District for the Stadium lights when in use.
13. Plan, schedule, organize, advertise, direct, and supervise all organized sports and related activities on the Ballfield.
14. All repairs must be approved by the District Operations Manager.
15. Notification of completed work and/or repairs subject to District inspection prior to public use.

**Groveland Community Services District shall provide the following:**

1. The water expense for the field and the restrooms will be covered by the District.
2. The upkeep and maintenance of the restroom facilities.
3. The mowing of the outfield.
4. Repair of the infield and outfield.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 12, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

---

Nancy Mora, Board President

ATTEST:

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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 September 12, 2023.

DATED: \_\_\_\_\_



**SERVICES AGREEMENT  
BETWEEN THE GROVELAND COMMUNITY SERVICES DISTRICT AND GROVELAND  
OUTDOOR ZONE, LLC AND HAMM’S CARPET CLEANING, A SOLE PROPRIETOR FOR THE  
UPKEEP AND MAINTENANCE OF LEON ROSE BALLFIELD**

This Services Agreement (“**Agreement**”) is entered into by and between the Groveland Community Services District, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (“**GCSD**”) and Groveland Outdoor Zone, LLC and Hamm’s Carpet Cleaning, a Sole Proprietor, herein collectively referred to as Contractor.

**RECITALS**

**Whereas**, Leon Rose Ballfield (Ballfield) is part of the District’s park system and the District is responsible for the upkeep and maintenance of the field; and

**Whereas**, The funds available for the maintenance of the Ballfield are derived solely from ad valorem property taxes in an amount insufficient to cover the current cost of maintenance and repairs necessary for safe use of Ballfield and;

**Whereas**, The ad valorem taxes allocated to the Parks Fund has gradually been reduced as the expenses of the fire department increased in recent years, far in excess of the increases of property taxes received; and

**Whereas**, Contractor has approached the District with a good-will proposal for the upkeep and maintenance of the Ballfield in exchange for the ability to use the Leon Rose Ballfield for specified organized sports events and related activities which are consistent with the mission and service levels desired by the District and are described herein; and

**Whereas**, Contractor has agreed to assist in fundraising and related activities to provide funds to cover Ballfield operating expenses, and provide labor and materials for ongoing upkeep and maintenance; and

**Whereas**, The District recognizes the mutual public benefits of this arrangement and desires to enter into an agreement with Contractor to memorialize their collective commitment to maintenance and upkeep of Leon Rose Ballfield; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, GCSD and Contractor agree as follows:

1. **DEFINITIONS**

1.1. “**Scope of Services**”: Such restoration and maintenance services, insurances and indemnification as are set forth in Contractor’s proposal to GCSD attached hereto as Exhibit A and incorporated herein by this reference.

1.2. “**Schedule of Work**”: attached hereto as Exhibit B Contractor shall establish a schedule agreeable to the District that identifies what work and other items are to be completed.; A schedule of events and activities to be held shall be delivered to GCSD prior to beginning of public use of Ballfield for organized play. A preliminary use schedule is attached hereto as Exhibit C.

2. TERM.

The term of this Agreement will commence on September 12, 2023, and will expire on September 12 2024, unless terminated sooner in accordance with Section 3 of this Agreement; provided, however, this Agreement may be renewed for up to two succeeding terms of 12 months each, at the option of GCSD by written notice to Contractor at least thirty (30) calendar days before expiration of any term, of its intention to renew this Agreement. Nothing in this Agreement requires GCSD to renew or extend this Agreement.

3. TERMINATION, SUSPENSION OR ABANDONMENT

3.1 Notwithstanding any other provision of this Contract, this Contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party.

3.2 This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination. For purposes of this subparagraph, the failure to substantially perform in accordance with this Contract includes, but is not limited to, the following:

- (1) The District's failure to provide water service and maintain restroom facilities.
- (2) Contractor’s failure to competently complete the services specified under this Contract, in accordance with District facility standards and specifications, within the time periods specified herein or as reasonably directed by the District.
- (3) Contractor’s or the District's material breach of any representation or agreement contained herein.
- (4) Failure of Contractor to maintain insurance coverage as required in Section 7.

4. CONTRACTOR’S SERVICES

4.1 Contractor shall perform the services identified in the Scope of Services (“**Work**”) to standards established by the District. GCSD shall have the right to request, in writing, changes in the Work. Any

such changes mutually agreed upon by the parties, and any corresponding plan for implementation and associated funding, shall be incorporated by a written amendment to this Agreement.

4.2 Contractor shall perform all Work to the standards acceptable for safe organized play, and to the satisfaction of the District. Contractor shall comply with all applicable federal, state and local laws and regulations.

4.3 Contractor represents that it has, or will secure at its own expense, all personnel and volunteers required to perform the Work. All Work shall be performed by Contractor or under its supervision, and all personnel engaged in the Work shall undergo safety consultation by the District if serving as volunteers for the District in conducting the work.

4.4 Contractor agrees to be fully responsible to GCSD for the acts and omissions of itself and of persons either directly or indirectly volunteering or employed by them.

## 5. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to GCSD, a wholly independent contractor and not an employee of GCSD. Contractor shall have no power to incur any debt, obligation, or liability on behalf of GCSD or otherwise to act on behalf of GCSD as an agent. GCSD and its agents shall have supervision over the conduct of Contractor or any of Contractor's volunteers or employees, to ensure such conduct is in compliance with the ordinances, policies, procedures, standards and mission of the District, including as set forth in this Agreement. Contractor shall not represent that it is, or that any of Contractor's volunteers, agents or employees are, in any manner employees of GCSD.

## 6. INDEMNIFICATION AND RISKS

6.1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend GCSD, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or any of its officers, volunteers, employees, servants, or subcontractors in the performance (or non-performance) of the Work or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of GCSD's choice.

6.2. GCSD does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by GCSD, or the deposit with GCSD, of any insurance policy or certificate required pursuant to this Agreement. Contractor's obligations to defend, hold harmless, and indemnify GCSD will apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

6.3. Contractor assumes all risk, hazards and conditions encountered in the performance of the work. Contractor further agrees not to hold GCSD responsible for any damage, loss or expense incurred by Contractor through the fault of any other contractor or agent hired by or for GCSD. All equipment hired

or provided by GCSD relating to the Work will be hired “wet”—meaning Contractor will be responsible for fuel and maintenance of all such equipment. Any damage to such equipment is at Contractor’s sole expense.

## 7. INSURANCE

7.1. Contractor will not commence coaching and/or organized sporting events until all insurance required pursuant to this Agreement is obtained at Contractor’s own expense. Contractor shall furnish certification of insurance prior to proceeding with any coaching and/or sporting events. Such insurance must have the approval of GCSD as to limit, form and amount. During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor’s performance of coaching and/or organized sporting events or this Agreement (or both). Such insurance shall be of the types and in the amounts as set forth below:

7.1.1. The Contractor shall maintain Commercial General Liability Insurance on an occurrence basis including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage and Independent Contractors Liability Coverage with limits not less than the following:

\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal & Advertising Injury
\$100,000	Damage to Premises Rented to You

7.2. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, GCSD may immediately terminate this Agreement.

7.3. At all times during the term of this Agreement, Contractor shall maintain on file with GCSD a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming GCSD and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of coaching and/or organizing sporting events under this Agreement, file with GCSD such certificate(s).

7.4. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least ten (10) days prior to the expiration of the coverages.

7.5. The general liability policy of insurance required by this Agreement shall contain an endorsement naming GCSD and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled except on thirty days’ prior written notice to GCSD.

7.6. The insurance provided by Contractor shall be primary to any coverage available to GCSD. Any insurance or self-insurance maintained by GCSD and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it as it relates to coaching and/or organized sporting events.

7.7. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend set forth in this Agreement.

8. GENERAL PROVISIONS

8.1. Contractor shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without GCSD's prior written consent, and any attempt to do so shall be void and of no effect. GCSD shall not be obligated or liable under this Agreement to any party other than Contractor.

8.2. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between GCSD and Contractor with respect to the transactions contemplated herein. No other prior oral or written Agreements are binding upon the parties. Amendments to this Agreement shall be effective and binding only if made in writing and executed by GCSD and Contractor.

GROVELAND COMMUNITY  
SERVICES DISTRICT, a political  
subdivision of the State of California

Groveland Outdoor Zone, LLC and Hamm's  
Carpet Cleaning, a Sole Proprietor

By: \_\_\_\_\_  
Peter J. Kampa  
General Manager

By: \_\_\_\_\_  
Name: Dameion Renault  
Title: GOZ, Owner

By: \_\_\_\_\_  
Name: Dan Kohn  
Title: HCC, Owner

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **ON THE HILL SOFTBALL & BASEBALL FIELD – LEON ROSE BALLPARK LEASE PROPOSAL**

**Need:** Though Covid has had innumerable effects on the Groveland and surrounding communities, much of the impact being on families and youth already struggling with a need for interactive activities, our community had already been coping with a lack of recreation. Minimal healthy activities for youth and families to engage in has been a concern for many years. Youth engaging in highly addictive drugs, dangerous sexual behavior, and lacking in motivation is a regular occasion within our community. More solutions to support youth and family engagement is a requirement to overcome years of missing opportunities. The high school has no ballpark to entice added sports, such as baseball and potentially soccer practices, and more.

**History:** The Leon Rose Ballpark (LRB) has seen tournaments in adult softball that brought families together in a healthy manner. The park has seen community events as well as ball games in years past that provided stories that are told with great pride today.

**Narrative:** Groveland Outdoor Zone (GOZ) and Hamm's Carpet Cleaning (HCC) are two small businesses in the local community partnering together to propose our management of the (LRB) in the form of leasing it from Groveland Community Services District (GCSD). The lease and management request is for GOZ and HCC to open opportunities for LRB to hold games, tournaments, fundraiser, practices, and special events. Each of these events would be prioritized for adding more options for healthy community activities, opportunities for the local schools to practice and play games. The opening and use of LRB would provide future fundraising events that can increase the availability as well as options for use of the location.

**Terms:**

**Time frame:** The lease request is for an annual agreement that has priority provided to GOZ and HCC to renew the agreement annually upon successful yearly management of LRB and its events.

**Utilities:** During the first year regular evaluation of needs for utilities will be completed by GOZ and HCC staff, with initial use of or need for utilities such as electricity and water not required for use. GCSD agrees to provide keys for the bathroom facilities. GOZ and HCC agrees to maintain the bathroom facilities and share responsibilities with any entities responsible for the restroom facilities.

**Insurance:** GOZ and HCC agrees to maintain a minimum of \$1 million in liability insurance for the location and possible occurrences.

**Scheduling:** GOZ and HCC will manage all scheduling of events during the lease agreement.

**Commencement:** GOZ and HCC agree to sign a lease agreement and begin management of LRB upon full execution of the lease agreement.

**Keys:** GOZ and HCC requests keys to all field gate locks.

**EXHIBIT “B”**  
**SCHEDULE OF WORK**

**Contractor shall provide the following:**

1. Provide the District with documentation of insurance meeting the requirements of this Agreement.
2. Repair and Maintenance of the dugouts.
3. Repair and Maintenance of the catcher’s box.
4. Repair and Maintenance of the fencing.
5. Repair and Maintenance of the irrigation lines/sprinkler heads.
6. Maintenance of the infield and outfield.
7. The upkeep of the weeds in the infield, on the fence line, and the warning track.
8. Repair and Maintenance of the parking facilities.
9. Provide the District with the schedule of games and other events to ensure that the restroom facilities are maintained and opened by the District.
  - a. The scope and schedule of events other than organized sports activities shall get advance approval by the District prior to advertising.
10. Remove trash after use of the ballfield.
11. If any new structures are built, they must be coordinated with and approved by the District and follow county permits.
12. Pay \$25 fee to the District for the Stadium lights when in use.
13. Plan, schedule, organize, advertise, direct, and supervise all organized sports and related activities on the Ballfield.
14. All repairs must be approved by the District Operations Manager.
15. Notification of completed work and/or repairs subject to District inspection prior to public use.

**Groveland Community Services District shall provide the following:**

1. The water expense for the field and the restrooms will be covered by the District.
2. The upkeep and maintenance of the restroom facilities.
3. The mowing of the outfield.
4. Repair of the infield and outfield.

**EXHIBIT "C"**  
**2023-2024 REGULAR USE SCHEDULE**

Practice Tuesday's at 5pm to when finished

Game Night Wednesday at 5pm to when finished

Saturday Games (as needed/all day events)

If and when Tioga High school has a team we will update the schedule and coordinate with the District.





Terry L. Green & Associates | Sports Insurance Specialist

## INSURANCE PROPOSAL FOR

# Dameion Renault dba Groveland Outdoor Zone Softball

PRESENTED BY:

Rhonda Crook  
TERRY GREEN



**TERRY L. GREEN & ASSOCIATES**  
3100 Five Forks Trickum Road  
Suite 101  
Lilburn, GA 30047  
800-550-5029 x 105  
Direct: 678-205-8046  
FAX: 678-205-8047  
Rhonda@esportsinsurance.com



**Terry L. Green & Associates | Sports Insurance Specialist**

Named Insured: **Dameion Renault dba Groveland Outdoor Zone Softball**

Covered Activities: Amateur Softball  
Based on 50 Participants, 5 Coaches & Volunteers

Insurance Coverage: Commercial General Liability (\$1M OCC/\$3M AGG) **Requires Participant Accident Coverage**  
Participant Accident Medical (\$25,000 Benefit Maximum, Deductible \$1,000)  
*See coverage descriptions and limits for complete information.*

Effective Dates: Annual – TBD

Insurer(s): State National Insurance Company & Sirius Point Insurance

Total Premium: Liability/\$530.00, Participant Accident/\$647.00  
**Total: \$1,177.00**

**Conditions:**

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1. Premium is fully earned and not refundable at inception of policies.
2. **To bind coverage, the following documents must be received prior to the effective date of coverage:**  
The completed/signed application, the signed acceptance of insurance, 5 years currently valued loss history or Signed No Known Loss Letter, Copies of your organizations Waiver and Release, Resume or Bio of Owner, and total premium payment must be received in our office on or before the proposed effective date.  
For your convenience, this information can be sent via email or by fax.
3. Payment by check;  
Email or fax a copy of your completed check made out to: Terry L. Green & Associates.  
\*The check copy will be converted into a one-time ELECTRONIC FUND TRANSFER (EFT).  
Please safeguard your original check. **DO NOT MAIL THE CHECK UNLESS YOU ARE USING A BANK/CASHIERS CHECK OR MONEY ORDER.**  
Credit Card Payment can be made directly at the following website: **\*\*A convenience fee will apply.**  
<https://www.esportsinsurance.net/creditcardpayment>  
All fees charged are fully earned at inception of the policy and will not be returned unless required by applicable law. All fees will be shown separate from premium in our quotes. Insureds are under no obligation to purchase insurance proposed by us including a fee and insurance carriers are under no obligation to bind any insurance proposed in our Quotes. The fees we charge are not required by state law or insurance carrier.
4. Coverage includes coaches, officials, participants, clubs, club members and anyone acting in a volunteer capacity on behalf of the named insured.
5. Insurance applies only to **X** activities. Any fundraising activities operated, sponsored, or directly supervised by the name insured, as well as any ancillary activities and operations, must be reported to Terry L. Green & Associates to verify coverage.
6. Proposal is based upon the information shown on the original application. Any additional activities or events, should they occur, must be reported to Terry L. Green & Associates for underwriting approval. Upon receipt of this information, the underwriters do reserve the right to impose additional premium for any newly reported activities not shown on the original application.
7. **Exclusions include, but are not limited to: Any liability arising out of Hamms Carpet Cleaning, Assault & Battery, Trampolines, Inflatable Devices, Diving Boards, Cheer Stunting and Competitions, Pyramids of more than 1 ½ persons high, Fireworks, Fungi, Bacteria, Asbestos, Total Pollution, ERISA, Lead, Unmanned Aircraft, Communicable Diseases, Employment Practices Liability, Carnivals, Circuses, Fairs, Disclosure of Confidential or Personal Information and Data Liability.**
8. Quotation is valid for 30 days.



Terry L. Green & Associates | Sports Insurance Specialist

**Policy Bind Confirmation**

**NO FLAT CANCELLATIONS**

**Waiver & Release System is in Place:**

(We recommend that you keep a copy of the participants' waivers on file.)

**I accept, on behalf of the Insured**

**Coverage Terms and Conditions:**

I have read and agree to the terms and conditions for this coverage as specified in this proposal document. I understand that the quote document is a summation of the limits, terms, coverage and conditions all of which are superseded by the General liability Master Policy and other policies issued by the carriers.

**I accept, on behalf of the Insured**

**Warranty & Disclosure:**

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the Information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that to the best of my knowledge all information provided is complete, true and correct.

**I accept, on behalf of the Insured**

**Warranty & Disclosure Continued:**

I further acknowledge that; I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance.

**I accept, on behalf of the Insured**

**Office of Foreign Assets Control (OFAC) Disclosure Notice**

This proposal or resulting Policy, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of US economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC), if we determine that any such party is on the "Specially Designated Nationals or Blocked Persons" list maintained by OFAC.

This proposal is for illustrative purposes only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions, and exclusions.

  
Terry Green

--- August 22, 2023-----

**ACCEPTANCE OF INSURANCE:**

This will serve as official notice of our intention to accept the above proposal for insurance coverage in accordance with the conditions stated above and wish to bind coverage.

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ 59

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



Terry L. Green & Associates | Sports Insurance Specialist

# Dameion Renault dba Groveland Outdoor Zone Softball Coverage Limits and Premium

## Commercial General Liability Coverage

**State National Insurance Company**

<b>Annual Policy Premium</b>	<b>\$530.00</b>
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$3,000,000
Deductible	\$ 0
Products and Completed Operations Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Damage to Premises Rented Limit	\$ 300,000
Medical Payments Limit	\$ 5,000
Participant Legal Liability Aggregate	\$1,000,000 *Other than Brian Injury)
Neurodegenerative Injury Occurrence	\$1,000,000
Neurodegenerative Injury – Aggregate	\$1,000,000

Participant Liability is an important feature of this liability policy. The policy provides coverage for lawsuits brought against your organization by players or participants who may have been injured. Other insurance carriers may exclude this important coverage. Our program provides complete Participant Liability coverage, subject to the terms of the policy.

## Participant Accident Coverage

**Sirius Point**

<b>Annual Policy Premium</b>	<b>\$647.00</b>
Accident Medical & Dental Expense Maximum Benefit	\$25,000
Accidental Death & Dismemberment Principal Sum	\$10,000
Deductible	\$ 1,000
Full Excess Policy	



**Terry L. Green & Associates | Sports Insurance Specialist**

**Commercial General Liability Policy Forms:**

CG-DS-GL-CW-0001 (12/20)	Commercial General Liability Declarations
CG-DS-GL-CW-0002 (12/20)	Schedule of Forms and Endorsements
CG-GL-CW-0001 (12/20)	Commercial General Liability Broadened Coverage Endorsement
CG-GL-CW-002 (12/20)	Professional Liability Exclusion (With Limited Exception for Medical Personnel Listed as Additional insured Under this Policy)
CG-GL-CW-0004 (12/20)	Administration of Drugs, Steroids, or Performance Enhancers Exclusion
CG-GL-CW-0006 (12/20)	Additional Insured Endorsement – Amateur Sports
CG-GL-CW-0007 (12/20)	Animal(s) Exclusion
CG-GL-CW-0008 (12/20)	Attendance Limitation Exclusion Endorsement
CG-GL-CW-0009 (12/20)	Child Care Exclusion
CG-GL-CW-0010 (12/20)	Participant vs. Participant Exclusion
CG-GL-CW-0011 (12/20)	Fireworks, Explosives, Pyrotechnic Devices, or Incendiary Device Exclusion (Limited)
CG-GL-CW-0015 (12/20)	Selected Activities Exclusion
CG-GL-CW-0016 (12/20)	Aircraft, Auto or Watercraft Exclusion Amendatory (Limited Exception)
CG-GL-CW-0017 (12/20)	Sports Equipment of Others in Your Care, Custody or Control
CG-GL-CW-0018 (12/20)	Sports Trainer Exclusion
CG-GL-CW-0021 (12/20)	Waiver and Release Condition
CG-GL-CW-0029 (12/20)	Cross Suits Exclusion
CG-GL-CW-0036 (12/20)	Fungi or Bacteria Exclusion (With Stated Exceptions)
CG-GL-CW-0040 (12/20)	Other Insurance Condition Amendatory
CG-GL-CW-0041 (12/20)	Economic Sanctions Endorsement
CG-GL-CW-0044 (12/20)	Chromated Copper Arsenate Exclusion
CG-GL-CW-0053 (12/20)	Anti-Stacking Limitation (Not Applicable if Excess)
CG-GL-CW-0054 (12/20)	Asbestos Exclusion
CG-GL-CW-0058 (12/20)	Additional Insured - Where Required Under Contract Or Agreement (Primary and Non-Contributory)
CG-GL-CW-0059 (12/20)	Additional Insured – Where Required Under Contract or Agreement
CG-GL-CW-0078 (12/20)	Employee Retirement Income Security Act (ERISA) Exclusion
CG-GL-CW-0079 (12/20)	ERISA and Employee Benefits Program Exclusion
CG-GL-CW-0080 (12/20)	Exclusion- Specified Entity (Hamms Carpet Cleaning)
CG-GL-CW-0081 (12/20)	Expected or Intended Injury Exclusion Amendatory
CG-GL-CW-0084 (12/20)	Known, Continuous or Progressive Injury or Damage Exclusion
CG-GL-CW-0090 (12/20)	Lead Exclusion
CG-GL-CW-0091 (12/20)	Liberalization
CG-GL-CW-0107 (12/20)	Radioactive Matter Exclusion
CG-GL-CW-0114 (12/20)	Subsidence Exclusion
CG GL-CW-0118 (12/20)	Wildfire Liability Exclusion
CG-GL-CW-0121 (12/20)	Limited Neurodegenerative Injury Coverage (Sublimit) Including Claims Expenses (Sublimit)
CG-GL-CW-0122 (12/20)	Organic Pathogen, Mold or Fungus Exclusion
CG-GL-CW-0123 (12/20)	Exclusion – Punitive Damages, Fines and Penalties
CG-GL-CW-0125 (12/20)	Limited Participant Liability Coverage - Designated Sport or Athletic Contest or Exhibition
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 21 06 05 14	Disclosure of Confidential or Personal Information and Data Liability Exclusion
CG 21 09 06 15	Exclusion- Unmanned Aircraft
CG 21 32 05 09	Communicable Disease Exclusion
CG 21 47 12 07	Employment Related Practices Exclusion
CG 21 49 09 99	Total Pollution Exclusion Endorsement
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 58 11 85	Exclusion- Described Hazards (Carnivals, Circuses & Fairs)
CG 24 22 04	Amendment of Coverage Territory – Worldwide Coverage



## Terry L. Green & Associates | Sports Insurance Specialist

IL 00 21 09 08	Nuclear Energy Liability Exclusion
IL P 001 01 04	OFAC Notice to Policyholder
SNC-IL-0719-OFAC-N	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy Holders
SNC US Privacy	State National Insurance Company U.S. Consumer Privacy Notice

### Accident and Health Policy Forms:

<b>Form Code:</b>	<b>Name :</b>
SAM-14-5000	Players Health - Master Application Template Generic
OFAC	OFAC Notice.pdf
SAM-14-1000CA	Players Health Blanket Accident Medical Policy - CA
N/A	Sirius America Notice of Privacy Rights
SAM-14-1000CAC	Players Health - Certificate Template CA
SGA-CA	CA Guaranty Notice

**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** September 12, 2023

**SUBJECT:** Agenda Item 6A: Discussion and Update Regarding the Groveland Asset Rehabilitation and Beautification Project Design, Cost Estimate and Bid Documents

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**RECOMMENDED ACTION:**

Staff recommends the following action:

**BACKGROUND:**

In 2022, the district was awarded grant funding for the Groveland Asset Rehabilitation and Beautification Project from the Clean California local grant program administered by Caltrans. The purpose of this funding is to provide infrastructure to support clean and vibrant communities. The Groveland Asset Rehabilitation and Beautification Project involves a number of improvements in upper Mary Laveroni Park including demolition of the existing restroom and replacement with a new multi user and family restroom structure, trash and recycling receptacles, benches, an accessible sidewalk, new YARTS bus shelter, covered picnic tables, drought tolerant landscaping, irrigation improvements and a bike rack. The project also includes the purchase and installation of benches, ground and hanging planters, trash and recycling receptacles downtown, as well as removal of miscellaneous trash and construction materials located on the newly acquired 37 acre parcel.

The purpose of this agenda item is to provide an update to the board add interested public on the status of the project and preliminary design for the construction improvements. Much of this project has been delayed for quite some time as we worked closely with Caltrans to ensure that we followed all required guidelines and purchasing criteria, which were extremely foreign to the district, this being our first Caltrans funding. That being said, we intend to hold a special meeting of the board within the coming 60 days to approve the final plans and specifications and authorize project bidding.

Below you will find 2 pictures showing the status of the restroom construction, being built in Minden NV. The first photograph shows the front of the restroom where you can see two entrance doors, and the door to the mechanical room to the left of the drinking fountain.



The second picture shows the mechanical room where you can see the plumbing network and other mechanical equipment. It is expected that the restroom will be completed and ready for delivery in January 2024.



Included in this report as a [hyperlink](#) are the drawings prepared by our landscape architect and engineer that showed the layout, landscaping, slopes that we are dealing with and schematics for the installation of the various covers, signs, and plantings. You will also find the rough layout of the Jefferson Mine Trail located on the 37 acre parcel to be cleared of shrubbery and stumps to allow pedestrian and bicycle access.

We are prepared to purchase the trash and recycling bins and downtown fixtures.

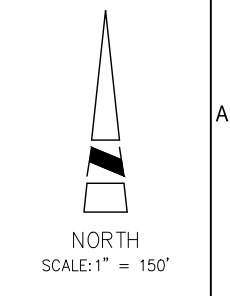
### **ATTACHMENTS:**

1. Preliminary Project Design Drawings
2. Design hyperlink:  
[https://www.gcsd.org/files/3b8abda3a/Item+6A+2023-07-14+WRT\\_GCSD+Mary+Laveroni+Park+Improvements.pdf](https://www.gcsd.org/files/3b8abda3a/Item+6A+2023-07-14+WRT_GCSD+Mary+Laveroni+Park+Improvements.pdf)





34,700 SF  
GRUBBING & CLEARING

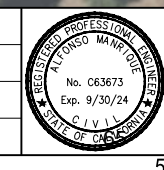


REV	DATE	DESCRIPTION	APPR

VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY PS	PROJECT ENGINEER ALFONSO MANRIQUE
DRAWN BY LA	REG NUMBER C63673
CHECKED BY AM	EXP DATE 09/30/24
DATE 8/21/2023	PROJECT NUMBER CADD STANDARDS



**cm**  
Consulting Engineers  
5150 N. SIXTH ST SUITE 124, FRESNO, CA  
P.559.473.1371 F.559.513.8449

GROVELAND CSD  
MARY LAVERONI COMMUNITY PARK IMPROVEMENTS  
JEFERSON LOOP CLEARING AND GRUBBING

DRAWING  
C-09  
SHEET  
22  
OF 24 SHEETS



## **BOARD MEETING AGENDA SUBMITTAL**

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**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** September 12, 2023

**SUBJECT:** Agenda Item 6B: Adoption of a Resolution Approving a Master Funding Agreement Between the District and Tuolumne County Transportation Council for the Hetch Hetchy Project

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**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 43-2023 Approving a Master Funding Agreement Between the District and Tuolumne County Transportation Council for the Hetch Hetchy Project.*

**BACKGROUND:**

The district was awarded Caltrans funding through the active transportation program (ATP) for the Hetch Hetchy Railroad Trail project. In order to receive allocation of the money for the project, we must either have a master funding agreement with Caltrans or work with a partner using their master funding agreement with Caltrans. We were counseled by Caltrans staff that it could take up to a year for the district to receive its own master funding agreement, which due to the delay could actually jeopardize our funding for the project. We therefore approached the Tuolumne County Transportation Council (TCTC) with a request to partner on this project.

TCTC has been extremely accommodating and has agreed to allow the district to proceed with the project using their Caltrans master funding agreement. To facilitate the process of using their master funding agreement, we must have our own agreement between the district and TCTC. The attached master funding agreement was prepared by TCTC and has been reviewed by district legal counsel, who recommended several non-substantial changes and one substantial change to the draft agreement, which has yet to be approved by TCTC. Our amended form of the agreement is attached and we expect minor revisions and changes prior to its consideration by the TCTC board at their upcoming September meeting.

The resolution approving the agreement has been prepared allowing additional non-substantial amendments to this form of agreement, understanding that changes will likely be made. If substantial changes to the agreement need to be made we will bring this item back to a future meeting for board consideration. Time is of the essence in completing this agreement to stay on schedule with Caltrans 's allocation of funds at their October meeting.

**ATTACHMENTS:**

1. Resolution 43-2023
2. Master Funding Agreement

**FINANCIAL IMPACT:**

There is no fiscal impact associated with this agreement. TCTC will be compensated using administrative allocations contained within the grant funds.

# Master Funding Agreement Between Groveland Community Services District and The Tuolumne County Transportation Council

**Agreement No.** \_\_\_\_\_

This Master Funding Agreement ("Agreement") is made effective \_\_\_\_\_, 2023 by the Tuolumne County Transportation Council, a regional transportation planning agency, hereafter referred to as "**TCTC**", and the Groveland Community Services District, hereafter referred to as "**GCSD**".

WHEREAS, as the Regional Transportation Planning Agency for Tuolumne County, TCTC is held responsible to manage various federal, state and local funding programs, including but not limited to, the State Transportation Improvement Program (STIP); Planning, Programming and Monitoring (PPM); Regional Planning Assistance (RPA); Federal Transit Administration Sections 5310 and 5311 grants; Regional Surface Transportation Program (RSTP); Congestion Mitigation and Air Quality (CMAQ); Transportation Development Act (TDA) Program's Local Transportation Funds and State Transit Assistance Funds, hereafter referred to as the "Funding"; and

WHEREAS, TCTC has an approved Master Funding Agreement ("MFA") with the State of California that guarantees compliance with State and Federal laws, regulations, and requirements; and

WHEREAS, TCTC allows jurisdictions within its region to deliver projects under its MFA with the State; and

WHEREAS, TCTC is required to ensure agencies to whom it allocates Funding to deliver projects under its MFA comply with the policies, procedures and requirements of the specific program that allocates the Funding, such as, but not limited to, Article 19 of the California State Constitution and Sections 133(b) and 133(c) of Title 23, of the United States Code, other regulations, and requirements; and

WHEREAS, GCSD has secured State and Federal transportation funds and has requested to deliver projects under TCTC's MFA; and

WHEREAS, TCTC is willing to enter into an Agreement with GCSD to delineate those certain obligations placed upon GCSD relative to the use of Funding allocated by TCTC.

## Section 1

IT IS MUTUALLY AGREED AS FOLLOWS:

- 1.1. This Agreement shall have no force or effect with respect to any programmed project unless and until a project-specific resolution that allocates funds to the specific project and adopts the terms and conditions of this Agreement has been adopted by TCTC, hereafter referred to as the "Allocating Resolution", and a project-specific supplemental agreement has been executed by both parties.
- 1.2. A financial commitment of Funding from TCTC will occur only following the execution of this Agreement together with the subsequent adoption of an Allocating Resolution.
- 1.3. GCSD shall be responsible for implementing (a) each specific project and its various phases, and (b) the terms and conditions of the respective Funding program and the matching funds provided by GCSD or others as appropriate. Adoption and execution of this Agreement together with adoption of an Allocating Resolution shall be sufficient to bind GCSD to these terms and conditions when performing a project.

- 1.4. A project shall be acquired, designed and constructed: (a) as described in GCSD's Project -specific supplemental agreement and a Project Study Report or equivalent document attached as an exhibit to supplemental agreement; (b) in compliance with all policies, procedures and requirements related to the Funding program; (c) pursuant to such other TCTC procedures as may be applicable; and (d) as specified in this Agreement.
- 1.5. Unless otherwise provided in the Project-specific supplemental agreement, GCSD shall be the lead agency for projects funded pursuant to this Agreement. GCSD is entitled to subcontract any portion of the work it deems necessary to complete projects.
- 1.6. The estimated cost, scope and schedule of each project will be as described in the Project Study Report, grant application or equivalent document, which shall be attached as an exhibit to project-specific supplemental agreement. Funding is limited to the amounts as set forth in the project-specific supplemental agreement. GCSD may award a project contract in excess of the approved estimate contained in the project-specific supplemental agreement, provided that: (a) GCSD provides the necessary additional funding for the excess cost, or (b) GCSD requests a project cost increase and TCTC approves the project cost increase, in accordance with Section 1.10 below.
- 1.7. Subsequent to the inclusion of a project in a plan or program approved by TCTC and GCSD, GCSD may request and receive payment for eligible work as follows:
  - (a) Unless otherwise specified in funding supplemental agreement, TCTC will reimburse GCSD's share of eligible project costs each month upon submittal of signed monthly progress pay invoices for expenditures actually made by GCSD.
  - (b) TCTC funds will not be eligible for any portion of project work performed in advance of the effective date of this Agreement and the effective date of the approved project-specific supplemental agreement.
  - (c) Payments from State or Federal agencies for project expenses may be made directly to GCSD or as a pass-through from TCTC after receipt of funds from State or Federal agencies.
- 1.8. Monthly invoices, an original and one copy, shall be submitted to the TCTC Executive Director on GCSD letterhead and shall include: (a) this Agreement number, (b) project title and number, (c) the progress billing number for the project, (d) appropriate backup documentation to support costs identified, as may be requested by TCTC, and (e) be signed by an authorized representative of GCSD.
- 1.9. Invoices submitted for reimbursement shall not exceed the total allowable project cost, including but not limited to, all planning, administration, preliminary engineering work, right of way acquisition, design, construction and construction administration included within the project description contained in the project-specific supplemental agreement.
- 1.10. TCTC programmed amounts may be increased to cover project cost increases only if: (a) such funds are available, (b) TCTC concurs with the proposed increase, and (c) the parties execute an amended project-specific supplemental agreement.
- 1.11. Indemnification and Hold Harmless: GCSD shall hold harmless, defend, and indemnify TCTC, its agents, officers, employees and volunteers against any and all claims, losses, liability and damages (including but not limited to injury to person or property, and related costs and expenses, including reasonable attorneys' fees) arising directly or indirectly out of any act or omission of contract performance by GCSD, its agents, officers, employees or volunteers, except to the extent the claims, losses, liability and damages arise from TCTC's, its agents', officers', employees', and

volunteers' willful misconduct or gross negligence. This paragraph shall survive any expiration or termination of this Agreement.

- 1.12. The Executive Director of TCTC is authorized to take any action on behalf of TCTC under this Agreement pertaining to plans, financial matters, audits, project inspection and monitoring.
- 1.13. The GCSD General Manager is authorized to take any action on behalf of GCSD under this Agreement.

## **Section 2**

GCSD agrees:

- 2.1 As a condition of accepting Funding, GCSD agrees to abide by all Federal, State and TCTC policies, procedures and requirements pertaining to the specific funding program from which the Funding is allocated.
- 2.2 As a condition to the release and payment of TCTC funds encumbered to a project described in a project-specific supplemental agreement, GCSD agrees to comply with the terms and conditions contained in this Agreement and all of the agreed upon special covenants and conditions attached or made a part of the Allocating Resolution, identifying and defining the nature of the specific project.
- 2.3 GCSD agrees to use the funds received from TCTC pursuant to this Agreement and each project-specific supplemental agreement only for projects as defined under Article XIX of the California State Constitution and Sections 133(b) and 133(c) of Title 23, United States Code, Caltrans Local Procedures Manual or other funding program requirements as appropriate.
- 2.4 GCSD agrees to establish separate, special accounts for each project for the purposes of depositing all payments received from TCTC pursuant to this Agreement and each project-specific supplemental agreement and identifying project expenditures.
- 2.5 In the event project costs exceed the funds included in the project-specific supplemental agreement, additional TCTC funding may be programmed pursuant to Section 1.10 of this Agreement. When additional TCTC funds are not available, GCSD agrees that payment of TCTC funds will be limited to the amounts already approved in the project-specific supplemental agreement and that any increases in project costs will be paid for by GCSD. GCSD is not obligated to provide additional funds for cost increases to complete a project, and may discontinue any project anytime and refund any used allocation back to TCTC.
- 2.6 The Legislature and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract work and other work financed with State funds. GCSD shall ensure that work performed under this Agreement is done in conformance with state labor and employment rules and regulations, as may be applicable.
- 2.7 GCSD agrees to produce and present reports, at least quarterly, to TCTC on the progress and status of all projects receiving TCTC funds through this Agreement.
- 2.8 GCSD agrees to prepare a "Final Report of Expenditures" reporting the actual costs expended on each project receiving funds through this Agreement. GCSD shall submit that report to the Executive Director of TCTC no later than 60 days following completion of expenditures.
- 2.9 GCSD and its subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support reimbursement payment invoices which segregate and accumulate costs of project work elements.

- 2.10. GCSD shall produce monthly reports which clearly identify reimbursable costs, matching costs and other expenditures by GCSD.
- 2.11. GCSD agrees to grant TCTC and state auditors access to GCSD's books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with this Agreement and the project-specific supplemental agreement. All documents shall be available for inspection by authorized TCTC or Caltrans agents at any time during project development and for a four-year period from the date of project completion or one year after the audit is completed or waived by TCTC or Caltrans, whichever is later.
- 2.12. TCTC reserves the right to conduct an audit on the project. GCSD agrees to provide records and allow an audit on the project, if required by TCTC.
- 2.13. Unless otherwise agreed to in writing by the parties, GCSD agrees to maintain and operate the project property that GCSD acquired, developed, improved, rehabilitated, or restored for the project for its intended public use, as proposed in GCSD's funding request, this Agreement, or the project-specific supplemental agreement. With the approval of TCTC, GCSD or its successors-in-interest in the property may transfer this obligation and responsibility to maintain and operate the property to another public entity.
- 2.14. GCSD agrees to allow TCTC, State, or Federal agents on project sites to inspect completed work for compliance with applicable standards or requirements.
- 2.15. GCSD agrees to only hire qualified consultants or contractors with demonstrated experience and professional expertise in functional areas of project responsibility.
- 2.16. GCSD agrees to remedy any work not consistent with applicable State or Federal standards or requirements.

### **Section 3**

- 3.1. The Executive Director of TCTC may issue a "Notice of Non-Compliance" to GCSD in the event TCTC finds non-compliance issues with a specific project. The notice shall describe the instance(s) of non-compliance and specify the applicable documents and sections that constitute the basis of non-compliance.
- 3.2. GCSD shall respond to the issues addressed in the Notice of Non-Compliance within a reasonable period of time, which shall not be less than a thirty (30) day period.
- 3.3. If GCSD fails to correct the non-compliance issues or has not demonstrated to TCTC that it is taking appropriate actions to correct the non-compliance within a reasonable time period, then the TCTC Executive Director may issue a "Notice to Repay Funding."
- 3.4. GCSD agrees that in the event GCSD fails to use funds received hereunder in accordance with the terms of this Agreement and the respective project-specific supplemental agreement, as proven through an audit, GCSD shall be required to repay all or a portion of the funds to TCTC, or the State or Federal government, within thirty (30) days of GCSD receiving the Notice to Repay Funding.
- 3.5. The Parties acknowledge that it is critical to maintain compliance with the applicable Funding program in order for GCSD to receive the Funding secured by GCSD. In the event GCSD has a reasonable basis that TCTC is not allocating the Funding in accordance with the requirements of the applicable Funding program, the Parties agree that GCSD shall have the right to select a consultant at its expense to maintain compliance with the applicable Funding program. The

consultant shall have access to all TCTC documents, records, and files as may be necessary to maintain compliance with the applicable Funding program.

**Section 4**

General provisions:

- 4.1 This Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the California Transportation Commission that may affect the provisions, terms or funding of this Agreement in any manner.
- 4.2 This Agreement and any project-specific supplemental agreement shall terminate upon sixty (60) days prior written notice by TCTC except those obligations relative to GCSD’s indemnification shall not expire and GCSD’s duties assumed under Sections 2.10, 2.11 and 2.12 shall continue for so long as a project remains operable.
- 4.3 Amendment. No alteration to the terms of this Agreement or any project-specific supplemental agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 4.4 Governing Law. The laws of the State of California shall govern the rights, obligations, duties, interpretation, and liabilities of this Agreement.
- 4.5 Severability. In case any one or more provisions contained in this Agreement shall for any reason be held invalid or illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 4.6 Headings and Subtitles. Headings and subtitles of this instrument have been used for convenience only and do not constitute matter to be considered in interpreting this Agreement.

The undersigned, having read the foregoing, accept, and agree to the terms set forth therein.

**In witness hereof**, the parties have caused their authorized representatives to execute this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**TUOLUMNE COUNTY TRANSPORTATION COUNCIL**

**GROVELAND COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Groveland Community Services District,  
General Manager

**Approved as to Legal Form:**

\_\_\_\_\_  
General Counsel



**Approved as to Risk Management:  
Groveland Community Services District**

\_\_\_\_\_

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

**RESOLUTION 43-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A MASTER FUNDING AGREEMENT BETWEEN THE DISTRICT AND TUOLUMNE COUNTY TRANSPORTATION COUNCIL FOR THE HETCH HETCHY TRAIL PROJECT**

**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 plans for the development of an accessible, multi purpose trail linking district park facilities with the Groveland Community Resilience Center and downtown Groveland; and

**WHEREAS**, the Hetch Hetchy Railroad Trail has received funding from that Caltrans Active Transportation Program (ATP), cycle 6 and the district is prepared to proceed with project design, land acquisition and construction of the project; and

**WHEREAS**, to receive ATP funding from Caltrans, the district must either have a master funding agreement with Caltrans or partner with another entity who already has a Caltrans master agreement to serve as the implementing agency for the project; and

**WHEREAS**, the time required to secure a master funding agreement with Caltrans can be up to a year, which could jeopardize funding for the project; and

**WHEREAS**, the Tuolumne County Transportation Council has a master funding agreement with Caltrans and has offered for the district to use their master agreement for the implementation of the Hetch Hetchy Railroad Trail project; and

**WHEREAS**, a master funding agreement has been prepared by the Tuolumne County Transportation Council and reviewed by District legal counsel and is included herein.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY**

1. Adopt and approve the execution of the Master Funding Agreement with the Tuolumne County Transportation Council for the Hetch Hetchy Railroad Project as presented.
2. Authorize non-substantial amendments to the final version of the Agreement to be approved by the Tuolumne County Transportation Council.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 12, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

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Nancy Mora, Board President

ATTEST:

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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 September 12, 2023. DATED: \_\_\_\_\_



## **BOARD MEETING AGENDA SUBMITTAL**

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**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** September 12, 2023

**SUBJECT: Agenda Item 6C: Consideration of Fire Department Funding Options and the Associated Processes and Schedules, Including Assessments, Special Taxes and Fees**

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### **RECOMMENDED ACTION:**

Staff recommends the following action:

*Provide direction to staff to secure a proposal(s) from qualified consultants for the development of the desired fire revenue measure(s) and supporting processes and schedules, to be considered by the Board at a future meeting.*

### **BACKGROUND:**

Since 2019, the board has been regularly discussing the financial shortfalls of the district fire department, including the fact that the cost of the CalFire Schedule A contract alone exceeds the total amount of property tax revenue received on an annual basis; not including any department operating costs, administrative costs or equipment replacement. Had it not been for several drought years where the district was not charged by Cal Fire to keep the Amador station open during the winter, the GCSB fire department fund balance would likely have been depleted by this time.

In our favor, the cost of the Schedule A contract came in under budget for all years but last year and the county has funded an engine Co-located in our fire station. This has resulted in an estimated fire department cash balance adequate to fund the fire department for up to the next two years only. This two years of funding assumes that there are no breakdowns of major equipment, such as having to replace a fire engine. Operating the Groveland fire department to its last dime is an extremely risky proposition and we must plan our financial future now.

As you will remember, in 2019 the district began down the road of preparing a special tax measure to be voted on by registered voters within our district boundaries, and then choose to form a joint powers authority with the county to submit a countywide ballot measure to fund fire departments. Unfortunately, the countywide Measure V failed, and no additional

funding has been made available to GCSD for its fire department. As we have also discussed continuously, we are operating the fire department with the minimum amount of staffing on an engine and reducing the cost of the Schedule A contract is not possible, in fact that cost is increasing over 5% per year in the coming years. We'll need to have an increase in fire department revenue by the end of the 2024/2025 fiscal year. The purpose of this discussion is to secure board direction on our next steps to increase revenue for the fire department.

Following are several options to increase fire department revenue:

1. **Cost recovery fees** – Charged for responding First Responder Fee (Medical, Non-Resident)

The principal rationale for a First Responder Fee is that County Fire services have expanded beyond traditional fire suppression activities that are generally supported by property taxes. In recent years fire department operations have changed from pure fire suppression to also medical services, which has shifted the balance for financing these services from primarily property related taxes to a combination of property taxes and user fees. Fees for first responder medical fees could be charged to insurance companies of patients who are treated or evaluated by GCSD Firefighters for medical services.

The revenue/reimbursement for services provided by this fee would have to be closely evaluated to determine if the administrative cost of seeking reimbursement would outweigh the costs recovered. Response to structure and vehicle fires should also be evaluated. Many insurance companies include reimbursement to fire departments for response and fire protection activities related to a loss. A municipal finance consultant would be needed to evaluate the potential for increasing revenue by charging response fees.

## 2. **Fire Parcel Benefit Assessment/Fire Parcel Tax**

A **Fire Parcel Benefit Assessment** is a set fee that assesses a parcel annually, based upon established criteria (a specific benefit to the fee payers) and would be used exclusively to fund local GCSD Fire operations. A parcel assessment requires a simple majority plus one and is voted on by the property owners. One of the requirements of a parcel benefit assessment is the creation of an engineer's report on an annual basis. This report provides detailed analysis of the direct benefit received in relation to the revenue generated. One of the drawbacks of a parcel assessment is that it can be easily repealed with a simple majority.

A **Fire Parcel (Special) Tax** is a tax that assesses a parcel annually, based upon established criteria, and would be used exclusively to fund local GCSD Fire operations. This tax requires 2/3 majority of registered voters. No engineer's report is required; however, GCSD

Fire would keep the Board and public informed of how the funds are utilized on a frequent basis.

The Fire Parcel Benefit Assessment and/or Fire Parcel Tax could be a simple flat rate per parcel per year or it could be assessed only on those improved parcels that contain a structure. Another option includes breaking down parcels into different rates for different types-Residential, Multi-Family Residential, Commercial/Industrial, Mobile Home/Trailer Parks, Agricultural Land, Vacant Land, Agricultural Buildings, Hotel/Motels. Generally, special taxes also increase by a standard rate each year, often tied to a CPI or flat percentage increase. Court decisions and state law tend to favor assessment/tax structures based on land use type and building square feet.

Many local fire districts and governmental entities utilize parcel special taxes, assessments, and fees for fire, including Twain Harte Community Services District, Mi Wuk Sugar Pine Fire Protection District, Ebbets Pass Fire Protection District, Stanislaus County, Mariposa County, Calaveras County and Mono County.

### **3. Development mitigation/impact fees**

Fees charged to new land development projects or building projects to offset the cost of providing fire services to new development, including purchasing additional engines and building new fire stations or expanding existing. The District has completed an impact fee study and adopted a fee, which was to be collected by the county on development, and paid to the GCSD. However, within months after the Board approved the fee, the law changed and we now need to revise the fee calculation method; a process that is nearing completion.

### **4. Community Facilities Districts**

Community facilities districts or CFDS are a mechanism to allow the district to levy a special tax on new development projects to fund the operating cost of expanding the fire department to serve new development. Where development impact fees can only be used to fund equipment and infrastructure, staff find the staff, fuel, insurance, and all other non-capital costs of the department. The policy of the GCSD Board is for new land subdivision projects and large commercial development projects to form CFD's to offset the future cost of expanding the fire department.

Staff is recommending that we continue with the process of requiring the large new land development projects to form CFD's and to pay development impact fees, thereby ensuring that new development does not negatively impact our current level of services. In addition, staff recommends that we seek proposals from qualified municipal finance firms for the evaluation, recommendation, and assistance with implementation of the optimal long term

funding mechanism for the Groveland fire department, be it special tax or property assessment pushed to the voters and/or property owners for consideration.

**ATTACHMENTS:**

None

**FINANCIAL IMPACT:**

None at this time.