



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

November 9, 2021

10:00 a.m.

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

In accordance with the Ralph M. Brown Act (Cal. Gov. Code 54950 et seq.), as amended by Assembly Bill 361 (2021), the Groveland Community Services District ("GCSD") Board of Directors ("Board") and staff will be participating in this meeting by attending in-person, telephonically or by videoconference. All members of the public seeking to observe and/or address the GCSD Board may participate in the meeting by attending in-person, telephonically or as otherwise electronically in the manner described below.

Accessibility Requirements, if you need immediate assistance during the Board meeting, please call (209) 962-7161. The District office is open to the public at this time from 9am to 4:30pm Monday through Thursday and 9am to 4pm on Friday (Closed between 12pm-2pm). All members of the public seeking to observe and/or to address the GCSD Board may participate in the meeting telephonically or otherwise electronically in the manner described below:

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

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

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

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

HOW TO SUBMIT PUBLIC COMMENTS:

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

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

ACCESSIBILITY INFORMATION:

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

PUBLIC RECORDS:

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

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

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



TELECONFERENCE AGENDA

November 9, 2021
10:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call of Board Members

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

1. 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. General Manager's Verbal Report
- iii. Operations Manager's Report
- iv. Administrative Services Manager's Verbal Report

B. Proclamations

- i. Recognition of Debra Percoco for her 11 Years of Service to the Groveland Community Services District
- ii. Recognition of Nathan Moffitt for his 1 Year 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 October 12, 2021 Regular Meeting
- B. Approve Minutes from the October 4, 2021 Special Meeting
- C. Accept October 2021 Payables

- D. Adoption of a Resolution Proclaiming a Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by Governor's Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of October 12, 2021 through November 9, 2021 Pursuant to Brown Act Provisions
- E. Waive Reading of Ordinances and Resolutions Except by Title

5. Old Business

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

- A. None

6. Public Hearing

- A. Public Hearing and Adoption of the Groveland Community Service District's 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan

7. Discussion and Action Items

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

- A. Adoption of the Resolution Approving the WWTP Pond One Liner Replacement Project, Authorizing Public Bidding and Approving a Related 2021/22 Fiscal Year Sewer Budget Amendment in the Amount of \$300,000
- B. Adoption of a Resolution Approving the Purchase Agreement of Vacant Land APN's 007-010-002 and 007-010-020 and Authorizing the General Manager to Sign the Agreement and Related Documents Regarding the Close of Escrow

8. Adjournment

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

18966 Ferretti Road Groveland, CA 95321

Staff Report
November 1, 2021

To: Board of Directors

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

Subject: Monthly Activity Report – October 1, 2021 to October 31, 2021

Operations:

Emergency Incident Response:

On October 11, 2021 at approximately 1:24 AM Engine 781 and CAL FIRE Engine 4466 were dispatched to a vehicle accident near Two Guys Pizza in Groveland, CA. Engine 781 found the accident, which was on the driveway of the GCSD entrance. There was one vehicle which had traveled off the GCSD driveway and was on its roof. All the occupants were out of the vehicle and did not have any injuries. One occupant fled the scene prior to Engine 781's arrival, and the other two occupants remained at the scene.

Apparatus and Equipment:

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

Training:

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

- Struts
- Extrication
- Air Monitoring
- Thermal Imaging Camera

- Attic Ladder
- Extrication
- FAE Kyle Moreno completed the CAL FIRE academy and started 10/7/2021
- FAE Donabedian & FAE Cohen attended Haz Mat IC

Fire Department News:

On October 6, 2021 we received the Paratech Highway Vehicle Stabilization Kit. This kit will support up to 80,000 pounds, and it will allow us to stabilize large commercial vehicles that may have been involved in an accident.



MONTH - January 2021

STATION 78



Alarm Sounding	2
Odor Investigation	0
Debris Fire	0
Medical Aid	29
Fire Menace Standby	2
Fire Other	1
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	9
Smoke Check	4
Structure Fire	1
Commercial Structure Fire	0
Vegetation Fire	2
Vehicle Accident	0
Vehicle Accident/Pin in	0
Vehicle Fire	1
TOTAL	51

Auto Aid	Given
Tuolumne County	6

(45 calls in GCSD district, 6 calls in Tuolumne County)

Last Call Logged Run # TCU 001649

MONTH - February 2021

STATION 78



Alarm Sounding	1
Odor Investigation	0
Debris Fire	0
Medical Aid	27
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	2
Plane/Heli Crash	0
Public Assist	8
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	2
Vehicle Accident/Pin in	0
Vehicle Fire	2
TOTAL	42

Auto Aid	Given
Tuolumne County	6
Inc #1707 Medical Aid Prospect Heights Inc #1709 Medical Aid Prospect Heights Inc #1725 Lift Assist Big Creek Shaft Rd Inc #2115 Vehicle Fire Moccasin Switchback Rd Inc #2638 Medical Aid Hells Hollow Rd Inc #2647 Lift Assist Prospect Heights	

(36 calls in GCSD district, 6 calls in Tuolumne County)

Last Call Logged Run # 2890

MONTH - March 2021

STATION 78

Alarm Sounding	1
Odor Investigation	0
Debris Fire	0
Medical Aid	40
Fire Menace Standby	1
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	12
Smoke Check	1
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	1
Vehicle Accident	3
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	59



Auto Aid	Given
Tuolumne County	4
Inc #3153 Medical Aid Prospect Heights	
Inc #3462 Vehicle Accident Smith Station Rd	
Inc #3951 Vehicle Accident Wards Ferry Rd	
Inc #4017 Vegetation Fire Short Line Rd	

(55 calls in GCSD district, 4 calls in Tuolumne County)

Last Call Logged Run # 4121

MONTH - April 2021

STATION 78



Alarm Sounding	0
Odor Investigation	1
Debris Fire	0
Medical Aid	23
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	1
Plane/Heli Crash	0
Public Assist	8
Smoke Check	3
Structure Fire	1
Commercial Structure Fire	0
Vegetation Fire	3
Vehicle Accident	4
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	44

(34 calls in GCSD district, 10 calls in Tuolumne County)

Auto Aid	Given
Tuolumne County	10
Inc# 4408 Lift Assist Prospect Heights Inc# 4537 Lift Assist Prospect Heights Inc# 4895 Vegetation Fire Wards Ferry Rd Inc# 4946 Vegetation Fire 1S17 Inc# 5012 Lift Assist Prospect Heights Inc# 5201 Smoke Check Smith Station Rd Inc# 5214 Vehicle Accident Big Creek Shaft Rd Inc# 5247 Smoke Check Jackass Creek Rd Inc# 5300 Lift Assist Prospect Heights Inc# 5459 Vegetation Fire Serra Gorda Trail	

Last Call Logged Run # CATCU005474

MONTH - May 2021

STATION 78

Alarm Sounding	1
Odor Investigation	0
Debris Fire	4
Medical Aid	29
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	7
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	1
Vehicle Accident	3
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	45

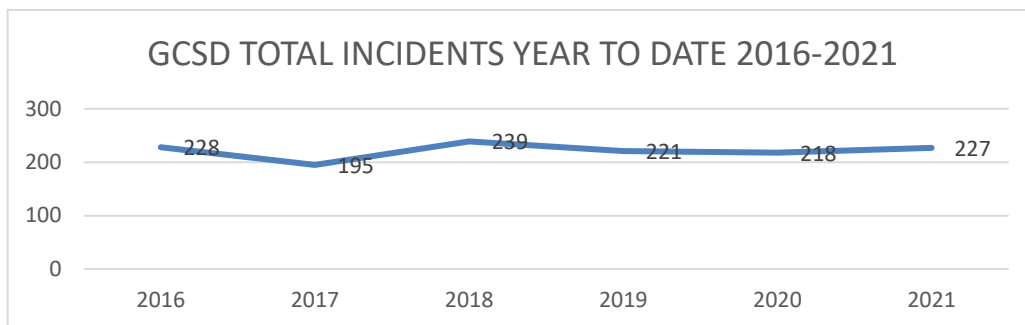
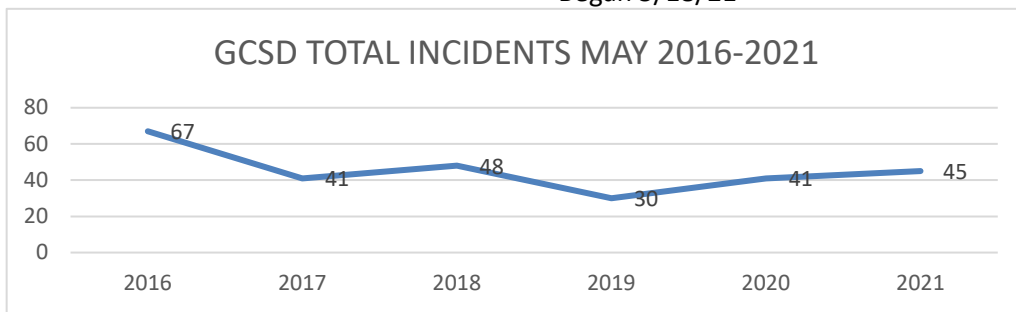


Auto Aid	Given
Tuolumne County	7
Inc# 5538 Medical Aid Prospect Heights Inc# 5767 Debris Fire Second Garotte Ridge Inc# 5767 Debris Fire Second Garotte Ridge Inc# 6229 Lift Assist Prospect Heights Inc# 6452 Traffic Collision Hwy 120/ Grizzly Rd Inc# 6622 Medical Aid Prospect Heights	

Last Call Logged Run # CATCU006848

ALS	
Yes	No
11	5

Began 5/18/21



MONTH - June 2021

STATION 78



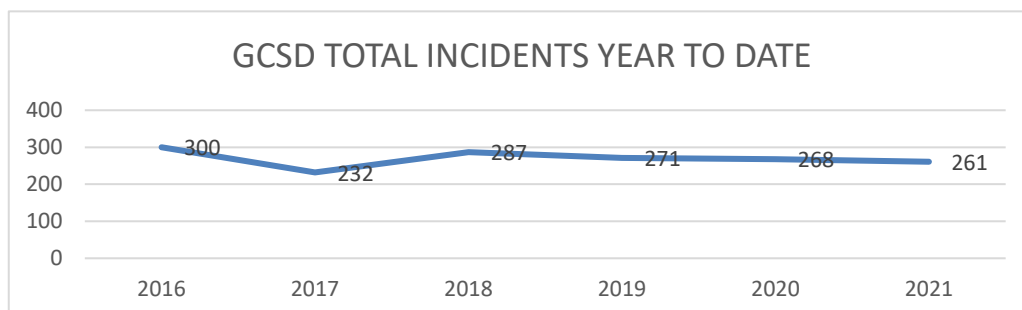
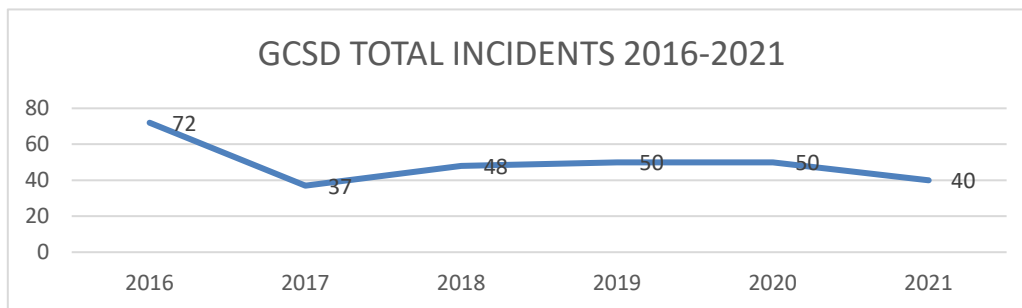
Alarm Sounding	0
Odor Investigation	0
Debris Fire	0
Medical Aid	25
Fire Menace Standby	2
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	7
Smoke Check	1
Structure Fire	1
Commercial Structure Fire	0
Vegetation Fire	1
Vehicle Accident	3
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	40

Auto Aid	Given
Tuolumne County	3
Inc# 7108 Medical Aid Prospect Heights Inc# 7421 Vehicle Accident Smith Station Rd Inc# 7646 Medical Aid Smith Station Rd	

(37 calls in GCSO district, 3 calls in Tuolumne County)

Last Call Logged Run # 8233

ALS	
Yes	No
19	15



MONTH - July 2021

STATION 78

Alarm Sounding	3
Odor Investigation	0
Debris Fire	1
Medical Aid	40
Fire Menace Standby	5
Fire Other	0
Haz Mat	2
Landing Zone	0
Plane/Heli Crash	0
Public Assist	9
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	4
Vehicle Accident/Pin in	0
Vehicle Fire	1
TOTAL	65

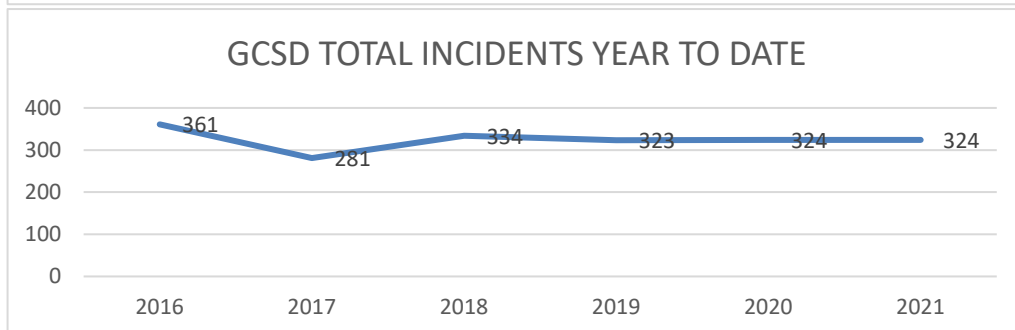
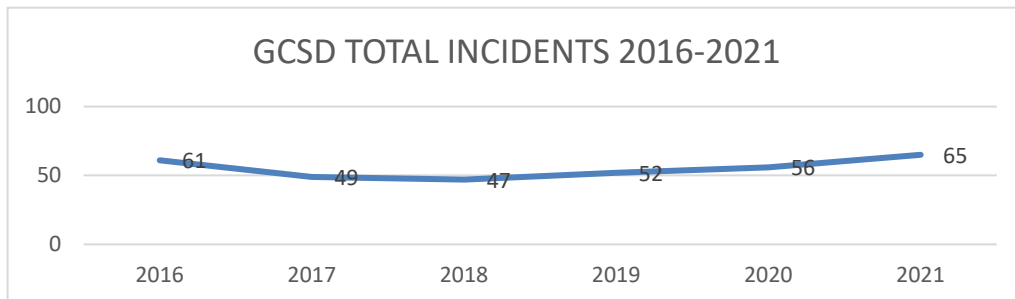


Auto Aid	Given
Tuolumne County	7
INC# 8388 Lift Assist Prospect Heights INC# 8528 Medical Aid Ferretti Road INC# 8905 Vehicle Fire Sprague Road West INC# 8908 Gas Hazard Prospect Heights INC# 9298 Medical Aid Hells Hollow INC# 9595 Vehicle Accident Wards Ferry INC# 9647 Vehicle Accident Priest Grade	

(58 calls in GCSO district, 7 calls in Tuolumne County)

Last Call Logged Run # 9817

ALS	
YES	NO
25	15



MONTH - August 2021

STATION 78

Alarm Sounding	4
Odor Investigation	0
Debris Fire	0
Medical Aid	39
Fire Menace Standby	3
Fire Other	0
Haz Mat	0
Landing Zone	1
Plane/Heli Crash	0
Public Assist	12
Smoke Check	3
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	3
Vehicle Accident	3
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	68

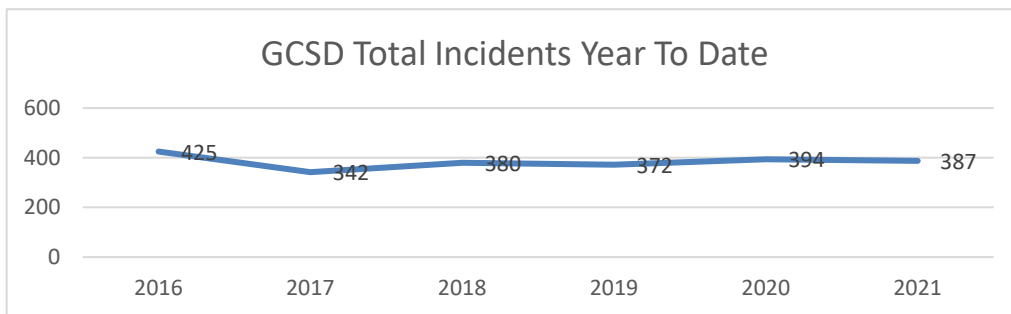
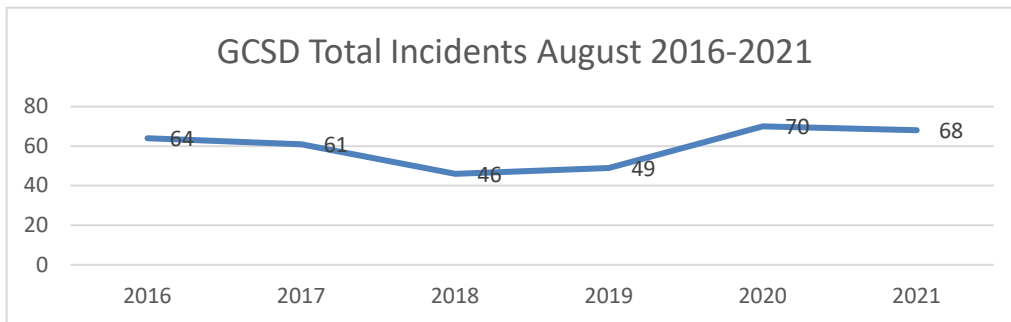
(58 calls in GCSO district, 10 calls in Tuolumne County)



Auto Aid	Given
Tuolumne County	10
INC# 9977 Vegetation Fire Highway 120 INC# 10102 Vegetation Fire Second Garrotte INC# 10207 Vehicle Accident Priest Coulterville INC# 10217 Vegetation Fire Second Garrotte INC# 10316 Vehicle Accident Grizzly Road INC# 10367 Medical Aid Prospect Heights INC# 10404 Medical Aid Prospect Heights INC# 10450 Medical Aid Prospect Heights INC# 10727 Medical Aid Elmore Road INC# 11012 Medical Aid Prospect Heights	

ALS	
Yes	No
23	21

Last Call Logged Run # 11366



MONTH - September 2021

STATION 78

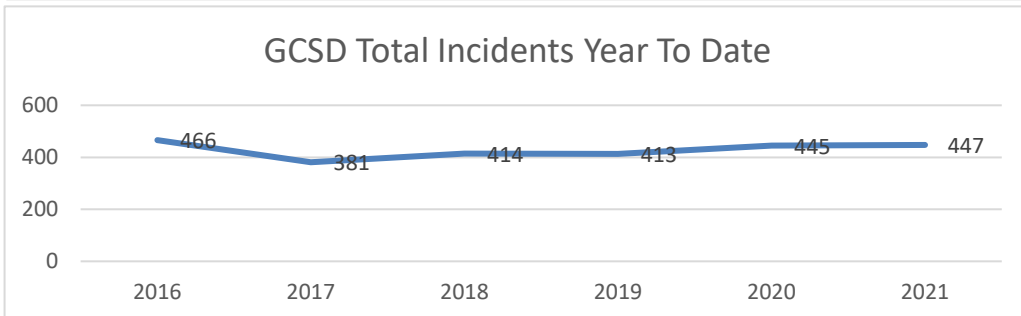
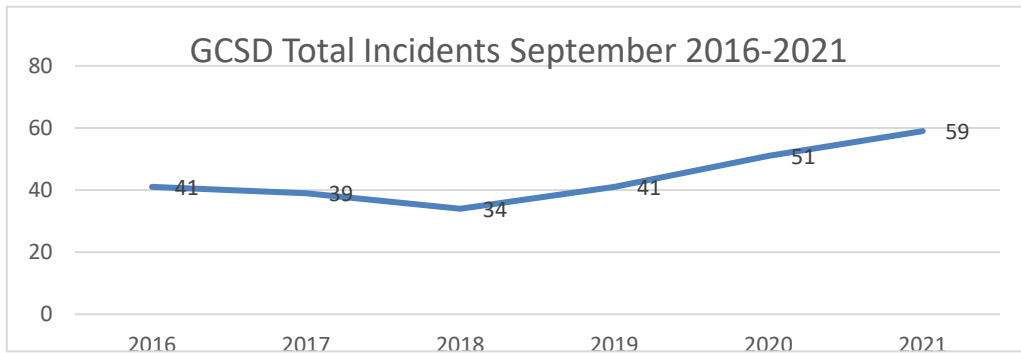
Alarm Sounding	1
Odor Investigation	0
Debris Fire	0
Medical Aid	40
Fire Menace Standby	3
Fire Other	0
Haz Mat	0
Landing Zone	1
Plane/Heli Crash	0
Public Assist	7
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	7
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	59



Auto Aid	Given
Tuolumne County	3
Inc# 11432 Landing Zone Moccasin Inc# 12478 Medical Aid Prospect Heights Inc# 12630 Vehicle Accident Hells Hollow Road	

ALS	
YES	NO
29	18

Last Call Logged Run # 12814



MONTH - October 2021

STATION 78

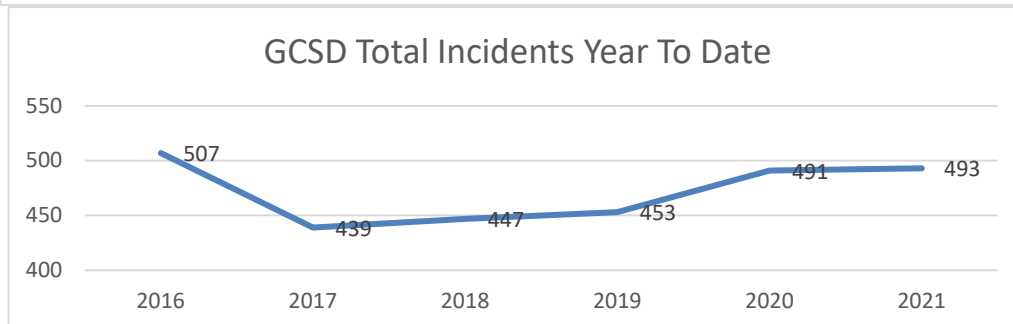
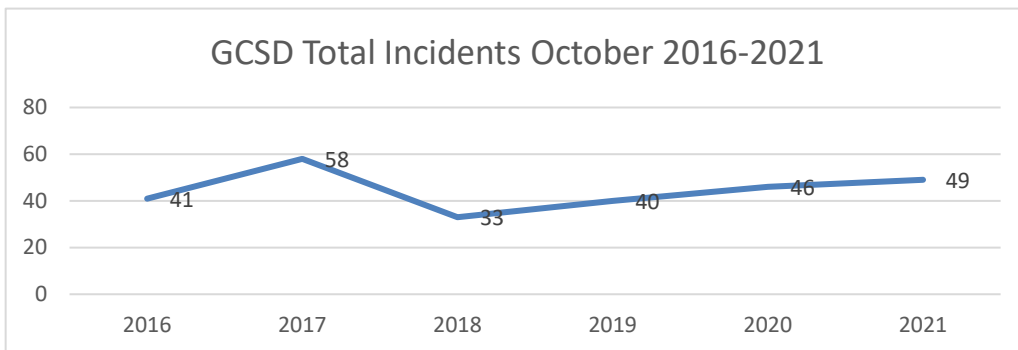
Alarm Sounding	3
Odor Investigation	0
Debris Fire	0
Medical Aid	30
Fire Menace Standby	2
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	7
Smoke Check	3
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	4
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	49



Auto Aid	Given
Tuolumne County	5
Inc# 12898 Vehicle Accident Moccasin Inc# 12984 Vehicle Accident Smith Station Rd Inc# 13203 Public Assist Prospect Heights Inc# 13205 Medical Aid Prospect Heights Inc# 13212 Public Assist Prospect Heights	

ALS	
YES	NO
22	8

Last Call Logged Run # 14326



MONTH - November 2021

STATION 78



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

Auto Aid	Given
Tuolumne County	

Last Call Logged Run #

MONTH - December 2021

STATION 78



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

Auto Aid	Given
Tuolumne County	

Last Call Logged Run # TCU

YEAR TOTALS - 2021

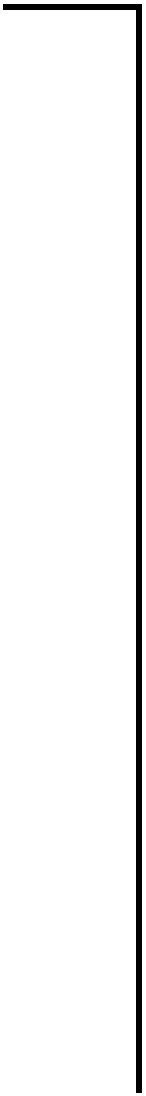
STATION 78

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



Auto Aid	Given
Tuolumne County	

Last Call Logged Run # TCU





Operations Report

Month of Review: October 2021

Information Provided by:

- Luis Melchor, Operations Manager
- Greg Dunn, Chief Plant Operator
- Renee Van Dyk, Administrative Services Technician
- Adam Ahlswede, Operation Supervisor

Wastewater Treatment Plant Flows

Influent Totals From: October 2021

Total	3.09 MG
High	.19 MG
Low	.05 MG
Average	0.09 MG

Effluent Totals From: Plant: October 2021

Total	2.77 MG
High	0.22 MG
Low	0.05 MG
Average	0.10 MG

Rainfall Totals at the Sewer Treatment Plant Month of October 2021

Year	Total Rainfall-inches
2021	6.59 (High 4.77)
2020	0.00 (High 0.00)
2019	0.00 (High 0.00)
2018	0.63 (High 0.49)
2017	0.64 (High 0.51)
Current Season Total	6.61

Wasting Totals

Total Inches	294
Total Pounds	4716

Reclamation Totals

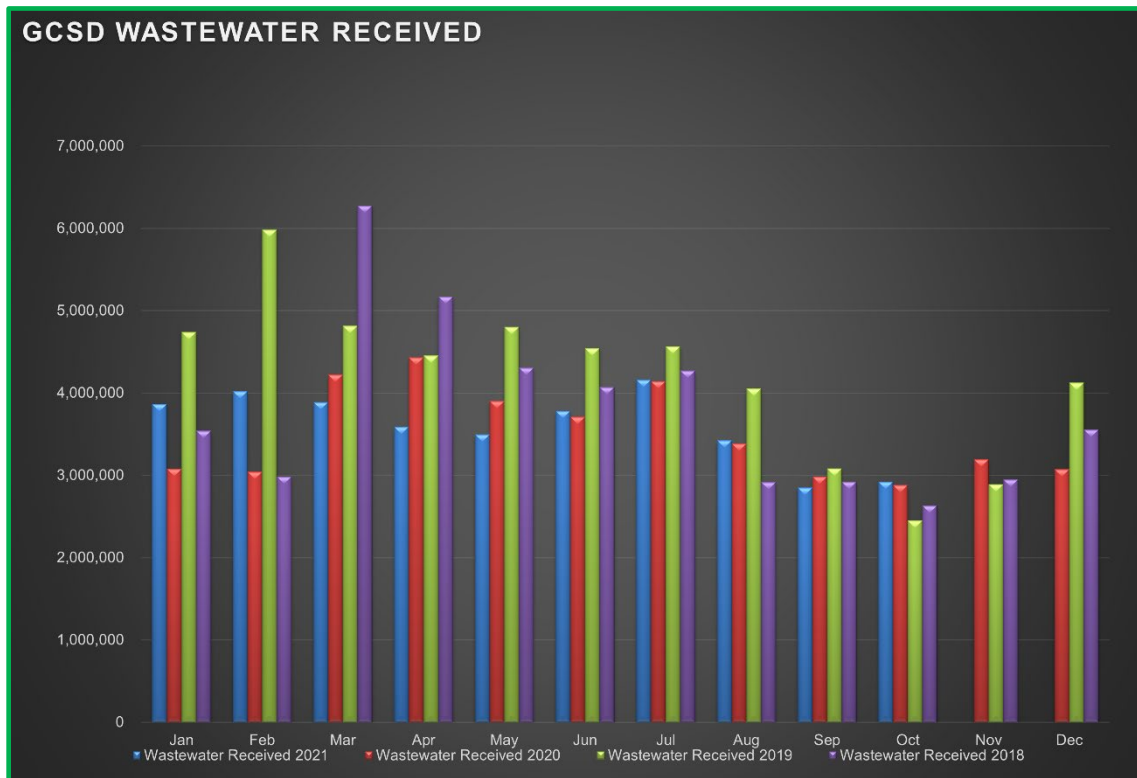
PML	0
Spray Fields	0
PML Season Total	0
Spray Fields Total	0

Active Sewer Accounts: 1562

Activities at the Wastewater Treatment Plant

- Took weekly Bac-Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Aqua Lab for testing
- Completed monthly Wastewater Report and sent to the State Water Resources Control Board
- Completed daily rounds and Lab
- Replaced brine injection pump at OSG room. Cleaned cells and adjusted float level in brine tank. Ran generator and adjusted to get efficiency
- Replaced sludge pump @ the STP

Current and Past Monthly Influent Totals



Wastewater Collections Department

- Completed all Preventative Maintenance Check Sheets (PMCS) at all Lift Stations (weekly)
 - Added degreaser and odor control as needed
 - Chemical flushed gravity sewer lines throughout the District for system maintenance
 - Inspected and flushed problem manholes
 - Hydro flushed multiple gravity lines throughout the District for system maintenance
 - Cleaned Lift Stations 10, 13, 14, 15 and 16. Removed large root ball and Pig from LS 14
 - Hooked up temp generator at LS 4 for power outage
 - Reset UPS batteries at Lift Station 4, 5 and 8
 - Completed Manhole Inspections for Lift Station 12 and 14 gravity lines. Total of 117 manholes inspected
 - Removed roots from manhole on Hwy 120
 - CCTV Sewer Main to mark out sewer for PO @ 4/128
-
- SSO on Twin Pine easement road, staff restored flow, cleaned up spill site and hydro flushed-cleaned 2400'of sewer main



SSO on Twin Pine Easement Road

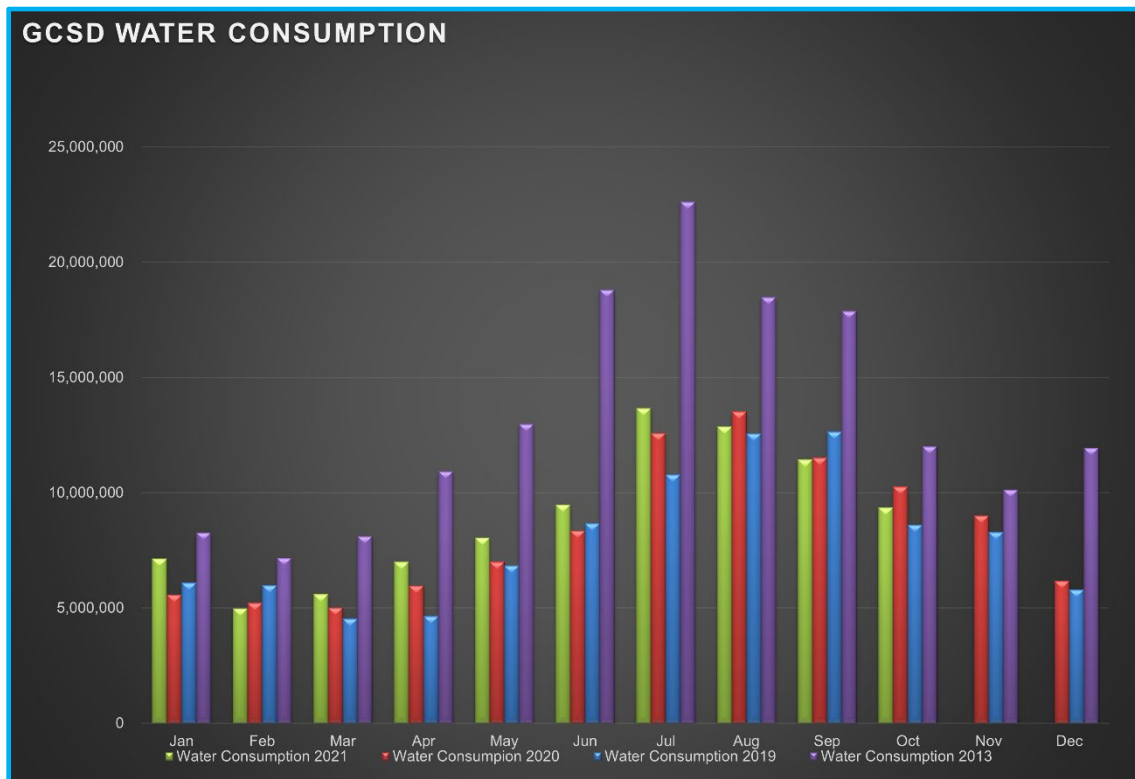


“Left “Manhole Lid was off when Staff arrived, “right”-debris found in manhole causing the backup

Treated Water Department

- Submitted monthly Water Treatment Report to State Water Resources Control Board
- Submitted monthly Conservation Report to State Water Boards
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC
- Took weekly Treatment Plant samples and sent into Aqua Lab
- Took weekly distribution samples and sent into Aqua Lab
- R&R Post Chlorine Contact sample pump at Big Creek Treatment Plant
- R&R chlorine injection pump at Big Creek Treatment Plant
- R&R Post Chlorine Contact sample pump at 2G Water Treatment Plant

Current and Past Monthly Water Consumption



Distribution Department

- Monitored/sample Distribution Tank as needed
- Read all District Water Meters
- Normal day to day: Trouble calls (low press/high press, no water, shut off for repairs etc.)
- Completed weekly checks on Tank 4, Highlands Pump stations (Building, Pneumatic Tank, Pumps and MCC Cabinet)
- Responded and marked multiple USA throughout the District
- Reset UPS batteries at Tank 1
- Worked with contractor to resolve Pump 2 breaker issue at Butler way Bypass Station
- Cleaned meter boxes in Unit 1, Pleasant View and Golden Rock
- Repaired water main break on Black Road
- Repaired water main break @ 20899 Ferretti Rd

- Repaired water main break @ 19952 Old Hwy 120



- Cleaned and rebuilt ARV @ 17599 Yates St
- Repaired service line break @ 20719 Nonpareil Way
- Dead end flushing in Unit 11 and Unit 12

Meter Related Services	Total
Check/repair meter	0
Install water meter	0
Monthly Meter Restrictions	0
Meter change outs	0
Read tenant out	3
Re-Read	13
Turn off meter	0
Turn on meter	0
Test meter	1
Total Distribution Issues	17

Billed Consumption 2021		Gallons
Residential		9,350,326
Commercial		697,513
Billed Consumption 2020		Gallons
Residential		9,686,684
Commercial		562,259

Active Water Accounts:3257

Construction and Maintenance

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

Maintenance

- General yard maintenance around the District amenities (mow, weed eat, trash, debris removal, limb trees ETC)
- Cleaned around dumpster area and hauled cardboard to Moore Brothers
- Continuous Corp yard cleanup
- Replaced generator battery at Lift Station 8
- Replaced cabinet door handle at Lift Station 4
- Repaired Park light next to stairs
- Installed photocells to park lights
- Cleaned clogged floor drain at Ballfield bathroom
- Set up new equipment trailer for service
- Completed 90-day Bit inspections on:
 - Engine 781
 - Engine 787
 - Engine 783
 - Flush Truck
 - Vac-Truck
- Replaced lower driver's seat; installed new radiator on Truck 6
- Serviced and rotated tires on service Truck 19
- Serviced and rotated tires on service Truck 20
- Serviced service Truck 17
- Serviced Engine 783
- Cleaned gutters and unclogged downspouts at, Big Creek, Admin, 2G, Highlands, and shop

Projects/Contract Work

- Worked on conversion of old Lift Station data from paper to Excel

After Hour Calls

- Staff had 13 after hour calls: 5 Water; 7 Sewer; 1 Park; Other 0; all resolved

Workplace Safety and Training

Weekly Safety Meetings and Training

- Daily Tailgate Meetings
- Weekly Safety Meetings
- Weekly Security Checks
- Weekly Vehicle Inspection
- Trimble GIS Training

**REGULAR MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
October 12, 2021
10:00 a.m.**

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

Call to Order

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

Approve Order of Agenda

Motion

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

Public Comment

None.

Information Items

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

Staff Reports

Fire Department Report

General Manager's Report

Operations Manager's Report

Administrative Services Manager's Report

Proclamations

Recognition of Shane Sawyer for his 1 Year of Service to the Groveland Community Services District

Recognition of Travis Deutsch for his 1 Year of Service to the Groveland Community Services District

Recognition of Matthew Dickens for his 14 Years of Service to the Groveland Community Services District

Consent Calendar

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

Approve Minutes from the September 14, 2021, Regular Meeting

Accept September 2021 Payables

Waive Reading of Ordinances and Resolutions Except by Title Waive Reading of Ordinances and Resolutions Except by Title

Motion

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

Old Business

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

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.

Discussion of the Presentation to be Provided at the PML Lake Lodge at 10:00 AM on October 23, 2021 Regarding GCSD Actions to Address Sewer Odor

Motion

No action taken.

Discussion Regarding the Process for Update of the District's Municipal Service Review and Potential LAFCO Meeting to be Held in Groveland

Motion

No action taken.

Adoption of a Resolution Authorizing a Grant Application, Acceptance, and Execution for the Groveland CSD 2021 Drought Water Supply Resiliency Project

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously by roll call to approve Resolution 28-2021 authorizing the submittal of an application to the 2021 Drought Relief Program for the construction of the Groveland CSD 2021 Drought Water System Resiliency Project. The Resolution authorizes the General Manager to sign and submit the application and to enter into the grant agreement if the application is approved.

Adoption of a Resolution Approving the Applications for Rural Recreation and Tourism Program Grant Funds for the Hetch Hetchy Railroad Trail, Phase 1 and Adventure Center at Mary Laveroni Park

Motion

Director Armstrong moved, seconded by Director Kwiatkowski and the motion passed unanimously by roll call to adopt Resolution 29-2021 approving the Applications for Rural Recreation and Tourism Program Grant Funds for the Hetch Hetchy Railroad Trail, Phase 1 and Adventure Center at Mary Laveroni Park.

Adoption of a Resolution Authorizing the Award of Agreement to Moyle Excavation for the Phase One WWTP Improvements Project (Rebid) in the Amount of \$446,640.00 and Related Actions

Motion

Director Swan moved, seconded by Director Armstrong the motion passed unanimously by roll call to adopt Resolution 30-2021 authorizing the award of the Phase One WWTP Improvements Project to Moyle Excavation for a bid amount of \$446,640.00 and to authorize the General Manager to sign an agreement on behalf of the District.

Adoption of the Resolution Approving the Wastewater Treatment Plant Project Phase Two and Authorizing Public Bidding

Motion

Director Kwiatkowski moved, seconded by Director Armstrong and the motion passed unanimously by roll call to adopt Resolution 31-2021 approving the Wastewater Treatment Plant Project Phase Two Project and Authorizing Public Bidding.

Consideration of an Appointment for a Standing Committee to Evaluate the Options and Need Related to the Extension of Public Sewer in Areas Currently Served by Private Septic Systems

Motion

Director Kwiatkowski and Director Swan have been appointed to serve on the standing committee.

Adoption of a Resolution Proclaiming A Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by Governor's Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of October 12, 2021 through November 9, 2021 Pursuant to Brown Act Provisions

Motion

Director Armstrong moved, seconded by Director Swan and the motion passed unanimously by roll call to approve Resolution 32-2021 Ratifying the Proclamation of a State of Emergency by Governor's Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of October 12, 2021 through November 9, 2021 Pursuant to Brown Act Provisions.

Adoption of a Resolution Authorizing the General Manager to Submit a Grant Application for the Department of the Interior, Bureau of Reclamation's WaterSMART Water and Energy Efficiency Grant Program for Fiscal Year 2022 for the Automatic Meter Reading Installation Project

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously by roll call to approve Resolution 33-2021 authorizing the General Manager to submit a grant seconded by Director Swan and the motion passed unanimously by roll call to approve Resolution 32-2021 Ratifying the Proclamation of a State of Emergency by Governor's Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of October 12, 2021 through November 9, 2021 Pursuant to Brown Act Provisions application to the Department of the Interior, Bureau of Reclamation's WaterSMART Water and Energy Efficiency Grant Program for Fiscal Year 2022 for the Automatic Meter Reading Installation Project.

Adjournment

Meeting adjourned at 1:24pm.

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Rachel Pearlman, Board Secretary

DRAFT

**SPECIAL MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
November 4, 2021
10:00 a.m.**

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

Call to Order

Director Kwiatkowski called the meeting to order at 4:04pm.

Discussion and Action Items

There are no discussion or action items before the Board at this meeting. This meeting is intended for the public to provide comments on the operation of the fire department and its funding including the newly formed Community Facilities District 2021-1, to seek clarification and answers to questions and to learn where more information and resources are available.

Adjournment

Meeting adjourned at 6:21pm.

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Rachel Pearlman, Board Secretary



ACCOUNTS PAYABLE CHECK LISTING

October, 2021
Fiscal Year 20/21
Board Approval Date _____

Accounts Payable Checks



User: dpercoco
Printed: 11/3/2021 10:51:21 AM

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
115832	OE3	Operating Engineers Local #3	10/5/2021	True	PR Batch 00001.10.2021 Oper Engin Union Dues	\$381.22
902353	CAL09	CalPers 457 Plan Administrator	10/5/2021	True	PR Batch 00001.10.2021 CalPers Def Comp	\$1,000.00
902354	DCSS	Dept of Child Support Services	10/5/2021	True	PR Batch 00001.10.2021 Wage Garnish Child Support	\$205.03
902355	EDD01	EDD - Electronic	10/5/2021	True	PR Batch 00001.10.2021 SDI Adjustment	\$2,710.58
902356	FedEFTPS	Federal EFTPS	10/5/2021	True	PR Batch 00001.10.2021 Federal Income Tax	\$15,621.72
902357	Orion	Orion Portfolio Solutions	10/5/2021	True	PR Batch 00001.10.2021 Orion 457	\$1,305.00
902358	PER01	Pers - Electronic	10/5/2021	True	PR Batch 00001.10.2021 PERS Employer Expense	\$9,762.35
20848	BLU01	Anthem Blue Cross	10/12/2021	True	Monthly Group Health Ins.	\$23,083.64
20849	AQU01	Aqua Labs	10/12/2021	True	Water/ Sewer Tests	\$2,670.00
20850	CA Dept	CA Dept of Tax/Fee Administration	10/12/2021	True	Diesel fuel taxes	\$461.00
20851	CAR06	Carbon Copy Inc.	10/12/2021	True	Monthly Copier Usage	\$34.29
20852	Cle03	CleanSmith Solutions	10/12/2021	True	Disinfection Services	\$1,750.00
20853	Datapro	Dataprose LLC Attn AR	10/12/2021	True	Monthly UB Statement Processing	\$1,903.15
20854	DEL04	Delta Truck Center	10/12/2021	True	Switch differential lock for Engine 787 repair	\$125.37
20855	DIS01	Dish Network	10/12/2021	True	Satellite TV for FD	\$79.55
20856	DRU01	Drugtech Toxicology Services, LLC	10/12/2021	True	Consortium DOT Tests	\$190.00
20857	Du-A01	Du-All Safety, LLC	10/12/2021	True	38 Hrs. Safety Consultation for Sept. 2021	\$5,700.00
20858	Dunn	Dunn, Gregory	10/12/2021	True	Reimbursement for Harbor Freight Mechanic Drawers and Tarps	\$811.08
20859	EDIS01	E.D.I.S.	10/12/2021	True	Supplemental Health Insurance	\$4,137.77
20860	Far02	Farr Construction	10/12/2021	True	Aug 21 - Sept 21 Progress Payment #8.1 for Big Creek Clearwell	\$297,167.02
20861	FOO01	Foothill-Sierra Pest Control	10/12/2021	True	Fire Dept Pest Control	\$275.00
20862	Gar01	Garton Tractor Inc.	10/12/2021	True	Gearbox, Clutch Disc, and Springs to Repair Mower	\$1,799.15
20863	GCS02	GCS D	10/12/2021	True	GCS D Water Bill	\$11,299.12
20864	GCS01	GCS D Petty Cash	10/12/2021	True	Charcoal and lighter fluid for Movies in the Park	\$14.14
20865	GEN01	General Plumbing Supply	10/12/2021	True	Supplies for Water Distribution Stock Parts for Tank Solar System	\$1,023.45
20866	GEN02	General Supply Co	10/12/2021	True	Monthly CPA Services	\$85.12
20867	gilb01	Gilbert Associates, Inc.	10/12/2021	True	Digital pH Sensor	\$3,400.00
20868	HAC01	Hach	10/12/2021	True	Jean Reimbursement for Andrew Klein	\$2,535.39
20869	Kle02	Klein, Andrew	10/12/2021	True	Highway Vehicle Stabilization Kit	\$140.70
20870	CUR01	L. N. Curtis & Sons	10/12/2021	True	CSM Cert Renewal for Matt Dickens	\$7,933.93
20871	dic02	Matthew Dickens	10/12/2021	True	District Telephone Service	\$384.00
20872	Mitel	Mitel	10/12/2021	True	Mower repair and add grip to new trailer ramp and deck	\$348.12
20873	MOD03	Modesto Steel	10/12/2021	True		\$1,333.40

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
20874	MOO01	Moore Bros. Scavenger Co., Inc.	10/12/2021	True	Garbage Service	\$494.40
20875	Moo06	Moore Ranch Trucking	10/12/2021	True	1 ea. load fill sand, 1 ea. load road base for C & D stock	\$1,100.00
20876	MOT03	Mother Lode Answering Service	10/12/2021	True	Monthly Call Forward/Paging	\$253.77
20877	Oreil	O'Reilly Auto Parts	10/12/2021	True	Relays/Sensors for Engine 786	\$255.14
20878	Pac06	PACE Supply Corp	10/12/2021	True	Supplies for Water distribution stock	\$1,145.75
20879	pac04	Pacific Crane Inspections	10/12/2021	True	Annual Crane inspections	\$1,900.00
20880	per04	Percoco, Ronald	10/12/2021	True	Monthly Janitorial & Uniform Laundering	\$3,186.00
20881	PGE01	PG&E	10/12/2021	True	Monthly Electric Charges	\$677.76
20882	Pin07	Pine Mountain Auto	10/12/2021	True	September Auto Parts	\$980.74
20883	pml01	PML Hardware & Supply Inc.	10/12/2021	True	Monthly Hardware supplies	\$774.43
20884	SUE01	Ray Suess Insurance & Invst	10/12/2021	True	Monthly Retired Employee Health Ins.	\$3,518.30
20885	Rig01	Right Now Couriers	10/12/2021	True	Monthly Courier Service	\$286.20
20886	Rus01	Rush Advertising Specialties	10/12/2021	True	36 ea. Short sleeve shirts, 36 ea. Long sleeve shirts	\$1,118.77
20887	SFPUC	San Francisco Public Utilities Commission	10/12/2021	True	Monthly Water Purchase	\$16,418.48
20888	SIE03	Sierra Motors	10/12/2021	True	Truck #19 body damage repair	\$4,040.67
20889	SWR02	SWRCB	10/12/2021	True	Water Distribution 2 Exam for Shane Sawyer	\$130.00
20890	TIR01	The Tire Shop	10/12/2021	True	Tire Installation for Truck #41825	\$340.00
20891	Tir02	TireHub, LLC	10/12/2021	True	6 ea.tires for Truck #15	\$1,021.30
20892	Tra03	Tractor Supply Credit Plan	10/12/2021	True	2.5 Gallons Vegetation Killer	\$257.38
20893	TUO01	Tuo. Co. Public Power Agency	10/12/2021	True	Public Power Purchase	\$17,789.02
20894	TWO1	Two Guys Pizza	10/12/2021	True	Sewer Odor Staff Meeting	\$233.97
20895	UMP01	UMPQUA Bank	10/12/2021	True	September Credit Card purchases	\$10,374.06
20896	USA01	USA North 811-CA Underground	10/12/2021	True	2021 Membership fee plus 2020 billable ticket fee	\$592.76
20897	UNI05	Univar Solutions	10/12/2021	True	Morton Solor Salt	\$8,015.67
20898	Wells	Wells Fargo Vendor Financial Services, LLC	10/12/2021	True	Monthly Lease on Admin Copier	\$359.28
20899	zer01	Zero Waste USA	10/12/2021	True	2 Cases of Waste Bags for Dog Park	\$192.52
115833	OECU01	Operating Engineers Federal Credit Union	10/13/2021	True	Operating Engineers deductions from 10/15 Payroll	\$381.22
902359	CAL09	CalPers 457 Plan Administrator	10/13/2021	True	PR Batch 00002.10.2021 CalPers Def Comp	\$1,000.00
902360	DCSS	Dept of Child Support Services	10/13/2021	True	PR Batch 00002.10.2021 Wage Garnish Child Support	\$205.03
902361	EDD01	EDD - Electronic	10/13/2021	True	PR Batch 00002.10.2021 SDI - Employee	\$2,688.88
902362	FedEFTPS	Federal EFTPS	10/13/2021	True	PR Batch 00002.10.2021 Federal Income Tax	\$16,640.51
902363	Orion	Orion Portfolio Solutions	10/13/2021	True	PR Batch 00002.10.2021 Orion 457	\$1,805.00
902364	PER01	Pers - Electronic	10/13/2021	True	PR Batch 00002.10.2021 PERS Employer Expense	\$9,998.97
20903	All06	AllStar Fire Equipment, Inc	10/25/2021	True	Annual Self Contained Breathing Apparatus flow testing at Fire	\$735.00
20904	am01	AM Consulting Engineers, Inc.	10/25/2021	True	Sept. Engineering Fees, \$21K Clearwell, \$9K Down/BOF	\$44,190.50
20905	ATT02	AT&T	10/25/2021	True	Monthly Cal Net phone service	\$459.12
20906	ATTL02	AT&T (Internet)	10/25/2021	True	Monthly Fiber Internet-Admin	\$605.58
20907	UB*02952	Bhappu, Anita	10/25/2021	True	Refund Check 016721-000, 13026 MOKELUMNES 2/203	\$40.05
20908	CA Dept	CA Dept of Tax/Fee Administration	10/25/2021	True	3rd Quarter Use Sales Tax	\$655.00
20909	CAD01	CALCAD	10/25/2021	True	Misc. Project Work for Downtown Grov/BOF Sewer Project	\$7,425.00
20910	Cro04	Crook Logging Inc.	10/25/2021	True	Timberpro Masticator for Emergency Water Break on Merrell Road	\$2,500.00
20911	UB*02951	Curtis, Ralph	10/25/2021	True	Refund Check 007521-000, 19523 GRIZZLY 1/399	\$282.48
20912	CWEA	CWEA	10/25/2021	True	Luis Melchor Collection System Maintenance Grade 3 Renewal	\$101.00

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
20913	UB*02949	Dorrell, Antoinette	10/25/2021	True	Refund Check 006547-000, 19972 DUNN CT 1/260	\$387.86
20914	UB*02941	Fargo, Peter	10/25/2021	True	Refund Check 005778-000, 20720 Chaparral Court 11/46	\$276.43
20915	Fir09	Fire Safety Education	10/25/2021	True	Fire Prevention and Education Promotional Material	\$496.00
20916	GEN01	General Plumbing Supply	10/25/2021	True	Water Distribution Stock	\$13,210.58
20917	GRA04	Grainger	10/25/2021	True	Pressure Gauges/Hose Adaptors, Trailer Tiedowns	\$1,360.34
20918	UB*02955	Greenne, Kelly	10/25/2021	True	Refund Check 016350-000, 19327 FERRETTI RD 7/70	\$166.05
20919	UB*02948	Hagins, Casey & Paula	10/25/2021	True	Refund Check 014857-000, 13097 MUELLER 2/159	\$60.50
20920	Hun02	Hunt & Sons, Inc.	10/25/2021	True	Fuel & Oil	\$2,283.95
20921	UB*02956	Ignacio, Jonathan & Terry	10/25/2021	True	Refund Check 013575-000, 20769 Nonpareil Way 4/160	\$416.40
20922	ITR01	Itron Electric Metering Co Inc	10/25/2021	True	Quarterly Hardware Maint-Handhelds	\$1,499.65
20923	JSW02	J.S. West Propane Gas	10/25/2021	True	Propane	\$502.18
20924	UB*02953	Lapicola, Marilyn	10/25/2021	True	Refund Check 008755-000, 20292 LWR SKYRIDGE 15/60 m/w 15/61	\$7.28
20925	UB*02954	LaPlaca, Trustee of LaPlaca Trust, Robert	10/25/2021	True	Refund Check 008752-000, 20284 LWR SKYRGE 15/62	\$424.36
20926	UB*02942	Michaud, Terry	10/25/2021	True	Refund Check 012853-000, 18717 HWY 120 FOOTHILL COM	\$50.13
20927	Min01	Miner's Mart	10/25/2021	True	Diesel Fuel for Power Outages	\$1,961.60
20928	MOU03	Mountain Oasis Water Systems	10/25/2021	True	Bottled Water	\$188.00
20929	neu01	Neumiller & Beardslee	10/25/2021	True	September Legal Fees	\$4,180.00
20930	UB*02957	Parada, Jesus	10/25/2021	True	Refund Check 016016-000, 12698 EAGLE CT 4/488 MRGE	\$285.01
20931	Pri04	Principal Life Insurance Company	10/25/2021	True	Monthly Dental, Vision, Life & LTD Insurance	\$4,350.08
20932	Ron01	Roni Lynn	10/25/2021	True	Social Media Management	\$2,600.00
20933	UB*02947	Sandomenico, Patrick & Jennifer	10/25/2021	True	Refund Check 015736-000, 19259 FERRETTI RD 7/38	\$126.99
20934	Sna01	Snap-on	10/25/2021	True	Cylinder Leakage Tester Tool for Truck 15	\$353.93
20935	Sta15	Staples Credit Plan	10/25/2021	True	Office Supplies	\$65.65
20936	UB*02958	Thompson, Yvonne	10/25/2021	True	Refund Check 010462-000, 20402 PINE MT DR 3/133 MRG	\$58.09
20937	USA03	Usa Blue Book	10/25/2021	True	Contractor/Flushing Hydrant Meters and Locks	\$6,615.15
20938	USA01	USA North 811-CA Underground	10/25/2021	True	CA regulatory costs for USA North 811 for over 200 tickets	\$336.05
20939	Ver03	Verizon Wireless 7706	10/25/2021	True	Monthly Auto Dialers	\$128.86
20940	UB*02945	Walker, Steven	10/25/2021	True	Refund Check 015558-000, 12660 EAGLE CT 4/492	\$241.45
20941	WRT01	Wallace, Robert & Todd	10/25/2021	True	Groveland Park Amenities Study/Plan Through October 3rd	\$3,129.00
20942	UB*02946	Weaver, Sr., David	10/25/2021	True	Refund Check 005526-000, 19610 BUTLER WAY 8/292	\$135.44
20943	Wood01	Wood Rodgers, Inc.	10/25/2021	True	Prof. Services for Integrated W/WW Master Plan for Aug & Sept,2021	\$4,675.00
20944	UB*02943	Zawodny, Jeremy	10/25/2021	True	Refund Check 013593-000, 19922 PINE MT 13/355	\$517.96
115835	OE3	Operating Engineers Local #3	10/26/2021	True	PR Batch 00003.10.2021 Oper Engin Union Dues	\$381.22
902365	CAL09	CalPers 457 Plan Administrator	10/26/2021	True	PR Batch 00003.10.2021 CalPers Def Comp	\$1,000.00
902366	DCSS	Dept of Child Support Services	10/26/2021	True	PR Batch 00003.10.2021 Wage Garnish Child Support	\$205.03
902367	EDD01	EDD - Electronic	10/26/2021	True	PR Batch 00003.10.2021 State Income Tax	\$2,791.65
902368	FedEFTPS	Federal EFTPS	10/26/2021	True	PR Batch 00003.10.2021 Federal Income Tax	\$16,552.99
902369	Orion	Orion Portfolio Solutions	10/26/2021	True	PR Batch 00003.10.2021 Orion 457	\$1,805.00
902370	PER01	Pers - Electronic	10/26/2021	True	PR Batch 00003.10.2021 PERS Employer Expense	\$9,650.55
20945	Adv02	Adventist Health Sonora	11/2/2021	True	Employee Physicals and Vaccinations	\$309.00
20946	AWWA	American Water Works Assoc	11/2/2021	True	Adam Ahlswede AWWA Membership Renewal	\$108.00
20947	UB*02970	Anthony, John & Mary	11/2/2021	True	Refund Check 014449-000, 19645 Goldenrock1/212	\$140.68
20948	UB*02959	Avolicino, Steven & Juanita	11/2/2021	True	Refund Check 014269-000, 20450 PINE MT 3/62	\$180.59

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
20949	UB*02962	Billups, Don & June	11/2/2021	True	Refund Check 013363-001, 19339 JAMES CIR 2/233	\$6.61
20950	UB*02967	Byrne, Michael & Celeste	11/2/2021	True	Refund Check 016439-000, 12889 GREEN VALLEY 3/393	\$349.56
20951	CAR06	Carbon Copy Inc.	11/2/2021	True	Monthly Copier Usage	\$39.54
20952	UB*02964	Carion, Paul & Analisa	11/2/2021	True	Refund Check 016318-000, 20422 PINE MT DR 3/128	\$217.67
20953	Cen08	Central Valley Salinity Coalition	11/2/2021	True	SWRCB Salt Compliance	\$270.00
20954	CSD02	CSDA	11/2/2021	True	2022 CSDA Membership Renewal	\$8,195.00
20955	UB*02966	DiSanto, Dennis & Eileen	11/2/2021	True	Refund Check 010108-000, 19729 PINE MT DR 1/473	\$25.70
20956	Far02	Farr Construction	11/2/2021	True	Sept 21- Oct 21 Progress Payment #9.1 for Big Creek Clearwell	\$272,175.00
20957	Fas02	Fastenal	11/2/2021	True	Glasses, face masks, gloves & batteries	\$1,646.71
20958	UB*02961	Fowler, Bradley	11/2/2021	True	Refund Check 014895-000, 20802 Mckinley Way 10/52 & 53	\$83.20
20959	GEN01	General Plumbing Supply	11/2/2021	True	Sewer Reducer and PVC Adapter for Sewer Connection	\$70.21
20960	GRA04	Grainger	11/2/2021	True	Caulking gun	\$184.02
20961	H&S	H & S Parts and Service	11/2/2021	True	Spare Keys for Backhoe	\$32.14
20962	Hun02	Hunt & Sons, Inc.	11/2/2021	True	Fuel & Oil	\$1,475.78
20963	UB*02965	J.M. Behel LLC	11/2/2021	True	Refund Check 016642-000, 20970 Elderberry Way 11/18 Refund	\$1,274.08
20964	UB*02963	McEnroe, Judith	11/2/2021	True	Check 014178-000, 19393 Pine Mountain Drive 1/37 30 Yd.	\$28.13
20965	MOO01	Moore Bros. Scavenger Co., Inc.	11/2/2021	True	Monthly Debris Box Rental	\$142.88
20966	UB*02969	Morcott, Ian	11/2/2021	True	Refund Check 012723-000, 5C/299 TANNAHILL 5C/299 Spare	\$2.32
20967	ind04	Industrial Electrical Co.	11/2/2021	True	Sample Pumps for Water Treatment Plants	\$2,174.77
20968	UB*02960	Newcomb, Irene	11/2/2021	True	Refund Check 012367-000, 21349 Beaver Ct 12/88	\$207.03
20969	Pac06	PACE Supply Corp	11/2/2021	True	Ford PE Insert for C&D Stock	\$892.16
20970	Rig01	Right Now Couriers	11/2/2021	True	Monthly Courier Service	\$286.20
20971	UB*02968	Serio, Christopher & Linda	11/2/2021	True	Refund Check 016041-000, 13287 WELLS FARGO 2/340	\$85.06
20972	SIE03	Sierra Motors	11/2/2021	True	Replace seat in Truck #6	\$449.74
20973	Sprbrk	Springbrook Holding Co. LLC	11/2/2021	True	Monthly Civic Pay C/C Pmt Fees	\$2,352.00
20974	UMP01	UMPQUA Bank	11/2/2021	True	October Credit Card purchases	\$5,701.44
20975	MOU03	Mountain Oasis Water Systems	11/2/2021	True	Bottled Water	\$116.00
20976	Ver02	Verizon Wireless 5298	11/2/2021	True	Monthly Cell Phone	\$912.79
					October Direct Deposit Payroll (3 Payrolls)	<u>\$126,538.17</u>
					October Total Accounts Payable	\$1,074,988.59



TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: November 9, 2021

SUBJECT: Agenda Item 4D: Adoption of a Resolution Proclaiming A Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by Governor’s Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of October 12, 2021 through November 9, 2021 Pursuant to Brown Act Provisions

RECOMMENDED ACTION:

I move to approve Resolution 34-2021 Ratifying the Proclamation of a State of Emergency by Governor’s Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of November 9, 2021 through December 9, 2021 Pursuant to Brown Act Provisions. The Board will meet for a special meeting on December 1, 2021 at 10am to remain compliant with the AB 361 guidelines.

BACKGROUND:

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

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

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

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

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

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

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

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

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution 34-2021

RESOLUTION 34-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S EXECUTIVE ORDER N-25-20 AND ORDER N-29-20, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE GROVELAND COMMUNITY SERVICES DISTRICT FOR THE PERIOD OCTOBER 12, 2021 TO NOVEMBER 9, 2021 PURSUANT TO BROWN ACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Board of Directors of Groveland Community Services District, this 9th day of November 2021, by the following vote:

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

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

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 November 9, 2021.

DATED: _____



TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: November 9, 2021

SUBJECT: Agenda Item 6A: Public Hearing and Adoption of the Groveland Community Service District’s 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan

RECOMMENDED ACTION:

Staff recommends that the Board of Directors conduct a public hearing to receive and consider public comments regarding the public draft of the 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan.

BACKGROUND:

The California Water Code requires all urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMP) for submission to the California Department of Water Resources (DWR). The UWMPs must be updated every five years and satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983 including amendments that have been made to the Act. The UWMPA requires urban water suppliers servicing 3,000 or more connections or supplying more than 3,000-acre feet (AF) of water annually, to prepare an UWMP. The Groveland Community Services District (District) supplies water for municipal purposes to 3,256 service connections (as of December 31, 2020); therefore, the District is classified as an “urban water supplier” as defined in Section 10617 of the CWC. In accordance with the CWC, as an urban water supplier, the District is required to update its urban water management plan every five years.

The Draft 2020 UWMP evaluates the District’s current water supply and delivery systems and plans for current and future water use trends in the community, describes the District’s water supply source and the water system, and documents the water demand management measures in place to balance supply and demand through the year 2045. The purpose of the UWMP is to evaluate long-term resource planning and establish management measures to ensure that adequate water supplies are available to meet existing and future demand. The UWMP provides a framework to help water suppliers maintain efficient use of urban water supplies, promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use and provide a response mechanism during drought conditions or other water shortages.

New legislation in 2018 created a Water Shortage Contingency Plan (WSCP) mandate replacing the water shortage contingency analysis under former law and California Water Code. The purpose of the WSCP is to document the process used by the District to anticipate water supply disruptions and describe how the District intends to address a water shortage.

DISCUSSION:

The 2020 UWMP is an update to the District's 2015 UWMP, which was submitted in January 2017. The Draft 2020 UWMP satisfies all regulatory requirements, documenting current and future water supplies and demands. As part of the UWMP, the Draft WSCP services as a guide for the District's intended actions during water shortage conditions and includes stages of response to a water shortage, such as a drought, that occur over a period of time, as well as catastrophic supply interruptions which occur suddenly. The primary objective of the WSCP is to ensure that the District has in place the necessary resources and management responses needed to protect health and human safety, minimize economic disruption, and preserve environmental and community assets during water supply shortages and interruptions.

The UWMP helps guide the District's water resource management by documenting water use targets and demands, describing available water supplies and supply utilization, outlining water demand management programs, and documents compliance with water use targets. The District's previous WSCP has been updated to comply with new requirements, summarized below. Development of these plans has included public noticing regarding the preparation of the plans and solicitation of input from local agencies and the public.

Key findings of the 2020 UWMP include the following:

- The District has met water conservation use targets for 2020.
- Water supplies are sufficient to serve the existing community and planned future development.
- Continued implementation of conservation program activities is planned to maintain compliance with state requirements for conservation and water use.

The WSCP has been updated to define six prescribed water shortage levels and to include response actions that align with the six shortage levels, based on water supply and demand conditions. The WSCP also includes procedures for conducting annual supply assessments, and communication protocols corresponding to the defined levels of shortage. The WSCP is included in Chapter 8 of UWMP but is required to be adopted independently from the UWMP. Any future amendments to the WSCP can be independent of the UWMP.

Notices announcing this Public Hearing and adoption of the 2020 UWMP were mailed to San Francisco Public Utilities Commission, District of Sonora, Tuolumne County and the Turlock Irrigation District. In accordance with the CWC, this public hearing was also noticed on September 2, 2021, and September 9, 2021, in the Union-Democrat and copies of the draft UWMP were made available online, and at the District office.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the 2020 UWMP and WSCP. In order for an urban water supplier to be eligible for any water management grant or loan administered by DWR, the agency must have a current UWMP on file that has been determined by DWR to address the requirements of the CWC. A current UWMP must also be maintained by the water supplier throughout the term of any grant or loan administered by DWR. A UWMP may also be required in order to be eligible for other State funding, depending on the conditions that are specified in the funding guidelines. The District's 2020 Plan has been prepared to meet eligibility requirements for grants and loans administered by the State and or the DWR.

ATTACHMENTS:

1. Resolution No. 35– 2021: “A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN”
2. Resolution No. 36 – 2021“A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ADOPTING THE 2020 WATER SHORTAGE CONTINGENCY PLAN”

Affidavit of Publication

STATE OF CALIFORNIA }
COUNTY OF TUOLUMNE } SS

GROVELAND COMMUNITY SERVICES
DISTRICT NOTICE OF PUBLIC HEARING

Bev Woodland, being duly sworn, says:

NOTICE IS HERBY GIVEN that the Board of Directors Groveland Community Services District (GCSD) will conduct a public hearing on Tuesday, November 9, 2021, at 10:00 a.m. or as soon thereafter as the matter may be heard, at the Board Chambers, 18966 Ferretti Road, Groveland, California, to consider the following:

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:

GROVELAND COMMUNITY SERVICES
DISTRICT 2020 URBAN WATER
MANAGEMENT PLAN AND WATER
SHORTAGE CONTINGENCY PLAN

September 02, 2021, September 09, 2021

The Board of Directors will conduct a public hearing to receive public comments and consider adoption of the Draft 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). Following the public hearing, the Board of Directors may adopt the Draft 2020 UWMP and WSCP with recommended modifications as a result of public input.

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

The Draft 2020 UWMP documents the GCSD's plans to ensure adequate water supplies to meet existing and future demands under a range of water supply conditions, including water shortages. The Draft WSCP documents the GCSD's plans to manage and mitigate an actual water shortage condition, should one occur because of drought or other impacts on water supplies.

SIGNED:

The Draft 2020 UWMP and WSCP is available for public review at District's Administration office and on the District's website. During the public hearing, the Board of Directors will hear and consider all comments. All interested persons are invited to attend and speak on this matter. Written comments can also be submitted up until the date of the public hearing to:




Principal Clerk

Peter Kampa
General Manager
Groveland Community Services District
18966 Ferretti Rd
Groveland, CA 95321
e-mail: pkampa@gcsd.org

Subscribed to and sworn to me this 9th day of September 2021.

We invite your participation in this process.
Publication dates: 9/2/21, 9/9/21
The Union Democrat, Sonora, CA



Bev Woodland, Principal Clerk, Tuolumne County,
California

00003642 00014975

Norma Chavez
AM CONSULTING ENGINEERS
5150 N SIXTH STREET, STE 124
FRESNO, CA 93710

**GROVELAND COMMUNITY SERVICES
DISTRICT NOTICE OF PUBLIC HEARING**

NOTICE IS HERBY GIVEN that the Board of Directors Groveland Community Services District (GCSD) will conduct a public hearing on Tuesday, November 9, 2021, at 10:00 a.m. or as soon thereafter as the matter may be heard, at the Board Chambers, 18966 Ferretti Road, Groveland, California, to consider the following:

**GROVELAND COMMUNITY SERVICES
DISTRICT 2020 URBAN WATER
MANAGEMENT PLAN AND WATER
SHORTAGE CONTINGENCY PLAN**

The Board of Directors will conduct a public hearing to receive public comments and consider adoption of the Draft 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). Following the public hearing, the Board of Directors may adopt the Draft 2020 UWMP and WSCP with recommended modifications as a result of public input.

The Draft 2020 UWMP documents the GCSD's plans to ensure adequate water supplies to meet existing and future demands under a range of water supply conditions, including water shortages. The Draft WSCP documents the GCSD's plans to manage and mitigate an actual water shortage condition, should one occur because of drought or other impacts on water supplies.

The Draft 2020 UWMP and WSCP is available for public review at District's Administration office and on the District's website. During the public hearing, the Board of Directors will hear and consider all comments. All interested persons are invited to attend and speak on this matter. Written comments can also be submitted up until the date of the public hearing to:

Peter Kampa
General Manager
Groveland Community Services District
18966 Ferretti Rd
Groveland, CA 95321
e-mail: pkampa@gcsd.org

We invite your participation in this process.
Publication dates: 9/2/21, 9/9/21
The Union Democrat, Sonoma, CA

RESOLUTION 35-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN

WHEREAS, the California Urban Water Management Planning Act (“Act”) (California Water Code Sections 10610 et. seq.) requires urban water suppliers providing municipal water directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to develop an Urban Water Management Plan; and

WHEREAS, the Act requires that an urban water management plan be updated every five years and submitted to the California Department of Water Resources by July, in the years ending in 1 and 6; and

WHEREAS, the Groveland Community Services District last updated its Urban Water Management Plan in January 2017; and

WHEREAS, the District’s 2020 Urban Water Management Plan must be adopted, after public review and hearing, and filed with the California Department of Water Resources; and

WHEREAS, a Draft 2020 Urban Water Management Plan has been prepared and circulated for public review; and all comments received have been reviewed and considered; and, following publication of notices on September 2, 2021, and September 9, 2021, a properly noticed public hearing was held by the Board of Directors on November 9, 2021, prior to adoption of the Final Urban Water Management Plan, all in compliance with the requirements of the Act.

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

1. The 2020 Urban Water Management Plan is adopted.
2. The General Manager is authorized and directed to file the 2020 Urban Water Management Plan with the Department of Water Resources.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 9, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

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 November 9, 2021.

DATED: _____

RESOLUTION 36-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ADOPTING THE 2020 WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the California Urban Water Management Planning Act (“Act”) (California Water Code Sections 10610 et. seq.) requires urban water suppliers providing municipal water directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to develop an Urban Water Management Plan and Water Shortage Contingency Plan; and

WHEREAS, the District’s 2020 Water Shortage Contingency Plan must be adopted, after public review and hearing, and filed with the California Department of Water Resources; and

WHEREAS, a Draft 2020 Water Shortage Contingency Plan has been prepared and circulated for public review; and all comments received have been reviewed and considered; and, following publication of notices on September 2, 2021, and September 9, 2021, a properly noticed public hearing was held by the Board of Directors on November 9, 2021, prior to adoption of the Final Urban Water Management Plan, all in compliance with the requirements of the Act.

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

1. The 2020 Water Shortage Contingency Plan is adopted.
2. The General Manager is authorized and directed to file the 2020 Water Shortage Contingency Plan with the Department of Water Resources.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 9, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

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 November 9, 2021.

DATED: _____



TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: November 9, 2021

SUBJECT: Agenda Item 7A: Adoption of the Resolution Approving the WWTP Pond One Liner Replacement Project, Authorizing Public Bidding and Approving a Related 2021/22 Fiscal Year Sewer Budget Amendment in the Amount of \$300,000.00.

RECOMMENDED ACTION:

I move to adopt Resolution 37-2021 to permit public bidding and approval of a related 2021/22 fiscal year sewer budget amendment in the amount of \$300,000 for the WWTP Pond One Liner Replacement Project.

BACKGROUND:

Reservoir One at the Groveland CSD Wastewater Treatment Plant (WWTP) is in needs repair. Reservoir One was constructed concurrently with the WWTP in the late 1900's. Reservoir One is utilized as a holding basin for raw wastewater during peak flow conditions.

Reservoir One is covered with a thin geomembrane lining system that is used to protect the surrounding environment from contamination by the raw wastewater. The geomembrane liner has failed and is in need of replacement. The existing geomembrane liner is believed to have failed due to old age, as well as from wildlife entering the pond. Reservoir One also receives excessive inflow from runoff from the surrounding environment during extended storm events. The bottom of the reservoir has eroded over years of operation and as a repercussion, it retains solids.

Staff currently utilizes a septic pumping truck to collect and remove solids that have accumulated with the Groveland CSD sewer collection system lift stations. Solids that are removed from the lift stations are dumped directly into Reservoir One for recirculation into the WWTP. This form of operation is unsatisfactory and improvements are required to properly dispose of the collected lift station solids.

DISCUSSION:

The adoption of this resolution will allow staff to publicly bid the WWTP Pond One Liner Replacement Project. The proposed Project will include the addition of a new thick geomembrane liner, regrading of the bottom of the reservoir to reduce solids build up, addition of a fence around the reservoir, construction of an embankment coupled with a drainage system to direct runoff away from the reservoir, as well as the addition of a solids dewatering system for disposal of the lift station solids.

FISCAL IMPACT:

Construction costs for the WWTP Pond One Liner Replacement Project are estimated to cost approximately \$300,000. The costs for the proposed Project will be covered in full by the Groveland CSD. Costs for these improvements were included in the adopted fiscal year 2021/2022 amended final budget.

ATTACHMENTS:

1. Resolution 37-2021

RESOLUTION 37-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE WWTP POND ONE LINER REPLACEMENT PROJECT, AUTHORIZING PUBLIC BIDDING AND APPROVING A RELATED 2021/22 FISCAL YEAR SEWER BUDGET AMENDMENT IN THE AMOUNT OF \$300,000.00.

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

WHEREAS, the District has the authority to construct, operate and maintain the Wastewater Treatment Plant (WWTP); and

WHEREAS, the District needs to complete improvements to Reservoir One within the WWTP; and

WHEREAS, the proposed improvements were included in the adopted fiscal year 2021/2022 final budget; and

WHEREAS, the District has the authority to devote fiscal year 2021/2022 budget expenditures.

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

1. Authorize Staff to solicit bids for the WWTP Pond One Liner Replacement Project.
2. Approve a related 2021/22 fiscal year sewer budget amendment in the amount of \$300,000.00 for construction of the WWTP Pond One Liner Replacement Project.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 9, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

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 November 9, 2021.

DATED: _____



TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: November 9, 2021

SUBJECT: Agenda Item 7B: Adoption of a Resolution Approving the Purchase Agreement of Vacant Land APN's 007-010-002 and 007-010-020 and Authorizing the General Manager to Sign the Agreement and Related Documents Regarding the Close of Escrow

RECOMMENDED ACTION:

I move to adopt Resolution 38-2021 approving agreement for the purchase of vacant land APN's 007-010-002 and 007-010-020 and authorizing the General Manager to sign the agreement and related documents regarding the close of escrow.

BACKGROUND:

On September 7, 2021, staff presented the Board with a vacant land purchase opportunity in closed session. The Board authorized its negotiators to enter into formal discussions for acquisition of the property and they were successful in having an offer accepted in the amount of \$178,000, \$72,000 less than the asking price and at the lowest end of the Board authorized offer range.

The land is comprised of 37 acres, is directly adjacent to the District's property and acquisition of which would allow for the improvements identified as priority through our current public engagement process. The land is extremely ideal for a number of priority uses identified in the park improvement planning process over the past two years including recreational, health and community building projects including:

- Connecting with the future planned park improvements and ridgetop overlook and birdwatching platform(s)
- Potential development of an RV park if determined economically and environmentally feasible to generate park operating revenue
- To provide an accessible class 1 paved trail route from the Groveland Resilience Center to Deer Flat Road
- Serving as a full-width alternate emergency ingress/egress route from the Pine Mountain Lake main gate to Deer Flat Rd, avoiding downtown and the Hwy 120/Ferretti Rd. intersection which could be used during evacuations or other emergency needs
- To provide the opportunity to reduce fire fuel loading adjacent to downtown
- To protect, preserve and educate the public on historic mining sites located on the property
- To provide land with excellent terrain for the future installation of secondary walking trails connecting with the main paved trail, tertiary/mountainous trails for hiking, running and cycling including organized sporting events to generate operating revenue

After the purchase offer was accepted, District staff and legal counsel performed extensive evaluation of property records and its history, to identify any fatal flaws, ensure clear title and determine that the property was suitable for use as open space and park land. Evaluations conducted in the land feasibility evaluation process included review of the preliminary title report and extensive property record, research into easements on the property, review of county planning department documents related to prior subdivision approvals and communication with the county CDD regarding zoning requirements and road access on Deer Flat, and a Phase 1 Environmental Site Assessment (ESA). District legal counsel has been extremely helpful and thorough in its review of documents and issues that could affect clear title, provided extensive guidance and assistance in documenting and clearing all concerning title conditions.

Over the past 50 days, all concerns were resolved, clean title report achieved, and the ESA's report revealed, *"...no evidence of recognized environmental conditions, controlled recognized environmental conditions, or historical recognized environment conditions in connection with this property."*

The Board was presented with the Purchase Sale Agreement and authorized the General Manager to enter into the agreement on September 7, 2021. Now that the offer has been accepted and land feasibility process completed, staff is requesting that the Board formally approve the Purchase Sale Agreement and authorize the general manager to sign all related documents regarding the close of escrow.

ATTACHMENTS:

- Purchase and Sale Agreement and Amendment 1
- Resolution 38-2021

FISCAL IMPACT:

Legal and ESA costs are estimated at less than \$20,000 and we have not yet received estimated closing costs, but they should be relatively small for the vacant land purchase. The \$178,000 cost of the acquisition of the property is expected to be reimbursed via the State's Per Capita Grant Program, as we have been informed that this is a qualifying project/expense.



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. 1 (C.A.R. Form ADM, Revised 12/15)

The following terms and conditions are hereby incorporated in and made a part of the: [] Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other Purchase and Sale Agreement (for unimproved land), dated 09/14/2021, on property known as 37 acres Deer Flat Rd, APNs 070-010-002&020, Groveland, CA 95321

in which Groveland Community Services District is referred to as ("Buyer/Tenant") and Mary L.E. Gomez is referred to as ("Seller/Landlord").

- 1. RE 1.01: Buyer must apply to Bureau of Land Management for a change of name for the Right of Way from Deer Flat Road after close of escrow.
2. Seller will not provide any disclosures other than the 3rd party NHD (4.03). Seller acquired the property by foreclosure and is not knowledgeable about the property, other than what is in the public record and in Seller's BLM ROW agreement.
3. RE 11 (a) (iv): Seller is not aware of any parties in possession, and will not warranty whether trespassers or squatters may be on the property at close of escrow.
4. Several references are made in the Agreement to contractors or consultants of the Seller. Seller has never engaged any contractors or consultants since acquiring the property in foreclosure.
5. Seller to receive copies of all environmental reviews or other feasibility studies prepared for buyer.
6. Subject to the provisions contained in the Purchase and Sale Agreement (for unimproved land) executed by the parties in conjunction with this Addendum No. 1, the Property is sold AS IS. Seller will not remove any debris, personal property, or the old trailer.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 09/14/2021 Date 09/14/2021
Buyer/Tenant Groveland Community Services District Seller/Landlord Mary L.E. Gomez
Buyer/Tenant Seller/Landlord

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is made and entered into by and between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 (“**Seller**”), and GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“**Buyer**”), collectively the “**Parties**” and will be effective when signed by both Parties and dated by Escrow Holder as received (“**Effective Date**” and “**Opening of Escrow**”). This Agreement is made with reference to the following facts:

A. Seller is the owner of approximately 37 acres of real property located in the City of Groveland (“**City**”), Tuolumne County (“**County**”), State of California, comprised of all of APNs 007-010-002 and 007-010-020 (“**Property**”), as more particularly described in **Exhibit A** and depicted on **Exhibit B**, both attached hereto.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Property, subject to and in accordance with the terms and conditions contained in this Agreement.

1. PURCHASE AND SALE OF REAL PROPERTY

1.01 Agreement of Purchase and Sale. For and in consideration of the promises, undertakings, and mutual covenants of the Parties set forth in this Agreement, Seller hereby agrees to sell and convey unto Buyer, and Buyer hereby agrees to purchase and take from Seller, the Property. The purchase and sale of the Property includes any and all improvements, rights and appurtenances pertaining thereto, including, but not limited to, all associated easements, privileges, entitlements, rights of way and appurtenances benefiting such land, development rights, air rights, water rights, mineral, oil and gas and other subsurface rights, and all right, title, and interest of Seller in and to easements over adjacent streets, alleys, rights-of-way, and any other easements to the extent of Seller’s interest therein (if any), all of such real property, rights, and appurtenances being referred to as the “**Property**.”

1.02 Purchase Price. The purchase price payable at Closing will be ONE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$189,000.00) (“**Purchase Price**”). The Purchase Price (including the components thereof) are payable as follows:

1.03 Deposit.

(a) Deposit. In consideration for the right to purchase the Property granted in this Agreement by Seller to Buyer, Buyer will, within five (5) business days after the Effective Date: (i) open escrow (“**Escrow**”) with Yosemite Title Company, Sonoma, California, Attn: Kayla Brown (“**Escrow Holder**”), and (ii) deposit with Escrow Holder the sum of Five Thousand and No/100 Dollars (\$5,000.00) (“**Deposit**”). Upon Buyer’s delivery of the Notice of Suitability to Seller as provided in Section 4.02, the Deposit will be nonrefundable to Buyer, except as otherwise provided in this Agreement.

(b) Termination. If Buyer fails to deposit the Deposit as required by this Agreement, and such failure continues for a period of 5 days after the date such deposit was

originally to have been deposited by Buyer, then either Party may terminate this Agreement by written notice to the other at any time prior to the deposit of the Deposit. If this Agreement is so terminated, this Agreement will be deemed to have terminated as of the date that the Deposit was originally to have been deposited by Buyer, and there will be no remedy hereunder to either Seller or Buyer other than the termination of this Agreement.

(c) Deposit Applicable. The Deposit will be applicable to the Purchase Price at the Closing (as defined below).

(d) Independent Consideration. In addition to the Deposit, Buyer will deposit the amount of One Hundred Dollars (\$100.00) ("**Independent Consideration**") at the time of funding the Deposit, which Independent Consideration will be non-refundable to Buyer as independent consideration for the rights extended to Buyer in this Agreement, including the right to terminate this Agreement as provided herein. If this Agreement terminates for any reason, Seller will retain the Independent Consideration. The Independent Consideration will not be applicable towards the Purchase Price.

1.04 Memorandum of Agreement. Concurrently with the execution of this Agreement, Seller and Buyer will execute and deliver to Escrow a memorandum of agreement ("**Memorandum of Agreement**") in substantially the form attached hereto as **Exhibit C**. Upon Buyer's delivery of the Notice of Suitability, Escrow Holder will record the Memorandum of Agreement with the County Recorder's office. Upon the termination of this Agreement, and subject to Buyer's receipt of the Deposit if Buyer is so entitled to the same pursuant to this Agreement, Buyer will deliver to Escrow Holder a notice of termination or quitclaim of the Memorandum of Agreement in recordable form and in form otherwise acceptable to Escrow Holder to remove the Memorandum of Agreement from the condition of title to the Property.

2. CLOSE OF ESCROW

2.01 Closing Date. Provided that Buyer has delivered its Notice of Suitability (defined below), the Closing will take place on the date ("**Closing**" or "**Closing Date**") that is the earlier of: (i) fourteen (14) days after the expiration of the Feasibility Period. Notwithstanding any other provision of this Agreement, the Closing must occur on a Tuesday, Wednesday or Thursday (a "**Permitted Closing Day**"), and if the scheduled Closing would otherwise occur on a day that is not a Permitted Closing Day, the Closing will be extended automatically to the next day that is a Permitted Closing Day.

2.02 Seller's Closing Obligations. At the Closing, Seller will:

(a) Execute and deliver to Buyer a Grant Deed for the Property in the Escrow Holder's standard form ("**Deed**"), duly executed and acknowledged, conveying to Buyer good fee simple title to the Property purchased at that Closing, free and clear of all liens, claims, and encumbrances except the Permitted Exceptions (as defined in Section 3.03);

(b) Cause the Escrow Holder to deliver a Title Report (as defined in Section 3.01) showing that all ad valorem or other taxes for the Property purchased at the Closing have been paid for the years prior to the year of the Closing, and pay at the Closing with the Escrow

Holder Seller's prorated share of all taxes for the Property purchased at that Closing for the current year up to the date of the Closing;

Buyer;

- (c) Deliver possession of the Property purchased at the Closing to

- (d) Pay Seller's closing costs as specified in this Agreement;

- (e) Cause to be secured from Seller's lender or other holder of any note, lien or other monetary obligation the Property purchased at such Closing, a properly-executed and recordable, complete and final release thereof for execution and delivery simultaneously with the Deed to Buyer;

- (f) Deliver an executed Certificate of Non-Foreign Status, in Escrow Holder's standard form, pursuant to Section 1445(b)(2) of the Internal Revenue Code certifying that Seller is a non-foreign person, and a properly executed California Form 593-C certifying that Seller is a California resident or, if not, evidence acceptable to Buyer that Buyer has satisfied the requirements for tax withholding required under the California Revenue and Taxation Code;

- (g) Deliver executed consents in the form attached hereto as **Exhibit F** or as otherwise reasonably acceptable to Buyer, from the civil engineer and geotechnical engineer, if any, engaged by Seller in connection with the Seller's entitlements consenting to the assignment and sale of all plans, specifications and work product and rights under all architect's, engineering and other consultant services contracts to Buyer at no cost to Buyer (the "**Professional's Consent(s)**");

- (h) Cause Yosemite Title Company ("**Title Company**") to issue and advise Buyer that it has issued an ALTA Extended Coverage Title Insurance Policy ("**Title Policy**") which will: (i) be in the amount of the total Purchase Price for the Property purchased at such Closing; (ii) insure fee simple title to the Property purchased in Buyer; (iii) include a mechanics' lien endorsement as may be required by Buyer; and (iv) contain no exceptions other than the Permitted Exceptions; and

- (i) Execute and deliver such other instruments and affidavits as the Escrow Holder may reasonably require.

2.03 Buyer's Obligations at Closing. At the Closing, Buyer will:

- (a) Pay to Seller the Purchase Price in cash for the Property less the amount of the Deposit;

- (b) Pay Buyer's closing costs as specified in this Agreement; and,

- (c) Execute and deliver such other instruments and affidavits as the Escrow Holder may reasonably require.

2.04 Closing Costs.

the Closing:

- (a) Seller will pay the following costs and expenses in connection with
 - (i) Seller's portion of the prorated taxes and fees;
 - (ii) Seller's attorneys' fees incurred in connection with the negotiation and consummation of this Agreement;
 - (iii) One-half of the cost of any escrow fee;
 - (iv) One-half of the premiums for the ALTA Standard Coverage Title Insurance Policy;
 - (v) One-half of the cost of recording the Deed;
 - (vi) City, if any, and County documentary transfer taxes; and
 - (vii) Such other incidental costs and fees customarily paid by sellers in land transactions of this nature in the County in which the Property is situated.

the Closing:

- (b) Buyer will pay the following costs and expenses in connection with
 - (i) Buyer's portion of the prorated taxes and fees;
 - (ii) Buyer's attorneys' fees incurred in connection with the negotiation and consummation of this Agreement;
 - (iii) One-half of the cost of recording the Deed;
 - (iv) One-half of the cost of the escrow fee;
 - (v) One-half of the premiums for the ALTA Standard Coverage Title Insurance Fee;
 - (vi) The additional premium to obtain ALTA Extended Coverage and the cost of any additional endorsements beyond those required of Seller pursuant to this Agreement; and
 - (vii) Such other incidental costs and fees customarily paid by purchasers in land transactions of this nature in the county in which the Property is situated.

2.05 Proration of Taxes and Assessments. Current ad valorem taxes, special taxes and all assessments of whatever kind will be prorated on the Property purchased at the Closing as of the Closing Date based on the latest information available to Escrow Holder without

giving effect to any exemption. Seller will be responsible for, and will pay, any delinquent or supplemental taxes attributable to the Property purchased at the Closing having been assessed for, or otherwise applicable to the subject Property prior to, the time period prior to such Closing at special use valuations or under any agricultural or open-space exemption, and will pay for such delinquent or supplemental taxes, whether such delinquent or supplemental taxes become due before or after Closing. Buyer will be responsible for all supplemental taxes assessed as the result of the Closing or applicable to the subject Property at any time after Closing. All prorations and/or adjustments called for in this Agreement are to be made on the basis of a thirty (30) day month, unless otherwise specifically instructed in writing. If, after Closing, either Party receives a bill for any such taxes or assessments, including supplemental taxes (collectively, “**Other Taxes**”), owed by the other Party applicable to the Property purchased at such Closing, then the Parties agree: (a) such Other Taxes will be prorated between the Parties to the Closing, and (b) the Party receiving the bill for the Other Taxes will notify the Party responsible for paying the Other Taxes in writing of the amount of such Other Taxes and the Party owing the Other Taxes will promptly pay its prorated share of such Other Taxes within thirty (30) days of demand therefor. The provisions of this Section 2.05 will survive Closing.

2.06 Escrow Holder’s Duties at Closing. Escrow Holder will cause the Closing to occur by: (a) recording the Deed and each other document required to be recorded; and (b) delivering funds and documents as set forth in Section 2.07 WHEN AND ONLY WHEN (i) all funds and instruments required pursuant to Sections 2.02 through 2.05, inclusive, for the Closing have been delivered to Escrow Holder and (ii) each of the conditions precedent to the Closing set forth in this Agreement have been satisfied or waived as provided for in this Agreement.

2.07 Distribution of Funds and Documents

(a) Escrow Holder will, at the Closing, deliver to Seller and Buyer a copy of the Deed (conformed to show recording date) and conformed copies of each document recorded to place title in the condition required by this Agreement. Escrow Holder will cause the County Recorder of the County to mail the Deed and each other recorded document after recordation, to the grantee, beneficiary or person: (i) acquiring rights under said document, or (ii) for whose benefit said document was acquired.

(b) Escrow Holder will, at the Closing, deliver by certified mail, overnight courier or United States mail (or will hold for personal pickup, if requested) one (1) copy of each non-recorded document received hereunder by Escrow Holder to the payee or person: (i) acquiring rights under said document, or (ii) for whose benefit said document was acquired. Escrow Holder will deliver copies of all documents deposited into Escrow to the parties herein.

(c) All disbursements by Escrow Holder will be made by wire transfer in accordance with instructions provided to Escrow Holder. Escrow Holder will deliver, at the Closing, to Seller, or order, all amounts to which Seller is entitled and will deliver any excess amount to Buyer.

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3. TITLE REPORT

3.01 Title Report; Title Review Period. Within two (2) business days after the Effective Date, Buyer will instruct Escrow Holder to deliver one or more preliminary title report(s) covering all of the Property, including true and correct copies of all instruments reflected as exceptions in the title report (collectively, the “**Title Report**”) to Buyer and Seller. Upon the later of: (i) the Effective Date; or (ii) receipt of the Title Report, Buyer will have twenty (20) days (the “**Title Review Period**”) to notify Seller in writing of any objection to exceptions in the Title Report. Whether or not Buyer objects, however, Seller agrees to remove at or prior to the Closing the following: (i) any mortgage or deed of trust, (ii) any mechanic’s lien, (iii) any other monetary liens and obligations of any kind whatsoever, except for non-delinquent taxes and assessments which constitute a lien on the Property, (iv) any rights of possession, and (v) any exceptions caused or created by Seller after the Effective Date.

3.02 Buyer’s Title Response; Cure Period. If Buyer does not notify Seller of any objection to the exceptions in the Title Report, then at the end of the Title Review Period, Buyer will be deemed to have objected to all of the exceptions in the Title Report. If Buyer objects or is deemed to have objected to any exception(s) in the Title Report, then Seller will have ten (10) business days following the end of the Title Review Period (the “**Cure Period**”) to commit in writing to modify or eliminate the objectionable exceptions as of the Closing, to the sole and absolute satisfaction of Buyer. If Seller has not agreed to modify or eliminate the objectionable exceptions, to the sole and absolute satisfaction of Buyer, within the Cure Period, Buyer may, at its option, and as Buyer’s sole remedies, elect to (A) waive its objections to the Title Report; or (B) terminate this Agreement. Buyer will notify Seller of its election in writing, within five (5) business days following the end of the Cure Period (the “**Buyer’s Title Waiver Period**”). If Buyer fails to notify Seller prior to the expiration of the Buyer’s Title Waiver Period, however, the Agreement will be deemed terminated as of the end of the Feasibility Period unless Buyer delivers the Notice of Suitability, in which event the approved condition of title will be as set forth in the last title commitment issued by Title Company received by Buyer at least one (1) business day prior to Buyer’s delivery of the Notice of Suitability, and Seller will be obligated to remove those objectionable exceptions, if any, that Seller is required to remove or that Seller previously agreed to remove in writing. If Buyer elects or is deemed to elect to terminate this Agreement, the Deposit will be promptly returned to Buyer, and thereafter neither Seller nor Buyer will have any further duties, rights or obligations hereunder.

3.03 Permitted Exceptions. The “**Permitted Exceptions**” will consist of the following with respect to the Property: (a) the lien for local real property taxes and assessments not yet due or payable; and (b) the exceptions in the Title Report that Buyer has notified Seller in writing are acceptable to Buyer.

3.04 New or Additional Exceptions. If any new or additional items appear of record after the date of the Title Report, the Escrow Holder will deliver to Buyer a supplemental title report, including true and correct copies of all instruments reflected as exceptions in the supplemental title report (“**Supplemental Report**”). Thereafter, the Parties will comply with Sections 3.01 and 3.02 above, except that the Title Review Period for any Supplemental Report will be five (5) business days, the Cure Period will be five (5) business days, Buyer will notify Seller of its election regarding any uncured exceptions within two (2) business days, and the

Closing will be extended as necessary to accommodate review of the Supplemental Report in accordance herewith.

3.05 Extended Owner's Coverage; Endorsements. Buyer will be solely responsible for furnishing any survey required by Escrow Holder, at Buyer's sole cost and expense, as a condition of issuing ALTA Extended Owner's Coverage. Notwithstanding the foregoing, Seller will provide an owner's affidavit, lien releases and an indemnity agreement in the forms reasonably required by the Title Company prior to the Closing, in order to remove the exception for parties in possession and to issue a 101.4 mechanic's lien endorsement to Buyer, and such endorsement will be included in the Title Policy as a condition to the Closing.

4. FEASIBILITY AND ACTIVITIES RELATING TO PROPERTY

4.01 Seller's Materials

(a) Within three (3) days after the Effective Date, Seller will provide to Buyer, for Buyer's review and approval, all information currently in its possession or control regarding the Property (collectively "**Seller's Materials**") excluding attorney-client privilege or work product or financial analysis or market studies prepared for internal use. Without limiting the generality of the foregoing, and to the extent they exist and are in Seller's possession or control, Seller will forward to Buyer the following items:

(i) All reports, designs, and schematics concerning the Property, including the soils and geologic condition of the Property;

(ii) Any draft Tentative Map (as defined below) for the Property, or any portion of it, pursuant to the California Subdivision Map Act;

(iii) All permits, approvals and inspection reports relating to the Property; and

(iv) Copies of all reports, studies, and other materials which Seller possesses or controls which pertain to the environmental condition of the Property and the property in the vicinity of the Property (collectively, the "**Existing Environmental Reports**"). Seller does not represent or warrant the accuracy or thoroughness of the Existing Environmental Reports.

(b) Seller will cause any leases or other possessory rights of third parties with respect to the Property to be terminated prior to Closing.

4.02 Buyer's Feasibility. Buyer, at its own expense, may conduct a feasibility study of the Property (including architectural, geotechnical, environmental, marketing, engineering and financial feasibility studies) to determine whether or not the Property is suitable to Buyer as determined by Buyer in its sole and absolute discretion. Such operations will be conducted in such a manner as to not permanently damage the Property, and if damage is done, Buyer will repair and restore it to substantially its former condition at Buyer's expense. If the feasibility study indicates, in Buyer's sole and absolute discretion, that the Property is suitable to Buyer, then Buyer will send written notice (the "**Notice of Suitability**") to Seller on or before the

date that is sixty (60) days after the Effective Date (the “**Feasibility Period**”). If (1) Buyer fails to send Seller the Notice of Suitability on or before the last day of the Feasibility Period and such failure continues for a period of five (5) days after written notice from Seller, or (2) if Buyer sends to Seller a notice terminating this Agreement prior to delivery of the Notice of Suitability, this Agreement will automatically terminate. In the event of such termination, Escrow Holder is irrevocably instructed to immediately return the Deposit to Buyer, and Seller and Buyer will have no further obligation to each other except for those obligations that survive termination of this Agreement.

4.03 Natural Hazard Disclosure Statement. Within ten (10) days of the Effective Date, Seller will provide Buyer with a Natural Hazard Disclosure Statement pursuant to the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, and California Public Resources Code Sections 2621.9, 2694, and 4136 and any successor statutes or laws.

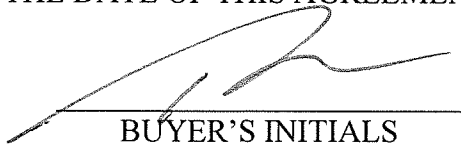
4.04 Requirements. Buyer hereby agrees to indemnify, protect, hold harmless, and defend Seller from and against any and all claims, liabilities, liens, penalties, demands, suits, actions, losses, damages, injuries, judgments, settlements, costs or expenses (including, without limitation, attorneys’ fees and costs, (collectively referred to as “**Costs or Expenses**”) to the extent arising out of or resulting from Buyer’s (and its agents, employees and contractors) entry upon the Property, or its feasibility investigations, or the placements or use of any trailer on the Property, or any combination thereof, but excluding the mere discovery of any environmental condition or contamination, provided that Buyer will not be obligated to indemnify, defend, protect or hold harmless the Property or Seller from Costs or Expenses caused by the sole negligence or willful misconduct of Seller or arising from matters merely discovered by Buyer during its investigation of the Property, including without limitation any costs of remediation incurred as a result of Buyer’s discovery of pre-existing Hazardous Substances on, in or under the Property or the results or findings of any tests, studies or reports resulting from or related to any inspections. Buyer’s liability to Seller, or its agents, with respect to the foregoing indemnity will not be limited by the liquidated damages provision set forth in this Agreement and will survive the Closing. Buyer will keep the Property free and clear of all liens and encumbrances in connection with the activities of Buyer and its agents, employees, contractors, subcontractors and consultants on or about the Property including, without limitation, mechanics’ and materialmen’s liens.

4.05 Estoppel Certificate. Seller will use commercially reasonable efforts to obtain and deliver to Buyer, on or before the date that is five (5) business days prior to the expiration of the Feasibility Period, an executed estoppel certificate in the form attached hereto as **Exhibit E (“Estoppel Certificate”)** with respect to each Lease (as such term is defined in the Estoppel Certificate) from the tenant thereunder dated no earlier than thirty (30) days prior to the expiration of the Feasibility Period.

5. REMEDIES

5.01 Seller’s Remedies; LIQUIDATED DAMAGES. If Seller performs all of Seller’s obligations pursuant to this Agreement and Buyer breaches any term of this Agreement, Seller will be entitled, after all applicable notice and cure periods, as Seller’s sole and exclusive remedy, to: (a) waive the contractual obligations of Buyer in writing; (b) extend the time for

performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; or (c) if Buyer will have delivered its Notice of Suitability and Escrow fails to close solely due to Buyer's default under this Agreement, Seller may elect to terminate this Agreement and receive the amount of the Deposit to the extent delivered to Escrow Holder and all interest accrued, as liquidated damages (the "**Liquidated Damages**") in accordance with the provisions set forth below. IF SELLER ELECTS THE REMEDY SET FORTH IN SECTION 5.01(c), SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (i) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSING AND THE PURCHASE PRICE AS SET FORTH IN THIS AGREEMENT; (ii) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (iii) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS MADE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSING. THE PARTIES DESIRE TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH PURCHASER MIGHT BE LIABLE SHOULD PURCHASER BREACH THIS AGREEMENT AND TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF AFTER PURCHASER DELIVERS A NOTICE OF SUITABILITY, ESCROW FAILS TO CLOSE DUE SOLELY TO PURCHASER'S DEFAULT, THEN THE AMOUNT OF THE LIQUIDATED DAMAGES SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE, AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE TO CLOSE ESCROW RESULTING SOLELY FROM PURCHASER'S DEFAULT SHALL BE LIMITED TO SUCH AMOUNT AND SELLER SHALL HAVE NO RIGHT TO RECOVER ANY ADDITIONAL DAMAGES OR TO PURSUE ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS AGREEMENT. IN CONSIDERATION OF THE PAYMENT OF LIQUIDATED DAMAGES, SELLER WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS SELLER MAY HAVE PURSUANT TO SECTION 1680 OR SECTION 3389 OF THE CALIFORNIA CIVIL CODE RELATING TO PURCHASER'S DEFAULT RESULTING IN ESCROW NOT CLOSING AS PROVIDED UNDER THIS AGREEMENT. BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND PURCHASER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS AGREEMENT AND AGREE THAT SUCH SUM IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS AGREEMENT.


 BUYER'S INITIALS


 SELLER'S INITIALS

5.02 Buyer's Remedies. If Seller defaults in performing Seller's obligations hereunder for any reason other than Buyer's default, Buyer will be entitled, after all applicable

notice and cure periods, to: (a) waive the contractual obligations of Seller in writing; (b) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto but such extension period will not exceed 60 days; (c) terminate this Agreement and receive a return of the Deposit plus reimbursement of all reasonable out of pocket costs and expenses incurred by Buyer in connection with the transaction contemplated by this Agreement, not to exceed \$25,000.00; or (d) enforce specific performance of this Agreement, unless specific performance is not available, in which case Buyer may instead pursue any other remedy available except consequential, speculative or punitive damages. Buyer's extension of the time for Seller's performance pursuant to Section 5.02(b) will not constitute an election of remedies and will not prohibit Buyer's exercise of Buyer's other remedies set forth above in the event Seller fails to cure such breach prior to the expiration of such extension period.

5.03 Post-Closing Remedies. From and after the Closing, each Party will have the right to pursue its actual damages against the other Party: (a) for a breach of any covenant or agreement contained in this Agreement that is performable after or that survives the Closing (including the indemnification obligations of the Parties contained this Agreement), and (b) for a breach of any representation or warranty made by the other Party in this Agreement for the one year survival period set forth in Section 11(b) herein. The obligations described in this Section 5.03 will survive the closing and any termination of this Agreement.

5.04 Limitation on Remedies. In no event will either Party be liable for any speculative, consequential or punitive damages.

5.05 Escrow Cancellation Charges Due to a Default. If the Closing fails to occur due to Seller's or Buyer's default, the defaulting Party must pay all Escrow cancellation charges. If Escrow fails to close for any reason other than the foregoing, each Party must pay one-half of the Escrow cancellation charges. "**Escrow cancellation charges**" means all fees, charges and expenses incurred by Escrow Holder, including all expenses incurred in connection with issuance of the Preliminary Report and other title matters.

6. COMMISSIONS

6.01 Seller's Broker. The "**Seller's Broker**" is Lauree Borup and Vanessa Meyers of RE/MAX Yosemite Gold (Sonora, CA).

6.02 Buyer's Broker. Buyer is not represented by a Broker.

6.03 Commissions. If and when Closing occurs, but only if Closing occurs, Seller shall pay a commission to Seller's Broker pursuant to a separate written agreement.

6.04 No Other Broker. Except for Seller's Broker, each party represents to the other that the representing party has not had any contact or dealings regarding the subject matter of this transaction through any other licensed real estate broker or any other person who can claim a commission or finder's fee as a procuring cause of the sale contemplated herein. Seller agrees to indemnify, defend and hold Buyer harmless from and against all liability, loss, cost, damage, and expenses (including but not limited to attorney fees and costs) because of any claim by a broker, agent, or finder claiming through Seller, other than Seller's Broker, for any compensation with

respect to this Agreement, the sale and purchase of the Property, and the consummation of the transactions contemplated in this Agreement, whether or not such claim is meritorious. Buyer agrees to indemnify, defend and hold Seller harmless from and against all liability, loss, cost, damage, and expenses (including but not limited to attorney fees and costs) because of any claim by a broker, agent, or finder claiming through Buyer for any compensation with respect to this Agreement, the sale and purchase of the Property, and the consummation of the transactions contemplated in this Agreement, whether or not such claim is meritorious.

7. OPERATION OF PROPERTY AND TERMINATION OF LEASES

7.01 Termination of Leases. Seller will terminate any leases encumbering or affecting the Property and cause the tenants to vacate the Property prior to the Closing. During the term of this Agreement, Seller will not enter into any new leases, licenses or other occupancy agreements for the Property, or take any other action that adversely affects Buyer's anticipated use or ownership of the Property. If any tenant fails to vacate the Property upon termination of a lease, Seller will, at its sole cost and expense, take all commercially reasonable action to cause such tenant to vacate the Property prior to the Closing, including the prosecution of unlawful detainer proceedings. Buyer will have the right to extend the Closing Date without payment of any extension fee or deposit if any of the leases has not been terminated and/or any tenant has not vacated the Property prior to the scheduled Closing Date.

7.02 Compliance with Laws. Seller will comply with all laws, regulations and other requirements from time to time applicable of every governmental body having jurisdiction of the Property.

7.03 Cooperation. Seller agrees to cooperate with the Buyer and to take such actions as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement.

8. ASSIGNMENT OF WARRANTIES

8.01 At the Closing, Seller will execute a General Assignment in substantially the form attached hereto as **Exhibit D** assigning the rights described therein to Buyer. Seller hereby assigns to Buyer, effective as of the Closing, all of Seller's right, title and interest in and to the following (as such right, title and interest relates to the Property acquired by Buyer): (1) rights and remedies under any product and construction contracts, including warranties and indemnification rights, received by Seller from third parties relating to the Property, including, without limitation, utility and other service providers, engineers, contractors and subcontractors; (2) any fee credits and prepaid impact fees attributed to the Property, to the extent assignable; (3) insurance policies maintained by Seller, or Seller's contractors or engineers relating to the construction of any improvements to the Property ("**Project Insurance Policies**") to the extent assignable; (4) rights and remedies, including indemnification rights, under any contract Seller may have with any engineers, architects, consultants, contractors, and subcontractors; and (5) all plans, designs and specifications relating to the design of improvements planned to be constructed on the Property. Prior to the Closing, Seller will request consents to the foregoing assignments (in form reasonably acceptable to Buyer and Seller) from all parties whose consent to such assignments is required. To the extent any of the foregoing rights and remedies is not assignable,

Seller will reasonably cooperate with Buyer in pursuing such remedies, with any benefits accruing to Buyer. The provisions of this Section will survive the Closing.

9. NOTICE AND RIGHT TO CURE

Unless this Agreement provides a different cure period, each Party will be given a five (5) day written notice and opportunity to cure any default before the other Party may exercise any remedy provided in this Agreement. If a default exists on any performance date (including the Closing Date), such date will be extended to provide the benefit of the above cure period. Each party agrees to reasonably cooperate with the other in any and all attempts by the defaulting party to cure any default within the default cure period.

10. CONDEMNATION AND EMINENT DOMAIN

In the event of destruction, damage or condemnation of all or any material portion of the Property, Seller will promptly notify Buyer in writing. Buyer may elect to terminate this Agreement in writing within ten (10) days of such notice from Seller. If this Agreement is terminated in accordance with this Section 10, the Deposit will be immediately returned to Buyer and neither party will have any further rights, obligations or liabilities under this Agreement. If Buyer does not elect to terminate this Agreement, Seller will assign to Buyer all of Seller's rights to any condemnation or insurance proceeds and Buyer will receive a credit towards the Purchase Price in the amount of any deductible associated with the insurance proceeds and/or in the amount of any uninsured casualty provided, and to the extent, that Buyer has consummated its purchase of the affected portion of the Property.

11. REPRESENTATIONS AND WARRANTIES OF SELLER

(a) Seller hereby makes the following representations, warranties and covenants which will also be true as of the Closing.

(i) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder; and all required action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date. Neither this Agreement nor anything provided to be done under this Agreement violates or will violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it is bound.

(ii) The Seller's Materials provided by Seller to Buyer are true and correct and complete copies and, to Seller's knowledge, there are no other documents or instruments in the possession or control of Seller that would materially and adversely affect Buyer's use or ownership of the Property. There is no default by Seller under any Seller's Materials or any other contracts, leases, agreements, easements or any other documents or instruments relating to or affecting the Property.

(iii) There will be no unpaid charges, debts, liabilities, claims, or obligations arising from the construction, occupancy, ownership, use, or operation of the Property pursuant to any contract to which Seller is a party.

(iv) There are no parties in possession of any portion of the Property as lessees, and there are no parties in possession of any portion of the Property as tenants at sufferance, or trespassers.

(v) To Seller's actual knowledge, there are no pending or threatened actions, condemnation or similar proceeding or special assessment affecting the Property, or any part thereof, nor is any such proceeding or assessment contemplated by any Governmental Agency or any other party or entity. The term "**Governmental Agency**" means the United States, the State of California and the County, and any agency, department, commission, board, or bureau of instrumentality of any of them. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, or any other proceedings arising out of injury or damage to the Property or any portion thereof, Seller will notify Buyer of the pendency of such proceedings.

(vi) To Seller's actual knowledge, Seller has not received written notice of any pending or threatened litigation, claim, action, proceeding, suit or arbitration before any court, tribunal or agency that materially and adversely affects the use or ownership of the Property, prevents Seller's performance hereunder or which would result in any unsatisfied lien, charge, encumbrance or judgment against any part of or any interest in the Property, and to Seller's knowledge no such litigation, claim, action, proceeding, suit or arbitration exists.

(vii) As of the Closing, to Seller's actual knowledge, no charges or assessments for public improvements or otherwise which would have been made against the Property will remain unpaid pursuant to any agreement to which Seller is a party or in connection with any other work performed by or on behalf of any previous owner of the Property or any other person or entity, including, without limitation, those for construction of sewer lines, water lines, storm drainage systems, electric lines, natural gas lines, streets (including perimeter streets), roads and curbs.

(viii) Seller is not a "foreign person", as defined in the Internal Revenue Code and, at or prior to the Closing, agrees to provide to Buyer an affidavit to that effect.

(ix) (A) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, codes, rules, orders, decrees, determinations, covenants and restrictions relating to the Property and every part thereof (collectively the "**Applicable Laws**"), including those promulgated or imposed by the FHA, the VA, and any other agency, department, commission, board, bureau, or instrumentality of any Governmental Agency or any board of fire underwriters (or any other body authorized to exercise any similar function); (B) no violation, condition, or any action which with the passing of time or giving of notice would be deemed a violation of any Applicable Laws; and (C) no default or breach exists, or as of the Closing will exist, under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof.

(x) Neither Seller nor to Seller's actual knowledge any previous owner of the Property or any other person or entity has ever used, generated, processed, stored, disposed of, released or discharged in violation of any applicable Environmental Law any Hazardous Substance on, under, or about the Property or transported it to or from the Property,

nor, has any party ever alleged that any such activities have occurred; no use by Seller or, to Seller's actual knowledge any previous owner of the Property or any other person or entity, has occurred which violates or has been alleged by any party to violate any applicable Environmental Law; and the Property is not on any "**Superfund**" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter. "**Hazardous Substance**" means all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are included or regulated by any local, state, or Federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended (collectively, "**Environmental Laws**").

(b) The phrase "*to Seller's actual knowledge*" will mean the actual knowledge of Seller with no duty of investigation or inquiry. If any of the representations or warranties by Seller contained in this Agreement becomes materially untrue or incorrect, Seller will immediately notify Buyer thereof, and Seller will use good faith efforts to make such representations or warranties true and correct on the Closing Date. If any of the representations or warranties contained in this Agreement are untrue or incorrect on the Closing Date, Buyer may: (i) terminate this Agreement and receive the Deposit; or (ii) elect to close notwithstanding the failure of such representation or warranty, in which event such Closing will be deemed a waiver by Buyer of the failure of such representation or warranty and this Agreement will remain in full force and effect. Without limitation of but in addition to the foregoing, if Seller breaches any of the representations, covenants, or warranties in this Section, and Buyer has not waived the failure of such representation or warranty by electing to proceed with the Closing pursuant to clause (ii) above, Seller will indemnify, protect, defend (with counsel reasonably acceptable to Buyer), and hold Buyer, its successors and assigns, harmless for, from and against all claims, fines, penalties, fees, charges, and liabilities, including all actual damages, costs and losses, including reasonable attorneys' fees, arising out of or attributable to such breach. Seller's representations and warranties set forth in this Section 11 will survive Closing for a period of one (1) year, will not merge into the Deed to be delivered at such Closing and are deemed to be material to Buyer's execution of this Agreement and Buyer's performance of its obligations hereunder.

12. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby warrants that subject to the provisions of this Agreement, Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder; and all required action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date. If Buyer breaches any of the representations, covenants, or warranties in this Section 12, Buyer will indemnify, protect, defend (with counsel reasonably acceptable to Seller), and hold Seller, its successors and assigns, harmless for, from and against all claims, fines, penalties, fees, charges, and liabilities, including all actual damages, costs and losses, including reasonable attorneys' fees, arising out of or attributable to such breach. Buyer's representations, covenants and warranties set forth in this Agreement will survive the Closing, and will not merge

into the Deed to be delivered at such Closing and are deemed to be material to Seller's execution of this Agreement and Seller's performance of its obligations hereunder.

13. ENVIRONMENTAL CONDITION.

Buyer's obligation to proceed with the Closing is expressly conditioned upon: (a) Buyer's receipt, at Buyer's expense, of an environmental consultant report (or reports), addressed to Buyer, the form and content of which and the individual or firm preparing the report(s) being acceptable to Buyer, presenting the results of an environmental investigation and assessment of the Property and such property in the vicinity of the Property, including without limitation, any feasibility study authorized pursuant to Section 4.02, as may be appropriate in Buyer's discretion in light of the former use and intended use of the Property, with regard to the existence, generation, processing, storing, disposal, release or discharge of any Hazardous Substances, from, on, under, about, or in the vicinity of the Property and with respect to Environmental Laws relating to Hazardous Substances affecting the Property, including, without limitation, an investigation commonly referred to as a "Phase I Environmental Assessment" meeting the standards of practices set by ASTM under Designation E 1527-05 and the "all appropriate inquiry" standard contained in Part 312 of Title 40 of the Code of Federal Regulations in order to qualify Buyer for one or more of the defenses to owner liability available under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and such further or supplemental investigation reasonably appropriate to address potential threats to human health or the environment associated with the historic use of Property or such property in the vicinity of the Property (collectively, the "**Buyer's Environmental Reports**"), which report(s) have been prepared or updated to no more than six (6) months prior to expiration of the Feasibility Period, and such further investigations and/or reports as Buyer may require due to the recommendation and conclusion obtained in the Buyer's Environmental Reports; and (b) Buyer's satisfaction with the contents of Buyer's Environmental Reports, in Buyer's sole and absolute discretion. In the event the Phase I Environmental Assessment recommends a Phase II Environmental Assessment or further investigations and/or reports as Buyer may require due to the recommendation and conclusion obtained in the Buyer's Environmental Reports then the Feasibility Period will be extended for the period of time necessary for Buyer to obtain such additional investigations or reports not to exceed an additional sixty (60) days. If Buyer is not satisfied with the results of such investigation(s) and report(s), Buyer may terminate this Agreement by providing written notice of the same to Seller prior to expiration of the Feasibility Period, neither Party will have any further rights, obligations or liabilities under this Agreement other than those that survive termination of this Agreement, and the Deposit will be returned to Buyer. Notwithstanding the foregoing, if and upon delivery by Buyer of its Notice of Suitability, Buyer will be deemed to have obtained and been satisfied all such Buyer's Environmental Reports. Buyer's obligation to proceed with the Closing is expressly conditioned upon there having been no change in the condition of the Property or the property in the vicinity of the Property that is material with respect to Buyer's Environmental Reports as determined by Buyer in its commercially reasonable discretion.

14. CONDITIONS PRECEDENT TO CLOSING

Buyer's obligation to close the purchase of the Property at the Closing is expressly conditioned upon the following conditions precedent, which conditions may be waived by Buyer, in Buyer's sole discretion:

14.01 To the extent applicable, Seller will have provided Buyer final unconditional lien releases from all contractors and subcontractors for all contract improvement costs incurred prior to and as of such Closing for all work on or related to the Property (or unconditional, but not final, lien releases for all work performed up through the date of such Closing, that is not complete and Buyer has elected to close with a Purchase Price reduction or a holdback for the remaining contract amount for such work).

14.02 The Title Company will be unconditionally committed to issue the Title Policy to Buyer.

14.03 All of Seller's representations and warranties as set forth in this Agreement will be true and correct as of such Closing.

14.04 Seller will have deposited with Escrow Holder the documents required to be deposited by Seller under the terms of this Agreement and will not be in default in performing Seller's obligations under this Agreement.

14.05 There will not have occurred any material adverse change with respect to the Property from the condition existing as of the Effective Date.

14.06 There will be no leases in effect or parties in possession of the Property, any such leases will have terminated and the tenants under the leases will have vacated the Property.

14.07 Buyer's Board of Directors has approved the acquisition of the Property pursuant to this Agreement.

If one or more conditions precedent are neither satisfied nor waived by Buyer by the Closing Date, Buyer may, in addition to all other rights and remedies: (a) terminate this Agreement by giving a written notice of termination to Seller, and in such case the Deposit will be returned to Buyer and neither party will have any further rights, obligations or liabilities under this Agreement other than those that expressly survive termination of this Agreement; (b) continue with such Closing and waive such condition as to such Closing; (c) extend the Closing Date until the date that is five (5) business days after the date that such condition is satisfied; (d) proceed to the Closing subject to Seller's obligation to satisfy the condition post-Closing, which obligation will survive the Closing; or (e) if the failure to satisfy a condition is due to a default by Seller under this Agreement, then in addition to any other rights or remedies in this Agreement, Buyer will have the rights set forth in Section 5.02.

15. NOTICE

Any notice authorized, required, or permitted to be given hereunder will be addressed to the party to be notified at the following address:

Seller: MARY LOUISE EDMUNDSON GOMEZ, as Trustees of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016
11380 W. Hazelwood Dr.
Boise, ID 83709-6388

With a copy to: Laureen Borup
RE/MAX Gold NorCal
19110 Moonrise Trail
Groveland, CA 95321
Telephone: (209) 628-4600
Email: remaxyosemite@gmail.com

Buyer: Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Attention: Peter J. Kampa, General Manager
Telephone: (209) 591-7100 cell, (209) 962-7161, ext 1024
E-Mail Address: pkampa@gcsd.org

With a copy to: Neumiller & Beardslee
3121 West March Lane, Suite 100
Stockton, CA 95219
Attention: Eric Nims
Telephone: (209) 948-8200
E-Mail Address: enims@neumiller.com

Escrow Holder/Title Company: Yosemite Title Company
ATTN: Kayla L. Brown
208 S. Washington St.
Sonora, CA. 95370
Phone: 209-532-8174 Ext. 218
Fax: 209-532-2623
E-mail:

Any notice delivered by United States mail, postage prepaid, certified mail or registered mail, return receipt requested, by hand delivery or sent by overnight courier will be deemed received on the date of actual receipt or upon refusal of delivery. Notice given by e-mail will be effective upon confirmation of transmission. If requested by the other Party, Buyer or Seller as the recipient of an e-mail notice will have an affirmative obligation to send an e-mail response acknowledging the receipt of the e-mail (but only one acknowledgement on behalf of each Party will be required). Any address for notice may be changed by ten (10) days prior written notice in the manner provided above.

16. MISCELLANEOUS PROVISIONS

16.01 Survival of Covenants. Any covenant or agreement in this Agreement which contemplates performance after the time of the Closing will not be deemed to be merged into or waived by the instruments of the Closing, but will expressly survive such Closing and be binding upon the Parties obligated thereby, subject to the limitations contained in this Agreement.

16.02 Successors and Assigns. The terms, provisions, warranties, representations, covenants, and agreements contained in this Agreement will apply to, be binding upon, and inure to the benefit of, the Parties hereto and their respective legal representatives, successors, and assigns. Seller will not assign this Agreement without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

16.03 Parties Cooperation; Additional Escrow Instructions. The Parties will each cooperate with each other, their employees, and agents to facilitate the purchase of the Property by Buyer under the terms and conditions in this Agreement. Buyer and Seller agree to execute any additional escrow instructions not inconsistent with the terms of this Agreement as will be reasonably required by Escrow Holder. To the extent of any conflict between such additional escrow instructions and this Agreement, this Agreement will control.

16.04 Governing Law. This Agreement will be governed and interpreted under the laws of the State of California without regard to its conflict of law rules.

16.05 Section Headings. The section headings used in this Agreement are for reference and convenience purposes only, and will not be used in the interpretation of this Agreement. Should there be any conflict between any such caption and the provision at the head of which it appears, the provision, and not the caption, will control and govern in the construction of this Agreement.

16.06 Exhibits and Schedules. All exhibits and schedules attached hereto are incorporated in this Agreement by reference and made a part of this Agreement.

16.07 No Waiver of Future Performance. Failure of Buyer or Seller to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement or to exercise any right or privilege in this Agreement conferred will not be construed as a waiver of any such covenant or condition.

16.08 Integration; Amendment in Writing. This Agreement contains the entire agreement between the Parties relating to the Property, and neither party will be bound by any oral statement or oral or written agreement made prior to or contemporaneous with this Agreement and not included within this Agreement. This Agreement cannot be amended except by written agreement executed by the Parties, including Buyer's Corporate Approval.

16.09 Survival of Representations. All of the representations, warranties, covenants, and agreements made by Seller and by Buyer will survive the Closing and will not be merged therein for the benefit of Buyer and Seller and their respective legal representatives, successors, and assigns.

16.10 Attorney's Fees. If Seller or Buyer become involved in any dispute arising out of the breach or alleged breach of this Agreement or otherwise concerning any provision of this Agreement or the rights and duties of any party under this Agreement, the prevailing party will be entitled to be paid its reasonable attorneys' fees, as well as all other reasonable fees and costs incurred in preparation for or investigation of any matter relating to the dispute (including any resulting litigation or other alternative dispute resolution proceeding). For the purposes of this Section 16.10, attorneys' fees will include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; (e) any appeals; and (f) bankruptcy proceedings. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

16.11 No Partnership or Joint Venture. Nothing contained in this Agreement is intended to create, nor will it ever be construed to make, Seller and Buyer partners or joint venturers.

16.12 Consent. Any consent requested or required by one party under the terms of the Agreement will not be unreasonably withheld or delayed by the other party hereto unless expressly stated in this Agreement to be at the sole and absolute discretion of such party, in which case such party will have sole and absolute discretion to withhold or delay such consent.

16.13 Severability. The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstances will ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances will not be affected thereby.

16.14 Dates for Performance. The time in which any act under this Agreement is to be done will be computed by excluding the first and including the last day. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for in this Agreement fall on a Saturday, Sunday or other legal holiday, such date will be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. For the purposes of this Agreement, the word "day" will mean "calendar" day and the phrase "business day" will mean those days on which the Tuolumne County Superior Court is open for business.

16.15 Counterparts and Electronic Signatures. This Agreement may be executed in one or more identical counterparts, of each which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties acknowledge and agree that execution of this Agreement may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology. The Parties agree that the Notice of Suitability may also be executed by Buyer (including Buyer's Authorized Officer) utilizing DocuSign or another similar online, electronic, or digital signature technology. The Parties agree that this Agreement may be transmitted by facsimile machine or by electronic scanning and email, and the Parties intend that faxed, scanned, and electronic signatures will constitute original signatures. A facsimile or scanned copy or any counterpart or conformed copy of this Agreement, including use of Adobe PDF technology to merge pages and create a conformed copy of this Agreement, with the signature (original, faxed, or scanned signature or permitted electronic signature) of all of the Parties will be binding on the Parties. Except as provided in this Section 16.15 with respect to electronic signatures (e.g., DocuSign) and faxing, scanning, and emailing: (1) Seller and Buyer do not assent or agree to and will not be bound by any electronic record, and without limiting the foregoing, (2) Buyer and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, and any other laws applicable to contracting electronically do not and will not apply to the execution of this Contract or any amendment hereto.

16.16 Construction of Agreement. The agreements contained herein will not be construed in favor of or against either Party but will be construed as if both parties prepared this Agreement. Buyer and Seller acknowledge that they have been represented, or have had the

opportunity to be represented, by counsel of their own choice. In this Agreement, the masculine, feminine or neuter gender, the singular or plural number will be deemed to include the other whenever the context so requires, and "will" and "agrees" are mandatory, and "may" is permissive. The parties acknowledge, understand and agree that their respective agents and representatives executing this Agreement on behalf of each of the parties are learned and conversant in the English language, and that the English language will control the construction, enforcement, governance, interpretation and performance of this Agreement.

16.17 No Third Party Beneficiaries. Nothing expressed or mentioned in this Agreement is intended or will be construed to give any person, other than the Parties hereto, their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained, this Agreement and any conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the above mentioned Parties, persons and entities, and for the benefit of no other person.

EXECUTED by the parties hereto in multiple copies, each of which will be deemed to be an original, on the dates set forth below.

SELLER:

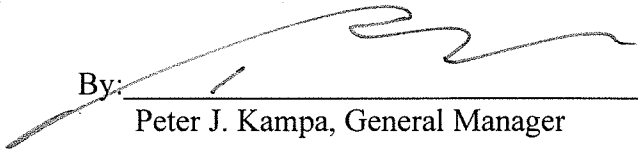
Mary L.E. Gomez

MARY LOUISE EDMUNDSON GOMEZ, as
Trustee of THE MARY EDMUNDSON
GOMEZ TRUST, U/A dated July 5, 2016

Date of Execution: 09/14/2021, 2021

BUYER:

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

By: 
Peter J. Kampa, General Manager

Date of Execution: 09/14/, 2021

ACKNOWLEDGEMENT OF ESCROW HOLDER:

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Contract, (ii) be the Escrow Holder under said Contract and (iii) be bound by said Contract in the performance of its duties as Escrow Holder; provided, however, the undersigned will have no obligations, liability or responsibility under (a) this consent or otherwise unless and until said Contract, fully signed by the parties, has been delivered to the undersigned or (b) any amendment to said Contract unless and until the same will be accepted by the undersigned in writing.

Yosemite Title Company

By: _____

, Escrow Officer

Date of Receipt: _____, 2021 (the "Opening of Escrow")

EXHIBITS:

- EXHIBIT A: Legal Description of the Property
- EXHIBIT B: Depiction of the Property
- EXHIBIT C: Memorandum of Agreement
- EXHIBIT D: General Assignment
- EXHIBIT E: Estoppel Certificate
- EXHIBIT F: Professional's Consent

EXHIBIT A

Legal Description of the Property

Real property in the County of Tuolumne, State of California, described as follows:

[see following page]

PARCEL 1:

LOT 10 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, ACCORDING TO THE OFFICIAL MAP THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, TUOLUMNE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF THE HEREIN DESCRIBED CONTAINED IN DEED TO THE CITY AND COUNTY OF SAN FRANCISCO A MUNICIPAL CORPORATION, DATED JANUARY 14, 1918 AND RECORDED JANUARY 14, 1918 IN BOOK 80, DEEDS, PAGE 350, TUOLUMNE COUNTY RECORDS, BEING FURTHER SHOWN AND DELINEATED ON RECORD OF SURVEY 39, PAGE 12, FILED OCTOBER 22, 1996, TUOLUMNE COUNTY RECORDS.

APN: 007-010-02-00

PARCEL 2:

ALL THAT PORTION OF LOT 8 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, AS SHOWN ON MAP THEREOF PREPARED BY A.B. BEAUVAIS, TUOLUMNE COUNTY SURVEYOR, FILED JUNE 26, 1878 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, LYING NORTH OF THE NORTHERN BOUNDARY OF THE RHODE ISLAND QUARTZ MINING CLAIM, AS SAID MINING CLAIM IS DESCRIBED IN A JUDGMENT AND DECREED DATED OCTOBER 13, 1900, RECORDED FEBRUARY 4, 1904 IN VOLUME 54, PAGE 357 OF DEEDS, TUOLUMNE COUNTY RECORDS, AND NORTH AND WEST OF LOT 10 OF BLOCK 6, SAID TOWNSITE OF GROVELAND.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO GROVELAND COMMUNITY SERVICE DISTRICT DESCRIBED IN DEED RECORDED JANUARY 6, 1999 IN VOLUME 1568, OF OFFICIAL RECORDS, PAGE 170, TUOLUMNE COUNTY RECORDS.

TOGETHER WITH A PORTION OF THAT PARCEL OF LAND DESCRIBED IN VOLUME 404 OF OFFICIAL RECORDS, AT PAGE 557, FILED IN THE TUOLUMNE COUNTY RECORDER'S OFFICE, LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 16 EAST, M.D.M., IN AN UNINCORPORATED AREA OF TUOLUMNE COUNTY, CALIFORNIA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTH ONE-SIXTEENTH CORNER COMMON TO SECTIONS 20 AND 21, TOWNSHIP 1 SOUTH, RANGE 16 EAST, M.D.M., MARKED BY A 1" IRON PIPE WITH PLASTIC PLUG STAMPED LS 5287 IN A MOUND OF STONE AS SHOWN IN VOLUME 39 OF RECORDS OF SURVEY, AT PAGE 12, FILED IN SAID RECORDER'S OFFICE; THENCE ALONG THE NORTHERLY BOUNDARY OF THE TOWNSITE OF GROVELAND, SOUTH 88° 11' 29" WEST 174.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY SOUTH 88° 29' WEST 737.40 FEET; THENCE NORTH 71° 05' 17" EAST 385.76 FEET; THENCE SOUTH 74° 42' 19" EAST 385.76 FEET TO THE TRUE POINT OF BEGINNING.

APN: 007-010-20-00

Exhibit A

EXHIBIT B

Depiction of the Property

[see following page]

Provided by:

22

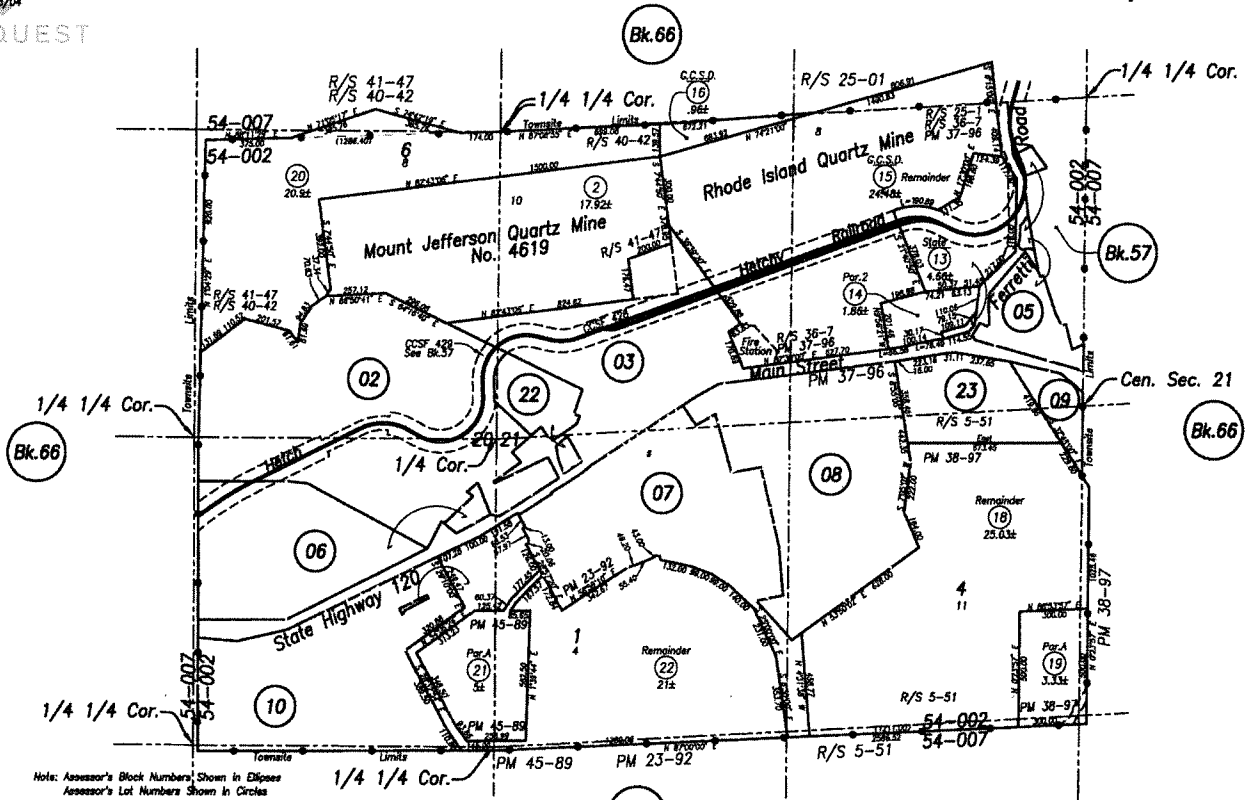
REVISION DATE
8/03/04

PARCELQUEST

POR. SEC. 20 & 21 T.1S., R.16E., M.D.B.&M.

Tax Rate Area
54-002

07-01



Note: Assessor's Block Numbers Shown in Ellipses
Assessor's Lot Numbers Shown in Circles

Note: This Plot Is For Assessment Purposes
Only And Not An Official Map.
Copyright © 1998 by Tuolumne Co. Assessor

Symbol connects Assessor Parcels currently
separated for tax purposes, but make up a
single legal parcel.

R/S 13-65 (Box of Sec.20 & 21)
R/S 16-56 (Box of Sec.20)

Assessor's Map 7-01
Govanland
County of Tuolumne, Calif.
1976

EXHIBIT C

Memorandum of Agreement

WHEN RECORDED MAIL TO:

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Attention: Peter J. Kampa, General Manager

Above space for recorder's use

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("**Memorandum**") is made as of _____, 2021, between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 ("**Seller**"), and GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. ("**Buyer**"), who agree as follows:

1. The parties have entered into that certain Purchase and Sale Agreement with an Effective Date of _____, 2021, ("**Agreement**"), which is incorporated herein by reference as if fully set forth herein. All capitalized terms not defined herein will have the meanings ascribed to them set forth in the Agreement.
2. Pursuant to the Agreement, Seller has agreed to sell to Buyer that certain real property described on Exhibit 1 hereto ("**Property**"). The Agreement is incorporated in this Memorandum by this reference.
3. The parties desire to make Buyer's right to purchase the Property a matter of public record and therefore have caused this Memorandum to be recorded in the Official Records of Tuolumne County, California. If there is any inconsistency between the Agreement and this Memorandum, the Agreement will control and govern the rights and duties of Buyer and Seller.
4. Pursuant to Sections 2881 and 2884 of the California Civil Code, Seller grants to Buyer a lien against the Property, and this Memorandum will constitute notice of the lien, to secure the performance of Seller's obligation to refund the Deposit provided by Buyer and disbursed to Seller if Buyer becomes entitled to the reimbursement in accordance with the terms of the Agreement.

EXECUTED as of the date first written above.

SELLER:

MARY LOUISE EDMUNDSON GOMEZ, as
Trustee of THE MARY EDMUNDSON
GOMEZ TRUST, U/A dated July 5, 2016

BUYER:

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

By: _____
Peter J. Kampa, General Manager

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature

(Seal)

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT 1

Legal Description

Real property in the County of Tuolumne, State of California, described as follows:

[see following page]

PARCEL 1:

LOT 10 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, ACCORDING TO THE OFFICIAL MAP THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, TUOLUMNE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF THE HEREIN DESCRIBED CONTAINED IN DEED TO THE CITY AND COUNTY OF SAN FRANCISCO A MUNICIPAL CORPORATION, DATED JANUARY 14, 1918 AND RECORDED JANUARY 14, 1918 IN BOOK 80, DEEDS, PAGE 350, TUOLUMNE COUNTY RECORDS, BEING FURTHER SHOWN AND DELINEATED ON RECORD OF SURVEY 39, PAGE 12, FILED OCTOBER 22, 1996, TUOLUMNE COUNTY RECORDS.

APN: 007-010-02-00

PARCEL 2:

ALL THAT PORTION OF LOT 8 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, AS SHOWN ON MAP THEREOF PREPARED BY A.B. BEAUVAIS, TUOLUMNE COUNTY SURVEYOR, FILED JUNE 26, 1878 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, LYING NORTH OF THE NORTHERN BOUNDARY OF THE RHODE ISLAND QUARTZ MINING CLAIM, AS SAID MINING CLAIM IS DESCRIBED IN A JUDGMENT AND DECREED DATED OCTOBER 13, 1900, RECORDED FEBRUARY 4, 1904 IN VOLUME 54, PAGE 357 OF DEEDS, TUOLUMNE COUNTY RECORDS, AND NORTH AND WEST OF LOT 10 OF BLOCK 6, SAID TOWNSITE OF GROVELAND.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO GROVELAND COMMUNITY SERVICE DISTRICT DESCRIBED IN DEED RECORDED JANUARY 6, 1999 IN VOLUME 1568, OF OFFICIAL RECORDS, PAGE 170, TUOLUMNE COUNTY RECORDS.

TOGETHER WITH A PORTION OF THAT PARCEL OF LAND DESCRIBED IN VOLUME 404 OF OFFICIAL RECORDS, AT PAGE 557, FILED IN THE TUOLUMNE COUNTY RECORDER'S OFFICE, LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 16 EAST, M.D.M., IN AN UNINCORPORATED AREA OF TUOLUMNE COUNTY, CALIFORNIA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTH ONE-SIXTEENTH CORNER COMMON TO SECTIONS 20 AND 21, TOWNSHIP 1 SOUTH, RANGE 16 EAST, M.D.M., MARKED BY A 1" IRON PIPE WITH PLASTIC PLUG STAMPED LS 5287 IN A MOUND OF STONE AS SHOWN IN VOLUME 39 OF RECORDS OF SURVEY, AT PAGE 12, FILED IN SAID RECORDER'S OFFICE; THENCE ALONG THE NORTHERLY BOUNDARY OF THE TOWNSITE OF GROVELAND, SOUTH 88° 11' 29" WEST 174.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY SOUTH 88° 29' WEST 737.40 FEET; THENCE NORTH 71° 05' 17" EAST 385.76 FEET; THENCE SOUTH 74° 42' 19" EAST 385.76 FEET TO THE TRUE POINT OF BEGINNING.

APN: 007-010-20-00

EXHIBIT D

General Assignment

THIS GENERAL ASSIGNMENT AGREEMENT (“**Assignment**”), is made as of the _____ day of _____, 2021, by and between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 (“**Assignor**”), and GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“**Assignee**”).

WITNESSETH:

Assignor has sold to Assignee the real property situated in the unincorporated area of Tuolumne County (the “**County**”), California, as are more particularly described in **Schedule 1** attached hereto (“**Property**”). Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, all of Seller’s rights, privileges and easements appurtenant to the Land (the “**Appurtenances**”), and all improvements thereon (the “**Improvements**”). The Property, the Appurtenances and the Improvements are hereinafter referred to collectively as the “**Real Property**.” The Real Property is being conveyed by Assignor to Assignee pursuant to a grant deed (“**Grant Deed**”) of on or about even date herewith.

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

1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee any and all of Assignor’s right, title, interest, benefits and privileges that Assignor possesses in and to the following (collectively, the “**Rights**”):

(a) All contract rights, warranties, guaranties and licenses which benefit the Real Property;

(b) all contractual and statutory indemnities and warranties received by Assignor from third parties relating to the Property, including utility and other service providers, engineers, architects, consultants, contractors and subcontractors, and the associated rights and remedies, including indemnification rights, under any contract Assignor may have with any engineers, architects, consultants, contractors, and subcontractors for claims related to the Property;

(c) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Real Property;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancy for the Improvements), approvals, permissions, environmental clearances, authority to subdivide the Land, rights, licenses, permits any prepaid impact fees, agricultural mitigation fees and/or school fees attributed to the Property or paid by Assignor that relate to all or any of the Real Property; and

(e) All general intangibles relating to the development or use of the Real Property, including, without limitation, all names under which or by which the Real Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, all trademarks and goodwill in any way relating to the Real Property and all plans, designs and specifications relating to the design of the residences and other improvements planned to be constructed on the Property.

2. Notwithstanding anything in this Assignment to the contrary, Assignor does not grant, assign, transfer, convey or deliver, to Assignee, by operation of this Assignment or otherwise, any right, title, interest, benefit, or privilege in or to the following: (i) sewer entitlements or allotments to any lots or real property other than the Real Property except as agreed by Assignor,.

3. Assignor hereby represents and warrants to Assignee that, effective as of the date of recordation of the Grant Deed, (i) Assignor has not assigned, sold, mortgaged, pledged or otherwise transferred all or any of Assignor's right, title or interest in or to any of the Rights to any party other than Assignee and (ii) Assignor owns the Rights free and clear from any and all liens, encumbrances and security interests.

4. This Assignment will be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

5. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party will be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

6. This Assignment will be governed by, interpreted under, and enforced and construed in accordance with the laws of the State of California.

7. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first hereinabove written.

ASSIGNOR:

MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE
MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016

ASSIGNEE:

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

By: _____

Peter J. Kampa, General Manager

SCHEDULE 1

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the County of Tuolumne, State of California, described as follows:

[see following page]

PARCEL 1:

LOT 10 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, ACCORDING TO THE OFFICIAL MAP THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, TUOLUMNE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF THE HEREIN DESCRIBED CONTAINED IN DEED TO THE CITY AND COUNTY OF SAN FRANCISCO A MUNICIPAL CORPORATION, DATED JANUARY 14, 1918 AND RECORDED JANUARY 14, 1918 IN BOOK 80, DEEDS, PAGE 350, TUOLUMNE COUNTY RECORDS, BEING FURTHER SHOWN AND DELINEATED ON RECORD OF SURVEY 39, PAGE 12, FILED OCTOBER 22, 1996, TUOLUMNE COUNTY RECORDS.

APN: 007-010-02-00

PARCEL 2:

ALL THAT PORTION OF LOT 8 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, AS SHOWN ON MAP THEREOF PREPARED BY A.B. BEAUVAIS, TUOLUMNE COUNTY SURVEYOR, FILED JUNE 26, 1878 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, LYING NORTH OF THE NORTHERN BOUNDARY OF THE RHODE ISLAND QUARTZ MINING CLAIM, AS SAID MINING CLAIM IS DESCRIBED IN A JUDGMENT AND DECREED DATED OCTOBER 13, 1900, RECORDED FEBRUARY 4, 1904 IN VOLUME 54, PAGE 357 OF DEEDS, TUOLUMNE COUNTY RECORDS, AND NORTH AND WEST OF LOT 10 OF BLOCK 6, SAID TOWNSITE OF GROVELAND.

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APN: 007-010-20-00

EXHIBIT E

ESTOPPEL CERTIFICATE

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Attention: Peter J. Kampa, General Manager

Re: _____
_____, California

Ladies and Gentlemen:

The purpose of this certificate is to confirm the current status of matters relating to the Lease described below. It is for the benefit of the owner, GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“GCSD”) any other prospective purchaser or mortgagee of the Leased Premises and their respective successors and assigns. Tenant hereby certifies to Landlord, GCSD, their lenders, and each of their respective successors and assigns, as follows:

(1) The undersigned is the Tenant under a lease agreement between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016, as Lessor (together with the successors in interest of said Lessor, “Landlord”), and _____, as Tenant, dated _____, covering the premises commonly known as County of Tuolumne, California, APNs 007-010-002 and 007-010-020 (the “Leased Premises”). A copy of the fully executed lease agreement and all amendments or modifications thereto, if any (collectively, the “Lease”), are attached hereto. There are no other modifications or amendments to the Lease.

(2) There are no unfulfilled written or oral promises, representations or warranties by the Landlord.

(3) There are no subleases of the Leased Premises or any portion thereof.

(4) The Lease is in good standing and in full force and effect. Landlord is not in default under the Lease, Tenant agrees to give notice of any Landlord default to any purchaser or lender making written request to Tenant for the same.

(5) Except for rents (if any) which may be due under the Lease for the current month, there are no rents or other charges which have been prepaid to Landlord under the Lease other than the following: _____

(6) Landlord holds a security deposit on behalf of Tenant in the amount of _____.

(7) Tenant acknowledges that the Leased Premises have been accepted by Tenant, that Tenant now occupies the Leased Premises, that the commencement date for the term of the Lease was _____, _____, and that the term of the Lease expires on _____.

(8) There are no rentals or other charges under the Lease which are due and unpaid. Rentals are fully paid (if required by the Lease) through the last day of the month in which this Estoppel Certificate has been executed except _____.

(9) Tenant has no known offsets or credits against rentals or other charges under the Lease except as expressly provided by the terms of the Lease. Tenant has no known right of recession of the Lease or any defense to Tenant's future obligations to pay the specified rentals and other charges under the Lease at the times and in accordance with the Lease terms. Tenant has not received any concession (rental or otherwise) or similar compensation not expressed in the Lease.

(10) Tenant has no options or rights of refusal to purchase the Leased Premises other than as set out in the Lease.

(11) Tenant acknowledges that this Estoppel Certificate and the statements therein may be conclusively relied upon by Landlord and by any prospective purchaser or lien holder of the Leased Premises.

(12) This certificate will inure to the benefit of the Landlord, any present or future mortgagee, Buyer, GCSD, any other prospective purchaser or master Lessee of the Leased Premises, and their successors and assigns. Tenant understands that GCSD will rely upon this certificate in deciding whether to purchase the Property. Tenant agrees that the statements in this certificate will be binding upon Tenant.

EXECUTED this ____ day of _____, 20__.

(Name of Tenant)

By: _____

Name: _____

Title: _____

EXHIBIT F

PROFESSIONAL’S CONSENT

This Professional Consent (“**Consent**”) is entered into as of _____, 2021, by _____ (“**Professional**”) in favor GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“**GCSD**”).

1. Pursuant to the terms and conditions of a separate Purchase and Sale Agreement by and between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 as seller (“**Owner**”), and GCSD as buyer (the “**Purchase Agreement**”), GCSD is in contract with Owner to purchase that certain real property located in the County of Tuolumne, California, with APNs 007-010-002 and 007-010-020 (the “**Property**”). The sale of the Property to GCSD, if consummated, would include Owner’s rights to all engineering drawings, construction drawings, plans and specifications and all other work product created or prepared by Professional relating to the Property (collectively, the “**Plans and Specifications**”).

2. Professional hereby consents to the assignment to GCSD of Owner’s rights and benefits in and to the Plans and Specifications with regard to the Property, without the imposition by Professional of any fee or charge with respect to such assignment. Professional hereby agrees that GCSD will have the right to use the Plans and Specifications for the Property. Professional hereby grants GCSD and its successors, assigns, affiliates, professionals and consultants an irrevocable and unrestricted license and right to use the Plans and Specifications for the Property.

3. In the event of any action, claim, dispute, proceeding or litigation arising out of or relating to this Consent, the prevailing party will be entitled to the recovery of its reasonable attorneys’ fees and costs, in addition to any other amounts that may be awarded by a court of competent jurisdiction.

4. All of the covenants, terms and conditions set forth herein will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Professional has entered into this Consent as of the date first written above.

PROFESSIONAL:

By: _____
Name: _____
Title: _____

**FIRST AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

This First Amendment to Purchase and Sale Agreement (“*First Amendment*”) is entered into as of October 27, 2021 by and between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 (“**Seller**”), and GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“**Buyer**”).

Recitals:

- A. Buyer and Seller did enter into that certain Purchase and Sale Agreement and Joint Escrow Instructions on or about September 14, 2021 (“*PSA*”) for the sale by Seller, and purchase by Buyer, of the Property.
- B. Buyer and Seller have since discovered the Purchase Price within the PSA is incorrect.
- C. Buyer and Seller now wish to revise the PSA to correct the Purchase Price.

NOW THEREFORE, Buyer and Seller agree as follows:

Agreement:

- 1. The first sentence of Section 1.02 within the PSA is deleted in its entirety and replaced with the following: “The purchase price payable at Closing will be ONE HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$178,000.00) (“**Purchase Price**”).”
- 2. All provisions of the PSA, as amended, except as modified by this First Amendment, remain in full force and effect and are reaffirmed.
- 3. All capitalized terms used herein but not specifically defined herein have the meaning given to them in the PSA.
- 4. The recitals first-above written are incorporated into this First Amendment.
- 5. This First Amendment may be executed via telefax or electronic signatures and

\\

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simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

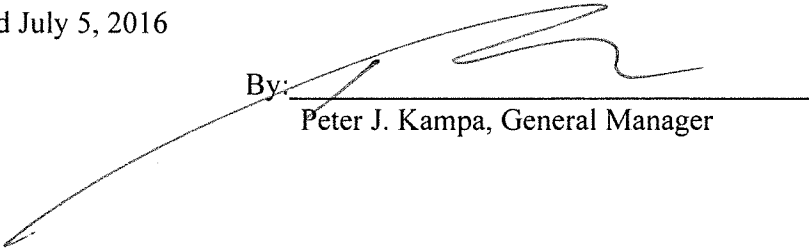
“SELLER”:

“BUYER”:

Mary L.E. Gomez
MARY LOUISE EDMUNDSON GOMEZ,
as Trustee of THE MARY EDMUNDSON
GOMEZ TRUST, U/A dated July 5, 2016

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

11/01/2021

By: 
Peter J. Kampa, General Manager

Escrow Holder acknowledges receipt of this First Amendment.

Dated: _____, 2021

YOSEMITE TITLE COMPANY

By _____
Its Authorized Officer

RESOLUTION 38-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE PURCHASE OF VACANT LAND APN'S 007-010-002 AND 007-010-020 AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE PURCHASE AGREEMENT AND RELATED DOCUMENTS REGARDING THE CLOSE OF ESCROW

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 entered into negotiations for the purchase of vacant land intended to be used for public purposes identified in the 2021 Park Improvements Plans; and

WHEREAS, a purchase offer in the amount of \$178,000 was accepted by the Seller and the terms and conditions of the land sale and purchase has been documented in an agreement prepared by District legal counsel; and

WHEREAS, the District and its legal counsel have completed the evaluation of the property, it's incumbrances and any concerns with environmental or land title conditions; and

WHEREAS, the District and its legal counsel have determined that the property title is adequately clear and that there are no impediments identified to the district's future use of the property for public purposes and to meet the park facility priorities identified by the community through this Board.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY adopts Resolution 38-2021 approving the purchase of vacant land APN's 007-010-002 and 007-010-020 and authorize the General Manager to sign the purchase and sale agreement and related documents regarding the close of escrow.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 9, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

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 November 9, 2021.

DATED: _____