



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

October 8, 2024

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

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

ACCESSIBILITY INFORMATION:

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

AGENDA MATERIAL:

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

PUBLIC RECORDS:

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

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

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



REGULAR MEETING OF THE BOARD OF DIRECTORS

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AGENDA

October 8, 2024

10:00 a.m.

Location: 18966 Ferretti Road, Groveland

CA 95321

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

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. Operations Manager's Report
- iv. Administrative Services Manager's Report
- v. General Manager's Report

B. Proclamations

- i. Recognition of Matthew Dickens for his 17 Years of Service to the Groveland Community Services District
- Recognition of Shane Sawyer for his 4 Years of Service to the Groveland Community Services District
- Recognition of Amber Schone for her 2 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 September 10, 2024, Regular Meeting
- B. Accept September 2024 Payables
- C. Adoption of a Resolution Authorizing the General Manager to Assign Staff Temporary Assignments and Pay Adjustments as Needed Within the Approved Salary Schedule, to Reflect the Modified Responsibilities
- D. 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. The District will Conduct a Public Hearing to Receive Public Comment and Input Regarding the Adoption of the District's Amended Water Ordinance 2-17 Article VIII ("Cross Connection Control")
 - i. Adoption of a Resolution Approving the Amendments to Article VIII ("Cross Connection Control") of Water Ordinance No. 2-17 Sections: 8.1.5.4, 8.1.6.3, 8.1.6.3 (c), 8.1.7.1, and Adding Sections: 8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, 8.1.10 Public Outreach and Education, 8.1.11 Local Entity

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. TIMED ITEM: 11:15am.
Adoption of a Resolution Authorizing the General Manager to Enter into a Contract with Clear Gov to Provide Budgeting and Reporting Subscription Services and Approving Related Budget Adjustments
- B. Adoption of a Resolution to Authorize the General Manager to Submit an Application for Grant Funding through the Bureau of Reclamation for a WaterSMART Water and Energy Efficiency Grant for Fiscal Year 2025 for the Groveland Automated Metering Infrastructure Project
- C. Adoption of a Resolution Approving the Memorandum of Understand (MOU) between the District and Operating Engineer's Local No. 3 Effective October 18, 2024, through June 30, 2029, and Recognizing that the MOU Terms and Conditions Apply to Non-Represented Employees

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

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- D. Consideration of Amending the District Organizational Chart to Add Three Positions in Operations and Maintenance, and Directing the Evaluation of Separating the Water from the Wastewater Department

7. Closed Session

(Public may comment on closed session item prior to Board convening into closed session)

- A. Conference with Legal Counsel – Existing Litigation
Government Code Section 54956.9(d)(1): Anthony Filippi v. Groveland Community Services District Case No. CV66329

Open Session

Announcement of Action Taken in Closed Session

8. Adjournment



**Groveland Community Services District
Fire Department / CALFIRE**
18966 Ferretti Road Groveland, CA 95321



Staff Report
October 1, 2024

To: Board of Directors

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

Subject: Monthly Activity Report – September 1, 2024 – September 30, 2024

Operations:

On September 3, 2024, at 6:47 PM, GCSO Engine-781 and TCFD Engine-902 were dispatched to a motorcycle down on Priest Grade. The patient had serious injuries and was transported by an air ambulance to Doctors Medical Center in Modesto, CA.





Groveland Community Services District Fire Department / CALFIRE

18966 Ferretti Road Groveland, CA 95321



Operations:

During the month of September GCSO Engine-783 was in service via ABH (Assistance by Hire). While staffed, they responded to multiple incidents within the unit. These emergency calls included medical aids, vehicle fires, and vegetation fires.





Groveland Community Services District Fire Department / CALFIRE

18966 Ferretti Road Groveland, CA 95321



Operations:



On September 23, 2024, at approximately 10:50 AM, GCSD Engine-781 was dispatched to a medical aid. Upon arrival an SUV was found down an embankment, that had struck a tree. There was one patient who had serious injuries. This patient was transported by an air ambulance to Memorial Medical Center in Modesto, CA.





**Groveland Community Services District
Fire Department / CALFIRE**
18966 Ferretti Road Groveland, CA 95321



Apparatus and Equipment:

Apparatus	Description	Status
Engine 781	2009 Pierce Contender	In Service
Engine 787	2000 Freightliner FL112	In Service
Engine 783	1997 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:

- FAE Martinez- attended Ethical Leadership, a course in the instructor path.
- FAE Herrera- completed Instructor 1 Task Book and Heavy Equipment Boss IROC qualifications.
- FAE Doo- attended Rope Rescue Operations
- Hose Evolutions
- Extrication
- Patient Packaging
- Ladders
- Narcan
- Epinephrine
- AED & Lucas Device
- **Battalion Training Vent-Enter-Isolate-Search**
- **Battalion Training R.I.C Operations**



Groveland Community Services District Fire Department / CALFIRE

18966 Ferretti Road Groveland, CA 95321



Training:

On September 9, 2024 & September 13, 2024, we attended training in Sonora. The topic was VEIS (Vent, Enter, Isolate, Search). We conducted realistic scenarios that simulate high-stress environments, fostering teamwork and communication. Regular drills and exercises help to refine tactical skills and improve decision-making under pressure. This training ensures that personnel can effectively respond to emergencies with efficiency.



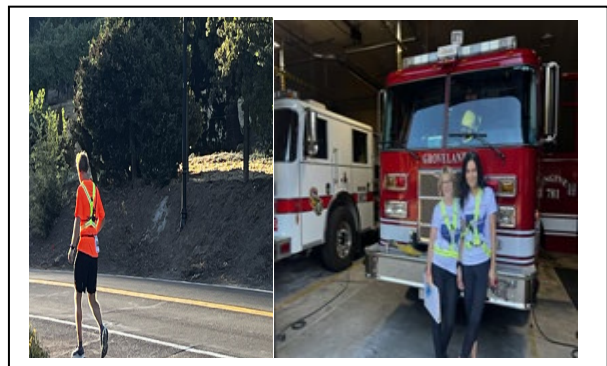


**Groveland Community Services District
Fire Department / CALFIRE**
18966 Ferretti Road Groveland, CA 95321



Fire Department News:

In September, personnel from station 78 and station 63 participated as witnesses for an inspiring individual embarking on a cross-country run. His route included Highway 120, so he stopped to take pictures in front of the fire equipment.



On September 14, 2024, GCSD Engine-781 and TCFD Engine-631 participated in a community event hosted by a local church, which featured sports activities and a family BBQ. It was a great opportunity for us to showcase our fire engines and new tools, it was wonderful to connect with families.

On September 21, 2024, GCSD E-781 and TCFD E-631 participated in the annual 49er Festival. We set up an interactive booth where families could learn about fire safety while enjoying fun activities.



Sep-24

STATION 78

Alarm Sounding	1
Odor Investigation	0
Debris Fire	2
Medical Aid	26
Fire Menace Standby	0
Fire Other	0
Haz Mat	2
Landing Zone	2
Plane/Heli Crash	0
Public Assist	4
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	2
Vehicle Accident/Pin in	0
Vehicle Fire	1
TOTAL	40



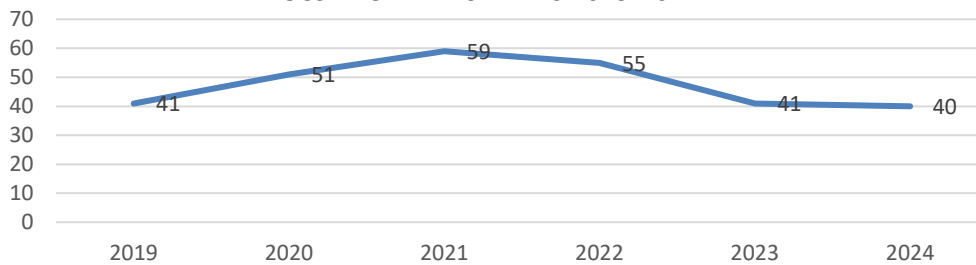
Auto Aid	Given
Tuolumne County	1
INC# 12010 Vehicle Accident New Priest Grade	

ALS	
YES	NO
14	26

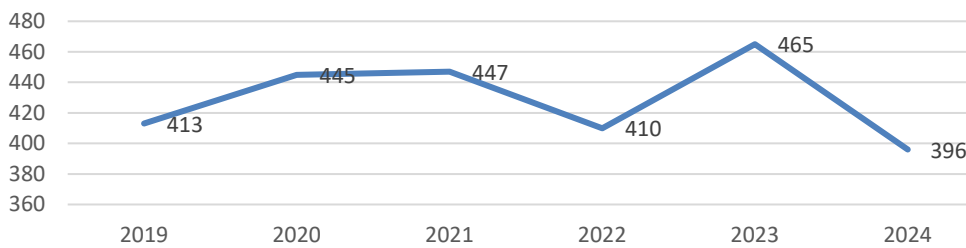
TCFD E-631: 22 CALLS

Last Call Logged Run # 13286

GCSO TOTAL INCIDENTS 2019-2024



GCSO TOTAL INCIDENTS YEAR-TO-DATE



CERT Groveland/Big Oak Flat/Moccasin

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



Report to GCSD Board for October 2024

- GCERT Team meeting on Sept 28 featured a presentation by The American Red Cross on the topics of Heating/Cooling Centers and shelters. Also, they will be working towards cross training CERT members in Red Cross matters. There were 26 attending.
- GCERT is planning Team meetings -- Oct 26 training for helicopter Landing Zone.
- GCERT is collecting information on issues that arose during the Traffic Management at the 49er Festival. When collated, we will hold an After Action Review.

Preliminary indications show fewer issues than 2023 primarily due to implementation of the CHP recommendations.

- Gcert met TC OES and Twain Harte CERT in a Program Managers meeting. We will be coordinating county-wide training and deployments. First up is Training for Telephone Support during emergencies to be held at the County Emergency Operations Center.
- GCERT will complete background checks for all certified members.
- GCERT has 25 participants, 26 inquiring people and 16 fully certified members.
- GCERT has notified FD that our Firefighter Rehab vehicle is operational. It is equipped with all the necessary equipment to Go Live. (Funded by Adventist Health Grant). GCERT is also available for Traffic Control deployment.
- Tom Hernandez is the GCERT Team Leader. Len Otley is our Training Officer. Sam Park is the Logistics Officer.
- We (GCSD & CERT) are seeking funding for CERT Basic Training in association with TC OES. Hopefully, the next Basic CERT training will be in the Fall 2024.

10/3/2024 9:12 AM

GrovelandCERT@gmail.com

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



Information Provided By

O&M Manager: Luis Melchor
 Operations Supervisor: Stacy Billings
 Maintenance Supervisor: Andrew Klein
 Administration Services Technician: Rachel Pearlman
 Utility Billing Specialist: Meghan Atkins

**Operations and Maintenance Report
 September 2024**

Operations Department

Wastewater Treatment Division

Influent Totals	
Total	2.87
Average	0.10
High	0.17
Low	0.05

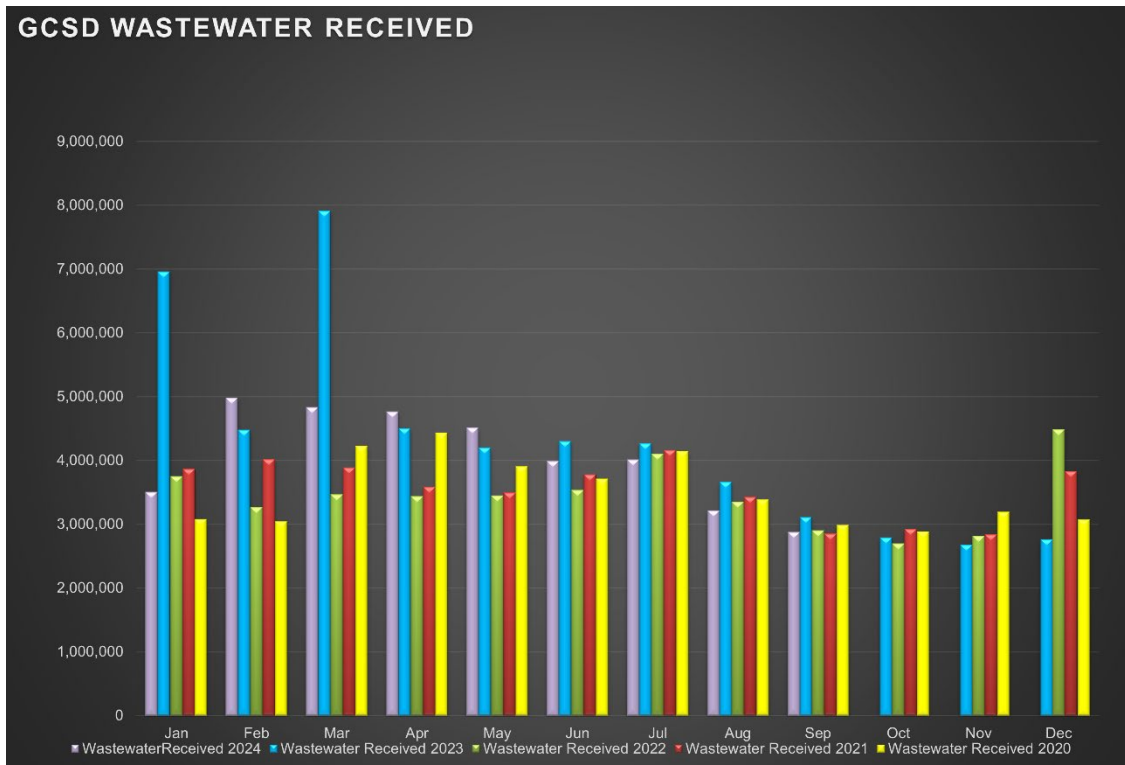
Effluent Totals	
Total	2.86
Average	0.10
High	0.17
Low	0.05

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

Wasting Totals	
Total Inches	77
Total Pounds	773
Active Accounts	1572

STP Rainfall Totals by Year During Current Month (Inches)					
Season	2024	2023	2022	2021	2020
0.00	0.00	0.30	1.87	0.02	0.03
	High 0.00	High 0.25	High 1.31	High 0.02	High 0.03

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

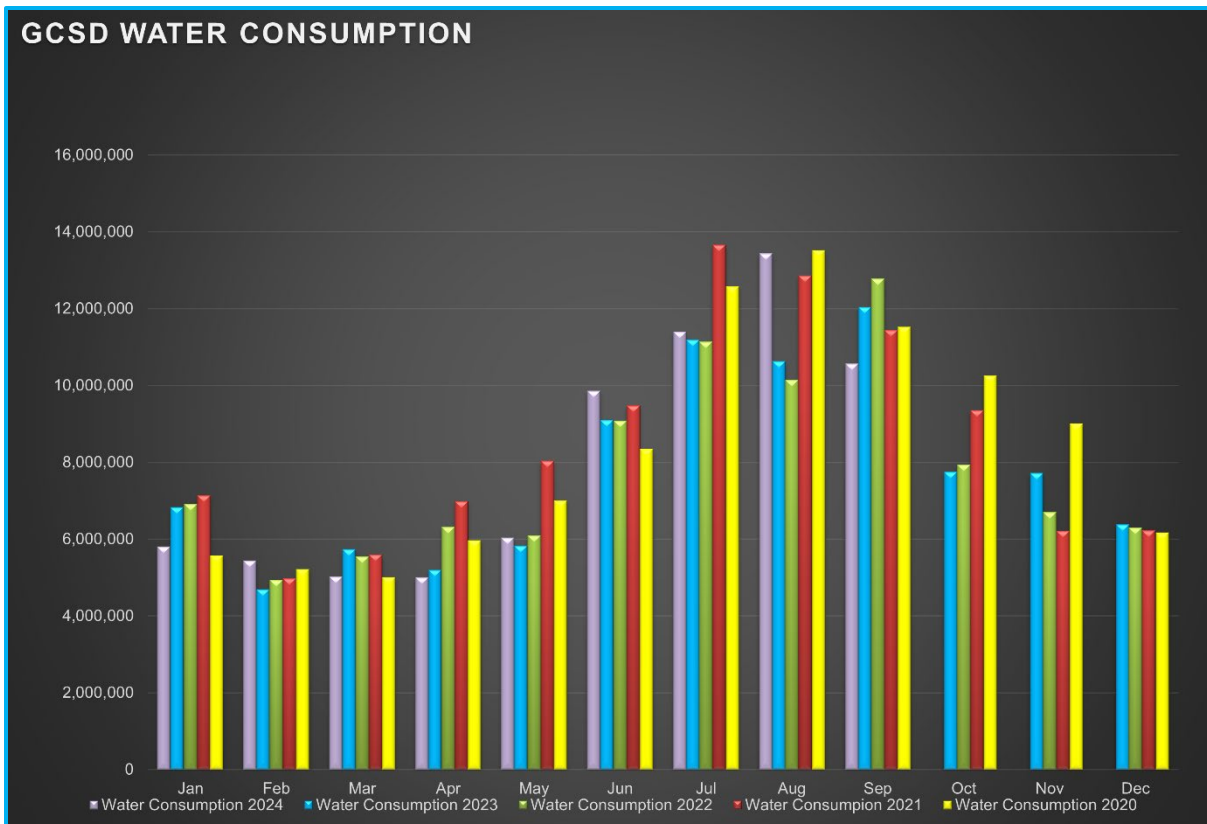
Water Distribution System Division

Meter Related Services	Total
Check / Repair Meters	6
Water Meters Installed	1
Monthly Meter Restrictions	0
Meter Lock offs	8
Meter Changeouts	0
Tenant Final Reads	1
Re-Reads	22
Meter Turn-Offs	2
Meter Turn-Ons	6
Meter Tests	0
Winterize Meter	0
Color/Taste/Odor/PSI Complaints	3
Total Meter Related Issues	36

Billed Consumption (Gallons)	2024	2023	2022
Residential	9,975,088	11,154,223	11,891,479
Commercial	591,499	880,958	885,484
Total	10,566,587	12,035,181	12,776,963

Active Accounts	3273
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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	8
Number of Dead-Ends Flushed	11
Water Valves Exercised	6
GIS Points	0

Description	Gallons
Flushing for Water Quality	27,120
Water Loss Due to Leaks / Breaks	112,200

After-Hours Calls (Hours)				
Water	Sewer	Park	Other	Total
8	27	1	0	36

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.
 - Unusual Usage meter reads.

- **Tanks and Pump Stations**
 - Remove generator from AWS for transport to Industrial Electric for repairs.

- **Distribution System**
 - Continue water service line survey to identify Lead and Copper water service lines.
 - Fire Hydrant Replacement on Ridgecrest Dr.
 - Water service line abandonment on Ridgecrest Dr.
 - ARV (Air relief Valve) repair on Beck Rd.
 - Water service line repair 20798 Nonpareil Way.
 - Water service line repair at 20717 Nonpareil Way.
 - Reprogram and test ERT's U3/L237 and U1/L420.
 - Fire flow reports for Tenaya Elementary School.

Pictures



Wastewater Collection System Division

Description	Total
Manholes Inspected	86
GIS Points	0
Customer Complaint	2
Odor Complaints	0

Description	Total
Flushing/Jetting (Feet)	110
Video Inspection (Feet)	95

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: LS1, LS2 LS3, LS4, LS8, LS10.
 - Manhole Inspections LS11.
 - Remove roots and debris found during manhole inspections.
 - Make alterations to odor control chemical dosing pumps at LS6, LS8, LS11, LS13.
 - R&R fuel filters at LS16 and primed. Seems to be an intermittent leak on the fuel system.

- **Collection System**
 - Flushed/Jetted gravity sewer line areas.
 - Groveland, Bass Pond, Twin Pines Easement monthly manhole inspections.
 - Investigated lateral backup at 11100 Big Oak Rd. to ensure it was not a district blockage.

Pictures

General Maintenance Division

Maintenance By Department

- **Operations Department**

- 2G Water Treatment Plant
 - Cleaned UV lights.
- Big Creek Water Treatment Plant
 - Prepare parts for second OSG install.
 - R&R two failed sample pumps.
 - Installed new lime mixer.
 - Re-clocked and rewired turbine fan.
- Butler Bypass Pump Station
- AWS
- STP
 - Clean debris from headworks basin.
 - R&R irrigation pump filter and cleaned.
 - Vegetation maintenance.
 - Repaired wiring around plant.

- **Maintenance Department**

- Equipment
 - Shop 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
 - 42334: Lube service and tire rotation.
 - 42127: Flat repair.
 - 42128: Flat repair.
 - 51618: Lube service, tire rotation.
 - 41719: Lube service, tire rotation.
 - 41825: Flat repair.
 - 30920: Lube service and greased.
 - 31622: Inspect tires.
 - 62330: Greased fittings and retorqued hydraulic pump driveline.
 - 70981: R&R amber code 3 light.
- Buildings & Yard
 - Repaired drainpipe in bathroom at Admin building.
 - General yard cleanliness.
 - Vegetation management.

Pictures

Parks Division

Maintenance and Repair

- **Mary Laveroni Community Park**
 - Landscape Maintenance.
 - Movies in the park setup.
 - Prepare ML park for 49er Festival
 - Opened new bathroom at ML Park.

- **Ballfield & Dog Park**
 - Mowing and bathroom maintenance
 - Repair sign (vandalism) at 37-acre parcel on Deer Flat Rd

Contracted Work

- Njirich Construction
 - Mary Laveroni Park upgrades are continuing.
- SMCI
 - WWTP Headworks upgrades are continuing.
- Cla-Val
 - Cla- Valve servicing and repairs on pressure reducing valves and pressure relief valves.

Workplace Safety and Training

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

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: October 8, 2024

SUBJECT: Agenda Item 3Av: General Managers Report

Overview

Highlights for the period of September 10, 2024, to October 8, 2024, include the following items of discussion, a verbal report will be provided.

- Tuolumne County Planning Commission Agenda (October 2, 2024)
 - Long Gulch Project
- Tuolumne County Natural Resource Advisory Committee Agenda (October 2, 2024)
- Assembly Bill 2257
- Senate Bill No. 937 Relating to Land Use/Development Fees
- LAFCO Procedures (DRAFT)
- Fire Colocation Agreement
- Drought Response Program:
 - Drought Plan Survey
- CDBG Big Oak Flat Waterline Project Schedule
- Drought Resilience Project extension approved
- Clean California Grant project extension approved

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

September 10, 2024

10:00 a.m.

Location: 18966 Ferretti Road, Groveland CA 95321

Director Swan will be Attending the Meeting in a Remote Location:

Location: CSDA Annual Conference 44400 Indian Wells Lane, Indian Wells, CA 92210

The Board of Directors of Groveland Community Services District met in regular session on the above mentioned date with Directors Janice Kwiatkowski Vice President, Director's Spencer Edwards and Robert Swan being present. Also present was Board Secretary Rachel Pearlman, Administrative Services Manager Jennifer Donabedian, Finance Officer Michelle Ronning, Operations Manager Luis Melchor and General Manager Peter Kampa.

Call to Order

Director Kwiatkowski called the meeting to order at 10:02am.

Directors Mora and Swan Absent

Approve Order of Agenda

Motion

It was moved by Director Edwards and seconded by Director Armstrong and the motion passed to approve the order of the Agenda.

Ayes: Directors Kwiatkowski, Armstrong, and Edwards

Absent: Directors Mora and Swan

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

Operations Manager's Report

Administrative Services Manager's Report

General Manager's Report

Proclamations

Recognition of Al Deshaies for his 5 Years of Service to the Groveland Community Services District

Director Swan joined the meeting from a remote location at 10:15am

Director Swan left the meeting during Staff Reports at 10:36am

Director Swan joined the meeting during Staff Reports at 10:38am

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.

Amend Minutes from the July 9, 2024, Regular Meeting

Approve Minutes from the August 13, 2024, Regular Meeting

Approve Minutes from the August 27, 2024, Quarterly Workshop

Accept August 2024 Payables

Ratification of the Purchase Agreement of APN 091-260-016-000 and Authorizing the General Manager to Sign Related Documents Regarding the Close of Escrow for the District's Employee Housing Program

Authorize the General Manager to Determine and Set the Fair Market Rental Rate for Employee Housing to Cover District Costs Associated with the District's Housing Program

Waive Reading of Ordinances and Resolutions Except by Title

Motion

It was moved by Director Armstrong and seconded by Director Edwards and the motion passed to approve the Consent Calendar.

Ayes: Directors Kwiatkowski, Armstrong, Edwards and Swan

Absent: Director Mora

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 Approving the General Manager to Enter into a Professional Services Agreement with Provost and Pritchard Consulting Group for the Design Services for the Groveland Hetch Hetchy Railroad Trail Project, Phase 1

Motion

It was moved by Director Edwards and seconded by Director Armstrong and the motion passed to adopt Resolution 19-2024 Authorizing the General Manager to Enter into a Professional Services Agreement with Provost and Pritchard Consulting Group for the Design Services for the Groveland Hetch Hetchy Railroad Trail Project, Phase 1, and Authorize Proceeding with the Project Approval and Environmental Documents (PA&ED) Work.

Ayes: Directors Kwiatkowski, Armstrong, Edwards and Swan

Absent: Director Mora

Adoption of a Resolution Authorizing the Award of the Potable Water Storage and Distribution System Improvements Project to Njirich and Sons, Inc. and to Authorize the General Manager to Sign an Agreement on Behalf of the District

Motion

It was moved by Director Armstrong and seconded by Director Edwards and the motion passed to approve Resolution 25-2024 authorizing the award of the Potable Water Storage and Distribution Minutes 09 10 2024

System Improvements Project to Njirich and Sons, Inc and to authorize the General Manager to sign Contract Documents on behalf of the District.

Ayes: Directors Kwiatkowski, Armstrong, Edwards and Swan

Absent: Director Mora

Adoption of a Resolution Authorizing the Submission of a Cybersecurity Application through the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA) for the Replacement of the District's SCADA Radio's and Programable Logical Control Systems

Motion

It was moved by Director Armstrong and seconded by Director Swan and the motion passed to adopt Resolution 26-2024 Authorizing the Submission of a Cybersecurity Application through the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA) for the Replacement of the District's Programable Logical Control Systems.

Ayes: Directors Kwiatkowski, Armstrong, Edwards and Swan

Absent: Director Mora

First Reading: Required Amendment to the District's Water Ordinance Article VIII of the Ordinance No. 2-17 "Cross Connection Control Program" by adding new Sections (8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, and Reporting, 8.1.10 Public Outreach and Education, and 8.1.11 Local Entity Coordination)

Motion

It was moved by Director Edwards and seconded by Director Armstrong and the motion passed to direct Staff to schedule and publish notice of a public hearing to be held at the October 8, 2024, Regular Board Meeting to receive comments on an amendment to Article VIII of the Ordinance No. 2-17 "CROSS CONNECTION CONTROL" to comply with the new State Regulations for Cross Connection Control Program.

Ayes: Directors Kwiatkowski, Armstrong, Edwards and Swan

Absent: Director Mora

Director Swan left the Meeting at 11:44am

Director Swan joined the Meeting at 11:46am

Adoption of a Resolution Authorizing the Execution and Delivery by the District of an Installment Purchase Contract and Authorizing the Execution of other Necessary Documents and Other Actions Related to the Purchase of Employee Housing

Motion

It was moved by Director Edwards and seconded by Director Armstrong and the motion passed to adopt Resolution 26-2024 Authorizing the Execution and Delivery by the District of an Installment Purchase Contract and Authorizing the Execution of other Necessary Documents and Other Actions Related to the Purchase of Employee Housing.

Ayes: Directors Kwiatkowski, Armstrong, Edwards and Swan

Absent: Director Mora

Closed Session

(Public may comment on closed session item prior to Board convening into closed session)

Conference with Labor Negotiators pursuant to Government Code Section 54957.6

Agency Designated Representatives: General Manager and Administrative Services Manager

Employee Organization: Operating Engineers, Local 3

Public Comment: None

Closed session Convened at 11:50am.

Open session Reconvened at 12:10pm.

Announcement of Action Taken in Closed Session:

No reportable action

Adjournment

The meeting adjourned at 12:10pm.

APPROVED:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary



ACCOUNTS PAYABLE CHECK LISTING

September 2024
Fiscal Year 24/25
Board Approval Date _____

Accounts Payable Checks



User: mronning@gcsd.org
Printed: 10/1/2024 7:31:32 AM

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
24171	UB*0336	Brown-Valadez, Tanji	9/4/2024	False	True	Refund Check 010172-000, 19920 Pine Mountain Drive 13/357	\$3.56	True	9/26/2024
24172	Cle03	CleanSmith Solutions	9/4/2024	False	True	Disinfection/Janitorial Services Monthly	\$4,400.00	True	9/17/2024
24173	CWEA	CWEA	9/4/2024	False	True	CWEA Cert Renewal - L Melchor Collection Grade 3	\$116.00	True	9/26/2024
24174	DRU01	Drugtech Toxicology Services, LLC	9/4/2024	False	True	Consortium DOT Tests	\$154.00	True	9/17/2024
24175	GCS01	GCS D Petty Cash	9/4/2024	False	True	Movies in the Park Supplies	\$75.36	True	9/17/2024
24176	H&S	H & S Parts and Service	9/4/2024	False	True	Hub caps for Truck 781	\$195.78	True	9/26/2024
24177	ICAD01	Industrial Control and Design, Inc.	9/4/2024	False	True	Factory Talk diagnostic	\$2,250.00	True	9/17/2024
24178	UB*0336	Kirtley, Stephen & Mary	9/4/2024	False	True	Refund Check 014730-000, 19779 Pine Mountain Drive 1/468	\$214.41	True	9/17/2024
24179	UB*0336	Method, Joseph & Lori	9/4/2024	False	True	Refund Check 015770-000, 12869 Mueller Dr 2/460	\$264.43	False	
24180	Nji01	Njirich & Son's, Inc.	9/4/2024	False	True	GARB - Progress payment #2	\$89,300.00	True	9/26/2024
24181	Pub01	Public Restroom Company	9/4/2024	False	True	GARB - Prefab Bathroom Final invoice	\$22,518.00	True	9/17/2024
24182	SUE01	Ray Sues Insurance & Invst	9/4/2024	False	True	August 2024 Health Insurance	\$4,244.57	True	9/17/2024
24183	Ron01	Rudy, Roni Lynn	9/4/2024	False	True	Social Media Management	\$2,784.92	True	9/17/2024
24184	Sie17	Sierra Instant Printing	9/4/2024	False	True	#10 Window envelopes	\$429.56	True	9/26/2024
24185	Sprbrk	Springbrook Holding Company LLC	9/4/2024	False	True	Civic Pay July 2024	\$1,504.30	True	9/17/2024
24186	UB*0335	Swihart, Timothy & Avery	9/4/2024	False	True	Refund Check 013396-000, 12786 Mount Jefferson Street 1/246	\$234.95	False	
24187	TMC01	TMC Construction	9/4/2024	False	True	Tree trim / service for park restroom project	\$1,500.00	True	9/17/2024
24188	Tuo14	Tuolumne County Recorder	9/4/2024	False	True	Release of 2 liens	\$40.00	True	9/26/2024
24189	Wells	Wells Fargo Vendor Financial Services, LLC	9/4/2024	False	True	Monthly Lease on Admin Copier	\$429.27	True	9/17/2024
24190	WHI03	White Brenner, LLP	9/4/2024	False	True	Legal Services	\$100.00	True	9/17/2024
24191	F&M01	F & M Bank	9/4/2024	False	True	SMCI invoice #1 retention to escrow account	\$32,567.50	True	9/17/2024
24192	Alp03	Alpha Analytical Labs, Inc.	9/10/2024	False	True	Operations Lab Testing f	\$6,388.00	True	9/17/2024
24193	BEA02	Beam	9/10/2024	False	True	September 2024 Coverage	\$345.92	False	
24194	UB*0337	Foster, Milton & Joanne	9/10/2024	False	True	Refund Check 011145-000, 19390 REID CIR 5/49	\$173.33	False	
24195	GCS02	GCS D	9/10/2024	False	True	GCS D Water Bill	\$16,021.35	True	9/17/2024
24196	GEN01	General Plumbing Supply	9/10/2024	False	True	Water meter box for park bathrooms and 4" valve for stock	\$1,806.75	True	9/17/2024
24197	gilb01	Gilbert Associates, Inc.	9/10/2024	False	True	Monthly CPA Services	\$3,800.00	True	9/26/2024
24198	UB*0336	Giordano, Ryan	9/10/2024	False	True	Refund Check 017155-000, 19723 Butler 8/281	\$4.77	True	9/17/2024
24199	gro12	Groveland Hotel	9/10/2024	False	True	Clean CA - Chamber Event	\$3,741.31	False	
24200	H&R01	H&R Plumbing and Drain Cleaning	9/10/2024	False	True	Manhole repair / coating	\$4,200.00	True	9/17/2024
24201	UB*0336	Hebb, Lawrence	9/10/2024	False	True	Refund Check 011291-001, 20498 Rock Canyon 3/186	\$318.09	True	9/30/2024
24202	JSW02	J.S. West Propane Gas	9/10/2024	False	True	Propane Purchase	\$489.17	True	9/17/2024
24203	UB*0336	Jensen, Henrik & Peggy	9/10/2024	False	True	Refund Check 015146-002, 12703 Mueller Dr 5/263	\$5.85	True	9/30/2024

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
24204	UB*0336	Margraves, Shane & Melisa	9/10/2024	False	True	Refund Check 013869-000, 19368 JAMES CIR 2/365	\$171.26	False	
24205	MOU03	Mountain Oasis Water Systems	9/10/2024	False	True	Bottled Water	\$171.00	True	9/17/2024
24206	UB*0336	Pacheco, Larry	9/10/2024	False	True	Refund Check 017596-000, 11185 Black Road	\$309.01	True	9/26/2024
24207	per04	Percoco, Ronald	9/10/2024	False	True	Uniform Laundering - August 2024	\$2,150.00	True	9/26/2024
24208	ROSS02	Ross Recreation Equipment, Inc	9/10/2024	False	True	Clean CA - Dogipot Pet Station	\$1,190.31	True	9/17/2024
24209	UB*0337	Sierra, Ralph	9/10/2024	False	True	Refund Check 008086-000, 13079 Jackson Mill Drive 7/250 M/W 230	\$25.36	True	9/17/2024
24210	SNO01	Snowline Trucking, LLC	9/10/2024	False	True	Asphalt Base	\$1,400.00	True	9/26/2024
24211	Sprbrk	Springbrook Holding Company LLC	9/10/2024	False	True	Civic Pay August 2024	\$1,502.70	True	9/26/2024
24212	UB*0337	Stratton, Russell & Theresa	9/10/2024	False	True	Refund Check 013332-000, 12929 JACKSON MILL 7/132	\$2.51	True	9/26/2024
24213	Tri03	Trimble Inc.	9/10/2024	False	True	Geospatial center point RTX annual subscription	\$1,995.00	True	9/17/2024
24214	USA03	Usa Blue Book	9/10/2024	False	True	Odor blocks for LS odor / probe for underground locating	\$688.13	True	9/26/2024
24215	UB*0336	Yu, May	9/10/2024	False	True	Refund Check 015981-000, 12775 Mt. Jefferson 1/257	\$426.22	False	
24216	BLU01	Anthem Blue Cross	9/18/2024	False	True	Monthly Group Health Ins.	\$28,850.61	True	9/30/2024
24217	Aquafix	Aquafix	9/18/2024	False	True	Chemicals for sanitary sewer system	\$6,113.99	True	9/30/2024
24218	AT&T Mc	AT&T Mobility (First Net)	9/18/2024	False	True	Monthly Field Cell Phone	\$1,278.68	True	9/26/2024
24219	CAR06	Carbon Copy Inc.	9/18/2024	False	True	Monthly Copier Usage	\$43.47	True	9/30/2024
24220	CWEA	CWEA	9/18/2024	False	True	Collection System Grade 1 Certification - A Marshall	\$106.00	False	
24221	DIS01	Dish Network	9/18/2024	False	True	Satellite TV for FD	\$82.61	True	9/30/2024
24222	EDIS01	E.D.I.S.	9/18/2024	False	True	Operations Supplemental Health Insurance	\$5,632.20	False	
24223	Eld01	El Dorado Septic Service, Inc.	9/18/2024	False	True	Clean CA - Portable toilets for park bathroom replacement	\$2,688.44	True	9/30/2024
24224	F&M01	F & M Bank	9/18/2024	False	True	Headworks Imp Proj Retention through Inv#3	\$8,476.88	True	9/30/2024
24225	UNU01	First UNUM Life Insurance Co.	9/18/2024	False	True	October Unum Life Insurance	\$114.00	True	9/30/2024
24226	FP Mail	FP Finance (Monthly pmt)	9/18/2024	False	True	Monthly Postage Machine Rental	\$124.10	True	9/30/2024
24227	GCS02	GCSO	9/18/2024	False	True	GCSO Water Bill	\$45.56	True	9/26/2024
24228	GEN01	General Plumbing Supply	9/18/2024	False	True	Electrical wiring and supplies for park bathroom	\$460.67	True	9/30/2024
24229	HAC01	Hach	9/18/2024	False	True	CL-10 Membrane replacement stainless tips	\$1,190.59	True	9/30/2024
24230	DEA01	Les Dean	9/18/2024	False	True	Headworks Project - Draft canopy plans, acquire engineering appr	\$2,700.00	True	9/26/2024
24231	Met03	Metro Presort	9/18/2024	False	True	Monthly UB Statement Processing	\$2,228.67	True	9/26/2024
24232	MOT03	Mother Lode Answering Service	9/18/2024	False	True	Monthly Call Forward/Paging	\$356.91	True	9/26/2024
24233	PGE01	PG&E	9/18/2024	False	True	Monthly Electric Charges	\$978.24	True	9/26/2024
24234	Pin07	Pine Mountain Auto	9/18/2024	False	True	August 2024 Auto parts	\$3,601.17	True	9/26/2024
24235	pml01	PML Hardware & Supply Inc.	9/18/2024	False	True	August 2024 hardware & supplies	\$519.97	False	
24236	SFPUC	San Francisco Public Utilities Commission	9/18/2024	False	True	Monthly Water Purchase	\$18,155.08	True	9/26/2024
24237	SMCI01	Sierra Mountain Construction, Inc.	9/18/2024	False	True	Headworks Imp Project - Progress payment #3	\$401,814.37	True	9/30/2024
24238	STA08	Standard Insurance Co	9/18/2024	False	True	Monthly Insurance Premium	\$369.06	True	9/26/2024
24239	TUO01	Tuo. Co. Public Power Agency	9/18/2024	False	True	Monthly Public Power Purchase	\$31,595.11	True	9/30/2024
24240	Tuo14	Tuolumne County Recorder	9/18/2024	False	True	Monthly subscription to County Records	\$243.50	False	
24241	VAC03	Vacker Inc	9/18/2024	False	True	GARB - NPS Cantilever Exhibit 24 x36	\$5,088.00	False	
24242	UMP01	UMPQUA Bank Comm Card Ops	9/18/2024	False	True	Monthly credit card purchases	\$15,929.21	True	9/30/2024
24243	Adv02	Adventist Health Sonora-HBOC	9/25/2024	False	True	HBOC -A.D. & L.M	\$453.00	True	9/30/2024
24244	am01	AM Consulting Engineers, Inc.	9/25/2024	False	True	Project #152.4 - Drought - AWS WTP Improvements	\$82,113.65	False	
24245	UB*0337	Arcado Trustees, Theodore & Janice	9/25/2024	False	True	Refund Check 014442-000, 19976 Pine Mountain Drive 13/207	\$123.68	True	9/30/2024
24246	BEN03	Benchmark Engineering	9/25/2024	False	True	HHRT P1 Engineering time & materials	\$3,640.00	False	

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
24247	UB*0337:	Brannan, Jeffrey	9/25/2024	False	True	Refund Check 017028-000, 19385 FERRETTI RD 2/316	\$116.31	False	
24248	CWEA	CWEA	9/25/2024	False	True	M Dickens Collections Cert Renewal	\$106.00	False	
24249	Fas02	Fastenal	9/25/2024	False	True	Glass cleaner / diesel exhaust fluid pump	\$562.57	False	
24250	FOO01	Foothill-Sierra Pest Control	9/25/2024	False	True	Pest Control	\$188.00	False	
24251	GEN01	General Plumbing Supply	9/25/2024	False	True	Irrigation valve to replace broken unit	\$1,806.42	False	
24252	GRA04	Grainger	9/25/2024	False	True	Grainger Membership	\$138.35	False	
24253	HAC01	Hach	9/25/2024	False	True	Annual HACH 5500 Ammonia - Monochloramine Analyzer Service C	\$13,317.00	False	
24254	Hum02	Humana Insurance Company	9/25/2024	False	True	October Coverage	\$2,782.99	False	
24255	ind04	Industrial Electrical Co.	9/25/2024	False	True	ATS Controller upgrade for LS12	\$14,515.08	False	
24256	Int01	Integra Clear Co.	9/25/2024	False	True	Chemical for water dechlorination	\$1,630.95	False	
24257	UB*0330	Jacinto, John	9/25/2024	False	True	Refund Check 012976-000, 13046 MOKELUMNE 2/205	\$60.00	False	
24258	Kam02	Kampa, Peter	9/25/2024	False	True	2024 CSDA Annual Conference	\$2,089.58	True	9/30/2024
24259	MOO01	Moore Bros. Scavenger Co., Inc.	9/25/2024	False	True	30 Yd. Monthly Debris Box Rental	\$1,541.37	False	
24260	pac04	Pacific Crane Inspections	9/25/2024	False	True	Crane and bucket truck test and certs Trk#13, #26 & #31	\$1,500.00	False	
24261	pin04	Pine Alley Saw Shop	9/25/2024	False	True	Guard assembly for weed whacker	\$38.00	False	
24262	UB*0337:	Saitta, Gerald	9/25/2024	False	True	Refund Check 008963-000, 12256 Mills Street 8/75	\$67.20	False	
24263	UB*0337:	Shanahan, Timothy & Deborah	9/25/2024	False	True	Refund Check 011283-001, 13360 Clements Rd 12/165	\$265.42	False	
24264	tho06	Thomas & Associates	9/25/2024	False	True	Reclaimed pump STP	\$4,854.04	False	
24265	UNI01	Union Democrat	9/25/2024	False	True	Amendments to Water Ordinance Section VIII	\$369.00	False	
24266	WHI03	White Brenner, LLP	9/25/2024	False	True	August Legal - General	\$9,393.90	False	
115945	OE3	Operating Engineers Local #3	9/6/2024	False	True	PR Batch 00001.09.2024 Oper Engin Union Dues	\$382.20	False	
115946	OE3	Operating Engineers Local #3	9/20/2024	False	True	PR Batch 00002.09.2024 Oper Engin Union Dues	\$382.20	False	
902797	CAL09	CalPers 457 Plan Administrator	9/13/2024	False	True	PR Batch 00001.09.2024 CalPers Def Comp	\$1,176.57	False	
902798	EDD01	EDD - Electronic	9/13/2024	False	True	PR Batch 00001.09.2024 SDI - Employee	\$4,314.20	False	
902799	FedEFTP:	Federal EFTPS	9/13/2024	False	True	PR Batch 00001.09.2024 Medicare Emple Portion	\$21,178.25	False	
902800	Orion	Orion Portfolio Solutions	9/13/2024	False	True	PR Batch 00001.09.2024 Orion 457	\$2,575.00	False	
902801	PER01	Pers - Electronic	9/13/2024	False	True	PR Batch 00001.09.2024 PEPRA Employee	\$13,679.50	False	
902802	CAL09	CalPers 457 Plan Administrator	9/27/2024	False	True	PR Batch 00002.09.2024 CalPers Def Comp	\$1,176.57	False	
902803	EDD01	EDD - Electronic	9/27/2024	False	True	PR Batch 00002.09.2024 State Income Tax	\$4,296.64	False	
902804	FedEFTP:	Federal EFTPS	9/27/2024	False	True	PR Batch 00002.09.2024 Federal Income Tax	\$20,903.16	False	
902805	Orion	Orion Portfolio Solutions	9/27/2024	False	True	PR Batch 00002.09.2024 Orion 457	\$2,675.00	False	
902806	PER01	Pers - Electronic	9/27/2024	False	True	PR Batch 00002.09.2024 PEPRA Employee	\$13,566.07	False	
						September Payroll	\$102,444.17		
						TOTAL SEPTEMBER PAYABLES	\$1,079,861.78		

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: October 8, 2024

SUBJECT: Agenda Item 4C: Adoption of a Resolution Authorizing the General Manager to Assign Staff Temporary Assignments and Pay Adjustments as Needed Within the Approved Salary Schedule, to Reflect the Modified Responsibilities.

RECOMMENDED ACTION:

I move to adopt resolution 28-2024 Authorizing the General Manager to assign staff temporary assignments and pay adjustments as needed within the approved salary schedule, to reflect the modified responsibilities.

BACKGROUND:

The General Manager regularly prepares and updates job descriptions for each position on the organizational chart, the District Board of Directors annually adopts a salary schedule under which each employment position is assigned a salary range. On occasion during extended employee leaves or position vacancies, it is necessary for the General Manager to temporarily promote or move employees into positions of increased responsibility, and for which the promoted employee's salary should be adjusted to reflect the position change.

The District does not have a policy in place regarding salary adjustments for temporary promotions or job changes and the attached Resolution has been developed to ensure transparency and accountability. Staff recommends that the Board permit the General Manager to assign temporary assignments and pay adjustments as needed within the approved salary schedule, to reflect the modified responsibilities.

ATTACHMENTS:

1. Resolution 28-2024

RESOLUTION 28-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO ASSIGN STAFF TEMPORARY ASSIGNMENTS AND PAY ADJUSTMENTS AS NEEDED

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 General Manager regularly prepares and updates job descriptions for each position on the organizational chart; and

WHEREAS, the District Board of Directors annually adopts a salary schedule under which each employment position is assigned a salary range; and

WHEREAS, on occasion during extended employee leaves or position vacancies, it is necessary for the General Manager to temporarily promote or move employees into positions of increased responsibility, and for which the promoted employee's salary should be adjusted to reflect the position change; and

WHEREAS, there currently exists no District policy regarding salary adjustments for temporary promotions or job changes and this Resolution has been developed to ensure transparency and accountability by providing direction on this matter.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby approve Resolution 28-2024 authorizing the General Manager to assign staff temporary job assignments in different positions within the District and to adjust their pay as needed, within the approved salary schedule, to reflect the modified responsibilities.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 8, 2024, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 8, 2024.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: October 8, 2024

SUBJECT: Agenda Item 5Ai: Adoption of a Resolution Approving the Amendments to Article VIII (“Cross Connection Control”) of Water Ordinance No. 2-17 Sections: 8.1.5.4, 8.1.6.3, 8.1.6.3 (c), 8.1.7.1, and Adding Sections: 8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, 8.1.10 Public Outreach and Education, 8.1.11 Local Entity

RECOMMENDED ACTION:

Move to adopt resolution 29-2024 Approving the Amendments to Article VIII (“Cross Connection Control”) of Water Ordinance No. 2-17 Sections: 8.1.5.4, 8.1.6.3, 8.1.6.3 (c), 8.1.7.1, and Adding Sections: 8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, 8.1.10 Public Outreach and Education, 8.1.11 Local Entity.

BACKGROUND:

On September 10, 2024 the Board of Directors held the first reading of the proposed amendments to the Water Ordinance 2-17 Article VIII (Cross Connection Control) Sections: 8.1.5.4, 8.1.6.3, 8.1.6.3 (c), 8.1.7.1, and Adding Sections: 8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, 8.1.10 Public Outreach and Education, 8.1.11 Local Entity. Per District policy, the Public Notice for today’s hearing was published in the Union Democrat on September 28, 2024.

GCSB Ordinance 2-17 was initially authorized to establish and regulate the Cross-Connection Control Program, designed to prevent the contamination of the public water supply through the management of cross-connections and backflow incidents.

However, as of July 1, 2024, the State has released an updated Cross-Connection Control Program which introduces new standards and requirements to enhance the protection of public water systems. These updates reflect changes in regulatory frameworks, and improved methodologies for managing cross-connections. The updated State program mandates revisions to existing municipal ordinances to align with these new standards, including more stringent inspection protocols, enhanced training requirements, and updated compliance procedures.

To ensure our local regulations remain consistent with State requirements and to address emerging challenges in cross-connection control, it is necessary to amend Article VIII of Ordinance 2-17 and update Article VIII of existing Ordinance 2-17. This amended Ordinance will incorporate the updated State standards and amend Article 8 to reflect the

latest regulatory changes, thereby strengthening our program's effectiveness and safeguarding public health by preventing potential contamination of our water supply.

The Groveland Community Services District (GCSD) is required to amend existing Article VIII of the Ordinance No. 2-17 “Cross Connection Control” by adding new sections (8.1.8, 8.1.9, 8.1.10, and 8.1.11) as per updated regulations for Cross Connection Control Program, which took effect on July 1, 2024.

The revised program introduces more stringent standards for preventing contamination of public water systems through enhanced backflow prevention protocols, updated inspection and testing procedures. These changes are critical in addressing evolving challenges in water system protection and ensuring the highest level of public health safety. The current ordinance no longer adequately reflects these new requirements, which could result in compliance issues and potential risks to our water supply. The updated Ordinance is designed to align with the updated State program by incorporating these new standards, refining enforcement mechanisms, and clarifying roles and responsibilities for both property owners and District staff. By adopting the new ordinance, the Groveland Community Services District will not only ensure regulatory compliance but also reinforce its commitment to protecting public health and sustaining the integrity of our water supply.

Changes to the Ordinance are shown in colored text as additions and deletions.

ATTACHMENTS:

1. Resolution 29-2024
2. Notice of Publishing Affidavit
3. Article VIII Cross Connection Control Program

AFFP
NOTICE OF PROPOSED ORDINANCE

Affidavit of Publication

STATE OF CALIFORNIA }
COUNTY OF TUOLUMNE } SS

NOTICE OF PROPOSED ORDINANCE AMENDMENTS
GROVELAND COMMUNITY SERVICES
DISTRICT

Carey Martin, being duly sworn, says:

NOTICE IS HEREBY GIVEN that at its regular meeting on OCTOBER 8, 2024, the Board of Directors of the Groveland Community Services District (GCSD) will consider amendments to Article VIII ("Cross Connection Control") of Water Ordinance No. 2-17. Amendments to the ordinance are proposed to comply with new state regulations from the State Water Resources Control Board (SWRCB) concerning cross-connection requirements. A summary of the proposed amendments follows below:

That she is Principal Clerk of the Union-Democrat, a daily newspaper of general circulation, published in Sonora, Tuolumne County, California; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 28, 2024

To comply with new state regulations specified in the SWRCB's Cross-Connection Control Policy Handbook (CCCPH), the proposed ordinance will add new sections to Article VIII of Water Ordinance No. 2-17:

Section 8.1.8 - Recordkeeping. GCSD must establish and maintain a recordkeeping system that complies with CCCPH Section 3.5.1.

Section 8.1.9 - Backflow Incident Response and Reporting. GCSD must create and implement procedures for investigating and responding to suspected or actual backflow incidents. These procedures should align with the requirements outlined in CCCPH Chapter 3, Article 5.

Section 8.1.10 - Public Outreach and Education. GCSD must establish a public outreach and education program focused on cross-connection control and backflow protection. This program should aim to inform staff, customers, and the community about these important topics. To fulfill this requirement, the District may use various methods, including periodic inserts in water bills, pamphlet distribution, new customer documentation, email communications, and consumer confidence reports.

Section 8.1.11 - Local Entity Coordination. GCSD must collaborate with relevant local entities involved in cross-connection control or public health protection. This coordination is essential for conducting hazard assessments, ensuring the provision of appropriate backflow protection, and assisting in the investigation of backflow incidents. Relevant local entities may include plumbing and permitting officials, health departments, law enforcement agencies, fire departments, maintenance personnel, and both public and private organizations.

Also proposed for amendment are the following sections:

8.1.5.4 to clarify responsibility for annual backflow device testing, requiring certified testers and testing schedules

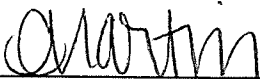
8.1.6.3 clarifying the District as the owner of the water system.

8.1.6.3 (c) clarifying the annual testing schedule

8.1.7.1 Added Section to clarify that the District will have the backflow device

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Principal Clerk

Subscribed to and sworn to me this 28th day of September 2024.



Carey Martin, Principal Clerk, Tuolumne County, California

00000540 00034303

GROVELAND COMMUNITY SVCS.
PO BOX 350
GROVELAND, CA 95321

tested and cost billed to the property owner in the event deadline requirements are not met.

Copies of the draft ordinance are available at the GCSD office (18966 Ferretti Road, Groveland, CA 95321) and at www.gcsd.org. You may also contact the Board Secretary at rpearlman@gcsd.org or by calling (209) 962-7161.
Publication date: September 28, 2024
The Union Democrat, Sonora, CA 95370

RESOLUTION 29-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE AMENDMENTS TO ARTICLE VIII (“CROSS CONNECTION CONTROL”) OF WATER ORDINANCE NO. 2-17 SECTIONS: 8.1.5.4, 8.1.6.3, 8.1.6.3 (C), 8.1.7.1, AND ADDING SECTIONS: 8.1.8 RECORDKEEPING, 8.1.9 BACKFLOW INCIDENT RESPONSE, 8.1.10 PUBLIC OUTREACH AND EDUCATION, 8.1.11 LOCAL ENTITY

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, Title 17 of the California Code of Regulations prescribes that the water supplier shall protect the public water system from contamination by implementation of a cross-connection control program; and

WHEREAS, it is a requirement of the State of California that the Groveland Community Services District (hereinafter referred to as GCSD) establish a cross-connection control program satisfactory to the State Water Resources Control Board; and

WHEREAS, cross-connections within the customer's water system pose a potential source of contamination to the public water system; and

WHEREAS, the GCSD has adopted a cross-connection program which is contained within its Water Ordinance No. 2-17 Section 8; and

WHEREAS, changes in state regulations require amendments to Water Ordinance No. 2-17 Section 8; and

WHEREAS, the Board of Directors conducted a first reading of amendments to Ordinance No. 2-17 Sections: 8.1.5.4, 8.1.6.3, 8.1.6.3 (c), 8.1.7.1, and Adding Sections: 8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, 8.1.10 Public Outreach and Education, 8.1.11 Local Entity.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby adopt Resolution 29-2024 approving the amendments to Article VIII (“Cross Connection Control”) of Water Ordinance No. 2-17 Sections: 8.1.5.4, 8.1.6.3, 8.1.6.3 (c), 8.1.7.1, and adding Sections: 8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, 8.1.10 Public Outreach and Education, 8.1.11 Local Entity.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 8, 2024, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 8, 2024.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: October 8, 2024

SUBJECT: Agenda Item 6A: Adoption of a Resolution Authorizing the General Manager to Enter into a Contract with ClearGov to Provide Budgeting and Reporting Subscription Services and Approving Related Budget Adjustments

RECOMMENDED ACTION:

I move to adopt resolution 30-2024 Authorizing the General Manager to Enter into a Contract with ClearGov to Provide Budgeting and Reporting Subscription Services and Approving Related Budget Adjustment.

BACKGROUND:

The District currently relies on an Excel spreadsheet for its annual budget preparation and presentation. This method is time consuming, prone to errors, and lacks professional presentation quality. As the District aims to streamline its processes by exploring more efficient and effective alternatives, staff met with Alison Bekolay, ClearGov representative, for a demonstration of their budgeting software subscription service.

ClearGov provides collaborative, web-based modules for operational, personnel, and capital budgeting that automate data entry and calculations through built-in checks and formulas. Its multi-year forecasting capabilities will be invaluable for preparing our budgets and ensuring effective planning for the District's future. Additionally, the software generates customizable reports and visualizations, simplifying the communication of financial information to stakeholders. Other key benefits include an automated audit trail, fund balance metrics, year-end projections, and enhanced departmental collaboration.

Additionally, staff met with a second, similar software service company, *OpenGov* for a product demonstration and price comparison. *OpenGov* offers a comparable product, however, the setup and annual maintenance costs were significantly higher, and the implementation timeline extends several months, which does not allow staff to utilize the software program for the upcoming budget cycle. After careful evaluation, it was concluded that ClearGov best aligns with our needs while offering competitive pricing.

FINANCIAL IMPACT

One-time set up fee of \$2,500, and \$7,791.67 Pro-Rated Subscription Fee which covers the remainder of FY25. Beginning in FY26 the annual Subscription Fee is \$11,000, with an annual rate increase of 3% through June 30, 2027, the initial contract period. The program will increase productivity and ensure accuracy and assists with compliance with grant terms.

ATTACHMENTS:

1. Resolution 30-2024
2. ClearGov Service Order/Contract through June 30, 2027

RESOLUTION 30-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH CLEARGOV TO PROVIDE BUDGETING AND REPORTING SUBSCRIPTION SERVICES AND APPROVING RELATED BUDGET ADJUSTMENTS

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 initiated a proposal from ClearGov to provide Budgeting and Reporting Subscription Services; and

WHEREAS, ClearGov provides collaborative, web-based modules for operational, personnel, and capital budgeting that automate data entry and calculations through built-in checks and formulas; and

WHEREAS, its multi-year forecasting capabilities will be invaluable for preparing our budgets and ensuring effective planning for the District's future. Additionally, the software generates customizable reports and visualizations, simplifying the communication of financial information to stakeholders; and

WHEREAS, after careful evaluation, it was concluded that ClearGov best aligns with our needs while offering competitive pricing; and

WHEREAS, on review of the Proposal staff recommends the approval of the District to enter into agreement for Budgeting and Reporting Subscription Services.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby approve Resolution 30-2024 Authorizing the General Manager to Enter into Agreement with ClearGov to Provide Budgeting and Reporting Subscription Services and Approving Related Budget Adjustments.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 8, 2024, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 8, 2024.

DATED: _____

Created by	Alison Bekolay
Contact Phone	(414) 477-7627
Contact Email	abekolay@cleargov.com

Order Date	Sep 24, 2024
Order valid if signed by	Oct 15, 2024

Customer Information					
Customer	Groveland Community Services District	Contact	Michelle Ronning	Billing Contact	
Address	18966 Ferretti Road	Title	Finance Officer	Title	
City, St, Zip	Groveland, CA 95321	Email	mronning@gcsd.org	Email	
Phone	(209) 962-7161			PO # (If any)	

The Services you will receive and the Fees for those Services are...			
Set up Services		Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 1	\$ 7,200.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions		Tier 1	\$ (4,700.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME			\$ 2,500.00
Subscription Services		Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition		Tier 1	\$ 9,600.00
ClearGov BCM Personnel Budgeting - Civic Edition		Tier 1	\$ 8,800.00
ClearGov BCM Capital Budgeting - Civic Edition		Tier 1	\$ 6,600.00
ClearGov BCM Digital Budget Book - Civic Edition		Tier 1	\$ 5,500.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions		Tier 1	\$ (19,500.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 11,000.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Oct 16, 2024	Oct 16, 2024	ClearGov Setup Services
Pro-Rata	Oct 16, 2024	Jun 30, 2024	ClearGov Subscription Services
Initial	Jul 1, 2024	Jun 30, 2027	ClearGov Subscription Services

To be clear, you will be billed as follows...			
Billing Date(s)	Amount(s)	Notes	
Oct 16, 2024	\$ 2,500.00	One Time Setup Fee	
Oct 16, 2024	\$ 7,791.67	8.5-Month Pro-Rata Subscription Fee	
Jul 16, 2025	\$ 11,000.00	Annual Subscription Fee	
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.			
Billing Terms and Conditions			
Valid Until	Oct 15, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.	
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.	
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.	
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.	

General Terms & Conditions

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Peter J. Kampa
Title	General Manager

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade		If Yes: Original Service Order Date	
	No		

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: October 8, 2024

SUBJECT: Agenda Item 6B: Adoption of a Resolution to Authorize the General Manager to Submit an Application for Grant Funding through the Bureau of Reclamation for a WaterSMART Water and Energy Efficiency Grant Program for Fiscal Year 2025 for the Groveland Automated Metering Infrastructure Project

RECOMMENDED ACTION:

Move to adopt resolution 31-2024 Authorizing the General Manager to Submit an Application for Grant Funding through the Bureau of Reclamation for a WaterSMART Water and Energy Efficiency Grant Program for Fiscal Year 2025 for the Groveland Automated Metering Infrastructure Project.

BACKGROUND:

The Department of the Interior offers grant funding through its Bureau of Reclamation's (USBR) WaterSMART (Sustain and Manage America's Resources for Tomorrow) Water and Energy Efficiency Grant Program, which supports water management organizations developing projects that result in quantifiable and sustained water savings, increase energy efficiency and the production of hydropower, and support broader water reliability benefits.

DISCUSSION:

The District water system currently utilizes manual water meters to monitor and measure the amount of water used within each active connection. District's operators must visit each individual meter and manually record each water meter reading each month to obtain water usage information. The District's existing meter reading system is outdated, inaccurate, and inefficient due to its excessive labor time to read meters, cost of vehicle maintenance, and Greenhouse Gas emissions from the vehicle miles traveled. Therefore, staff is proposing to replace its existing water metering system with Automatic Metering Reading (AMR) system, that will transfer meter readings wirelessly.

Staff is currently working with the Tuolumne Stanislaus Integrated Regional Management (IRWM) JPA to prepare a grant application for the Groveland Automated Metering Infrastructure Project, which proposes to replace approximately 3,256 existing manual water meters with new AMR meters. The new water meters will be installed in the same location as the existing meters and additional required infrastructure will be placed accordingly to ensure optimal transmission of water meter data. We have installed nearly 100 of the smart meters to date as part of a pilot project and have had excellent results.

Due to the \$2 million application cap, we are requesting that the Board authorize staff to submit the application either through the IRWM or the District directly depending on how many entities seek funding from our region. The grant program funds up to 50% of the total project costs, and the remainder would be covered by our water enterprise funds and potentially a loan.

FISCAL IMPACT:

This project is a high priority as it will greatly improve meter reading efficiency, improve customer service, reduce customer and system water losses, and allow for rapid identification and location of leaks, thus reducing property damage and saving cost. There is no fiscal impact associated with submitting the application, other than the cost of engineering time, expected to not exceed \$5000. The grant covers up to 50% of the project cost. Staff will return to the Board with a request for approval to accept any award under these applications and request a budget amendment at that time.

ATTACHMENTS:

1. Resolution 31-2024
2. Notice of Funding Opportunity (hyperlink)
 - a. https://www.gcsd.org/files/355704000/Bureau+of+Reclamation+Water+Smart+Grant_Smart+Meter.pdf

RESOLUTION 31-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO SUBMIT AN APPLICATION FOR GRANT FUNDING THROUGH THE BUREAU OF RECLAMATION WATERSMART WATER AND ENERGY EFFICIENCY PROGRAM FOR FISCAL YEAR 2025 FOR THE GROVELAND AUTOMATED METERING INFRASTRUCTURE 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 U.S. Department of the Interior Bureau of Reclamation provides funding opportunities for water and energy efficiency projects as part of the Bureau of Reclamation's WaterSMART Water and Energy Efficiency Program; and

WHEREAS, the Groveland Community Services District (District) desires to submit a grant application for the Automatic Meter Reading Installation Project (Project); and

WHEREAS, the Bureau of Reclamation has been delegated the responsibility for the administration of this grant program and establishing necessary procedures; and

WHEREAS, said procedures established by the Bureau of Reclamation require the applicant to certify by resolution the identity of the official with legal authority to enter into an agreement; that the appropriate official or governing body has reviewed and supports the application submitted; the capability of the applicant to provide the amount of funding and/or in-kind contributions specified in the application funding plan; and that the applicant will work with the Bureau of Reclamation to meet established deadlines or entering into a cooperative agreement; and

WHEREAS, the applicant will enter into a cooperative agreement or grant agreement with the Bureau of Reclamation to complete the Project if awarded grant funds.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby adopt Resolution 31-2024 authorizing the General Manager to submit an application for Grant Funding through the Bureau of Reclamation WaterSMART Water and Energy Efficiency Program for Fiscal Year 2025 for the Groveland Automated Metering Infrastructure Project and resolves as follows:

SECTION 1. The General Manager, or his designee, is hereby authorized to act as agent with legal authority to enter into the grant agreement, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and any other grant required correspondence which may be necessary for the completion of the grant program.

SECTION 2. The General Manager, or designee, is hereby authorized to certify that the District will have sufficient matching funds to operate and maintain the grant project requirements in the amount not to exceed \$2,000,000.

SECTION 3. The General Manager, or his designee, will work with the Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement.

SECTION 4. Certifies that the Board of Directors of the Groveland Community Services District has reviewed and supports the proposed application.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 8, 2024, by the following vote:

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

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 8, 2024.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa General Manager

DATE: October 8, 2024

SUBJECT: Agenda Item 6C: Adoption of a Resolution Approving the Memorandum of Understand (MOU) between the District and Operating Engineer’s Local No. 3 Effective October 18, 2024 through June 30, 2029, and Recognizing that the MOU Terms and Conditions Apply to Non-Represented Employees

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 32-2024 Approving the Memorandum of Understand (MOU) between the District and Operating Engineer’s Local No. 3 Effective October 18, 2024, through June 30, 2029, and Recognizing that the MOU Terms and Conditions Apply to Non-Represented Employees.

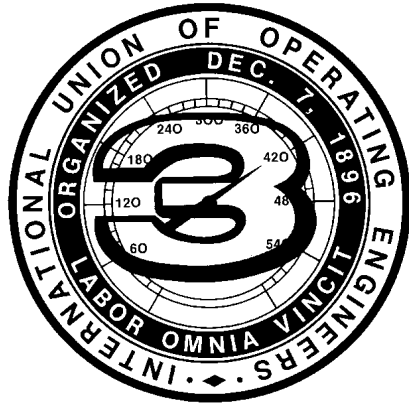
BACKGROUND:

The District’s operations employees are represented by Operating Engineers Local #3 (Union). The Memorandum with the Union expired on June 30, 2024, and the District has been negotiating a revised agreement for the past couple of months. The Board met in closed session on August 13, 2024 and gave direction to its negotiating team regarding the terms of the negotiation. The Board was provided with an update in closed session on September 10, 2024. Based on Board direction, the District and the Union have come to an agreement on the terms of the MOU, which have been compiled into a redlined final MOU format attached.

The attached resolution also ties the employment terms and conditions of non-represented employees to those detailed in the MOU.

ATTACHMENTS:

1. Memorandum of Understand (MOU)
2. Resolution 32-2024



MEMORANDUM OF UNDERSTANDING

Between Groveland Community Services District
and the Operating Engineers Local #3 for the
Maintenance and Operations Unit

Effective October 8, 2024-June 30, 2029

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Article 1. GENERAL PROVISIONS

Section 1.1 PREAMBLE

A. Purpose

After meeting and conferring in good faith to reach agreement concerning the wages, hours, and other terms and conditions of employment for the Maintenance and Operation Unit (hereinafter "Unit"), this memorandum of understanding (hereinafter "MOU" or "Agreement") is hereby made between the Groveland Community Services District (hereinafter "District") and the employees in the Maintenance and Operation Unit (hereinafter "Employees"), as represented by the Operating Engineers, Local 3 (hereinafter "Association").

B. Applicability

To the extent that any rule, regulation, policy, or procedure of the District's Employee Handbook and Classification and Compensation Plan, as periodically amended by the District Board of Directors, is inconsistent with a rule, regulation, policy, or procedure in this Agreement, then this Agreement controls. The Employee Handbook and the District's Classification and Compensation Plan, each of which are made a part of this Agreement, but are attached under separate cover, have sections that are governed by "meet and confer" process. The District Board of Directors has the authority to change these two documents. However, should the Board of Directors wish to change a section in either of these two documents, then either District Management or the Association may call a meet and confer to assess the desired changes on the Employees.

The District, at its sole discretion and without the requirement to meet and confer, maintains the authority to direct the workforce, assign specific job duties and responsibilities, establish and modify required skill levels, licensure, certification or training requirements as needed to accomplish the standard of service desired by the Board of Directors; or for compliance with laws, regulations or industry standards.

C. Recognition

As set forth in the District's Resolution Number 8-99, the District recognizes the Operating Engineers, Local 3 as the exclusive representative for the employees in the Maintenance and Operation Unit. The classification of employees belonging to the Maintenance and Operation Unit are set forth in the District's Classification and Compensation Plan.

D. Effective Date

The benefits provided to Employees by this Agreement shall be effective with the beginning of the first payroll/pay period after ratification.

E. Term of Agreement

This Agreement shall remain in effect from October 8, 2024 to June 30, 2029. In each fiscal year during the term of this Agreement, either party may reopen negotiations regarding health or welfare benefits by providing 30 days advance written notification to the other party.

F. Zipper Clause

This Agreement reflects the complete and final agreed-upon understanding of all meet-and-confer items. Unless expressly provided for herein, neither party will be required to negotiate during the term of this Agreement, any wage, hour, and other terms and conditions of employment, whether either or both parties knew or contemplated any such item during the meet-and-confer process.

Section 1.2 ADMINISTRATION

A. Management's Rights

The District on its behalf retains and reserves all rights, powers, authorities, duties, and responsibilities confirmed or vested in it by the laws and Constitutions of the State of California and the United States of America. The exercise of any such right, power, authority, duty, or responsibility and the adoption of rules, regulations, policies, and those which apply to the employees represented by the Association, shall be limited only by the terms of this Agreement.

The Association agrees that all of the functions, rights, powers, authorities, duties, and responsibilities of the District in regard to the operation of its work and business and the direction of its work force, which the District has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement, are and shall remain exclusively those of the District.

B. Association's Rights

1. Public Meetings of the District's Board of Directors

The Association shall receive notice of the public meetings of the District's Board of Directors, including a copy of the meeting's agenda and minutes. Absent exigent circumstances that make attendance impracticable, the Association President shall be granted paid release time to attend such meetings if held during scheduled work hours. The Association President may designate another employee to attend in his/her absence upon approval by the General Manager.

2. Voluntary Dues Deductions

During the term of this Agreement, as allowed under law, the District will deduct the amount of Association dues from employees' biweekly paychecks, as requested and authorized by each employee in writing; unless an employee's biweekly paycheck earnings do not fully cover such an amount. The District will then remit such deducted amounts to the Association President or his/her designee as soon as practicable after each deduction. The Association President or his/her designee must provide written notice of the amount of Association dues prior to the start of any deductions and must provide the District at least thirty (30) days prior written notice of any change in the amount of Association dues.

The Association is solely responsible for collection of Association dues directly from an employee where that employee's biweekly paycheck earnings are insufficient to cover such amount of Association dues. Deductions will be terminated upon an employee's request, separation from District employment, or transfer to a position outside of the Unit. The Association will indemnify the District for any improper deductions made, including any necessary reimbursement to an employee.

Section 1.3 EQUALITY IN EMPLOYMENT

It is the policy of the District to employ persons with the best available skills and/or work ethic for efficient provision of high quality service to the public. Accordingly, the District will actively promote equal opportunity in all aspects of employment, including: recruitment; hiring; promotion; transfer; training; compensation; benefits; working conditions; reductions-in-force; reinstatement; and all other matters of employment.

Equality of job opportunity will be based solely on job-related skills, knowledge, and performance without discrimination on the basis of the person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, and age over forty (40), whether perceived or associated with a person who has, or is perceived to have any of the above-referenced characteristics protected by law.

Preference in hiring, however, shall be extended to qualified applicants who have honorably served in the United States military and can demonstrate such.

Section 1.4 DEFINITIONS

A. Call Back

Return to duty outside of the employee's normally assigned work shift at the request of his/her supervisor or as required for performance of assigned duties.

B. District Premises

All District Properties, including the main administration/operations/maintenance facilities, Mary Laveroni Community Park, Leon Rose Field, water treatment plant facilities, and all buildings, parking lots, service yards, fire stations, lift stations, pump stations, patios, lunchrooms, break areas, restrooms, loading docks, District-owned vehicles, and work sites where employees perform services for the District regardless of the District's ownership or control of the property.

C. Demotion

The movement of an employee from one classification to another classification with a lower maximum salary range.

D. Overtime

For Operations and Maintenance employees, hours worked more than an employee's normal work schedule of 8 or 9 hours in a day, or forty (40) in a workweek. For purposes of determining which hours constitute overtime, hours paid for vacation, sick leave, jury duty and bereavement leave are ~~not~~ counted as days worked for calculating overtime, when such days taken fall on an employee's regular work day. However, Holiday leave is counted as a day worked for calculating overtime, when such days taken fall on an employee's regular workday.

E. Probationary/Introductory Employee

A newly hired employee who is subject to a 12-month probationary period.

E.F. _____ Promotion

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The movement of an employee from one classification to another classification with a higher maximum salary range.

F.G. Spouse

The person to whom an employee is legally married or is registered as a domestic partner, where applicable.

G.H. Workweek

A period of seven (7) days on which the District bases its payroll.

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Article 2: BENEFITS/ SALARY

Section 2.1 CONTINUATION OF BENEFITS DURING UNPAID LEAVE

As an amendment to the District's Resolution Number 2-99, an employee will continue to receive the benefits contained in this Article as required by state and federal leave laws.

Section 2.2 MEDICAL INSURANCE

The District provides medical insurance to eligible employees as follows:

The District pays 100% of the premium, including for dependent coverage, related to the Blue Cross Plan. ~~effective January 1, 2019.~~

Employees in the following employment classifications are eligible to participate in the medical insurance plan:

- Regular full-time employees
- Probationary/Introductory employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between GCSD and the insurance carrier.

For the purposes of this policy, dependents are defined as spouse, domestic partner, and unmarried children up to the age of 23. Dependents may remain on the District's health insurance plan after the age of 23 as allowed by law and the insurance carrier, at the expense of the employee. Heterosexual domestic partners must file a notarized domestic partner affidavit to qualify for health benefits.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy for more information.

An employee will continue to receive health benefits as allowed by law while on unpaid leave status.

Medical Opt Out

In an effort to control costs, and to continue to make it possible for the District to provide the level of benefit of a health plan with zero premium cost share for employee and dependent coverage, employees covered under a spouse or parent plan, that is not a Covered California Plan, may opt out of the District's health plan and receive a cash benefit in lieu. The District will offer 50% of the employee's eligible plan's monthly premium, i.e. employee only, employee plus 1, and family. This money is taxable income, and an insurance waiver must be completed each year that also certifies employee is covered by an alternative plan.

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Details of the health insurance plan can be obtained from Personnel Services.

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Section 2.3 VISION INSURANCE

The District shall make available Vision Insurance for each employee and his/her family members. Each employee should refer to the policy for exact specifications and requirements. Additional information regarding services may be obtained directly from the vision insurance provider.

Section 2.4 DENTAL INSURANCE

The District shall make available Dental Insurance for each employee and his/her family members. Each employee should refer to the policy for exact specifications and requirements. Additional information regarding services may be obtained directly from the Dental insurance provider.

Section 2.5 VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees
- Probationary/Introductory employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedules:

Year 1 = 80 hours (2 weeks)

Year 2 = 88 hours

Year 3 = 96 hours

Year 4 = 104 hours

Year 5 = 112 hours

Year 6 = 120 hours (3 weeks)

Year 7 = 128 hours

Year 8 = 136 hours

Year 9 = 144 hours

Year 10 = 152 hours

Year 11 = 160 hours (4 weeks)

Year 12 = 168 hours

Year 13 = 176 hours

Year 14 = 184 hours

Year 15 = 192 hours

Year 16 = 200 hours (5 weeks) cap

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The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to accrue paid vacation time according to the schedule. However, before an employee becomes vested in, and vacation time can be used, a waiting period of 180 calendar days must be completed. After that time, employees can request use of earned vacation time, including that accrued during the waiting period. In the event that an employee is terminated prior to completing the 180 day waiting/vesting period detailed above, no vacation leave shall have accrued or be paid on termination.

Paid vacation time can be used in minimum increments of one hour. To take vacation, employees must request at least two (2) weeks advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Unless workload and designated responsibilities permit, only one (1) person shall be permitted from any group to use their vacation credit at any particular time. Unless workload and designated responsibilities permit, Monday and/or Friday vacation leave may not be granted. Supervisors will resolve conflicting vacation leave requests based on business necessity.

An employee may not use sick leave in lieu of vacation leave. Holidays falling within an employee's authorized vacation leave will not be charged as vacation credit.

Vacation time off is paid at the employee's base pay rate at the time of vacation. Vacation pay for an absence of a full work day will be calculated based on the employee's straight-time pay rate times the number of hours the employee would otherwise have worked on that day.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. However, employees are subject to a maximum vacation accrual cap of 240 hours two (2) times their annual rate of accrual. If the total amount of unused vacation time reaches a "cap" equal to 240 hours, then vacation is automatically paid down to 120 hours, unless otherwise authorized by the General Manager. Employees may cash out accrued vacation twice a year, but must maintain a minimum of 40 accrued hours.

In the event that an employee is off work due to a workers comp injury or disability, either short-term or long-term, FMLA leave or some other leave approved by the District, the District will coordinate the benefits of such leave with other benefits covered in this Handbook, such as accumulated vacation time, at the employee's request.

Vacation hours will count as "hours worked" for the purposes of calculating overtime.

Upon termination of employment, regular employees will be paid for unused vacation time that has been earned through the last day of work.

Section 2.6 HOLIDAYS

GCSD will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)

- Veterans Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)
- New Year's Eve (December 31)
- Personal Holiday (1)

GCSD will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees
- Probationary/Introductory employees

The District will recognize and observe Presidential Proclamations for national observances and employees will receive holiday pay. The District also reserves the right to declare a District holiday in which employees shall receive holiday pay.

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A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In some cases, the General Manager may elect to modify this policy.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate (double time) for all the hours worked on the holiday, unless otherwise stipulated by union contract.

Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed.

Section 2.7 SICK LEAVE BENEFITS

GCSD provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees
- Introductory (probationary) employees

Eligible employees will accrue sick leave benefits at the rate of 3.69 hours per pay period. Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in minimum increments of one hour. An eligible employee may use sick leave benefits as allowed under law and for:

Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

- For an employee who is a victim of domestic violence, sexual assault, or stalking (to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child)
- Required participation in a trial or other court proceeding related to domestic violence, sexual assault, or stalking.

The definition of Family includes, and paid sick leave authorized for care for:

- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- Spouse, sibling, grandparent, grandchildren, spouse and registered domestic partner

All employees must notify their immediate supervisor of their need for sick leave time within one-half (1/2) hour of the normal time for reporting to work. A sick or disabled employee is expected to call personally, if reasonably possible, or have another person make the proper notification. A reason for not making personal notification shall be given immediately upon return to work. Unless physically incapacitated, failure to provide notice shall result in that day of absence being treated as a leave of absence without pay.

Sick leave benefits will be calculated based on the employee's base pay rate as identified in the adopted Salary Schedule. Sick leave pay for an absence of a full work day will be calculated based on the employee's straight-time pay rate times the number of hours the employee would otherwise have worked on that day.

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation and/or State Disability Insurance (SDI). Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from SDI, workers' compensation or GCSD-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's base salary weekly earnings.

An employee may be required to provide proper medical certification for an absence, including an estimated return to work date and/or medical release to return to full duty. For sick leave absences that exceed three (3) consecutive days, a doctors' note or General Manager approval must be provided in order to be able to use sick leave time. For any medical leave lasting longer than a week, medical certification may be required on a weekly basis or as required by law. ~~Upon an employee's retirement, unused sick leave can be converted into days to report to CalPERS for the purposes of enhancing the retirement benefit, per CalPERS then current rules and regulations.~~

There will be no cap on sick leave accrual, however, the District will only pay out a total of 150 accrued sick leave hours upon termination of employment. Employees may use remaining accrued sick leave hours to convert into retirement service credit with CalPERS, per the current CalPERS rules and regulations that exist at the time. Employees will also be provided the option to not receive the 150 hour payout and opt to have all of their accrued sick leave hours

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converted into retirement service credit.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed (except as provided above). Upon termination of employment, the Regular, Non-Introductory employee will be paid for one half of the accrued sick leave at the employee's then current base salary. Employees terminated during their Introductory Period shall not be paid for any accrued sick leave.

Sick hours will count as "hours worked" for the purposes of calculating overtime.

Section 2.8 TIME OFF TO VOTE

GCSD encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, GCSD will grant up to 1 hour of paid time off to vote.

Employees shall request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Section 2.9 BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member shall notify their supervisor immediately.

Up to 2 days of paid bereavement leave will be provided to eligible employees in the following classification(s):

- Regular full-time employees
- Probationary/Introductory employees

Bereavement pay is calculated based on the base pay rate at the time of absence. Bereavement leave pay for an absence of a full work day will be calculated based on the employee's straight-time pay rate times the number of hours the employee would otherwise have worked on that day.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

Family is defined in sick leave policy.

Section 2.10 JURY DUTY

GCSD encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request paid jury duty leave. There is no limit to the amount of paid jury duty time available related to regular juror service. However, employees are not eligible for paid jury duty related to grand jury service. Further, employees performing

regular juror service must remit jury duty pay provided by the court to the District in order to receive District-paid jury duty leave.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Probationary/Introductory employees

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either GCSD or the employee may request an excuse from jury duty if, in GCSD's judgment, the employee's absence would create serious operational difficulties.

GCSD will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

Section 2.11 EMPLOYEE RETIREMENT MEDICAL BENEFIT

Employees hired on or after July 1, 2016 shall not be eligible for Retirement Medical Benefits paid by the District. Employees hired prior to July 1, 2013 working in a full-time status will be considered vested in the GCSD Retirement Medical Plan after ten (10) years of full-time employment. They are eligible for this benefit if, after vesting in the plan, they have retired from the District and immediately applied for pension benefits under Public Employees' Retirement System (PERS). Employees with 10 or more years of service with the District who terminate their employment with the District and who either work for another PERS employer or who are not of PERS retirement age, lose their vested interest in the GCSD Retirement Medical Plan.

The vesting schedule related to Employee Retirement Medical Benefits, for employees hired between July 1, 2013 and July 1, 2016 as set forth by Section 322 of the Employee Handbook, shall be as follows:

Length of Employment	Vesting Time
0-5 Years	20 Years
6-8 Years	15 Years
8+ Years	10 Years

Section 2.12 RETIREMENT BENEFITS (CALPERS)

All Regular District employees are covered by the California Public Employees' Retirement System (CalPERS). Bargaining unit members ("classic" members under the CalPERS system) shall pay a total employee contribution of ~~4.58~~% of salary.

Employees hired on or after January 1, 2013 ("new" members under the CalPERS system) shall be enrolled in the statutory retirement formula and shall contribute the statutory employee contribution set forth by the Government Code. Employee contributions are deducted prior to deferral and state withholding, which lowers taxable income (tax deferred income). PERS is

supplemented by FEDERAL SOCIAL SECURITY and MEDICARE coverage, with these costs split between employer and employee (50% each).

Section 2.13 CERTIFICATION ASSISTANCE

Job Required

GCSD recognizes that the skills and knowledge of its employee are critical to protect the health and safety of GCSD customers and taxpayers. For this reason, the District requires employees to achieve certifications that are required for their jobs and to continue a path achieving certification, skills and experience beyond their position requirements and for subsequent promotions. The District will purchase study materials and may provide study programs to assist employees with passing certification exams and achieving overall higher levels of job related competencies.

Proposed Change:

Above Job Requirements

Bargaining unit must propose plan to the District that includes list of certifications and additional work responsibilities that come with each certification for which extra pay is to be received. Certifications must result in a higher level of ongoing responsibility for the employee and provide an added benefit to the District services. District will only pay for the cost associated with obtaining the certification once successful completion of all requirements to obtain certification have been satisfied. Only successful test completion cost will be reimbursed, employee will not be reimbursed for any expense associated with a test that results in a fail. Ex: Fail first attempt and pass on second attempt, only second attempt cost will be reimbursed. District will not monitor employee certification expiration dates regularly, it will be the sole responsibility of the employee. Employees who let a certification expire and do not provide a replacement or notify the District of its expiration and continue to receive the pay benefit, will be responsible for reimbursing the District for months paid at the higher certification rate after the date of expiration, and subject to disciplinary action. If an employee voluntarily leaves the District within 12- months of receipt of certification, all costs associated with the certification (classes, test fees, etc.) will be paid back to the District and deducted from employee's final paycheck.

Section 2.14 WAGES/COLA

Effective July 1 of each year of the MOU, the approved salary schedule for all ranges and classifications shall be adjusted by the West Region Consumer Price Index, or 3%, whichever is less. The District salary schedule will be adjusted July 1 of each year by the CPI-U Western Region March 12-Month average, but no less than 1%.

Section 2.15 WORK SCHEDULE/ALTERNATIVE WORK SCHEDULES

The District recognizes the value of a work schedule that takes into account the personal needs of the employee and their family. A fixed work schedule of five, eight hour days can result in inappropriate use of sick or vacation leave to attend to day to day family affairs. It is recognized that the District is a customer service organization and must be available 24x7 to provide safe, reliable services. The District will endeavor to implement a modified and/or flexible schedule to allow for a 4-10 and/or 9-80 work schedule. It is agreed that the modified schedule will not increase overtime costs over historical amounts or reduce customer

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services as determined by the District. The modified work schedule is desired by District management, but discretionary on the part of the District, not mandatory. If District Management in its sole discretion concludes that the 9/80 ~~or 4/10~~ alternative work schedule is not conducive to District operations, the District will meet and confer on the impact of discontinuing the program, ~~or switching from 9/80 to 4/10 or back~~. Thirty days' notice will be provided to employees prior to termination or switching of the alternative work schedule.

In a standard 9/80 alternative work schedule, employees work nine (9) hours per day Monday through Thursday. On alternating Fridays, employees either work eight (8) hours or are scheduled off which results in 80 hours worked over nine (9) work days versus the customary ten (10) work days. The alternating Friday off is referred to as the employee's flex day.

Supervisors and managers will determine which employees are assigned to Shift "A" and which are assigned to Shift "B" to ensure appropriate coverage. Once employees are assigned to a Shift, it is expected to be followed. Permanent changes between Shift "A" and Shift "B" during the Fiscal year will be considered at the discretion of the General Manager.

Work Period

~~For employees assigned to a 9/80 work schedule, an~~ An employee shall work the following two week-cycle:

- Week One: Monday- Thursday (9 hours each day); Friday (8 hours)
- Week Two: Monday - Thursday (9 hours each day); Friday (Flex Day, 0 hours)

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For purposes of calculating overtime, four hours of the Friday worked in week one will be credited as hours worked in week one; the second four hours of the Friday worked in week one will be credited as hours worked in week two. As a consequence, employees will have forty hours scheduled in each work period.

Work Hours

Normal employee work hours shall be established by the District and are subject to change based upon the needs of the District and upon a minimum of two (2) weeks notification to employees.

Holidays

Employees are entitled to 13 paid holidays as defined in the Memorandum of Understanding (MOU). Holiday pay will be calculated based on the employee's straight- time pay rate times the number of hours the employee would otherwise have worked on the Holiday. For example, if the holiday falls on an employee's normal 9 hour work day, the employee will receive 9 hours of holiday pay. Additionally, if the holiday falls on a flex day of 8 hours, the employee will receive 8 hours of holiday pay.

Floating Holiday

A Floating Holiday is time off credit that is provided to an employee for a holiday that falls on a flex day. At the beginning of each fiscal year, the District will give Floating Holiday credit when the holiday falls on their flex day. Floating Holiday shall be credited based on the number of hours the employee would otherwise have worked on the holiday. If an employee utilizes Floating Holiday credit on an 8 hour flex day, they will be charged 8 hours; if an employee

utilizes Floating Holiday credit on a 9 ~~or 10~~-hour workday, they will be charged 9 ~~or 10~~ hours respectively (can be a combination of Floating Holiday plus other leave accrual). Floating Holiday leave balance will start on July 1st to be used at the employee's discretion before the end of the fiscal year on June 30th.

Timekeeping

When an employee takes a vacation on a scheduled 9 hour day, 9 hours will be recorded. When an employee takes vacation on a scheduled 8 hour day, 8 hours will be recorded. The same procedures will be used for recording time off for other reasons (ex. sick, jury duty, bereavement leave, etc.).

Section 2.16 ON CALL PAY

To be eligible for on-call duty in Collections & Distributions, an employee must live and be able to respond within thirty (30) minutes of the District Headquarters. To be eligible for on-call duty in Treatment Operations, an employee must live and be able to respond within one (1) hour of District Headquarters.

On Call Pay shall be as follows:

- Two (2) hours straight time during regular schedule
- Three (3) hours straight time for weekend and regularly scheduled days off
- Four (4) hours straight time for holidays

On Call pay will be considered a stipend, but will use employee's base salary for stipend calculation.

Section 2.17 MONITORING AND OTHER REMOTE WORK PAY PILOT PROGRAM

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Advances in technology and the remote work abilities and benefits that come with them serve as a great benefit to the District services and employees. An employee no longer needs to leave the comfort of their home to return to work when a task, such as SCADA and other system monitoring can be performed remotely via a computer. As a result, overtime guidelines need to be established for this type of after hours work performed that is appropriate, recognizing the level of inconvenience and time, and is a responsible expense of public funds.

When responding to an alarm via SCADA or calls from the answering service from home, employees shall receive compensation in 30-minute increments:

- Up to 30 minutes=30 minutes of pay
- 31-60 minutes=60 minutes of pay
- 61-90 minutes=90 minutes of pay
- 91-120=120 minutes of pay

This Pilot Program is to allow the District a period of time to evaluate the staff time involved with monitoring systems remotely. The District will use a 6-9 month time period to perform this evaluation. After the District concludes its evaluation, it reserves the right to adjust/modify monitoring pay minute increments as it deems appropriate based off of the data that results from the pilot program. This change will not be subject to the meet and confer requirements.

Section 2.18 EMPLOYEE UNIFORM & CLOTHING ALLOWANCE

The nature of GCSD's business requires special clothing and/or uniforms, as well as clothing designed to provide safety. GCSD provides an allowance to employees for the clothing required by each department, as follows.

Operations & Maintenance Department

Uniforms: ~~The District shall use a laundry service to provide a uniform of shirts, pants, and coveralls.~~ The District provides a \$900 annual work boot and work pant uniform allowance that will be disbursed in \$450 increments twice annually on July 1st and January 1st. If an employee voluntarily leaves the District, they will be responsible for reimbursing the District pro rata (\$75/month) for any months within a disbursement period that they do not work. Example: Employee received \$450 on July 1st, but leaves the District September 1st, employee will have \$300 deducted from final paycheck.

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Section 2.19 OVER TIME

When operating requirements or other needs cannot be met during regular working hours, employees will be required to work overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with applicable law. Overtime pay is based on actual hours worked in excess of the employee's normally scheduled shift, or actual hours worked in excess of 40 per week. Time off on sick leave, vacation leave, jury duty or bereavement leave ~~of absence paid or unpaid~~ will not be considered hours worked for purposes of performing overtime calculations. Holiday time off will be considered hours work for the purpose of calculating overtime.

Failure to work scheduled overtime, respond to District emergencies, or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

The District will provide a meal stipend of \$25 for an employee who is authorized or ordered to work and works three (3) hours or more of overtime as an extension of their regularly assigned work shift.

Section 2.20 LONGEVITY PAY

Longevity Pay, which will become effective going forward upon ratification, shall be available to employees who have worked for the District for a significant number of years, are in good standing (no significant disciplinary actions within the last two years) and have received positive performance evaluations. Eligible employees shall receive a 2.5% increase above their then current base salary after ten (10) years of service upon their hire anniversary date. Employees who have completed fifteen (15) years of service shall receive a 5% increase above their then current base salary upon their hire anniversary date and every five (5) years thereafter.

For the implementation of Longevity Pay, which will become effective upon ratification of MOU currently planned for October 8, 2024, employees who have reached a longevity milestone as detailed above at the time of ratification of this MOU shall receive a one-time \$1,500 true-up payment, regardless of the number of milestones that have been achieved and/or disciplinary

actions within the last two years that have occurred. This action does not set a precedent nor obligate the District to any such action into the future.

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Article 3: POLICIES AND PROCEDURES REGARDING EMPLOYEE CONDUCT AND OTHER MATTERS OF DISTRICT EMPLOYMENT

Section 3.1 GENERAL PROVISIONS

Set forth in the MOU's Appendices and incorporated herein are District policies and procedures, which may be revised by the District as needed. The District may adopt revised policies which affect the wages, hours and working conditions of employees only after written notification to the Association and an opportunity to meet-and-consult regarding the proposed revisions. To the extent that a District policy or procedure written elsewhere is inconsistent with the terms and conditions set forth herein, the language in this Agreement controls. Management can adopt and amend, without meet and confer, standard operating procedures as needed for the efficient operation of the District.

Section 3.2 EMPLOYEES' DUTIES

Employees must adhere to all District policies and procedures whether set forth in this MOU or elsewhere. Employees have a duty to report any violations of any of the policies and procedures set forth herein in accordance with the Grievance process described below.

Section 3.3 BURDEN OF PROOF

Employees must adhere to all District policies and procedures whether set forth in this MOU or elsewhere. Employees have a duty to report any violations of any of the policies and procedures set forth herein in accordance with the Grievance process described below.

Article 4: GRIEVANCE PROCEDURE

Section 4.1 RIGHT TO GRIEVE

An employee has a right to seek review of any issue regarding a specified term of this Agreement or any District rule, regulation, or policy that has been violated, misapplied, or misinterpreted with respect to that individual employee, including any individual employee's discipline resulting in deductions of pay, except a decision to extend or terminate probationary employment. Employees are cautioned not to submit any frivolous grievances, as such action will reflect upon an employee's performance record.

In the event that a grievable issue affects or has a real potential to affect other employees, the Association President may file a grievance on behalf of the Association. At all steps of the grievance procedure, an employee may choose to be represented by the Association President or his/her designee, or any other legal representative.

Section 4.2 FIRST STEP OF GRIEVANCE PROCEDURE

A grievance shall be discussed with the employee's immediate supervisor and resolved if possible. A grievance not resolved at this first step shall be brought by the employee/grievant to the second step of the grievance procedure within fifteen (15) calendar days. If the immediate supervisor is the General Manager, the employee/grievant may take the grievance directly to the second step of the grievance procedure.

Section 4.3 SECOND STEP OF GRIEVANCE PROCEDURE

A grievance shall be presented in writing to the General Manager. Within fifteen (15) calendar days upon receipt of the written grievance, the grievance shall be discussed with the General Manager. A grievance not resolved at this second step shall be brought by the employee/grievant to the third step of grievance procedure within fifteen (15) calendar days of the above-referenced meeting.

Section 4.4 THIRD STEP OF GRIEVANCE PROCEDURE

A grievance shall be presented in writing to the Administrative Services Manager, who may submit the grievance to an outside human resources professional consultant, or the Board of Directors. Within thirty (30) calendar days or within a time period agreed- upon by the parties, the HR consultant or Board of Directors may hold an evidentiary hearing or appoint a hearing officer to hold an evidentiary hearing and to make a recommended decision to the General Manager.

Any such hearing shall be informal and conducted in accordance with the rules set forth in Government Code section 11513, and each party shall be entitled to compel the attendance of any witness employed by the District pursuant to Government Code sections 11450.10-11450.50 and by depositing any required fees thereto. Accordingly, each party shall bear its own costs, including but not limited to witness fees, exhibit costs, and transcript costs, except that the District shall pay the fees of any hearing officer and/or the court reporter.

The General Manager shall make the final written decision on the subject grievance.

Article 5: DISCIPLINE

Section 5.1 DEFINITION

Disciplinary action or discipline means an action taken by the District resulting in a letter of reprimand, dismissal, suspension, reduction in salary step, or demotion of a permanent employee.

Section 5.2 CAUSE(S) OF ACTION

An employee with permanent status with the District may be disciplined only for cause. Possible causes for discipline include, but are not limited to, the following:

- a) Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:
 1. Falsification of application for work;
 2. False information regarding driver's license; and/or
 3. False information regarding professional licenses, credentials, or certificates.
- b) Falsification of an official statement or document;
- c) Failure to meet or maintain work performance standards and requirements; Willful or negligent violation of any job-related law, ordinance, regulation, or District rule or policy, or disobedience of any superior's lawful order; Incompetence or inefficiency in the performance of the employee's duties;
- d) Inexcusable neglect of duties;
- e) Insubordination;
- f) Dishonesty;
- g) Intoxication while on duty or the abuse or improper use of drugs or alcohol; Failure to meet the requirements of the Department of Transportation Drug Testing Regulations for covered employees;
- h) Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slowdowns;
- i) Conviction of a felony, any crime involving moral turpitude or any crime that disqualifies a person from holding public employment; a plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this subsection;
- j) Discourteous treatment of the public or other employees, including but not limited to harassment or discrimination of any individual based on their race, color, ancestry, religious creed, national origin, disability, medical condition, sex, age, marital status, or any other category so prescribed by law;
- k) Misuse of District property or damage to District property resulting from misuse or negligence;
- l) Disloyalty, including inconsistent, incompatible or conflicting employment activity or enterprise;
- m) Disorderly conduct or other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District;
- n) Commission of any type of violence in the workplace, regardless against whom it is directed. Violence related to the workplace that is committed off site and off working hours is also subject to discipline;

- o) Absenteeism or tardiness; and,
- p) Theft or inappropriate removal, possession, or use of GCSD property or information.

Section 5.3 NOTICE OF PROPOSED DISCIPLINARY ACTION

Prior to imposing discipline, the Department Head shall:

- a) Review the proposed action with the Human Resources Office.
- b) Prepare and serve a written notice to inform the employee of the following:
 - 1. The nature of the proposed disciplinary action;
 - 2. The causes therefore;
 - 3. The specific alleged acts or omissions upon which the causes are based stated in ordinary and concise language;
 - 4. A copy of all the written materials upon which the causes are based; and,
 - 5. Notice of the right to respond to the Department Head intending to impose the discipline.

Section 5.4 RESPONSE TO NOTICE OF PROPOSED DISCIPLINARY ACTION

- a) A permanent employee given notice of proposed disciplinary action may, within seven (7) business days after service of the notice, respond to the Department Head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses, but he/she may present statements by himself/herself, written statements of any witnesses and other documentary material. They may be represented by another in presenting his/her response. The Department Head shall fairly and impartially consider the employee's response and shall thereafter:
 - 1. Uphold the proposed disciplinary action;
 - 2. Notify the employee that the proposed disciplinary action will not be imposed;
 - 3. Impose a lesser disciplinary action; or
 - 4. Amend the charges.
- b) In the event the Department Head substantively amends the intended charges or punishment, they shall give another notice as provided in Section 5.3.
- c) If the employee fails to respond to the notice of proposed disciplinary action within seven (7) business days after service of the notice, he/she will have waived the right to respond and the discipline may be imposed as proposed.

Section 5.5 ORDER OF DISCIPLINARY ACTION

After completing the requirements of Sections 5.3 and 5.4, the Department Head shall serve upon the employee an Order of Disciplinary Action in writing stating:

- 1. The nature of the disciplinary action;
- 2. The effective date of the action;
- 3. The causes therefore;
- 4. The specific acts or omissions upon which the causes are based, stated in ordinary and concise language; and,
- 5. Notice of the right of the employee to appeal.

The effective date of the disciplinary action shall be as set forth in the Order of Disciplinary Action.

Section 5.6 APPEAL OF DISCIPLINARY ACTION

The employee acted against may, within seven (7) ~~calendar-business~~ days after service of the Order, appeal the action of the Department Head. An appeal shall be in writing, shall be filed with the Human Resources Office, and shall contain an answer to each charge in the Order. As soon as practicable, the Human Resources Office shall set the appeal for hearing before the General Manager and notify the interested parties of the date and time of the hearing.

The imposition of the Order of Disciplinary Action will not be tolled pending resolution of the appeal.

Section 5.7 MINOR DISCIPLINARY ACTION

A suspension without pay for a period of five (5) business days or less in any twelve (12) month period (or the equivalent reduction in salary step) is considered to be a minor disciplinary action. A Department Head considering a suspension shall comply with Sections 5.3, 5.4, and 5.5 and if requested, Section 5.6. After receiving the Order of Disciplinary Action provided in Section 5.5, the employee may, within seven (7) business days after service of an order imposing a minor suspension, appeal in writing to the District General Manager who shall thereafter conduct such meetings and informal discussions as deemed appropriate. The District General Manager shall make a written decision within fourteen (14) business days affirming, modifying or revoking the order which shall be transmitted to the employee and the Department Head and shall place a copy in the employee's personnel file. In the event the discipline is revoked, all record of the discipline and appeal will be removed from the employee's personnel file. The decision of the District General Manager shall be final and binding.

A letter of reprimand will be considered a minor disciplinary action, but shall not be subject to Sections 5.3, 5.4, 5.5, or 5.6. Any employee receiving a letter of reprimand may respond in writing to the letter of reprimand within thirty (30) calendar days from the date the letter of reprimand is received. The employee's written response shall be attached to the letter of reprimand and placed in the employee's personnel file.

Section 5.8 MAXIMUM SUSPENSION

No disciplinary suspension shall be imposed for any period exceeding thirty (30) calendar days, and the Order of Suspension shall expressly state, in addition to the reasons therefore, the dates of the commencement and expiration of suspension.

Section 5.9 AMENDMENT OF ORDER

At any time before the hearing, the Department Head may file with the Human Resources Office an amended or supplemental Order, which shall be served upon the employee. If an amended Order presents new causes for discipline, the employee shall be afforded all of the procedural safeguards enumerated in Sections 5.3, 5.4, 5.5 herein prior to the discipline becoming effective.

Section 5.10 THE HEARING ON THE APPEAL

A permanent employee subjected to discipline greater than that defined as "minor" shall be entitled to an appeal hearing before the Board of Directors. The decision of the Board shall be considered final and binding. At the sole discretion of the Board, an appeal hearing may be delegated to a hearing officer for purposes of rendering a recommended decision to the Board.

The hearing shall be held in closed session unless the employee notifies the Human Resources Office in writing at least two (2) business days prior to the hearing date that he or she desires to have the hearing in public. In any event, the Department Head shall be entitled to have those matters which constitute complaints against him or her heard in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The Board may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

The hearing shall be informal and the Board shall not be bound by the formal rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing other evidence; however, it shall not be deemed sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

In arriving at a decision, the Board may consider any prior District disciplinary action including any relevant letters of reprimand filed with the Human Resources Office. The Board shall make an official decision affirming, modifying or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or by reference thereto. A copy of the written decision of the Board shall be transmitted to the Department Head and the Human Resources Office. The Department Head shall serve a copy of the decision upon the employee.

Section 5.11 BURDEN OF PROOF

The burden of proof shall be on the Department Head issuing the disciplinary order. The quantum of proof required to sustain such action shall be a preponderance of the evidence.

Section 5.12 CROSS EXAMINATION UNDER EVIDENCE CODE

At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness without extenuating circumstances shall be deemed a withdrawal of the employee's appeal and the action of the Department Head shall be final.

Section 5.13 AFFIRMATION OR REVOCATION OF ACTION

The Board may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The Board may order the employee returned to his or her position either as of the date of the punitive action by the Department Head or as of such later date as may be specified. If the Board revokes or modifies the Order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to District service in accordance with the Order of the Board.

Section 5.14 RECORDING OF THE HEARING

An audio recording of the hearing referenced above shall be made. The employee or employee's representative may request a copy of the recording.

Section 5.15 SERVICE OF NOTICE

For purposes of this procedure, notification to a party may be given either personally or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record by registered mail, return receipt requested. The Department Head shall promptly furnish the Human Resources Office with a copy of each Notice or Order and a statement showing by whom, and the manner and date the notice or order was served.

Section 5.16 PROBATIONARY EMPLOYEES

Except as otherwise provided herein, probationary employees may be dismissed, without right to review or appeal unless otherwise required by law. Probationary employees who have obtained permanent status with the District in another classification shall not be dismissed without following the procedures contained herein.

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Article 6: DOCUMENT EXECUTION

As set forth in Article 1, Section 1.1.D., this Memorandum of Understanding is entered into on October 8, 2024 by the parties pursuant to California Government Code Section 3505.1, and as approved by the Board of Directors of Groveland Community Services District.

**GROVELAND COMMUNITY SERVICES
DISTRICT**

By: _____
President of the Board

BY: _____
General Manager

OPERATING ENGINEERS, LOCAL 3

By: _____
OE3 Senior Business Representative

BY: _____
OE3 Steward/Member

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APPENDIX

- 1. *District Employee Handbook (under separate cover)***
- 2. *Classifications and Compensation Plan (under separate cover)***

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RESOLUTION 32-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE MEMORANDUM OF UNDERSTAND (MOU) BETWEEN THE DISTRICT AND OPERATING ENGINEER'S LOCAL NO. 3 EFFECTIVE OCTOBER 18, 2024 THROUGH JUNE 30, 2029, AND RECOGNIZING THAT THE MOU TERMS AND CONDITIONS APPLY TO NON-REPRESENTED EMPLOYEES

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

BE IT RESOLVED, by the Board of Directors of the Groveland Community Services District as follows:

Section 1. The Memorandum of Understanding between the Groveland Community Services District and the Operating Engineer's Local No. 3 is hereby approved and a copy is attached hereto.

Section 2. The terms and conditions of the Memorandum of Understanding shall be effective at the beginning of the first payroll/pay period after ratification.

Section 3. The terms and conditions identified in the Memorandum of Understanding shall be applicable to all represented and non-represented personnel of the District.

Section 4. The President is hereby authorized to sign the Memorandum of Understanding and the Board Secretary shall attest its execution.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on October 8, 2024, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 8, 2024.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: October 8, 2024

SUBJECT: Agenda Item 6D: Consideration of Amending the District Organizational Chart to Add Three Positions in Operations and Maintenance, and Directing the Evaluation of Separating the Water from the Wastewater Department

RECOMMENDED ACTION:

I Move to Direct Staff to Amend the District Organizational Chart to Add Three Positions in Operations and Maintenance and Directing the Evaluation of Separating the Water from the Wastewater Department.

BACKGROUND:

The district operates an extremely complex water treatment, water distribution wastewater collection, wastewater treatment, and wastewater recycling system. Every aspect of operating our water and wastewater systems is regulated by the California state water resources Control Board and its Regional Water Quality Control Board. California State water quality standards are by far the most stringent in the Nation and are even set up to increase in their quality standards each time the District Permits are updated.

Within the Districts Water and Wastewater Treatment Plants are numerous pumps, chemical feed pumps, control valves, supervisory control systems, programmable logic controllers, electrical control systems, complicated plumbing, chemical storage and other related infrastructure. District treatment operators must be certified at a high level by the State of California which involves testing and experience on the job. Every one of these mechanical components required daily, weekly, monthly and in many cases continuous monitoring, maintenance, calibration and replacement. Our staff operating these systems must be extremely qualified, and these positions are in extremely high demand throughout the State, and there is a shortage of Certified Operators. Water and Wastewater Quality Samples must be taken continuously by our Operators and Certified Laboratories and these District Employees are bound by their Certifications to understand and comply with the States Water Quality parameters.

Our Water Distribution and Wastewater Collection Systems are made-up of nearly 42 miles of Sewer Collection and Force Mains, 812 Manholes, 16 Lift Stations, 70 Miles of Water Distribution Mains, 3,273 Water Service Lines and Meters, 1,072 Water Mainline Valves, 29 Pressure Regulating Valves, 538 Fire Hydrants, Seven Water Storage Tanks, Booster Pumps, Hydro-pneumatics Systems, Control Valves, SCADA, Electrical

Systems and many other critical components, all requiring regular inspection and routine maintenance for reliable operation. If the Wastewater Collection System is not diligently inspected and maintained, sanitary sewer overflows will occur causing property and environmental damage as well as expensive regulatory violations. If our Water Distribution System is not routinely inspected and maintained, inappropriate water pressure, water main breaks, pump failures, leaks, property damage and water outages will occur.

The District has spent the last six years completing significant Infrastructure Improvements, all of which, just like your vehicle, require regular maintenance for proper operation. During that time frame we also experienced the COVID-19 Pandemic that strained our staffing levels to the maximum. Management has determined that it is not possible to configure the current staffing to maintain our Water and Wastewater Systems to industry standards. For example, we have been down two employees in Water and Wastewater Operations for many months, leaving us with only two employees in that Department and requiring that those personnel were on call nearly continuously and could only take time off in emergencies. This type of operation is extremely risky, wears employees out and results in employees working while sick in addition to the disruption in their personal lives.

When it comes to Water and Wastewater System Maintenance, due to the low staffing level we currently have, there have been numerous occasions where only two System Operators were working, which results and the inability to perform multiple tasks simultaneously, respond to emergencies, or even work safely. Fire Hydrants, Water Valves, Control Valves, and Pressure Regulating Stations that are supposed to be inspected, operated and maintained annually, have gone relatively untouched for many years as we have been operating in emergency, reactive mode.

Lastly, we are having much difficulty in recruiting System Operators that are Certified in both Water and Wastewater, the manner in which we currently operate. Very few System Operators in the State are Dual Certified, which has made it almost impossible to recruit fully qualified and certified staff. Staff wishes to evaluate separating Operators into two Classifications, Water Treatment Certification and Wastewater Treatment Certification. We would propose to use our Human Resources Consultant to conduct an analysis and document job responsibilities, staffing levels and compensation. We want to assure our current Dual Certified employees, that there would be no loss in compensation for only being required to maintain one of their Certifications. These employees are very valuable to the District, because they can work in either or both the Water and Wastewater Treatment Systems.

We must increase staffing to ensure System reliability, regulatory compliance, efficiency in Operation and Maintenance in accordance with industry standards and the unique needs of our 50-year-old system. Staff is proposing to add 1 position in Water and Wastewater Treatment, and two positions in Maintenance. Unfortunately, the funding is not currently available to fill these positions, but the plan is to make adjustments in both revenue and expense to make this happen. Until the Budgetary adjustments are made, the positions will be added to the organizational chart as “unfilled”.