



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

November 12, 2019

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 Report
- iii. Operations Manager's Report
- iv. Administrative Services Manager's Report
 - 1. Review of 1st Quarter Financial Statement
 - 2. Review of Quarterly Investment Report

B. Community Relations Consultant's Report

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 8, 2019 Regular Meeting
- B. Approve Minutes from the October 29, 2019 Special Meeting
- C. Accept October Payables
- D. Waive Reading of Ordinances and Resolutions Except by Title

5. Old Business

(Items tabled or carried forward from a previous meeting to be considered on this agenda)

- A. None.

6. Discussion and Action Items

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

- A. Adoption of a Resolution Approving the First Amendment to the 2016 Tuolumne County Fire Service Providers Automatic/Mutual Aid Agreement with the Tuolumne County Fire Service Providers
- B. Adoption of a Resolution Authorizing Application for the California Climate Investments (CCI) Department of Forestry and Fire Protection, Fire Prevention Grant for the GCSD Properties Fuels Reduction Project, and Authorize the General Manager to Sign the Grant Agreement and any Related Documents
- C. Adoption of a Resolution Authorizing the Execution and Delivery by the District of an Installment Purchase Contract with Municipal Finance Corporation and Authorizing the Execution of Other Necessary Documents and Related Actions for the Refinancing of the District's Wastewater Revenue Refunding Bonds, Series 2014 (the "2014 Bonds") and Loan Funding for the 2019 Wastewater System Improvements
- D. Adoption of a Resolution Approving Agreement with the City and County of San Francisco and the Tuolumne County Transportation Commission for the Installation of a Changeable Message Board on Hetch Hetchy Water and Power Lot 426, GCSD Lift Station 16

7. Adjournment

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)

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

18966 Ferretti Road Groveland, CA 95321

Staff Report

November 12, 2019

To: Board of Directors

From: Andy Murphy, Assistant Chief
By: Jude R. Acosta, Battalion Chief

Subject: Monthly Activity Report – September 30, 2019 to November 3, 2019

Operations:

Emergency Incident Response:

On October 7, 2019 CAL FIRE and Groveland Fire units responded to a reported vehicle fire at 11108 Stonecrest Ct. X Cuneo Rd. in Greeley Hill. Upon arrival, there was a fully involved sedan adjacent to a residence. Fire crews aggressively attacked the fire, immediately containing it, preventing any extension into the structure or wildland. The cause of the fire was determined to be mechanical.

On October 26, 2019 Groveland Fire and CAL FIRE units responded to a vehicle over the embankment halfway down New Priest Grade. Upon arriving at scene, the vehicle was located 100 feet below the road on it's top. Firefighters hiked down to the vehicle and quickly triaged three patients, one with major injuries and two minor injuries. A Low Angle Rope Rescue Operation (LARRO) system was set up to package the patient with major injuries. A Sierra Conservation Camp Training Crew was in the area and provided additional manpower with the rope system. Rescue Firefighters stabilized the patient, loaded him in a stokes to move the patient up the hill to the waiting ambulance. The two other patients self-extricated and hiked out. The patient with major injuries was transported to the Moccasin landing zone and flown by PHI Air Med-42 to Doctors Medical Center in Modesto for treatment. The two other patients with minor injuries were transported by ground ambulance to Seventh Day Adventist Hospital in Sonora for further evaluation.



On October 27, 2019 Groveland Fire and CAL FIRE units responded to a reported vehicle fire at Miller Brothers Automotive. Upon arriving at scene, there was a fully involved flatbed tow truck with additional tow trucks as exposures. Fire crews were able to quickly contain the fire preventing any additional spread to the vehicles or vegetation. The cause of the fire is under investigation.



Vegetation Management Prescribed Burn:

On October 21, 2019 CAL FIRE conducted a prescribed burn on the Crook Ranch Vegetation Management Program (VMP). The 420-acre prescribed burn will benefit the watershed, improve rangeland, and reduce hazardous fuel loading protecting the communities of Groveland and Big Oak Flat from wildland fires. CAL FIRE is emphasizing fire prevention and fuels treatment to reach the goal to reduce the chance of large damaging wildfires like the 2018 Camp Fire.



Apparatus and Equipment:

Apparatus	Description	Status
Engine 781	2009 Pierce Contender	In Service
Engine 787	2000 Freightliner FL112	In Service
Engine 788	1984 GMC Wildcat	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:

- Area Orientation
- Low Angle Rope Rescue Operations (LARRO)
- Ladder Deployment and Rescue Techniques
- Structure Fire Scenarios
- Self-Contained Breathing Apparatus
- Hose Deployment and Management
- Fire Captain Siville assisted in instructing the Fire Control 3B and Flashover Chamber at the Twain Harte Fire Station.

MONTH - OCTOBER 2019



Alarm Sounding	5
Odor Investigation	0
Debris Fire	0
Medical Aid	30
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	5
Smoke Check	1
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	4
Vehicle Accident/Pin-In	0
Vehicle Fire	1
TOTAL	46

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

Auto Aid	Given
Tuolumne County	4

Last Call Logged Run # TCU 13320



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: November 12, 2019

SUBJECT: Agenda Item 3Aii: General Manager's Report

The majority of activities over the past two weeks since the October 29 Board workshop has been focused on planning updated management objectives for Board presentation in December, ensuring that wastewater loan funding and refinancing documents were in order for the November Board meeting, working with the county and IRWMP to secure additional grant funding for critical projects.

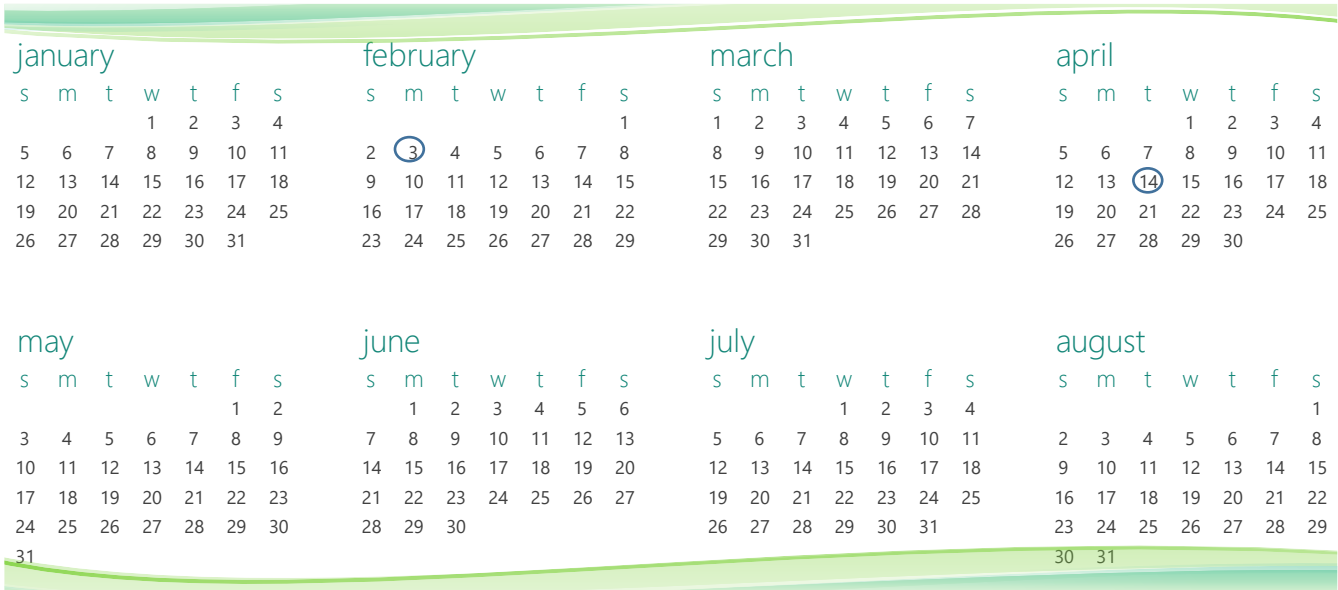
The State Water Board staff has completed the financial evaluation necessary for developing the wastewater collection system improvements funding agreement, leaving only the legal review. At this time, the loan payment is estimated to be \$59,140 per year at an annual interest rate at 1.3% for 30 years. This is approximately 30% less in annual loan payments than initially budgeted for 2020/21.

We are scheduling a Fire Master Planning Adhoc committee meeting for December 9, 2019 to review a preliminary administrative draft report from Citygate associates. Included in this packet for information is also the **tentative schedule for SCI** to complete the fire funding measure public survey as discussed on October 29.

From a public outreach perspective, we are planning to work with Pine Mountain Lake Association and the County to jointly conduct a Town Hall meeting regarding PSPS. This event will likely occur in January after the holidays. Our goal is to educate the community on our agency's respective role in supporting the public during PSPS, resources available and to gather information on specific community needs. Also included in this packet is a copy of a **"Fats, Oils and Grease" (FOG) flyer** being published and advertised locally as a joint effort of the county's wastewater providers. FOG is the leading contributor to sewer collection system blockages and overflows. FOG discharge from homes is typically highest during the holidays.

We have been working cooperatively with the county to convey the needs of special district service providers in the county with regard to PSPS response. The county was allocated \$364,000 from the state budget for PSPS response costs, and the associated **county staff report is attached** for more information. The county Board directed staff to return with a more formal proposal to include some funding for special districts. In a recent report to our Board, we conveyed the need to invest close to \$500,000 in unanticipated generator replacements to ensure reliable operation during PSPS events. I have also been leading the effort working closely with CSDA legislative staff to develop a survey of special district PSPS impacts and needs, to hopefully secure state budget funding in 2020/21 specifically for special districts; as was the case this year or cities, counties and tribes.

**TENTATIVE PROJECT TIMELINE FOR
GROVELAND COMMUNITY SERVICES DISTRICT
2020 SURVEY**



<u>Tentative Date</u>	<u>Tasks to be Completed (Detailed List)</u>	<u>Responsible</u>
Nov 12 – Dec 31, 2019	Data analysis and assessment/special tax methodology	SCI
Nov 20	Call with District	SCI/District
Dec 11 – Jan 10, 2020	Design of survey	SCI
Jan 1 – 10	Determine levels of service and resulting rates to test in survey	District/SCI
Jan 8	Survey instrument to District for review	SCI
Jan 14	District approves survey instrument	District
Jan 20 – Jan 30	Print survey, information item, outgoing and return envelope	SCI
Feb 3	Mail surveys	SCI
Feb 6 – Mar 6	Survey return period	SCI
Mar 9 - 20	Analysis of survey results	SCI
Mar 30	Survey findings finalized and to District	SCI
Apr 14, 2019	Present survey results to Board and next steps	District Board

Note: Holidays will be excluded from days shown in timeline above. SCI can meet this timeline; however, the District can also modify it as needed. It is understood that the Board meets on the second Wednesday of each month at 7:00 pm.

Trap the Grease!

During the holidays, many Tuolumne County residents will be busy cooking in their kitchens. To avoid potential plumbing and sewer disasters, the Wastewater and Sanitary agencies of Tuolumne County would like to remind residents how to properly dispose of fats, oils and grease. Sewer blockages can cause backups into homes resulting in an unpleasant mess that can cost hundreds and sometimes thousands of dollars to clean up.



Listed below are safe disposal tips for fats, oils, and grease to help you avoid a plumbing emergency this holiday season:

- Avoid pouring fats or vegetable cooking oils down the drain because liquid fats solidify in the pipes and create clogs.
- After grease has cooled, scraped the grease into a container with a tight fitting lid. Solidify in the refrigerator before putting it in the trash.
- Never put hard to grind items in your garbage disposal, including poultry skins, egg shells, carrots, celery, pumpkin pulp, banana peels or pasta.

The Tuolumne County Solid Waste Division has begun collecting used liquid cooking oil, 10 gallons or less, by appointment only at their permanent household hazardous waste facility. This is available to residential customers only. Note that small quantities of grease solid at room temperature, such as lard & bacon fat, may be place in a sealed container and put in the trash. Call (209) 533-5588 to make an appointment for disposal of residential liquid cooking oil.

This educational information is proudly sponsored by: Groveland Community Services District, Jamestown Sanitary District, Tuolumne City Sanitary District, Tuolumne County Solid Waste Department, Tuolumne Utilities District, Twain Harte Community Services District and Waste Management.



AGENDA REQUEST AND SUMMARY

For: November 5, 2019 (Date of Board Meeting)
_____ (Time, if appointment scheduled with the Clerk)

Consent Calendar: Yes _____ No X

1. WORDING FOR AGENDA (Include precise wording for required action, authorizing, etc. as it will appear on the Board Agenda, generally not to exceed 20 words).

Consideration of accepting unanticipated revenue in the amount of \$364,083 from California Office of Emergency Services (CalOES) for impacts related to Pacific Gas & Electric (PG&E) public safety Power Shutoff and providing staff direction on the allocation.

2. FINANCING-ESTIMATED COUNTY COST: None

3. FUNDS BUDGETED:

4. REVIEWED WITH:

COUNTY ADMINISTRATIVE OFFICER	YES	<u> X </u>	NO	_____
COUNTY COUNSEL	YES	_____	NO	_____
ADMINISTRATIVE ANALYST	YES	<u> X </u>	NO	_____
OTHER DEPARTMENTS (List)	YES	_____	NO	_____

5. THE FOLLOWING OUTSIDE AGENCIES OR INDIVIDUALS TO BE NOTIFIED OF BOARD ACTION: (**Minute Excerpt** – Include complete mailing address and indicate number of copies to whom)

- A.
- B.
- C.
- D.

6. Number OF COPIES REQUIRED BY REQUESTING DEPARTMENT:
(Indicate Minute Excerpt, Resolution, Agreement, etc.)

7. COMMENTS (i.e. has this item come before the Board previously and when?):

Requesting Department: CAO Submitted by: Jason R. Terry

Approved by:  _____ Date: 11/11/2019
(Department Head Signature)



County Administrator's Office

Tracie Riggs
County Administrator

Eric Erhardt
Assistant County Administrator

Maureen Frank
Deputy County Administrator

November 5, 2019

TO: Board of Supervisors

FROM: Jason R. Terry, Senior Administrative Analyst

SUBJECT: Consideration of accepting unanticipated revenue in the amount of \$364,083 from California Office of Emergency Services (CalOES) for impacts related to Pacific Gas & Electric (PG&E) public safety Power Shutoff and providing staff direction on the allocation.

BACKGROUND

The 2019 Budget Act passed by the State Legislature and approved by Governor Newsom included one-time funding of \$75 million to mitigate the impacts of PSPS on State, Local, and Tribal organizations.

\$26 million of these funds are dedicated specifically to Counties. Tuolumne County's allocation has been calculated at \$364,083 which breaks down as follows:

Base Allocation	\$150,000	
Population	\$ 14,083	(.13% of state population)
PSPS History	<u>\$200,000</u>	(Maximum Amount)
Total	\$364,083	

This money was received on October 30, 2019.

Grant Uses

According to the notification of allocation received by Cal OES on October 29, 2019, the use of these funds is limited to:

- Generators and generator connections for essential facilities
- Redundant emergency communications
- Continuity/contingency plans
- Risk assessments for critical infrastructure and lifelines
- Post-Event reports that identify lessons learned and corrective

actions

- Public education materials and supplies focused on individual Preparedness
- One-time costs associated with identifying and equipping resource centers

There have been three PSPS events in Tuolumne County to date. Of these, two have necessitated moving County departments to either the administrative building or the EOC at Stryker Court so that county staff would have access to power and the network. Some departments were unable to relocate such as Animal Control due to the animals that they are responsible for.

Some of the County-owned buildings without backup generation power include:

- AN Francisco Building (Alternate Seat, Continuity Operations)
- Sonora Main Library (Second Alternate Seat, Continuity Operations)
- Animal Control
- Probation
- District Attorney
- Historic Court House
- Groveland Community Hall

Additional buildings without backup generation include

- IT building on Morningstar
- Sheriff's Patrol building
- Public Defender

Other Agency Requests

The State's 2019 Budget Act also included a competitive grant of \$10 million for incorporated cities and another \$1.5 million for Federally recognized tribes. However, there is no allocation for service districts and Cal OES has provided guidance for these service districts to request amounts from Cities and Counties to receive a portion of these grant funds.

A few service districts in Tuolumne County have submitted requests to the Tuolumne County Board of Supervisors for the purposes of this grant.

Groveland Community Services District: \$75,000

GCSD has 25 backup generators in service (16 of which operate sewer lift stations), and the PSPS has proven that at minimum five need to be immediately replaced due to failure or inability to operate consistently for the duration of the multiday PSPS. Two additional generators are proposed for replacement as part of a current IRWMP grant application cycle; bringing the total new generators needed to 7. GCSD proposes to purchase and install one new generator at Tank 4, which is our current highest priority and provides power to the water booster pumps supplying the Pine Mountain Lake Airport facility and surrounding homes; as shown in the attached image (Attachment A).

Tuolumne Utilities District: Scalable \$25,000- \$125,000

Funding requests are detailed in Attachment B. The first level of funding is for a mobile generator that would be utilized to provide generation intended to mitigate sewer spills. Full funding will provide the Sonora Water Treatment plan with backup power. This would serve the City of Sonora, East Sonora & Jamestown service areas.

Twain Harte Community Services District: Scalable \$12,000- \$112,000

Twain Harte CSD has assessed their critical infrastructure and has identified a need of \$112,000 to fortify drinking water, fire water, and firefighter air supplies during PSPS events. The five identified projects are:

1. Fire Station Generator Replacement - **\$25,000**
This generator is more than 50 years old and failed during this last PSPS.
2. SCBA Fill Station Generator - **\$12,000**
This station is needed to fill firefighter air bottles
3. Laurel Booster Pump Station - **\$25,000**
Pumps water to a 150 home subdivision
4. Well 1 - **\$25,000**
Drinking and fire water supply
5. Well 3 - **\$25,000**
Drinking and fire water supply

Options

Some options that your Board may consider include:

1. Utilize funding to purchase generators for the AN Francisco Building and the Sonora Main Library to ensure Continuity of Operations. Utilize any remaining funding to provide either mobile or permanent generation for County buildings
2. Utilize funding to purchase generators for the AN Francisco Building and the Sonora Main Library to ensure Continuity of Operations. Utilize any remaining funding for Service District requests.
3. Utilize funding to purchase a mobile generator and retrofit vital County Buildings with transfer switches.
4. Fully fund Service District requests. Utilize remaining \$52,083 on generation power for County Buildings.

Recommendation

Staff is recommending that the Board recognizes the unanticipated revenue of \$364,083 from California Office of Emergency Services (CalOES) for impacts related to Pacific Gas & Electric (PG&E) Public Safety Power Shutoff.

In addition, staff is requesting the Board provide direction on use of these funds.

Attachment A

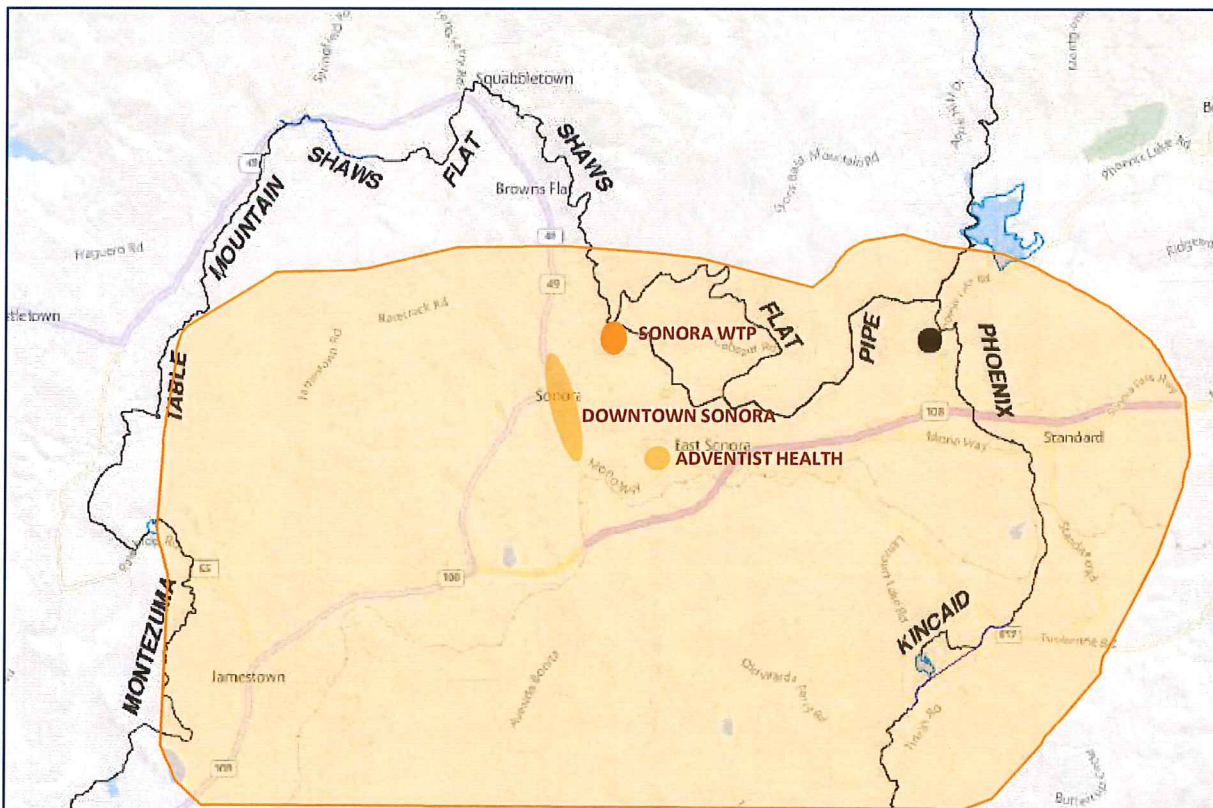
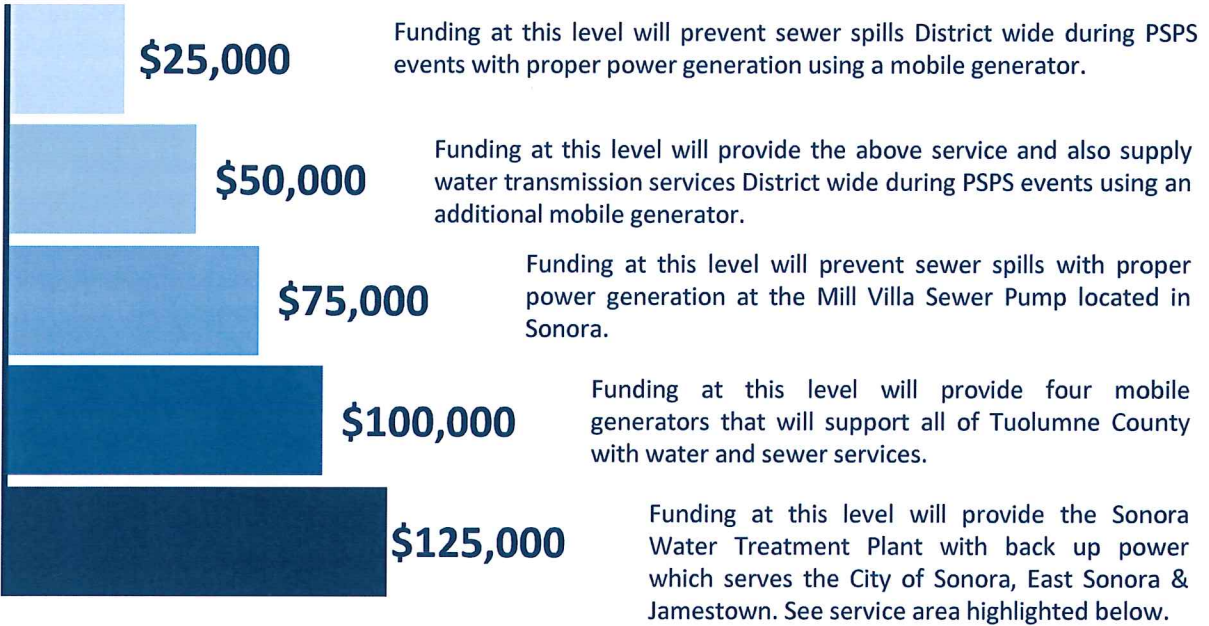


Attachment B



TUOLUMNE UTILITIES DISTRICT CalOES

Funds appropriated to Tuolumne Utilities District will provide residents, visitors, educational facilities and health care providers with continuous water and sewer services during PSPS events necessary for the health and safety of Tuolumne County.





Operations Report

Month of Review: October 2019

Information Provided by:

- Luis Melchor, Operations Manager
- Greg Dunn, Chief Plant Operator
- Rachel Pearlman, Administrative Services Technician
- C&D Staff
- Maintenance Staff

Wastewater Treatment Plant Flows

Influent Totals From Plant: October 2019

Total	2.45 MG
High	.09MG
Low	.03MG
Average	.08MG

Effluent Totals From Plant: October 2019

Total	2.81MG
High	.10MG
Low	.03MG
Average	.09MG

Rainfall Totals at the Sewer Treatment Plant Month of October

Year	Total Rainfall-inches
2019	0.00 - (0.00 High)
2018	0.63 - (0.49 High)
2017	0.64 - (0.51 High)
2016	6.02 - (2.31 High)
2015	0.80 - (0.56 High)
Current Season Total	49.49

Wasting Totals

Total Inches	404
Total Pounds	2769

Reclamation Totals

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

Active Sewer Accounts: 1552

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

Wastewater Collections Department

- Completed all Preventative Maintenance Check Sheets (PMCS) at all Lift Stations (weekly)
- Chemical flushed gravity sewer lines throughout the District
- Hydro flushed multiple gravity lines throughout the District
- Pumped down LS 16 and hosed down wet well
- Pumped down LS 6 and hosed down wet well, pulled pump #1 due to poor pumping efficiency – found pump was clogged with rags and debris. Pulled pump 2 to check and serviced-everything was good. Installed new wire and ropes to both pump 1 and 2
- Diagnosed LS 13 pump 1 fault, found low float was not operating properly and pump lost prime
- Completed manhole inspections for Ls 12 and 14 gravity lines. Total of 97 manholes were inspected for the month of October
- Re-installed blocks for the retaining wall at Ls #7 and tied into new head wall

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 plant samples and sent into Aqua Lab
- Took distribution samples and sent into Aqua Lab

Distribution Department

- Monitored/sample Distribution Tank weekly(dosed Tank 2, 4 & 5)
- 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(Building, Pneumatic Tank, Pumps and MCC Cabinet) and Highlands Pump stations (Building, pumps and MCC Cabinet)
- Tested 31 backflows in house to complete our annual inspections, all other backflows were tested by certified contractors hired by PO
- Cleaned around Hydrants in unit 1, 2, 4 and 10

- Hooked up stand by Generator at Highlands Pump Station to fill Tank 5 during PSPS (Generator on site will not run pumps)
- Located buried valves and marked on Tank 1 to Tank 5 Transmission Line
- Blow off repair behind Highlands Pump station transmission

TANK 1 to TANK 5 TRANSMISSION LINE BROKEN 10-13-2019



HIGHLANDS BLOW OFF REPAIR 10-25-2019





Meter Related Services	Total
Check/repair meter	2
Install water meter	1
Monthly lock offs	21
Meter change outs	0
Read tenant out	6
Re-Read	11
Turn off meter	4
Turn on meter	17
Test meter	0
Total Distribution Issues	62

Active Water Accounts:3252

Billed Consumption	Gallons
Residential	7807228
Commercial	799629

Construction and Maintenance

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

Maintenance

- General yard maintenance around the District maint. Yard (mow, weed eat, debris removal, limb trees ETC)
- Made dump run to Groveland Transfer Station
- Cleaned around dumpster area and hauled cardboard to Moore Brothers
- Complete general ground maintenance at the Park (mow, weed eat, debris removal, limb trees ETC)
- Removed vegetation from STP E-Basin
- Serviced Truck 17 (oil, filters, rotate tires, Etc.) and replaced rear brakes
- Serviced Truck 15 (oil, filters, rotate tires, Etc.) installed new fabricated valve wrench holder, installed new headlights, replaced broken door handle
- Serviced Truck 20 (oil, filters, rotate tires, Etc.)
- Serviced Ls 12 and Ls11 generator (oil, filters, Etc.)
- Brushed vegetation around Tank 2 and Big Creek treatment Plant
- Ran standby Generators at AWS, Dunn Ct, Tank 2 and Big Creek
- Replaced siding on Tank 5 Fire Flow reservoir
- Ran scanner on Engine 781 due to check engine light, cause was low coolant, located squeal coming from the serpentine belt
- Took Truck 13 (bucket Truck) to Stockton for repairs(hydraulic hoses needed replaced)
- Removed the Lower Park shade canopy for the winter months
- Replaced lights in the Maintenance, Ops and Old BCTP buildings
- Took AC/Heater contractor around to District amenities to complete maintenance
- Constantly monitored/fueled all stand by generators during PG&E PSPS
- Assisted CHP with the removal of an abandoned vehicle, which was the cause of H2O break on 10-13-2019(car was sitting on an expose section of water main)
- Compiled information/documentation for stolen Generator and submitted for the police report
- Cleaned and greased new backhoe
- Installed new exhaust on the Vac-Tron

- Completed the 90 Day BIT inspection for Engine 787
- Took truck 19 to Steve's Chevrolet for recall (Brake sensor)

Projects

- Big Creek treatment and Operations building's roof repairs were completed by Cal-West Roofing (Alan Ford Construction)

After Hour Calls

- Staff had 4 after hour calls: 3water and 1 sewer, all resolved

Workplace Safety and Training

Weekly Safety Meetings and Training

- Complete monthly Fire extinguisher checks
- 3 staff members attended a submersible pump class in Stockton
- 2 staff members attended a leak detection class in Sonora
- 2 staff member attend northern safety day in Woodland (CWEA)

November 12, 2019

1st Quarter Financial Statement Memo

Authored by: Jennifer Flores, Administrative Services Manager

WATER FUND

REVENUE

Fixed rates are on track and variable rates are exceeding the budgeted figure by 17%; the first quarter includes the District's highest consumption months. The District has also had ten (10) new water connections in the last quarter resulting \$21,000 in other revenue, \$12,000 in Administrative fees for annual backflow inspections, and \$10,000 in customer late fees.

EXPENSES

Nothing notable; expenses are on track with budget.

CAPITAL OUTLAY

\$4,000 for engineering fees for the Downtown Groveland/Big Oak Flat Water System Rehab Project, \$5,800 for purchase of new VFD for Tank #2 which is a motor control to operate the pump, \$5,800 for purchase of iPads for implementation of new District SEMS program (total cost spread over all four (4) funds), and \$4,500 for the purchase of a Water Wagon used for dust control and to remain in compliance with requirements placed on the District for dust abatement.

SEWER FUND

REVENUE

Fixed rates are on track and variable rates are exceeding the budgeted figure by 14%; the first quarter includes the District's highest consumption months. The District has also had one (1) new sewer connection in the last quarter resulting \$7,125 in other revenue, and \$5,000 in customer late fees.

EXPENSES

Nothing notable; expenses are on track with budget.

CAPITAL OUTLAY

Issued final payment to Moyle Excavation for Flume Rehabilitation Project in the amount of \$461,584, bringing project total to \$480,130; this amount will be reimbursed by FEMA and Cal OES. \$4,000 for the purchase of iPads for implementation of new District SEMS program, and \$7,400 for Lift Station #10 repairs in control cabinet.

FIRE FUND

REVENUE

Have received small check from county; larger disbursement checks are received in December and April. Other non-operating revenue includes \$20,000 grant from Sonora Area Foundation for new SCBA fill station.

EXPENSES

Nothing notable; expenses are on track with budget.

CAPITAL OUTLAY

\$30,000 for new SCBA fill station and \$5,000 for lightening upgrade.

PARKS FUND

REVENUE

Have received small check from county; larger disbursement checks are received in December and April. Other operating revenue includes \$13,000 for cell tower rent.

EXPENSES

Other operating expense includes \$5,006 for the District's annual general liability payment.

CAPITAL OUTLAY

\$10,670 payment issued to Hessler Construction for lower park amphitheater repairs.

Budget to Actual

Groveland Community Services District

For 1st Quarter ended September 30, 2019

Total - District-Wide	2019/20 Annual Budget	Year-to-date Actuals	CY Actual Vs. CY Budget-Remaining \$	CY Actual Vs. CY Budget-Remaining%
Fixed rates	\$ 2,965,449	\$ 761,166	\$ (2,204,283)	74%
Variable rates	1,369,149	566,420	\$ (802,729)	59%
Property taxes	1,181,268	26,337	\$ (1,154,931)	98%
Other operating revenues	152,591	81,151	\$ (71,440)	47%
Other nonoperating revenues	1,394,987	35,781	\$ (1,359,206)	97%
Total Revenues	7,063,444	1,470,855	(5,592,589)	
Salaries and benefits	(2,060,741)	(447,449)	1,613,292	78%
Cost of water	(215,000)	(59,612)	155,388	72%
Utilities	(297,000)	(67,595)	229,405	
Cal Fire contract	(1,350,230)	(237,917)	1,112,313	82%
Other operating expenses	(1,822,958)	(447,258)	1,375,700	75%
Leases: prin+interest	(13,742)	(7,077)	6,665	49%
Transfer to OPEB Trust	(161,000)	-	161,000	100%
Transfer to Pension	(207,850)	(200,700)	7,150	3%
Annual Reserve Set Aside	(147,771)	-	147,771	100%
Total Expenses	(6,276,292)	(1,467,609)	4,660,912	
Capital outlay (fixed assets)	(1,881,954)	(564,348)	1,317,606	70%
Net profit (loss)	\$ (1,094,802)	\$ (561,102)	\$ 385,929	
Debt Service Collections	944,664	237,010	(707,654)	
Debt Service: Prin/Interest	(1,011,544)	(386,675)	624,869	
	(66,880)	(149,665)	(82,785)	

Budget to Actual
Groveland Community Services District

For 1st Quarter ended September 30, 2019

Water	2019/20 Annual Budget	Year-to-date Actuals	CY Actual Vs. CY Budget- Remaining \$	CY Actual Vs. CY Budget- Remaining%
Fixed rates	\$ 1,540,587	\$ 397,563	\$ (1,143,024)	74%
Variable rates	913,404	384,587	(528,817)	58%
Other operating revenues	88,591	53,658	(34,933)	39%
Other nonoperating revenues	46,228	4,506	(41,722)	90%
Total Revenue	2,588,810	840,315	(1,748,495)	
Salaries	(730,246)	(134,508)	595,738	82%
Benefits	(347,881)	(100,223)	247,658	71%
Cost of water	(215,000)	(59,612)	155,388	72%
Utilities	(115,000)	(25,285)	89,715	78%
Other operating expenses	(856,661)	(258,230)	598,431	70%
Leases	(10,208)	(6,237)	3,971	39%
Transfer to OPEB Trust	(90,160)	-	90,160	100%
Pension Unfunded Liability	\$ (92,680)	\$ (89,490)	3,190	3%
Annual Reserve Set-Aside	\$ (47,771)	\$ -	47,771	100%
Total Expenses	(2,505,607)	(673,584)	-	1,832,023
Capital outlay (Fixed assets)	(458,708)	(22,001)	436,707	95%
Net profit (loss)	\$ (375,505)	\$ 144,729	\$ 520,234	
Debt service collections-3236	618,476	155,126	(463,350)	75%
Debt service Prin/Interest	(687,634)	(223,915)	463,719	67%
	(69,158)	(68,789)	369	369

Water Fund Quarter Summary Notes

REVENUE

Other Operating Rev.- Backflow/Admin \$12K, Connections \$\$21K, Late Fee \$10K
Other Non-Operating Rev-Interest Earned \$4,500

EXPENSES

Nothing Notable

CAPITAL OUTLAY

Downtown Grov/BOF \$4K, Tank#2 VFD\$5,800, Ipads \$5,800, Water Wagon \$4,500

Budget to Actual
Groveland Community Services District

For 1st Quarter ended September 30, 2019

Sewer	2019/20 Annual Budget	Year-to-date Actuals	CY Actual Vs. CY Budget-Remaining \$	CY Actual Vs. CY Budget-Remaining%
Fixed rates	\$ 1,424,862	\$ 363,603	\$ (1,061,259)	74%
Variable rates	455,745	181,833	(273,912)	60%
Other operating revenues	42,000	12,117	(29,883)	71%
Other nonoperating revenues	914,059	4,537	(909,522)	100%
Total Revenue	2,836,666	562,090	(2,274,576)	
Salaries	(580,860)	(110,668)	470,192	81%
Benefits	(260,043)	(73,685)	186,358	72%
Utilities	(126,000)	(26,944)	99,056	79%
Other operating expenses	(637,803)	(151,948)	485,855	76%
Leases	(3,534)	(840)	2,694	76%
Transfer to OPEB Trust	(61,180)	-	61,180	100%
Pension Unfunded Liability	(62,890)	(60,726)	2,164	3%
Annual Reserve Set-Aside	(100,000)	-	100,000	100%
Total Expenses	(1,832,310)	(424,811)	1,407,499	
Capital Outlay (fixed assets)	(1,123,581)	(495,359)	628,222	56%
Net profit (loss)	\$ (119,225)	\$ (358,081)	\$ (238,856)	
Debt service collections-1329/No BOF	326,188	81,884	(244,304)	75%
Debt service:Prin/Interest	(323,910)	(162,759)	161,151	50%
	2,278	(80,876)	(83,154)	

Sewer Fund Quarter Summary Notes

REVENUE

Other Operating Rev.- Connection \$7K, Late fees \$5K

EXPENSES

Nothing Notable

CAPITAL OUTLAY

Flume Project \$480K, Ipads \$4K, LS#10 Control \$7,400

Budget to Actual
Groveland Community Services District

Budget to Actual
Groveland Community Services District

For 1st Quarter ended September 30, 2019

Total - Governmental Funds	2019/20 Annual Budget	Year-to-date Actuals	CY Actual Vs. CY Budget- Remaining \$	CY Actual Vs. CY Budget- Remaining%
Property taxes	1,181,268	26,337	(1,154,931)	98%
Other operating revenues	22,000	15,376	(6,624)	30%
Other nonoperating revenues	434,700	26,739	(407,961)	94%
Total Revenues	1,637,968	68,451	(1,569,517)	
Salaries and benefits	(141,711)	(28,366)	113,345	80%
Utilities	(56,000)	(15,366)	40,634	73%
Cal Fire/Amador contract	(1,350,230)	(237,917)	1,112,313	82%
Other operating expenses	(328,494)	(37,080)	291,414	89%
Transfer to OPEB Trust	(9,660)	-	9,660	100%
Transfer to Pension/Unfunded	(52,280)	(50,484)	1,796	3%
Total Expenses	(1,938,375)	(369,213)	1,569,162	
Capital outlay (fixed assets)	(299,665)	(46,988)	252,677	84%
Net profit (loss)	\$ (600,072)	\$ (347,750)	\$ 252,322	

Budget to Actual
Groveland Community Services District

For 1st Quarter ended September 30, 2019

Fire	2019/20 Annual Budget	Year-to-date Actuals	CY Actual Vs. CY Budget- Remaining \$	CY Actual Vs. CY Budget- Remaining%
Property taxes	\$ 1,086,768	\$ 24,230	\$ (1,062,538)	98%
Other operating revenues	20,500	656	(19,844)	97%
Other nonoperating revenues	192,300	25,264	\$ (167,036)	87%
Total Revenues	1,299,568	50,149	(1,249,419)	
Salaries and benefits	(45,458)	(9,576)	35,882	79%
Cal Fire Contract	(1,077,718)	(237,917)	839,801	78%
Amador Contract	(272,512)		272,512	100%
Utilities	(14,000)	(3,872)	10,128	72%
Other operating expenses	(284,799)	(18,826)	265,973	93%
Transfer to OPEB Trust	(1,610)	-	\$ 1,610	100%
Tfr. to PERS Unfunded/Smoothing	(44,005)	(42,494)	\$ 1,511	3%
Total Expenses	(1,740,102)	(312,686)	1,427,416	
Capital Outlay (fixed assets)	(47,340)	(35,801)	\$ 11,539	
Net Profit (Loss)	\$ (487,874)	\$ (298,337)	\$ 189,537	

Fire Fund Quarter Summary Notes

REVENUE

Property Tax disbursement received in April/Dec.
Non Oper. Rev.- Sonora Area Grant \$20K (SCBA)

EXPENSES

Nothing Notable

CAPITAL

SCBA Fill Station \$30K, Lighting Upgrade \$5K

Budget to Actual
Groveland Community Services District

For 1st Quarter ended September 30, 2019

Parks	2019/20 Annual Budget	Year-to-date Actuals	CY Actual Vs. CY Budget- Remaining \$	CY Actual Vs. CY Budget- Remaining%
Property taxes	\$ 94,500	\$ 2,107	\$ (92,393)	98%
Other operating revenues	1,500	14,720	13,220	-881%
Other nonoperating revenues	242,400	1,475	(240,925)	
Total Revenue	338,400	18,302	(320,098)	
Salaries and benefits	(96,253)	(18,790)	77,463	80%
Utilities	(42,000)	(11,494)	30,506	73%
Other operating expenses	(43,695)	(18,254)	25,441	58%
Transfer to OPEB Trust	(8,050)	0	8,050	100%
Transfer to Pension	(8,275)	(7,990)	285	3%
Total Expenses	(198,273)	(56,527)	141,746	
Capital outlay (fixed assets)	(252,325)	(11,187)	241,138	96%
Net Profit (Loss)	\$ (112,198)	\$ (49,413)	\$ 62,785	

Parks Fund Quarter Summary Notes

REVENUE



Property Tax disbursement received in April/Dec.
Misc. Rev - Cell Tower Rents \$13K

EXPENSES

Nothing Notable

CAPITAL OUTLAY

\$10,670 to Hessler Construction for lower park amphitheater repairs

GROVELAND COMMUNITY SERVICES DISTRICT				Enterprise & D/G Funds			Government Funds		
Quarterly Investment/Treasurer's Report									
1st Quarter Balances @ 9/30/19									
Cash Accounts	Acct	Interest Rate	YTD Interest Jan-Sep-2019	Water	Sewer	Grunsky	Fire	Parks	G/L Totals
Rabobank Operating Account	4498	0	0	1,130,298.84	516,482.73	6,969.98	375,496.72	27,403.72	2,056,651.99
Rabobank Investment (Operating Reserves)	2814	0.20%	119.20	-	-	-	-	-	-
Rabobank Payroll Account	2426	0	0	19,563.41	20,433.43		3,019.14	3,768.18	46,784.16
Water Bond Pymt Reserve	4662	0.20%	1413.02	1,010,369.76	-		-	-	1,010,369.76
Sewer Bond Pymt Reserve	4745	0.20%	1204.47	-	813,546.09		-	-	813,546.09
Cash Drawer				168.00	132.00				300.00
Petty Cash				100.00	100.00				200.00
Cash in Co Treas SAD 77-1				(588.00)					(588.00)
LAIF to Investment Reserves Acct	5001	2.57%	49,898.49	1,565,408.11	287,541.70	11,928.52	752,708.95	240,895.03	2,858,482.31
Closed Pension/Drought Acct.	58/89	0.20%	0.00						
Total Unrestricted Cash				3,725,320.12	1,638,235.95	18,898.50	1,131,224.81	272,066.93	6,785,746.31
2013 Water Bond Sale - Restricted Reserve	2498	0.20%	472.48	316,113.67					316,113.67
2014 BNY Water Bond Sale - Restricted Reserve	5112	2.31%	6538.15	380,524.87					380,524.87
2014 BNY Sewer Bond Sale-Restricted Reserve	9240	2.31%	5,613.02		326,682.40				326,682.40
Total Restricted Cash				696,638.54	326,682.40	-	-	-	1,023,320.94
Total Cash and Investments				4,421,958.66	1,964,918.35	18,464.26	1,131,224.81	272,066.93	7,809,067.25
2019 YTD Interest Earned		Jan-Sep	\$ 65,258.83						
"I certify that the District investments have been made in accordance with the Investment Policy. I further certify that the District has adequate revenue to cover its operating expense for the next six months, in accordance with California Government Code Sections 53646 (b) (2) and (3) respectively."									
Name				Title				Date	10-17-19

**REGULAR MEETING OF THE BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
OCTOBER 8, 2019
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, Spencer Edwards, and John Armstrong being present. Also present was Administrative Services Manager Jennifer Flores, Administrative Services Technician II Rachel Pearlman, Collections & Distribution Lead Brandon Klein, Chief Plant Operator Greg Dunn, and General Manager Pete Kampa.

Call to Order

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

Approve Order of Agenda

Motion

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

Public Comment

None.

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

- A. Staff Reports
 - i. Fire Department Report
 - ii. General Manager's Report
 - iii. Operations Manager's Report
 - iv. Administrative Services Manager's Report
- B. Community Relations Consultant's Report
- C. Park Advisory Committee Report
- D. Director and Management Staff Report Regarding Attendance at the CSDA Annual Conference September 25-28, 2019

Consent Calendar

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

- A. Approve Minutes from the September 10, 2019 Regular Meeting
- B. Accept September Payables
- C. Approve Resolution 40-19, A Resolution Approving District Donor/Sponsor Policy
- D. Waive Reading of Ordinances and Resolutions Except by Title

Motion

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

Old Business

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

A. 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.

A. Adoption of Resolutions Recognizing Rachel Pearlman, Renee Van Dyk, Meghan Orsetti, and Debra Percoco for their Exemplary Service and Contributions to the District

Motion

Director Swan moved, seconded by Director Edwards and the motion passed unanimously to adopt Resolutions Recognizing Rachel Pearlman, Renee Van Dyk, Meghan Orsetti, and Debra Percoco for their Exemplary Service and Contributions to the District.

B. Adoption of Resolution 45-19, A Resolution Approving Engagement Letter with Bryant L. Jolley to Perform the District's Annual Audit for Years Ended June 30, 2019, 2020, 2021

Motion

Director Armstrong moved, seconded by Director Edwards and the motion passed unanimously to adopt Resolution 45-19 Approving Engagement Letter with Bryant L. Jolley to Perform the District's Annual Audit for Years Ended June 30, 2019, 2020, 2021.

C. Adoption of Resolution 46-19, A Resolution Approving the 2019 Wastewater Treatment Plant and Lift Station 2 Improvements Project, Accept Financing Quote from the Special District Finance Authority and Directing the General Manager to Request Preparation of Related Agreements, and Approving a 2019/20 Capital Outlay Budget Amendment Therefor

Motion

Director Armstrong moved, seconded by Director Swan and the motion passed unanimously to adopt Resolution 46-19 Approving the 2019 Wastewater Treatment Plant and Lift Station 2 Improvements Project, Accept Financing Quote from the Special District Finance Authority and Directing the General Manager to Request Preparation of Related Agreements, and Approving a 2019/20 Capital Outlay Budget Amendment Therefor.

D. Adoption of Resolution 47-19, A Resolution Approving Agreement with SCI Consulting for Services Associated with the Analysis and Development of a Fire Department Revenue Measure(s) Intended to Maintain and Improve Fire Services Within the District; Authorizing the General Manager to Negotiate a Services Agreement and Approving a 2019/20 Fire Budget Amendment in the Amount Not to Exceed \$80,000

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously to adopt Resolution 47-19 Approving Agreement with SCI Consulting for Services Associated with the Analysis and Development of a Fire Department Revenue Measure(s) Intended to Maintain and Improve Fire Services Within the District; Authorizing the General Manager to Negotiate a

Services Agreement and Approving a 2019/20 Fire Budget Amendment in the Amount Not to Exceed \$80,000.

- E. Approve Allowing District Staff to Begin Revision and Reformatting of the District's Operational Policies and Procedures Manual Utilizing the Format Recommendations as Provided via the CSDA Annual Conference

Motion

Director Armstrong moved, seconded by Director Kwiatkowski and the motion passed unanimously to approve allowing District staff to begin revision and reformatting of the District's Operational Policies and Procedures Manual utilizing the format recommendations as provided via the CSDA Annual Conference.

- F. Consideration of Proceeding with the Preparation of a Refunding (Refinancing) Agreement Through CSDA Finance Corporation for the 2014 Wastewater Bonds

Motion

Director Armstrong moved, seconded by Director Mora and the motion passed unanimously to authorize the General Manager to engage the services of the CSDA Finance Corporation to proceed with development of the agreements necessary for the refunding of the existing 2014 District Wastewater Bonds.

Adjournment

The meeting was adjourned at 1:14pm.

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Jennifer Flores, Board Secretary

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
OCTOBER 29, 2019
10:00 a.m.**

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

Call to Order

Director Kwiatkowski called the meeting to order at 10:06am.

Absent: Director Armstrong

Approve Order of Agenda

Motion

Director Edwards moved, seconded by Director Swan and the motion passed to approve the order of the agenda.

Ayes: Directors Kwiatkowski, Edwards, Swan, and Mora

Absent: Director Armstrong

Public Comment

None.

Board Workshop

A. Staff Presented Overview of District Website and Receive Input for Possible Improvements

Please Note: Items B-E will be discussed in a combined agenda item and not taken up separately or in the order presented, and are listed as shown to properly explain the likely scope of discussion at the meeting.

B. Review Progress of Previously Established Board Goals and Objectives and Update

C. Staff Provided Status Updates on District Projects and Initiatives

D. Review of District Communication Plan and Receive Input for Possible Improvements

E. Review and Update of the Board Established Management Objectives

Adjournment

Motion

Director Swan moved, seconded by Director Mora and the motion passed to adjourn the meeting at 2:28pm.

Ayes: Directors Kwiatkowski, Edwards, Mora and Swan

Absent: Armstrong

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Jennifer Flores, Board Secretary



ACCOUNTS PAYABLE CHECK LISTING

October, 2019
Fiscal Year 19/20
Board Approval Date _____

Accounts Payable Checks



User: dpercoco
Printed: 10/29/2019 12:49:08 PM

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
18373	CWEA	CWEA	10/29/2019	True	Matt Dickens CWEA membership renewal	\$491.00
18374	Geo01	GeoAnalytical Laboratories, Inc.	10/29/2019	True	1 ea. Lab for Biosolids disposal	\$2,465.00
18375	Ron01	Roni Lynn	10/29/2019	True	Social Media Management	\$2,500.00
18376	SON01	Sonora Rentals	10/29/2019	True	3 days chipper rental for T2 and BC brushing	\$750.00
18377	SWR02	SWRCB	10/29/2019	True	Andrew Marshall Dist 2 Certificate	\$80.00
18378	TIR01	The Tire Shop	10/29/2019	True	1 new tire for Truck #15	\$266.45
18379	USA01	Underground Service Alert	10/29/2019	True	2019 Membership for 811	\$150.00
18380	Ver02	Verizon Wireless 5298	10/29/2019	True	Monthly Cell Phone	\$666.71
115733	OE3	Operating Engineers Local #3	10/29/2019	True	PR Batch 00003.10.2019 Oper Engin Union Dues	\$279.18
902050	CAL09	CalPers 457 Plan Administrator	10/29/2019	True	PR Batch 00003.10.2019 CalPers Def Comp	\$3,500.00
902051	DCSS	Dept of Child Support Services	10/29/2019	True	PR Batch 00003.10.2019 Wage Garnish Child Support	\$205.03
902052	EDD01	EDD - Electronic	10/29/2019	True	PR Batch 00003.10.2019 State Income Tax	\$1,527.56
902053	FedEFTPS	Federal EFTPS	10/29/2019	True	PR Batch 00003.10.2019 FICA Employer Portion	\$10,103.42
902054	PER01	Pers - Electronic	10/29/2019	True	PR Batch 00003.10.2019 PERS Employer Expense	\$6,732.74
902055	TD 457	TD Ameritrade Trust Co.	10/29/2019	True	PR Batch 00003.10.2019 457 Deferred Compensation	\$1,170.00
18350	AME02	American Textile & Supply	10/24/2019	True	7 boxes shop rags	\$572.93
18351	aqu5	Aqua Sierra Controls Inc.	10/24/2019	True	IT Services	\$600.00
18352	ATT02	AT&T	10/24/2019	True	Monthly Cal Net phone service	\$509.91
18353	BRE01	Breshears, W. H.	10/24/2019	True	Fuel & Oil	\$4,477.26
18354	UB*02511	Brogan, Trustee, Patricia	10/24/2019	True	Refund Check	\$146.50
18355	CAR06	Carbon Copy Inc.	10/24/2019	True	Monthly Copier Usage	\$55.12
18356	Com04	Comphel Heating & Air Conditioning, Inc.	10/24/2019	True	Heater Maint Contract, parts & repair Heater	\$2,259.47
18357	CWEA	CWEA	10/24/2019	True	Coll Maint Grade 1 renewal MD, MR, AM & Plant Maint GR1 for BK	\$637.00
18358	DEP09	Department of Forestry & Fire Protection	10/24/2019	True	4th Qtr CalFire Actuals vs. Estimate Paid- Credit	\$235,935.79
18359	UB*02514	Galos, Ariel	10/24/2019	True	Refund Check	\$72.77
18360	Int03	IBS of Sacramento Valley	10/24/2019	True	1 ea. battery for shop jump pack	\$85.67
18361	ITR01	Itron Electric Metering Co Inc	10/24/2019	True	Quarterly Hardware Maint-Handhelds	\$769.68
18362	JSW02	J.S. West Propane Gas	10/24/2019	True	Propane	\$893.93
18363	UB*02510	Larsen, Patricia	10/24/2019	True	Refund Check	\$100.00
18364	Moo06	Moore Ranch Trucking	10/24/2019	True	1 load of road base for shop rock bin	\$525.00
18365	neu01	Neumiller & Beardslee	10/24/2019	True	Legal Services	\$1,571.18
18366	UB*02512	Plate, Janice	10/24/2019	True	Refund Check	\$30.00
18367	Pri04	PLIC-SBD Grand Island	10/24/2019	True	Monthly Dental, Vision, Life & LTD Insurance	\$3,620.88

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
18368	UB*02513	Turski, Pauline	10/24/2019	True	Refund Check	\$99.51
18369	Ver03	Verizon Wireless 7706	10/24/2019	True	Monthly Auto Dialers	\$143.65
18370	Wells	Wells Fargo Bank, N.A.	10/24/2019	True	Monthly Lease on Admin Copier	\$359.29
18371	Wood01	Wood Rodgers, Inc.	10/24/2019	True	Professional Services through 9/30/19 for Water/Wastewater MP	\$3,474.20
18372	UB*01895	Zullo, Trustees, Robert & Mary	10/24/2019	True	Refund Check	\$100.00
18345	AQU01	Aqua Labs	10/17/2019	True	050 Water Tests	\$3,415.00
18346	rabo01	Cardmember Service	10/17/2019	True	2 nights Hotel Rooms for Janice & Nancy for Conference	\$4,468.94
18347	DIS01	Dish Network	10/17/2019	True	Satellite TV for FD	\$57.54
18348	Moy02	Moyle Excavation Inc.	10/17/2019	True	Flume Project Progress Billing	\$438,505.04
18349	Sta15	Staples Credit Plan	10/17/2019	True	Office Supplies	\$343.12
115732	OE3	Operating Engineers Local #3	10/14/2019	True	PR Batch 00002.10.2019 Oper Engin Union Dues	\$279.18
18344	Con06	Conifer Communications	10/11/2019	True	Internet Service-Quarterly	\$764.25
902045	DCSS	Dept of Child Support Services	10/11/2019	True	PR Batch 00002.10.2019 Wage Garnish Child Support	\$205.03
902046	EDD01	EDD - Electronic	10/11/2019	True	PR Batch 00002.10.2019 State Unemp Ins	\$1,817.31
902047	FedEFTPS	Federal EFTPS	10/11/2019	True	PR Batch 00002.10.2019 Medicare Emple Portion	\$10,890.97
902048	PER01	Pers - Electronic	10/11/2019	True	PR Batch 00002.10.2019 PERS Employee Deduct	\$6,773.94
902049	TD 457	TD Ameritrade Trust Co.	10/11/2019	True	PR Batch 00002.10.2019 457 Deferred Compensation	\$1,170.00
18300	Accela	Accela, Inc. #774375	10/10/2019	True	Monthly C/C Web Pmt Fees	\$1,077.25
18301	Adv02	Adventist Health Sonora	10/10/2019	True	Al Deshaies Employment physical	\$168.00
18302	am01	AM Consulting Engineers, Inc.	10/10/2019	True	Engineering fees for Future WWTP Irrigation Pump project	\$8,165.00
18303	BLU01	Anthem Blue Cross	10/10/2019	True	Retired Emp Health Ins.	\$21,418.09
18304	AQU01	Aqua Labs	10/10/2019	True	050 Water Tests	\$3,410.00
18305	aqu5	Aqua Sierra Controls Inc.	10/10/2019	True	Monthly SCADA/Server Maintenance	\$1,130.67
18306	BOA01	CA Dept of Tax/Fee Administration	10/10/2019	True	Diesel Fuel Taxes	\$373.00
18307	cal14	California Dept of Forestry-Baseline	10/10/2019	True	16.5 Baseline Crew days-Fuel reduction around district	\$3,686.07
18308	CEN04	Centro Print Solutions	10/10/2019	True	50 ea. W2's and 50 envelopes	\$57.61
18309	CSD02	CSDA	10/10/2019	True	2020 CSDA Membership renewal	\$7,615.00
18310	Datapros	Dataprose Inc.	10/10/2019	True	Special Mailer for Employment search	\$5,079.29
18311	UB*02509	Dial, Bradley & Diane	10/10/2019	True	Refund Check	\$172.11
18312	DRU01	Drugtech Toxicology Services, LLC	10/10/2019	True	Consortium DOT Tests	\$76.00
18313	Fas02	Fastenal	10/10/2019	True	1 ea. ear muffs	\$367.72
18314	flo01	Flores, Jennifer	10/10/2019	True	Parking reimbursement for CSDA conference	\$40.00
18315	GCS02	GCSO	10/10/2019	True	Sewer Plant Water Bill	\$7,268.87
18316	GCS01	GCSO Petty Cash	10/10/2019	True	GRACE Meeting supplies	\$94.30
18317	gilb01	Gilbert Associates, Inc.	10/10/2019	True	CPA Services	\$3,100.00
18318	GRA04	Grainger	10/10/2019	True	1 ea. exhaust hose for STP	\$457.34
18319	Gre05	GreatAmerica Financial Services	10/10/2019	True	Monthly Avaya Phone System Lease	\$186.36
18320	gro08	Groveland Transfer Station	10/10/2019	True	Dump fee for Big Creek building cleanup	\$231.85
18321	IRO01	Iron Mountain	10/10/2019	True	2 bins for Off-Site Shredding service	\$163.22
18322	jol01	Jolley, Bryant L.	10/10/2019	True	Audited Financial Statements for 6/30/2019	\$13,500.00
18323	Kam02	Kampa, Peter	10/10/2019	True	CSDA Conference Reimbursement	\$1,090.31
18324	KC Auto	KC Auto Parts	10/10/2019	True	September Auto Parts	\$508.67
18325	KC01	KC Courier, LLC	10/10/2019	True	Monthly Courier Service	\$372.38

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
18326	Kwi01	Kwiatkowski, Janice	10/10/2019	True	CSDA Conference Reimbursement	\$312.23
18327	MOO01	Moore Bros. Scavenger Co., Inc.	10/10/2019	True	Garbage Service	\$478.98
18328	UB*02507	Morris-Tyndall, Lucille	10/10/2019	True	Refund Check	\$72.43
18329	MOT03	Mother Lode Answering Service	10/10/2019	True	Monthly Call Forward/Paging	\$183.00
18330	MOU03	Mountain Oasis Water Systems	10/10/2019	True	Bottled Water	\$138.50
18331	neu01	Neumiller & Beardslee	10/10/2019	True	Legal Services	\$1,442.00
18332	Oreil	O'Reilly Auto Parts	10/10/2019	True	2 Ea. Oil filters for STP blowers	\$21.31
18333	per04	Percoco, Ronald	10/10/2019	True	Janitorial/Park Services	\$2,142.00
18334	per04	Percoco, Ronald	10/10/2019	True	Monthly Uniform Laundering	\$600.00
18335	PGE01	PG&E	10/10/2019	True	Monthly Electric Charges	\$608.45
18336	pml01	PML Hardware & Supply Inc.	10/10/2019	True	Monthly Hardware supplies	\$471.32
18337	SUE01	Ray Suess Insurance & Invst	10/10/2019	True	Retired Members Medical SW	\$4,531.62
18338	Ron01	Roni Lynn	10/10/2019	True	Social Media Management	\$2,500.00
18339	SFPUC	San Francisco Public Utilties Commission	10/10/2019	True	Monthly Water Purchase	\$15,314.60
18340	Stream	Streamline	10/10/2019	True	Quarterly Web Maintenance	\$600.00
18341	TUO01	Tuo. Co. Public Power Agency	10/10/2019	True	Public Power Purchase	\$15,055.24
18342	Ver02	Verizon Wireless 5298	10/10/2019	True	Monthly Cell Phone	\$4,342.86
18343	UB*02508	Villarreal, Sammy	10/10/2019	True	Refund Check	\$78.76
115729	Rabo02	Mechanics Bank	10/1/2019	True	Debra Lucas HSA Oct-Dec 2019	\$712.50
115730	MOT05	Oak Valley Community Bank	10/1/2019	True	Steve Williamson Oct-Dec 2019 HSA	\$712.50
115731	OE3	Operating Engineers Local #3	10/1/2019	True	PR Batch 00001.10.2019 Oper Engin Union Dues	\$279.18
902040	DCSS	Dept of Child Support Services	10/1/2019	True	PR Batch 00001.10.2019 Wage Garnish Child Support	\$205.03
902041	EDD01	EDD - Electronic	10/1/2019	True	PR Batch 00001.10.2019 SDI - Employee	\$1,971.37
902042	FedEFTPS	Federal EFTPS	10/1/2019	True	PR Batch 00001.10.2019 Federal Income Tax	\$11,923.60
902043	PER01	Pers - Electronic	10/1/2019	True	PERS SSA 218 Admin fee	\$7,054.93
902044	TD 457	TD Ameritrade Trust Co.	10/1/2019	True	PR Batch 00001.10.2019 457 Deferred Compensation Payroll	\$1,170.00
					TOTAL	\$997,973.30



BOARD MEETING AGENDA SUBMITTAL

MEETING DATE: November 12, 2019

ITEM SUBMITTED BY: Andrew Murphy, Assistant Fire Chief

SUBMITTAL PREPARED BY: Andrew Murphy, Assistant Fire Chief

AGENDA ITEM 6A: Adoption of a Resolution Approving the First Amendment to the 2016 Tuolumne County Fire Service Providers Automatic/Mutual Aid Agreement with the Tuolumne County Fire Service Providers.

RECOMMENDED ACTION

Adopt the Resolution Approving the First Amendment to the 2016 Tuolumne County Fire Service Providers Automatic/Mutual Aid Agreement with the Tuolumne County Fire Service Providers.

BACKGROUND

In 2016, Groveland Community Services District and most of the other fire service providers within the county updated an agreement known in the fire service as an automatic/mutual aid agreement. The 2016 agreement is attached herein. This system was developed and designed to assure the closest most appropriate fire department resources are dispatched to emergencies within the participating jurisdictional boundaries. Agreements for automatic assistance, in fire protection and response to all other emergencies, ensures the most effective use of local fire department resources in the most expedient matter and enhances local fire department personnel working collaboratively through intergovernmental cooperation.

The automatic aid system participants are committed to demonstrate public equity through the reasonable commitment and distribution of resources within their jurisdiction. They also ensure that no participant unfairly benefits at the expense of the other participants. Automatic Aid system participants agree to respond when their respective assigned fire department units are dispatched on an automatic basis. It is assumed that all fire stations within a participating jurisdiction are included in the resource pool for the Computer Aided Dispatch system (CAD). A CAD system automatically determines the closest available, most appropriate unit(s) are dispatched, regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond when available.

The entire scope of this agreement includes automatic assistance in responding to code three emergency responses. Code three emergencies are defined as the use of lights and sirens while responding. Examples of incidents that require code three response include: life threatening medical emergencies, fires of all types, vehicle accidents, hazardous materials incidents, and other incidents where life or property are threatened.

The purpose of this Amendment is to include the addition of the Tuolumne Band of Me Wuk Indians to the master agreement and to add the addition of Section XIV to the Agreement as attached.

The participants in this agreement include the following Parties: Tuolumne County through its Fire Department, Columbia Fire Protection District, Groveland Community Services District through its Fire Department, Jamestown Fire Protection District, Mi Wuk Sugar Pine Fire Protection District, City of Sonora through its Fire Department, Tuolumne Fire District, Twain Harte Community Services District through its Fire Department, California Department of Corrections and Rehabilitation through its Sierra Conservation Center Fire Department, Strawberry Fire Protection District, and the Tuolumne Band of Me Wuk Indians through its Fire Department (individually “Department”; collectively “Departments”).

ATTACHMENTS

- 2016 Tuolumne County Fire Service Providers Automatic/Mutual Aid Agreement in its entirety
- First Amendment to the Automatic/Mutual Aid Agreement Tuolumne County Fire Service Providers

FINANCIAL IMPACTS

None



CAL FIRE
TUOLUMNE COUNTY FIRE DEPARTMENT
Cooperative Fire Protection
Services



Josh White
County Fire Chief

18440 Striker Ct. ♦ Sonora, CA 95370
Tele: 209-533-5100 ♦ Fax: 209-533-5103

Paul Avila
Asst. County Fire Chief

May 17, 2016

To: Board of Supervisors
County of Tuolumne

From: Paul Avila
Assistant County Fire Warden
Tuolumne County Fire Department

SUBJECT: Consideration of approval of the Tuolumne County Fire Service Providers Automatic Aid Agreement with the Tuolumne County fire service providers.

Background

In 2006, Tuolumne County Fire Department and other fire service providers within county entered into an agreement commonly known as Automatic Aid. This system was developed and designed to assure the closest appropriate fire department resource was dispatched to emergencies within the participating jurisdictions boundaries. Tuolumne County through its fire department has been a contributing agency since the formation of a municipal fire department. Agreements for automatic assistance, in fire protection and response to other emergencies, have existed between specific municipalities and governmental jurisdictions to provide the highest levels of service in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation.

The Automatic Aid System participants are committed to demonstrate public equity through the reasonable commitment and distribution of resources within their jurisdiction. They also ensure that no participant unfairly benefits at the expense of the other participants. Automatic Aid System participants agree to respond when their respective assigned fire department units are dispatched on an automatic basis. It is assumed that all fire stations within a participating jurisdiction are included in the

resource pool for the Computer Aided Dispatch System (CAD). A CAD system automatically determines the closest available, most appropriate unit(s), whether located in a fire station or operating in the field, regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond when available.

The scope of this agreement includes automatic assistance in responding to code three emergency responses. Code three emergencies are defined as the use of lights and sirens while responding. Examples of calls that require code three responses are: life threatening medical emergencies, fires, vehicle accidents, hazardous materials incidents and other types of emergency incidents that are within the standard scope of service provided by departments in the Automatic Aid System.

2016 Automatic Aid Agreement

The 2016 Automatic Aid Agreement consists of the following two sections:

1. The Agreement (pages 1-5) which requires Board approval and addresses the command and control components of the agreement.
2. The Operational Response Plan (pages 6-11) and Addendum B (response areas/ map). The Operational Response Plan outlines the response boundaries, types of incidents and response, guidelines governing responses, communications and training. These were all agreed upon by the participating Fire Chiefs

To date all fire agencies within Tuolumne County with the exception of Tuolumne Rancheria Fire Department and the California Department of Corrections and Rehabilitation, -Sierra Conservation Center Fire Department has signed this agreement. Staff will continue to work with these agencies in overcoming any obstacles that may keep their departments from being part of this Agreement.

If this Agreement is approved by your Board, staff will implement the new agreement on Monday May 23, 2016.

Recommendation:

Staff recommends the Board of Supervisors approve this agreement and authorize the Chairman of the Board to sign the Tuolumne County Fire Service Providers Automatic Aid/Mutual Aid Agreement on behalf of the County.

Attachment

**AUTOMATIC AID/MUTUAL AID AGREEMENT
TUOLUMNE COUNTY FIRE SERVICE PROVIDERS**

THIS AUTOMATIC AID/MUTUAL AID AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the following Parties: Tuolumne County through its Fire Department, Columbia Fire Protection District, Mi-Wuk Sugar Pine Fire Protection District, City of Sonora through its Fire Department, Tuolumne Fire District, Groveland Community Services District through its Fire Department, Jamestown Fire Protection District, Twain Harte Community Services District through its Fire Department, California Department of Corrections and Rehabilitation through its the Sierra Conservation Center Fire Department, Strawberry Fire Protection District (individually, "Department"; collectively, "Departments").

WHEREAS, the Parties hereto are geographically located in proximity to each other within the County of Tuolumne; and

WHEREAS, it is to the Parties' mutual benefit that each render reciprocal supplemental assistance in the event of fire or other local fire department related emergencies of a type common to both parties not covered by or within the scope of the California Emergency Management Agency and Civil Defense Master Mutual Aid Agreement, but constituting so-called day-to-day automatic aid arising out of convenience rather than out of extraordinary necessity.

NOW THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

I. OPERATIONAL RESPONSE OF AUTOMATIC AID

The assistance to be rendered pursuant to the Agreement is to be supplementary in nature and the extent of the aid to be furnished is subject to the exercise of discretion on the part of the providing party in order that protection of lives and property within the jurisdictional limits of the providing party shall not be impaired. A written Operational Response Plan (Addendum A) is attached and incorporated by reference into this Agreement. This Plan includes specific boundaries of response, emergency response guidelines, jurisdictional responsibility, communications, and resource availability. In the event of a conflict between this Agreement and Addendum A, the provisions of this Agreement control.

II. COMMAND AUTHORITY

A. Responsible Jurisdiction to Have Command Authority

When a Department responds auto-aid into the neighboring jurisdiction under this Agreement, the Incident Commander of the responsible jurisdiction shall be in command of all staffing and equipment committed to the incident; however, the first officer at the scene will be in command even if it is not their jurisdiction. Command will then be reasonably passed to the first officer at the incident from the responsible jurisdiction.

B. Judicious Use of Personnel and Equipment

It shall be the responsibility of the Incident Commander of the responsible jurisdiction to utilize the staffing and equipment from the jurisdiction providing aid only to the extent that is required to bring the emergency under control.

C. Order of Release

The staff and equipment from the jurisdiction providing aid shall be the first released from the incident.

III. REPORTS

The responsible jurisdiction shall be responsible for completing all required reports, including, but not limited to, reports mandated by local or state government.

IV. COMPENSATION

All services provided by any Department under this Agreement shall be performed without monetary compensation. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to all jurisdictions.

V. LIABILITY/HOLD HARMLESS

Nothing in this Agreement is intended to affect the legal liability of any party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for worker's compensation for its own personnel while furnished to another party or likewise.

Except as expressly stated otherwise herein, the provisions of Government Code section 850.6 shall apply in the performance of providing aid under this Agreement.

1. Personnel: Employees provided in an automatic or mutual aid response shall be considered employees of the party providing them although overall command authority remains with the incident commander.
2. Private Property Damage: The Party receiving aid under this Agreement agrees to indemnify the providing party against claims, demands, loss, costs, and liability for property damaged or destroyed as a result of operations provided at the scene of any incident as a result of providing aid under this Agreement except in those cases where the actions/inactions of the providing Party or its employees, agents, or volunteers providing the aid constitute gross negligence or willful misconduct.
3. Apparatus Damage: Notwithstanding Section V.2 above, each Party providing aid under this Agreement assumes all responsibility for damage to or destruction of its own property, including, but not limited to, emergency apparatus and assigned equipment responding to, at the scene, or returning from aid provided under this Agreement.
4. Personal Property: The Party receiving aid shall NOT be responsible or liable for the loss, theft, damage, or destruction of personal property of persons who are providing aid under this Agreement as an employee of a providing Party.

VI. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of

action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by any party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the jurisdiction which are situated within the respective jurisdictions defined herein.

VII. TERM

This Agreement shall become effective as to each Party when approved or executed by that party and shall remain operative and effective as between each and every Party that has executed this Agreement until participation in this Agreement is terminated by that Party. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other parties who have executed this Agreement.

Any Party to this Agreement may withdraw from participation, at any time, by serving a 30-calendar day notice in writing to all of the other Parties. The thirty (30) calendar day notice period shall commence with the sending of the notice.

VIII. AMENDMENTS TO AGREEMENT

A. This Agreement and any Addendum to this Agreement contains all of the terms and conditions agreed to among the parties. Except as otherwise specified, this Agreement or any Addendum to this Agreement shall not be amended or altered without the written consent of the parties.

B. Revisions to Addenda A or B may be approved upon the mutual written consent of the authorized representatives of the parties as listed in Addendum A.

IX. EXCLUSIONS

Any requests for aid not covered in this Agreement shall be handled under California Emergency Management Master Mutual Aid.

X. NOTICE

Any and all notices, reports or other communications to be given under this Agreement shall be given to the persons representing the respective parties as provided in Addendum A.

XI. SOLE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and shall supersede all prior Mutual-Aid Agreements between the Parties. This Agreement shall also supersede any and all other prior contemporaneous agreements and understandings, oral or written, in connection therewith.

XII. ENFORCEABILITY AND SEVERABILITY

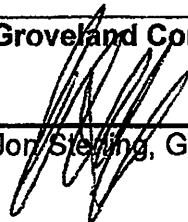

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

XIII. COUNTERPARTS


This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[signatures follow on next page]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the day and year first hereinabove written.

County of Tuolumne	City of Sonora
Karl Rodefer, Chair Board of Supervisors	Ron Stearn, Mayor City Council
Tuolumne Fire District	Twain Harte Community Services District
Ronald Caperton, Chair Board of Directors	Tom Trott, General Manager
Mi-Wuk Sugar Pine Fire Protection District	CDCR Sierra Conservation Center
John Johnson, President Board of Directors	Joel Martinez, Warden (A)
Columbia Fire Protection District	
Stan Steiner, President Board of Directors	
Groveland Community Services District	Jamestown Fire Protection District
 4-15-16 Jon Sterling, General Manager	 4/22/16 Robert Hickey, President
Strawberry Fire Protection District	
Lee Dempsey, President Board of Directors	
APPROVED AS TO LEGAL FORM: TUOLUMNE COUNTY COUNSEL	
By	


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County of Tuolumne	City of Sonora
Karl Rodefer, Chair Board of Supervisors	Ron Stearn, Mayor City Council
Date	Date
Tuolumne Fire District	Twain Harte Community Services District
Ronald Caperton, Chair Board of Directors	Tom Trott, General Manager
Date	Date
Mi-Wuk Sugar Pine Fire Protection District	CDCR Sierra Conservation Center
John Johnson, President Board of Directors	Joel Martinez, Warden (A)
Date	Date
Columbia Fire Protection District	
Stan Steiner, President Board of Directors	
Date	
Groveland Community Services District	Jamestown Fire Protection District
Jon Sterling, General Manager	Robert A. Hickey, Sr., President Board of Directors
Date	Date
Strawberry Fire Protection District	
 Lee Dempsey, President Board of Directors	
Date	
APPROVED AS TO LEGAL FORM: TUOLUMNE COUNTY COUNSEL	
By	

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County of Tuolumne	City of Sonora
Karl Rodefer, Chair Board of Supervisors	Ron Stearn, Mayor City Council
Date	Date
Tuolumne Fire District	Twain Harte Community Services District
 Ronald Caperton, Chair Board of Directors	Tom Trott, General Manager
03/14/2016 Date	Date
Mi-Wuk Sugar Pine Fire Protection District	CDCR Sierra Conservation Center
John Johnson, President Board of Directors	Joel Martinez, Warden (A)
Date	Date
Columbia Fire Protection District	
Stan Steiner, President Board of Directors	
Date	
Groveland Community Services District	Jamestown Fire Protection District
Jon Sterling, General Manager	Robert A. Hickey, Sr., President Board of Directors
Date	Date
Strawberry Fire Protection District	
Lee Dempsey, President Board of Directors	
Date	
APPROVED AS TO LEGAL FORM: TUOLUMNE COUNTY COUNSEL	
By	

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Ronald Caperton, Chair Board of Directors	Tom Trott, General Manager
Mi-Wuk Sugar Pine Fire Protection District	CDCR Sierra Conservation Center
John Johnson, President Board of Directors	Joel Martinez, Warden (A)
Columbia Fire Protection District  Stan Steiner, President Board of Directors	
Groveland Community Services District	Jamestown Fire Protection District
Jon Sterling, General Manager	Robert A. Hickey, Sr., President Board of Directors
Strawberry Fire Protection District	
Lee Dempsey, President Board of Directors	
APPROVED AS TO LEGAL FORM: TUOLUMNE COUNTY COUNSEL	
By _____	


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the day and year first hereinabove written.

County of Tuolumne	City of Sonora <i>Ron Stearn</i> 3/7/2016
Karl Rodefer, Chair Board of Supervisors Date	Ron Stearn, Mayor City Council Date
Tuolumne Fire District	Twain Harte Community Services District
Ronald Caperton, Chair Board of Directors Date	Tom Trott, General Manager Date
MI-Wuk Sugar Pine Fire Protection District	CDCR Sierra Conservation Center
John Johnson, President Board of Directors Date	Joel Martinez, Warden (A) Date
Columbia Fire Protection District	
Stan Steiner, President Board of Directors Date	
Groveland Community Services District	Jamestown Fire Protection District
Jon Sterling, General Manager Date	Robert A. Hickey, Sr., President Board of Directors Date
Strawberry Fire Protection District	
Lee Dempsey, President Board of Directors Date	
APPROVED AS TO LEGAL FORM: TUOLUMNE COUNTY COUNSEL	
By _____	

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County of Tuolumne	City of Sonora
Karl Rodefer, Chair Board of Supervisors	Ron Stearn, Mayor City Council
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Stan Steiner, President Board of Directors	
Groveland Community Services District	Jamestown Fire Protection District
Jon Sterling, General Manager	Robert A. Hickey, Sr., President Board of Directors
Strawberry Fire Protection District	
Lee Dempsey, President Board of Directors	
APPROVED AS TO LEGAL FORM: TUOLUMNE COUNTY COUNSEL	
By	

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County of Tuolumne	City of Sonora
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Tuolumne Fire District	Twain Harte Community Services District
Ronald Caperton, Chair Board of Directors	Tom Trott, General Manager
Mi-Wuk Sugar Pine Fire Protection District	CDCR Sierra Conservation Center
 3/8/16 John Johnson, President Board of Directors	Joel Martinez, Warden (A)
Columbia Fire Protection District	
Stan Steiner, President Board of Directors	
Groveland Community Services District	Jamestown Fire Protection District
Jon Sterling, General Manager	Robert A. Hickey, Sr., President Board of Directors
Strawberry Fire Protection District	
Lee Dempsey, President Board of Directors	
APPROVED AS TO LEGAL FORM: TUOLUMNE COUNTY COUNSEL	
By	

**ADDENDUM A
OPERATIONAL RESPONSE PLAN**

Automatic/Mutual Aid Response

Operational Response Plan

A. Response Boundaries

Departments shall respond into those areas identified by their specific color on the attached map (Addendum B). The concept and practice of dispatching the closest, most appropriate resource to any and all emergencies will be utilized, and without regard to jurisdiction or statutory responsibility of either the resource dispatched or the agency wherein the incident occurs.

B. Type of Incidents

Automatic aid shall be utilized whenever there is an incident that requires a code three emergency response. Examples include the following incidents, but are not limited to:

- 1) Medical Emergencies
- 2) Vehicle Accidents
- 3) Vehicle Fires
- 4) Vegetation Fires

C. Type of Response

Tuolumne County Fire Service Providers automatic aid response shall consist of one engine company and/or truck company with a minimum of two person staffing, responding into the area delineated and identified in color on the map. See Addendum B

D. Guidelines Governing Response and Commitment to an Emergency

- 1) Immediate emergencies that require the use of red lights and sirens by responding fire vehicles shall be a part of this Agreement. Non Immediate calls such as public service assists, post fire investigations, and other responses that do not require the use of red lights and sirens shall not be a part of this Agreement.
- 2) When both jurisdictions are responding to an emergency along a common border, and jurisdictional responsibility has been identified by arriving units, the jurisdiction providing aid in accord with this Agreement shall work under this direction of the responsible jurisdiction.

- 3) The jurisdiction providing aid shall remain on the scene of the emergency until released by the incident commander of the responsible jurisdiction. Such release shall be as expeditious as possible.
- 4) It shall be the responsibility of the incident commander on the scene to summon additional personnel and equipment if needed to handle the emergency.
- 5) The incident commander on the scene will determine the need for continued response by other dispatched units.
- 6) The Incident Command System will be used in the management /mitigation of all incidents.
- 7) The jurisdiction providing aid to an emergency shall meet applicable State and Federal standards (Title 8 and Title 22).

E. Communication

The San Andreas Emergency command center (ECC), responsible for dispatching within the jurisdiction of the incident, will be the center for all ordering and communications. The Command and Tactical Frequencies will be identified by the ECC. Any radio traffic (report on conditions, cancellation of resources, resource requests, etc.) will be done through the ECC.

Tuolumne County Radio Frequencies

- o TCU Local Net – RX -151.1750, TX – 159.4500
- o Tuolumne Command – RX – 151.1300, TX – 158.6925
- o CDF TAC 2 – 151.1600
- o CDF TAC 5 – 151.2500
- o Tuolumne TAC – 155.4900

F. Commitment to Joint Training

All parties to this Agreement shall schedule and participate in joint training exercises. The training exercises shall be mutually agreed upon subject matter, times and locations to ensure that optimum performance levels are maintained.

Authorized Representatives:

As provided in Section VIII(B) of the Agreement, the following individuals are authorized to approve written amendments to this Addendum A for their respective Department. Any and all notices, reports or other communications to be given to any party shall be given to the persons representing the respective parties at the following addresses:

Party:	Tuolumne County Fire
Address:	18440 Striker Court
City:	Sonora
State:	CA
Zip:	95370
Phone:	209-533-5100
Fax:	209-533-5103
Email:	Josh.White@fire.ca.gov
Authorized Representative Name:	Josh White
Party:	City of Sonora
Address:	201 S. Shepherd Street
City:	Sonora
State:	CA
Zip:	95370
Phone:	209-532-7432
Fax:	209-532-5936
Email:	firechief@sonoraca.com
Authorized Representative Name:	Aimee New
Party:	Groveland CSD
Address:	18966 Ferretti Rd.
City:	Groveland
State:	CA
Zip:	95321
Phone:	209-533-5100
Fax:	209-533-5103
Email:	Josh.White@fire.ca.gov
Authorized Representative Name:	Josh White

Party:	Jamestown FPD
Address:	18249 4 th Ave.
City:	Jamestown
State:	CA
Zip:	95327
Phone:	209-533-5100
Fax:	209-533-5103
Email:	Josh.White@fire.ca.gov
Authorized Representative Name:	Josh White
Party:	Mi-Wuk Sugar Pine FPD
Address:	24247 Highway 108
City:	Mi-Wuk Village
State:	CA
Zip:	95346
Phone:	209-586-5256
Fax:	209-586-0265
Email:	lcrabtree@mwsfire.com
Authorized Representative Name:	Larry Crabtree
Party:	Tuolumne Fire District
Address:	18690 Main Street
City:	Tuolumne
State:	CA
Zip:	95379
Phone:	209-928-4505
Fax:	209-928-9723
Email:	ohlernick@gmail.com
Authorized Representative Name:	Nick Ohler

Party:	Columbia FPD
Address:	11328 Jackson Street
City:	Columbia
State:	CA
Zip:	95310
Phone:	209-532-3772
Fax:	209-532-0788
Email:	C740ferriera@gmail.com
Authorized Representative Name:	Mark Ferreira
Party:	Strawberry Fire Protection District
Address:	28217 Tanager Lane (PO Box 1185)
City:	Pinecrest
State:	CA
Zip:	95364
Phone:	209-965-3513
Fax:	209-586-4808
Email:	tmcneal@twainhartecsd.com
Authorized Representative Name:	Todd McNeal

**ADDENDUM B
OPERATIONAL RESPONSE AREA MAP**

Tuolumne County

L5, L2, O2, O7, N3B, O5B, O5E, O5D, O5A, O3A, O5A, O3A, O5C, O5F, O3Q

Columbia Fire Protection District

L2, B7, L1A, L1B, L3B, L3C, L3E, L3F, L4B, L4C, L4E, L4F, STF10, STF11C

Sonora City Fire Department

L5, L10B, L10E, L10F, L10H, L10K, L11B, L1A, L1B, L2, L3A, L3B, L3C, L3D, L3E, L3F, L4A, L4C, L4D, L4E, L4F, L6A, L6B, L6D, L8, L9A, L9B, L9C, L9E, L9F, L9H, L10A, L10L

Twain Harte Community Services District

O2, O1A, O1B, O1C, O1D, O1F, O1G, O1H, O1J, O1K, O1L, O1M, O1N, O3A, O3B, O3C, O3D, O3E, O3F, O3G, O3H, O3I, O3J, O3K, O3L, O3M, O3N, O3O, O3Q, O5A, O5B, O5D, O6A, O6B, O6C, O6D, O6E, O6F, O7, STF13A, STF13B, STF13C, STF32, L6C, L6E, L10G, STF11D, STF13A

Mi-Wuk Sugarpine Fire Protection District

O5C, O5F, O3A, O3B, O1B, O1N, O3C, O1A, O1I, O5B, O1G, O1E, O1D, O6D, O6E, O6C, O6F, O6A, O5B, O1M, O3F, O1J, O1K, O3D, O3H, O3L, O3J, O3N, O3M, O3K, O3I, O3G, O1F, O1H, O5A, O5E, O5D, O4E, O3Q, O7, STF11C, STF11A, STF11B, STF12A, STF13B, STF13A, STF 15

Tuolumne Fire District

O5A, O5B, O5C, O5D, O5E, O5F, O4E, O3Q, O3M, O3A, O4A, L10J, O4B, O4C, L10D, O3N, O3O, O3J, L10C, O3I

**ADDENDUM B
OPERATIONAL RESPONSE AREA MAP**

Sierra Conservation Center

C10, C7B, L7A, L7C, L11A, P2, P4, P7A, P7B, P5, P6,

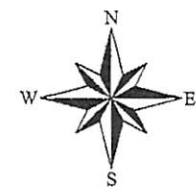
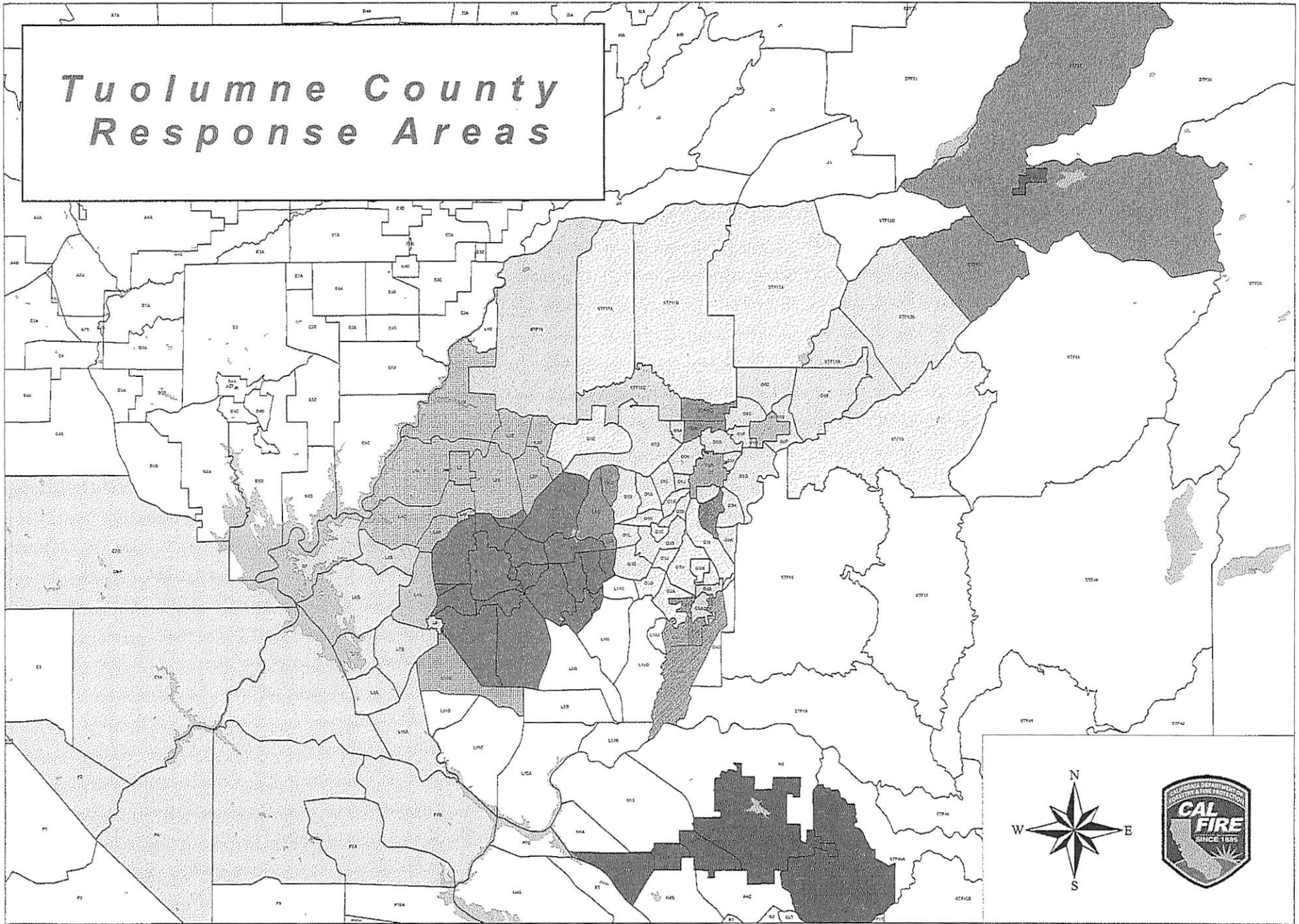
Strawberry Fire Protection District

STF32S

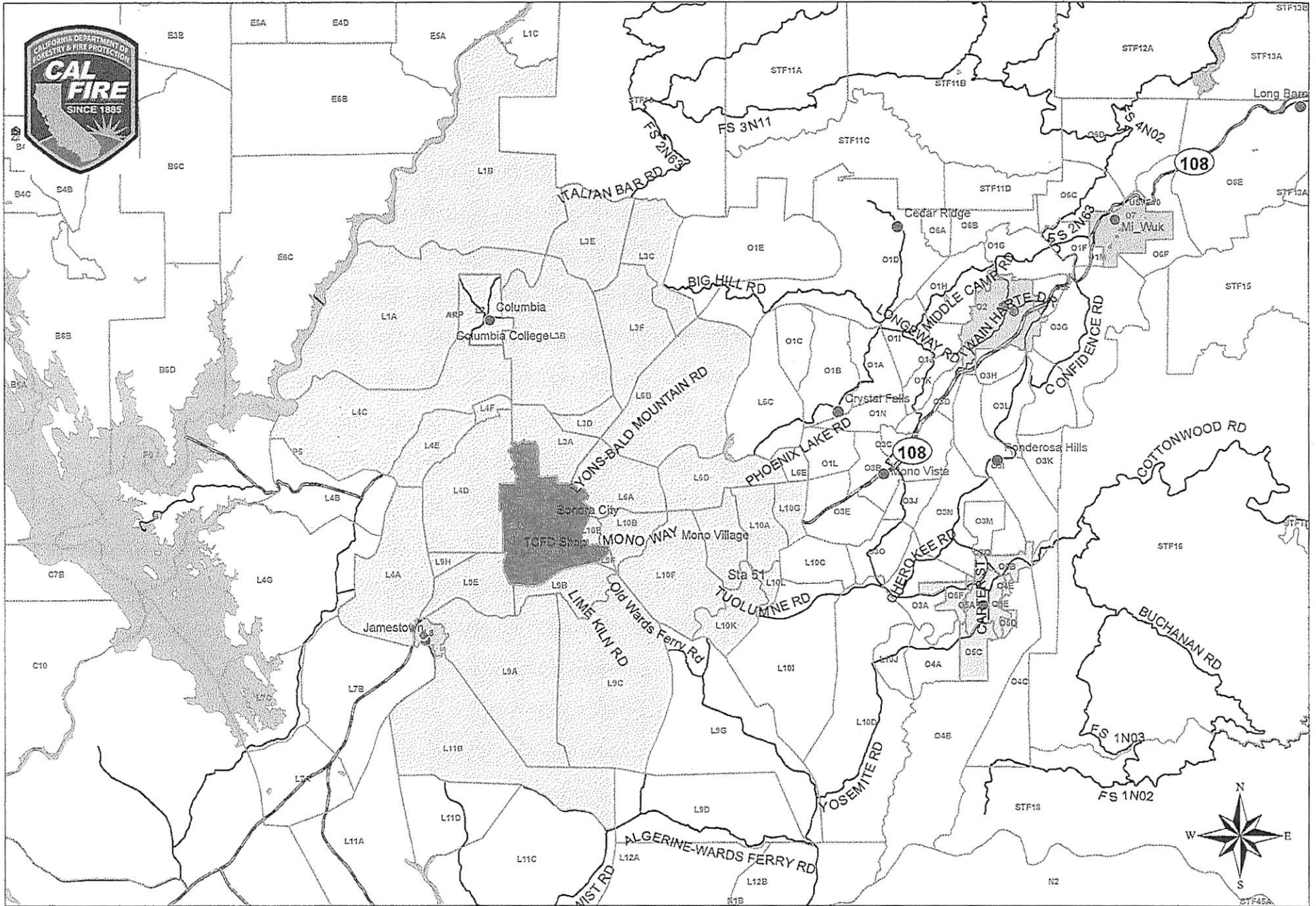
Groveland Community Service District

N3A, N3B, N4A, N5

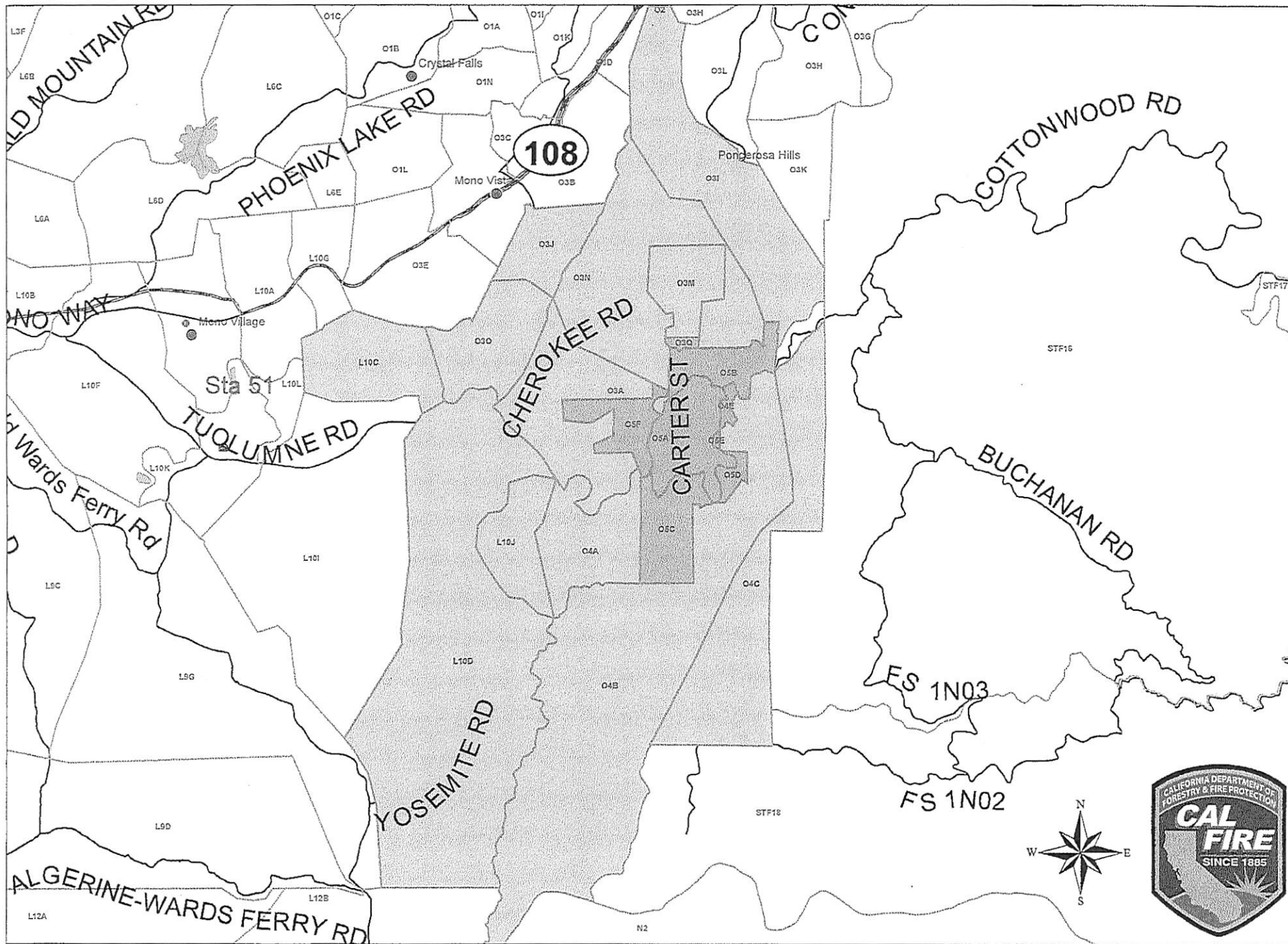
Tuolumne County Response Areas



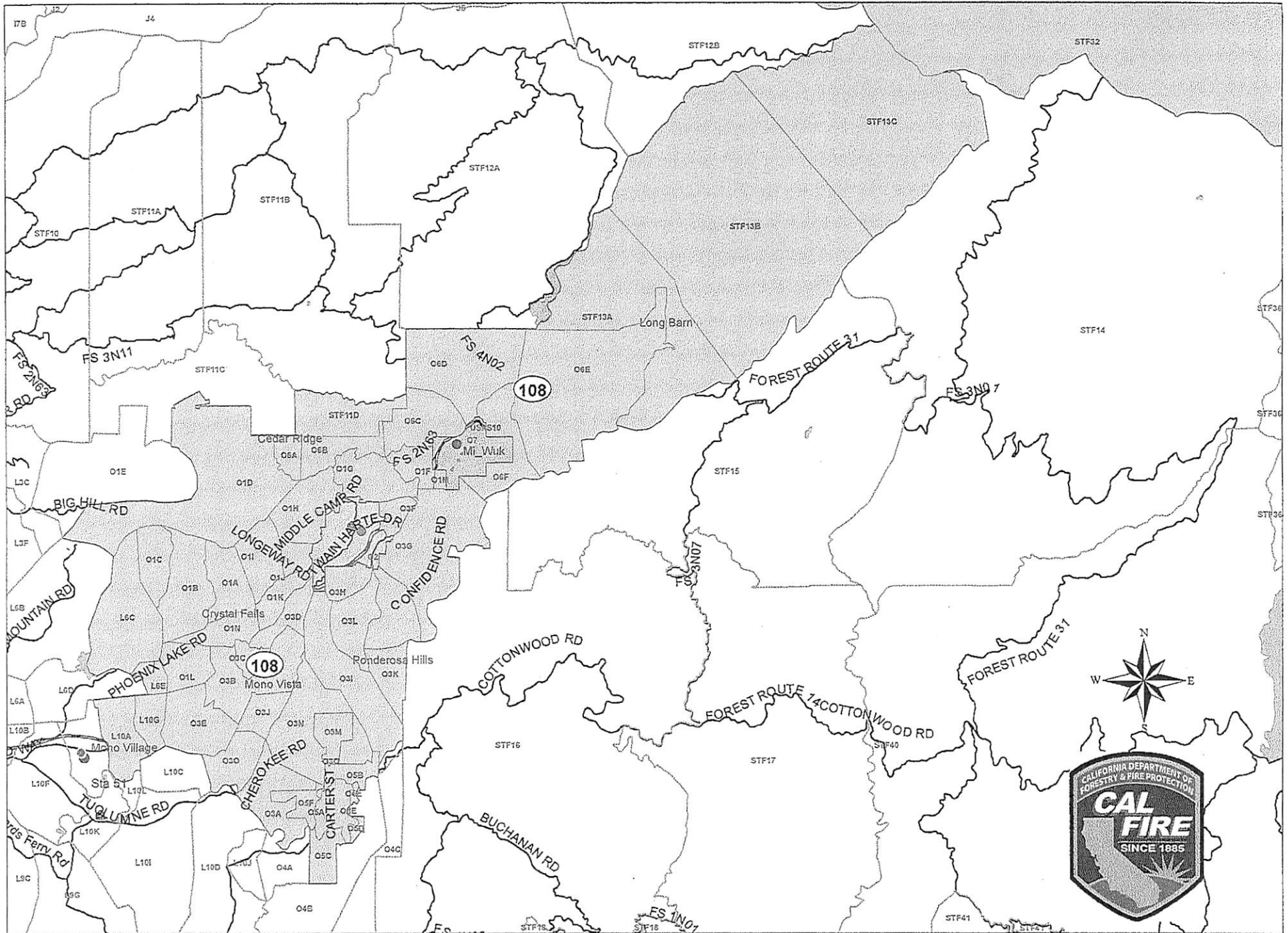
- | | | | | |
|-------------------------------------|--------------------------------------------------|------------------------------|------------------------------|-----------------------------------|
| Shared by Sonora City/Sierra Center | Shared by Tuolumne City/Rancheria/Twain Harte | Columbia Fire Response Areas | Sonora City Response Areas | Tuolumne Rancheria Response Areas |
| Shared by Sonora City/Columbia Fire | Shared by Twain Harte Fire/Mi Wuk Fire | Mi Wuk Fire Response Areas | Strawberry Fire District | Twain Harte Response Areas |
| Shared by Tuolumne City/Rancheria | Shared by Rancheria/Twain Harte Fire/Mi Wuk Fire | Sierra Center Response Areas | Tuolumne City Response Areas | Groveland CS District |



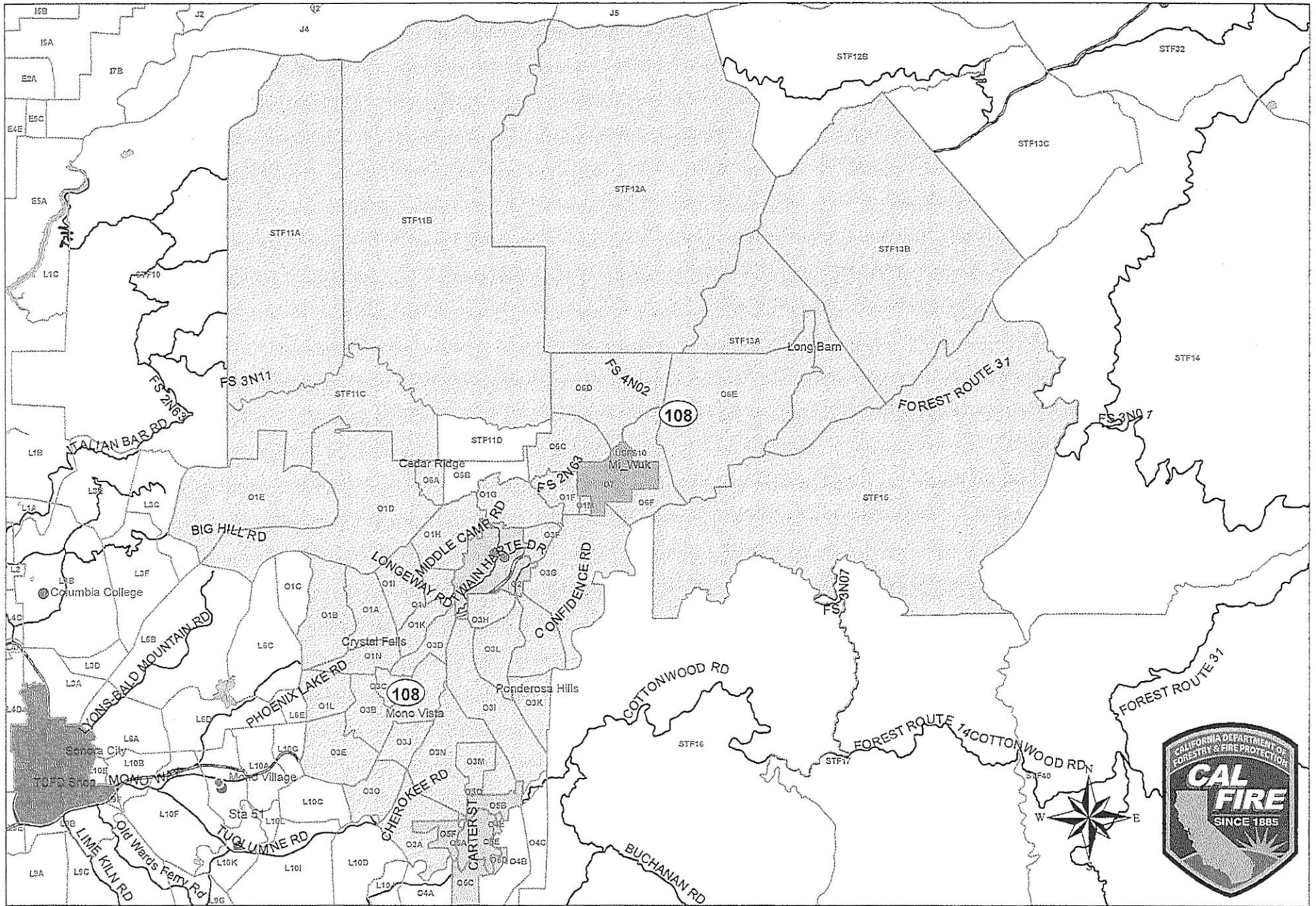
Sonora City Fire Response Areas



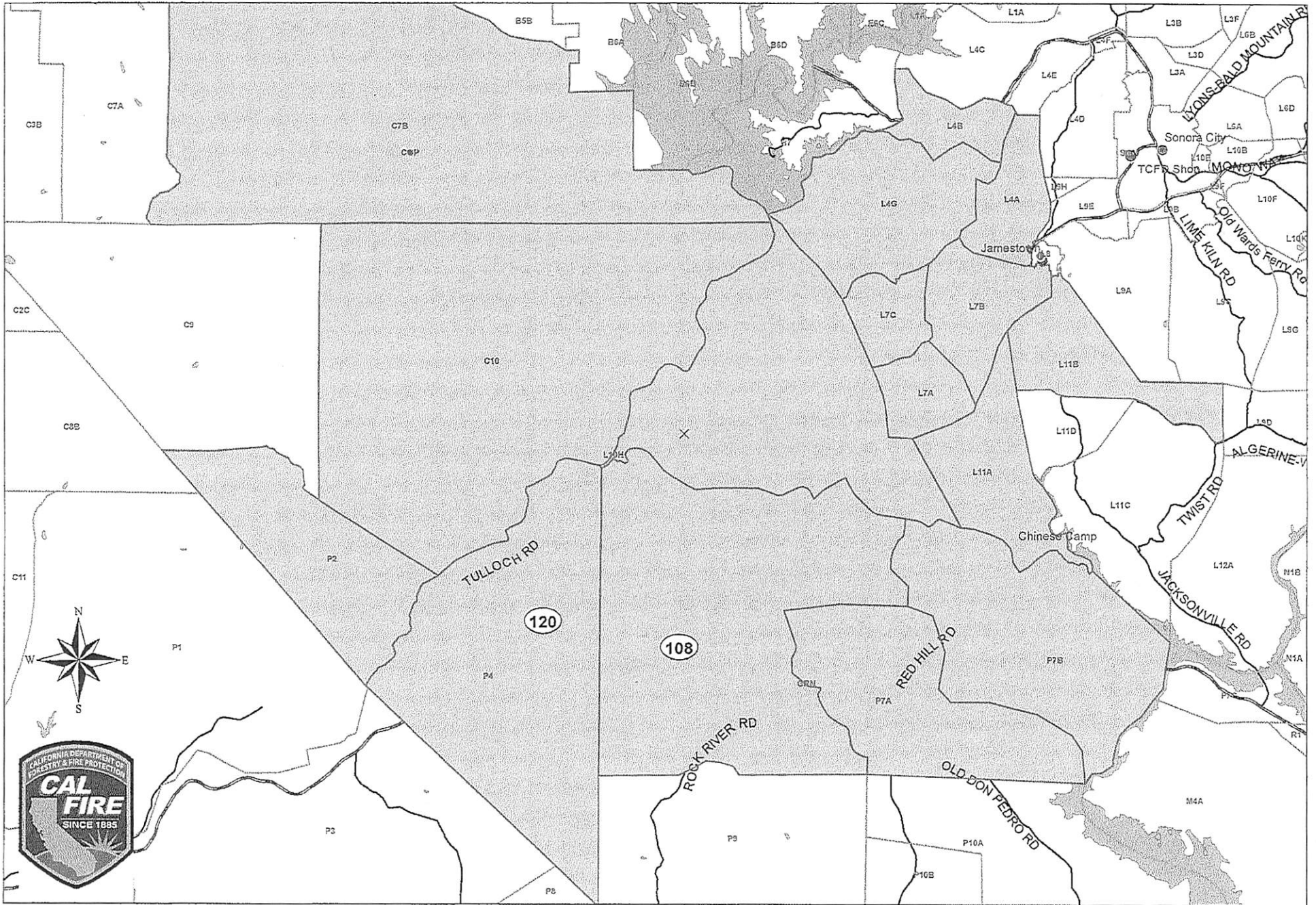
Tuolumne City Fire Response Areas



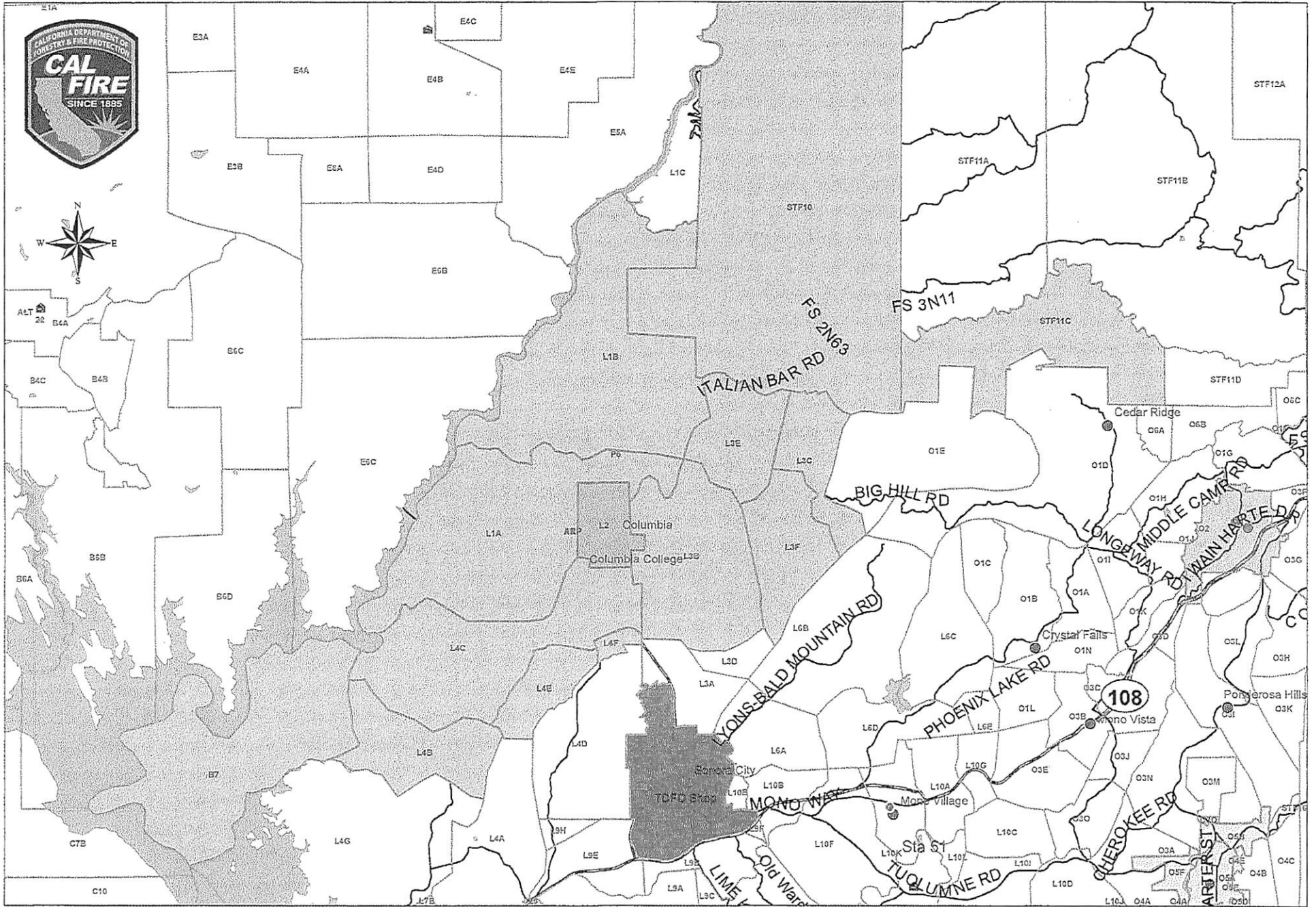
Twain Harte Fire Response Areas



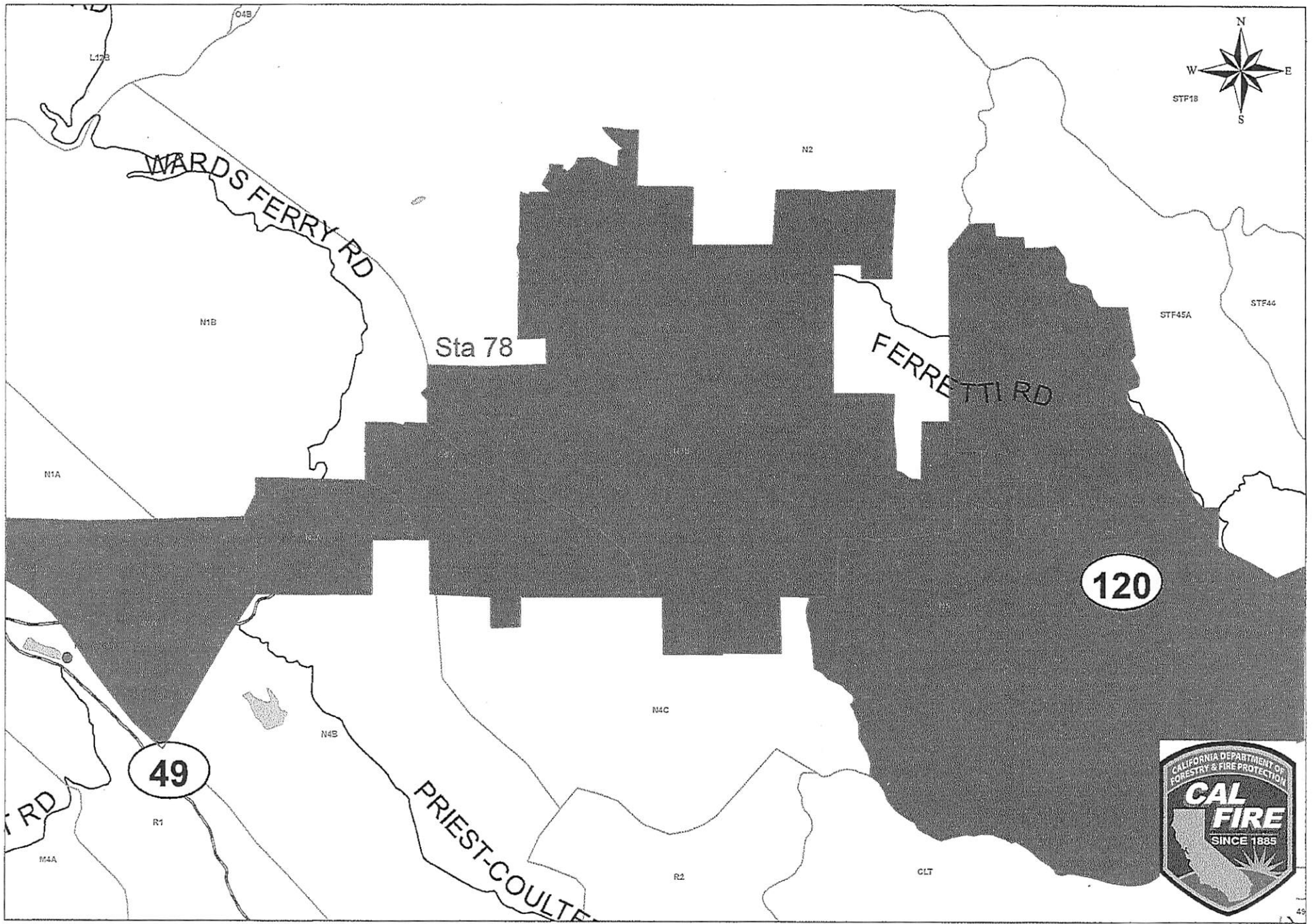
Mi-Wuk Fire Response Areas



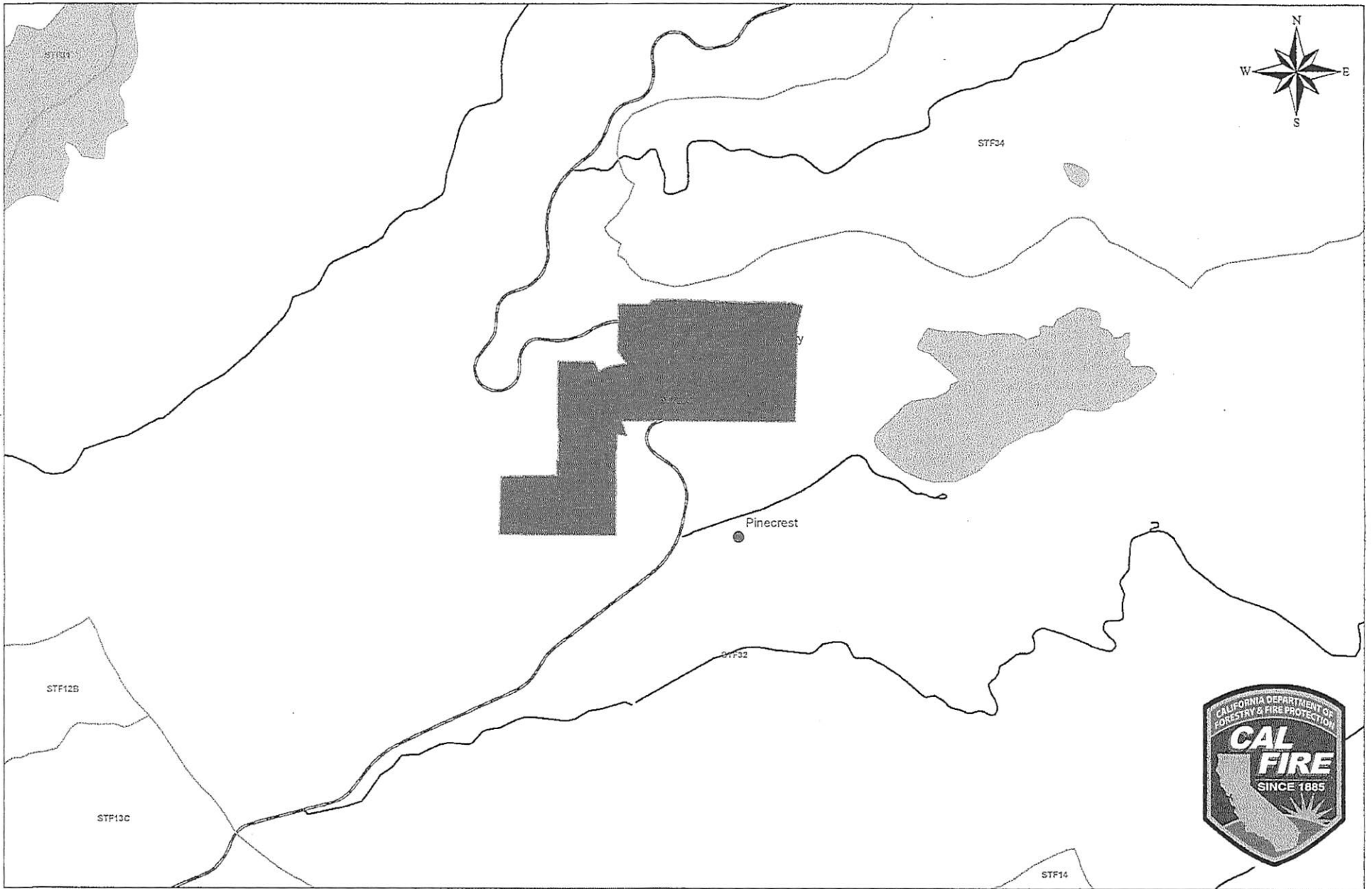
Sierra Center Response Areas



Columbia Fire District Response Areas



Groveland CSD Response Areas



Strawberry Fire Response Areas

RESOLUTION 48-19

ATTACHMENT 1

FIRST AMENDMENT TO AUTOMATIC AID/MUTUAL AID AGREEMENT TUOLUMNE COUNTY FIRE SERVICE PROVIDERS

THIS FIRST AMENDMENT TO AUTOMATIC AID/MUTUAL AID AGREEMENT (hereinafter referred to as "First Amendment") is entered into by and between the following Parties: Tuolumne County through its Fire Department, Columbia Fire Protection District, Mi-Wuk Sugar Pine Fire Protection District, City of Sonora through its Fire Department, Tuolumne Fire District, Groveland Community Services District through its Fire Department, Jamestown Fire Protection District, Twain Harte Community Services District through its Fire Department, California Department of Corrections and Rehabilitation through its Sierra Conservation Center Fire Department, Strawberry Fire Protection District, and the Tuolumne Band of Me-Wuk Indians through its Fire Department (individually, "Department"; collectively, "Departments").

WHEREAS, all the Parties hereto, except the Tuolumne Band of Me-Wuk Indians (hereinafter referred to as the "Tribe"), entered into that certain Automatic Aid/Mutual Aid Agreement (the "Agreement") in 2016 whereby the parties would provide mutually beneficial reciprocal supplemental assistance in the event of fire or other local fire department related emergencies of a type common to both parties; and

WHEREAS, the Tribe and all the Departments desire the Tribe to be a signatory to the Agreement through this First Amendment.

NOW THEREFORE, in consideration of their mutual covenants, the parties hereto agree to add the Tuolumne Band of Me-Wuk Indians as a party to the Agreement. Furthermore, the Parties agree to add Section XIV to the Agreement as follows:

XIV. LIMITED WAIVER OF SOVEREIGN IMMUNITY

The Tuolumne Band of Me-Wuk Indians hereby expressly provides a limited waiver of its sovereign immunity and its right to assert sovereign immunity with respect to any claim brought under Section V of the Agreement to the extent that such claims are expressly covered by the liability insurance coverage and policy limits of the Tribe without regard to any deductible amount contained in the insurance policy. No other waiver of immunity shall be deemed to be granted, either expressly or impliedly, under this Automatic Aid/Mutual Aid Agreement. This waiver shall not be deemed to run in favor of any third party, nor shall this Automatic Aid/Mutual Aid Agreement be deemed to be a third-party beneficiary contract of any kind except as to those specific governmental agencies provided for herein. The Tribe's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity consistent with this Section and attached hereto and incorporated herein as Addendum C.

All provisions of the Agreement shall remain in full force and effect and unchanged, except as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the day and year first hereinabove written.

County of Tuolumne

City of Sonora

By: _____ Date

Tuolumne Fire District

By: _____ Date

Twain Harte Community Services District

By: _____ Date

Mi-Wuk Sugar Pine Fire Protection District

By: _____ Date

CDC Sierra Conservation Center

By: _____ Date

Columbia Fire Protection District

By: _____ Date

Tuolumne Band of Me-Wuk Indians

By: _____ Date

Groveland Community Services District

By: _____ Date 9-12-19

Jamestown Fire Protection District

By: _____ Date

Strawberry Fire Protection District

By: _____ Date

By: _____ Date

**APPROVED AS TO LEGAL FORM:
TUOLUMNE COUNTY COUNSEL**

By: _____ Date

Addendum C



TUOLUMNE ME-WUK TRIBAL COUNCIL

Post Office Box 699

TUOLUMNE, CALIFORNIA 95379

Telephone (209) 928-5300

Fax (209) 928-1677

RESOLUTION APPROVING AUTOMATIC AID/MUTUAL AID AGREEMENT AND CORRESPONDING AMENDMENT WITH TUOLUMNE COUNTY FIRE AGENCIES

Resolution # 00-021-19

Be it Resolved by the Community Council of the Tuolumne Band of Me-Wuk Indians,

WHEREAS: The Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California (the "Tribe") is a federally recognized Indian Tribe with a Constitution approved by the Secretary of the Interior; and

WHEREAS: The Tribe, along with Tuolumne County and all other fire districts in the County of Tuolumne desire to have an automatic aid/mutual aid agreement whereby all fire departments in the county coordinate fire response services with the County of Tuolumne; and

WHEREAS: The County of Tuolumne and all other fire departments in the County were parties to an Automatic Aid/Mutual Aid Agreement in 2016 which the Tribe now desires to join as a party pursuant to the attached First Amendment to that certain 2016 agreement; and

WHEREAS: The assurance of assistance set forth in the attached Automatic Aid/Mutual Aid, as amended (the "Agreement"), shall constitute the sole consideration of performance hereof and no party shall be obligated to reimburse the other for any action taken or aid rendered, or for use of material damage to equipment, or liability incurred which may be in the course of rendering the firefighting or medical assistance except as expressly provided for in the agreement; and

WHEREAS: The attached agreement contains a limited waiver of sovereign immunity in favor only of the parties to the agreement and only as to enforcement of the terms of the agreement;

NOW, THEREFORE, BE IT RESOLVED: the Tribe hereby authorizes the Chairman to sign the attached First Amendment to Automatic Aid/Mutual Aid Agreement for the Tuolumne Rancheria Fire Department to provide automatic aid and mutual aid pursuant to the terms and conditions set forth therein.


BE IT FURTHER RESOLVED THAT the Tribe hereby extends to only the parties to the agreement a limited waiver of sovereign immunity as follows:

The tribe hereby waives its sovereign immunity in favor of the parties to the First Amendment to Automatic Aid/Mutual Aid and no other as to the enforcement of the Tribe's obligations under the attached Automatic Aid/Mutual Aid solely as provided for in Section XIV of the Agreement which provides a limited waiver only for claims brought under Section V of the agreement and only to the extent such claims are covered by the liability insurance coverage and limits of the Tribe. Except as so limited, no other waiver of immunity shall be deemed to be granted, either expressly or impliedly, under this Automatic Aid/Mutual Aid Agreement. This waiver shall not be deemed to run in favor of any third party, nor shall this Automatic Aid/Mutual Aid Agreement be deemed to be a third-party beneficiary contract of any kind.


BE IT FURTHER RESOLVED THAT this Agreement will remain in force and in effect from the date approved by the Community Council unless terminated pursuant to the termination provisions contained therein.

CERTIFICATION

I, Kevin A. Day, Chairman of the Tuolumne Band of Me-Wuk Indians, hereby certify that the foregoing Resolution was adopted on July 18, 2019 pursuant to a duly called meeting of the Tuolumne Me-Wuk Community Council, at which a quorum was present, by a vote of 72 yes, 1 no, and 2 abstentions.



Kevin Day, Chairman
7-19-19
Date



Attest – Tribal Member at Large
7.19.19
Date

RESOLUTION 48-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING AMENDMENT NUMBER 1 TO THE 2016 TUOLUMNE COUNTY FIRE SERVICE PROVIDERS MUTUAL/AUTOMATIC AID AGREEMENT

WHEREAS, The District approved and executed the 2016 Tuolumne County Fire Service Providers Mutual/Automatic Aid Agreement on April 15, 2016; and

WHEREAS, Amendment 1 to the Mutual/Automatic Aid Agreement is proposed to add the Tuolumne Band of Me Wuk Indians as a signatory to said Agreement.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approve Amendment Number 1 to the 2016 Tuolumne County Fire Service Providers Mutual/Automatic Aid Agreement, included as Attachment 1.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 12, 2019, by the following vote:

AYES: Directors

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Jennifer Flores, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer Flores, 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 12, 2019.

DATED: _____

MEETING DATE: November 12, 2019

ITEM SUBMITTED BY: Andrew Murphy

SUBMITTAL PREPARED BY: Andrew Murphy

AGENDA ITEM: Item 6B: Adoption of a Resolution Authorizing Application for the California Climate Investments (CCI) Department of Forestry and Fire Protection, Fire Prevention Grant for the GCSD Properties Fuels Reduction Project, and Authorize the General Manager to Sign the Grant Agreement and any Related Documents

RECOMMENDED ACTION

Adoption of a Resolution Authorizing Application for the California Climate Investments (CCI) Department of Forestry and Fire Protection, Fire Prevention Grant for the GCSD Properties Fuels Reduction Project, and Authorize the General Manager to Sign the Grant Agreement and any Related Documents.

BACKGROUND

The State of California has continued the fire prevention grant program under the California Climate Investments (CCI) grant program. This program is funded with Cap-and Trade auction proceeds appropriated by the California Legislature to agencies administering the California Climate Investments funds. For CAL FIRE FY 2019/2020 budget, approximately \$155 million dollars was allocated to CAL FIRE's Forest Health and Fire Prevention Programs. Goals of this program are to improve resiliency of forested and forest-adjacent communities and upper watershed forests while achieving climate goals.

In 2018 the District applied for and was later awarded approximately \$160,000.00 for a fuel break on District property on Jones Hill through this grant program. This year the District staff would like to apply for the grant to provide funds to complete defensible space and fuels modifications around District infrastructure and rights of way to protect vital community assets from catastrophic wildfire. The funds needed to complete these goals are still being determined and will be reported at the December Board meeting. The application is due by December 4, 2019 and staff are currently working diligently to identify needs and funds required.

ATTACHMENTS

- Draft resolution authorizing application

FINANCIAL IMPACTS

This is a non-matching grant and would require no District funds.

RESOLUTION 49-19

GROVELAND COMMUNITY SERVICES DISTRICT RESOLUTION AUTHORIZING APPLICATION FOR THE CALIFORNIA CLIMATE INVESTMENTS (CCI) DEPARTMENT OF FORESTRY AND FIRE PROTECTION, FIRE PREVENTION GRANT FOR THE GCSD PROPERTIES FUELS REDUCTION PROJECT AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE GRANT AGREEMENT AND ANY RELATED DOCUMENTS

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program; and

WHEREAS, the Groveland Community Services District will enter into an agreement with the State of California to carry out the Hazardous Fuel Reduction/Maintenance and Tree Mortality Removal Project.

NOW, THEREFORE, BE IT RESOLVED, that this Board of Directors of the Groveland Community Services District does hereby:

1. Approve the filing of an application for the “California Climate Investment Fire Prevention Grant Program”; and
2. Certify that said applicant has or will have sufficient funds to operate and maintain the project; and
3. Certify that funds under the jurisdiction of the Groveland Community Services District are available to begin the project; and
4. Certify that said applicant will expend grant funds prior to the term of the grant program or any extensions thereof.
5. Appoints the General Manager or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

THE FOREGOING RESOLUTION was introduced at the regular meeting of the Board of Directors held on November 12, 2019, and was passed by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Presiding Officer

Attest:

Clerk/Secretary



TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: November 12, 2019

SUBJECT: Agenda Item 6C: Adoption of a Resolution Authorizing the Execution and Delivery by the District of an Installment Purchase Contract with Municipal Finance Corporation and Authorizing the Execution of Other Necessary Documents and Related Actions for the Refinancing of the District's Wastewater Revenue Refunding Bonds, Series 2014 (the "2014 Bonds") and Loan Funding for the 2019 Wastewater System Improvements

RECOMMENDED ACTION

Motion to Adopt a Resolution Authorizing the Execution and Delivery by the District of an Installment Purchase Contract with Municipal Finance Corporation and Authorizing the Execution of Other Necessary Documents and Related Actions for the Refinancing of the District's Wastewater Revenue Refunding Bonds, Series 2014 (the "2014 Bonds") and Loan Funding for the 2019 Wastewater System Improvements

BACKGROUND

On October 8, 2019, the Board of Directors adopted Resolution 46-19, attached, approving the 2019 Wastewater Treatment Plant and Lift Station #2 Improvements Project and authorizing management to submit a loan request to the Special District Finance Authority. Also at the October 8, 2019 meeting, the Board authorized management to engage the Services of the CSDA Finance Corporation to Proceed with Development of the Agreements Necessary for the Refunding of the Existing 2014 District Wastewater Bonds. For the purposes of this agenda item, the correct name of CSDA Finance Corporation will be used.

Throughout the past month, management has been working with the Finance Corporation, Special Bond Counsel and GCS D legal counsel in the preparation of the necessary documentation and agreement to accomplish both the new loan for the 2019 Wastewater Project and refinancing of the 2014 Bonds. Attached hereto are several lengthy documents, which have been reviewed by GCS D's General Legal Counsel. The amount of financing is estimated at \$3,418,000, comprised of \$1,893,000 in refunding proceeds (2014 bonds), \$1,500,000 for new capital improvements and \$25,000 for costs of issuance (financing costs).

As discussed at our October 2019 meeting, refinancing the 2014 bonds results in a net present value savings of \$71,542.66, and the debt is paid off in 2026 rather than 2027.

The new loan covers the cost of a project that is critically necessary and will save significant staff time and produce efficiencies and operating cost savings. The new loan interest rates are at historically low, competitive amounts and the annual payments of \$105,838 will be paid out of the funds generated from the 2018 and 2019 sewer rate increases already in place.

ATTACHMENTS

1. The **Installment Purchase Contract** which sets forth the terms and conditions of the new loan and refinancing of the 2014 bonds
2. The **Resolution** approving the Installment Purchase Contract
3. The updated **loan and refinancing term sheet** and payment schedule (titled Sources and Uses of Funds) which details the loan payments and related costs, as well as the refinancing payments, cost and payment schedule
4. A tentative financing **schedule**

FINANCIAL IMPACTS

None

INSTALLMENT PURCHASE CONTRACT

between the

GROVELAND COMMUNITY SERVICES DISTRICT

and

MUNICIPAL FINANCE CORPORATION

Dated as of December 1, 2019

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INSTALLMENT PURCHASE CONTRACT

This INSTALLMENT PURCHASE CONTRACT, dated as of December 1, 2019 (the “Installment Purchase Contract”), between the GROVELAND COMMUNITY SERVICES DISTRICT, a community services district duly organized and validly existing under the laws of the State of California (the “District”), and MUNICIPAL FINANCE CORPORATION, a corporation duly organized and validly existing under the laws of the State of California (the “Corporation”);

WITNESSETH:

WHEREAS, the District is authorized by the laws of the State of California to acquire certain property for its wastewater system and to finance and refinance the acquisition and construction of such facilities through the execution of installment purchase contracts; and

WHEREAS, the District proposes to undertake the refinancing of its Wastewater Revenue Refunding Bonds, Series 2014 (the “2014 Bonds”) issued by the District pursuant to an Indenture of Trust, dated as of June 1, 2014, between the District and The Bank of New York Mellon Trust Company, N.A., as trustee for the purpose of refinancing the acquisition and construction of certain improvements, betterments, renovations and expansions of facilities within its wastewater system, as more particularly described in Exhibit A hereto (the “2014 Project”); and

WHEREAS, the District further proposes to finance certain improvements to the District’s wastewater treatment plant, as more particular described in Exhibit A hereto (the “2019 Project” and together with the 2014 Project, the “Project”); and

WHEREAS, the Corporation has been formed for the purpose of, among other things, assisting public agencies such as the District in financing facilities and property useful to them and the Corporation is authorized to assist the District in the financing, construction, acquisition, and improvement of the District’s facilities and property; and

WHEREAS, the Corporation has agreed to assist the District in refinancing the 2014 Bonds and financing the 2019 Project; and

WHEREAS, the District and the Corporation have duly authorized the execution of this Installment Purchase Contract; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Installment Purchase Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Contract;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions.

Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes hereof, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

“Accountant’s Report” means a report signed by an Independent Certified Public Accountant.

“Acquisition,” “Acquire” or “Acquired” means, with respect to the Project, the acquisition or perfection of an ownership or capacity interest in the Project, or the construction, refinancing or ownership of the Project.

“Acquisition Costs” with respect to the Project means the contract price paid or to be paid for the Acquisition of the Project.

“Acquisition Fund” means the fund established and held by the District pursuant to Section 2.05 hereof.

“Act” means the California Community Services District Law (Division 2 of Title 6 of the Government Code of the State of California, commencing with Section 61000).

“Additional Revenues” means, with respect to the issuance of any Parity Obligations, an allowance for Net Revenues (i) arising from any increase in the charges made for service from the Enterprise adopted prior to the incurring of such Parity Obligations and effective within eighteen (18) months following the date of incurring such Parity Obligations, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of the most recent completed Fiscal Year or during any more recent twelve (12) month period selected by the District, and (ii) arising from any increase in service connections to the Enterprise prior to the incurring of such Parity Obligations, in an amount equal to the total amount by which the Net Revenues would have been increased if such connections had been in existence during the whole of the most recent completed Fiscal Year or during any more recent twelve (12) month period selected by the District, all as shown by the certificate or opinion of an Independent Financial Consultant.

“Alternate Project” means an alternate project designated by the District pursuant to Section 2.01.

“Assignment Agreement” means the Assignment Agreement, dated as of December 1, 2019, between the Corporation and the Lender relating to this Installment Purchase Contract.

“Authorized Officer” means the President of the Board of Directors of the District or the General Manager of the District.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or a day on which banks are authorized to be closed for business in California and New York.

“Closing Date” means December 10, 2019.

“Corporation” means Municipal Finance Corporation, a corporation organized and existing under the laws of the State of California, and any successor thereto.

“Debt Service” means, for any Fiscal Year, the sum of (1) the Installment Payments (except to the extent that interest has been fully capitalized and is invested in Federal Securities which mature at times and in such amounts as are necessary to pay the interest to which such amounts are pledged) required to be paid hereunder during such Fiscal Year, (2) the interest falling due during such Fiscal Year on all Parity Obligations (which are outstanding under the documents or agreements pursuant to which they were issued), assuming that all outstanding serial Parity Obligations are retired as scheduled and that all outstanding term Parity Obligations are redeemed from sinking fund payments as scheduled (except to the extent that such interest has been fully capitalized and is invested in Federal Securities which mature at times and in such amounts as are necessary to pay the interest to which such amounts are pledged), (3) the principal amount of all serial Parity Obligations (which are outstanding under the documents or agreements pursuant to which they were issued) falling due by their terms during such Fiscal Year, and (4) the minimum amount of term Parity Obligations (which are outstanding under the documents or agreements pursuant to which they were issued) required to be paid or called and redeemed during such Fiscal Year, together with the redemption premiums, if any, thereon; provided that, whenever interest as described herein accrues at other than a fixed rate, such interest shall be assumed to be a rate equal to the greater of (i) the actual rate on the date of calculation, or if the Parity Obligations are not yet outstanding, the initial rate (if established and binding), (ii) if the Parity Obligations have been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (x) if interest on the Parity Obligations is excludable from gross income under the applicable provisions of the Tax Code, the most recently published The Bond Buyer Bond Revenue Index (or comparable index if no longer published) plus fifty (50) basis points, or (y) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities, plus fifty (50) basis points.

“Debt Service Fund” means the fund established in Section 3.04 hereof.

“Debt Service Payments” means the payments of Debt Service.

“Default Rate” means 5% per annum.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the District, the Corporation or the Lender relating to the refinancing of the 2014 Project and financing of the 2019 Project, including but not limited to filing costs, settlement costs, initial fees and charges of the Corporation or the Lender and their counsel, financing discounts, outside legal fees and charges, financial and other professional consultant fees, and charges and fees in connection with the foregoing.

“District” means the Groveland Community Services District, a community services district duly organized and existing under the Constitution and laws of the State of California, and its successors and assigns.

“Due Date” means the date three (3) Business Days prior to an Interest Payment Date.

“Electronic Notice” means notice given through means of telecopy, facsimile transmission, e-mail or other similar electronic means of communication confirmed by writing or written transmission.

“Enterprise” means the entire wastewater collection, treatment and disposal system owned or operated by the District, including but not limited to all facilities, properties and improvements at any time owned or operated by the District for the collection, treatment and disposal of wastewater within the service area of the District, together with any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto hereafter acquired, constructed or installed by the District.

“Event of Default” means an event of default described in Section 7.01.

“Event of Taxability” means, with respect to this Installment Purchase Contract, (1) the application of the proceeds of this Installment Purchase Contract in such a manner that this Installment Purchase Contract becomes an “arbitrage bond” within the meaning of Code Sections 103(b)(2) and 148, and with the result that interest components of either the Series A Installment Payments or Series B Installment Payments are or become includable in the Lender’s gross income (as defined in Code Section 61); or (2) if as the result of any act, failure to act or use of the proceeds of this Installment Purchase Contract or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Installment Purchase Contract by the District or the enactment of any federal legislation or the promulgation of any federal rule or regulation after the date of this Agreement, the interest component of Series A Installment Payments or Series B Installment Payments is or becomes includable in the Lender’s gross income (as defined in Code Section 61); and (3) the District does not undertake any remedial action afforded to it by the Internal Revenue Service.

“Federal Securities” means direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States), or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America.

“Fiscal Year” means the twelve calendar month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the District as its Fiscal Year in accordance with applicable law.

“Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures prescribed by the California State Controller or his successor for water districts in the State of California, or failing the prescription of such procedures means generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by the National Council on Governmental Accounting or its successor, or by any other generally accepted authority on such principles.

“Governmental Loan” means a loan from the State or the United States of America, acting through any of its agencies, to finance improvements to the Enterprise, and the obligation of the District to make payments to the State or the United States of America under the loan agreement memorializing said loan on a parity basis with the payment of Installment Payments.

“Gross Revenues” means all gross charges (including surcharges, if any) received for, and all other gross income and receipts derived by the District from, the ownership and operation of the Enterprise or otherwise arising from the Enterprise, including but not limited to (a) connection charges, (b) investment earnings on amounts held in the Revenue Fund or in any other fund established with respect to the Enterprise, (c) the proceeds of any ad valorem property taxes levied for the purpose of paying bonded indebtedness of the District relating to the Enterprise, and (d) rental income related to the Enterprise. Gross Revenues does not include (i) refundable deposits made to establish credit, and (ii) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the District for the purpose of paying special assessment bonds or special tax obligations of the District relating to the Enterprise. Gross Revenues shall also include interest with respect to any Parity Obligations reimbursed to or on behalf of the District by the United States of America. Gross Revenues shall also be increased by the amounts, if any, transferred during such Fiscal Year from a Rate Stabilization Fund to the Revenue Fund.

“Independent Certified Public Accountant” means any certified public accountant or firm of certified public accountants duly licensed and entitled to practice, and practicing as such appointed and paid by the District, and each of whom--

1. is in fact independent and not under the domination of the District;
2. does not have a substantial financial interest, direct or indirect, in the operations of the District; and
3. is not connected with the District as a board member, officer or employee of the District, but may be regularly retained to audit the accounting records of and make reports thereon to the District.

“Installment Payments” means collectively, the Series A Installment Payments and Series B Installment Payments scheduled to be paid by the District under and pursuant to this Installment Purchase Contract for the purposes and as described in Section 3.01 hereof in the amounts on the dates designated in Exhibit B to this Installment Purchase Contract.

“Interest Payment Date” means each January 10 and July 10, commencing January 10, 2020.

“Lender” means initially Capital One Public Funding, LLC, and thereafter any successor or assign.

“Maintenance and Operation Costs” of the Enterprise means the reasonable and necessary costs and expenses paid by the District to maintain and operate the Enterprise, including but not limited to (a) costs of electricity and other forms of energy supplied to the Enterprise, (b) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order and (c) the reasonable administrative costs of the District attributable to the operation and maintenance of the Enterprise. Maintenance

and Operation Costs do not include (i) debt service payable on obligations incurred by the District with respect to the Enterprise, including but not limited to Debt Service Payments and any Parity Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor, and (iii) amortization of intangibles or other bookkeeping entries of a similar nature.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of this Installment Purchase Contract or to meet or perform its obligations under this Installment Purchase Contract on a timely basis, (c) the validity or enforceability of this Agreement, or (d) the exclusion of the interest component of the Series A Installment Payments or Series B Installment Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

“Maximum Annual Debt Service” means the largest annual sum of (i) Debt Service Payments during the period from the date of such determination through the later of (a) the final Interest Payment Date hereunder or (b) the maturity date of Parity Obligations reflected by such Debt Service Payments.

“Net Proceeds” means, when used with respect to any insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all reasonable expenses (including attorneys’ fees) incurred in the collection of such proceeds.

“Net Revenues” means, for any period, all of the Gross Revenues during such period less all of the Maintenance and Operation Costs during such period.

“Outstanding” (i) when used as of any particular time with reference to this Installment Purchase Contract, means all Installment Payments except Installment Payments paid or deemed to have been paid within the meaning of Article VI, and (ii) when used as of any particular time with reference to any Parity Obligation, means all debt service payments due and owing on such Parity Obligation except debt service payments paid or deemed to have been paid pursuant to the terms of such Parity Obligation.

“Parity Obligations” means all bonds, notes, loan agreements, installment sale agreements, leases or other obligations of the District, payable from and secured by a pledge of and lien upon any of the Net Revenues incurred on a parity with the payment of the Installment Payments pursuant to Section 4.01 hereof.

“Permitted Investments” means any investment that is a legal investment under the laws of the State for the moneys proposed to be invested therein.

“Project” means, collectively, the 2014 Project and 2019 Project described in Exhibit A attached hereto, including any Alternate Project.

“Rate Stabilization Fund” means any fund established and held by the District as a fund for the stabilization of rates and charges imposed by the District with respect to the Revenue Fund, which fund is established, held and maintained in accordance with Section 3.05(c).

“Refunding Instructions” means the Irrevocable Refunding Instructions, executed by the District, relating to the defeasance and redemption of the 2014 Bonds.

“Revenue Fund” means the fund maintained by the District into which it deposits Gross Revenues.

“Series A Installment Payments” means the installment payments of principal and interest scheduled to be paid by the District under this Installment Purchase Contract in the amounts and on the dates designated in Exhibit B to this Installment Purchase Contract.

“Series B Installment Payments” means the installment payments of principal and interest scheduled to be paid by the District under this Installment Purchase Contract in the amounts and on the dates designated in Exhibit B to this Installment Purchase Contract

“State” means the State of California.

“Tax Code” means the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, as the same may be amended from time to time, and any successor provisions of law. Reference to a particular section of the Tax Code shall be deemed to be a reference to any successor to any such section.

“2014 Bonds” means the District’s outstanding Wastewater Revenue Refunding Bonds, Series 2014 issued in the original principal amount of \$3,450,000.

“2014 Bonds Trustee” means The Bank of New York Mellon Trust Company, N.A., as trustee under the 2014 Indenture of Trust.

“2014 Indenture of Trust” means the Indenture of Trust, dated as of June 1, 2014, between the District and the 2014 Bonds Trustee.

“2014 Project” means the additions, betterments, extensions and improvements to the Enterprise described in Exhibit A hereto.

“2019 Project” means the additions, betterments, extensions and improvements to the Enterprise’s wastewater treatment plant described in Exhibit A hereto.

ARTICLE II.
SALE AND PURCHASE OF THE 2014 PROJECT

Section 2.01 Sale and Purchase of the Project.

The parties hereby confirm that the District currently has title to the 2014 Project. The Corporation hereby agrees to cause the 2019 Project, and any additions or modifications thereto to be constructed, acquired or installed, as applicable, by the District as its agent, and the District shall enter into contracts and provide for, as agent of the Corporation, the complete acquisition and construction of the 2019 Project. The District hereby agrees that it will cause the construction, acquisition and installation of the 2019 Project to be diligently performed upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the Board of Directors of the District, unforeseeable delays beyond the reasonable

control of the District only excepted. It is hereby expressly understood and agreed that the Corporation shall be under no liability of any kind or character whatsoever for the payment of any cost of the Project and that all such costs and expenses shall be paid by the District, regardless of whether the funds deposited in the Acquisition Fund are sufficient to cover all such costs and expenses.

In consideration for the Corporation's assistance in refinancing the 2014 Project and acquiring the 2019 Project, the District agrees to sell, and hereby sells, to the Corporation, and the Corporation agrees to purchase, and hereby purchases, from the District, the Project in the manner and in accordance with the provisions of this Installment Purchase Contract. In consideration for the Installment Payments as set forth in Section 3.01, the Corporation agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Corporation, the Project at the purchase price specified below and otherwise in the manner and in accordance with the provisions of this Installment Purchase Contract. All right, title and interest in the Project shall vest in the District immediately upon execution and delivery of this Installment Purchase Contract.

The District hereby covenants to use the proceeds received from the Corporation for the costs and expenses of the Acquisition of the 2019 Project. The District may change the specifications of the 2019 Project, so long as such change does not substantially alter the nature of the 2019 Project; provided, however, that the District and the Lender, as assignee of the Corporation under the Assignment Agreement, in their sole discretion, may jointly designate an Alternate Project. In the event an Alternate Project is designated, the District shall certify in writing to the Lender that Acquisition Costs shall not materially increase as a result from such change. In the event Acquisition Costs shall materially increase as a result of the designation of an Alternate Project, prior to designating such Alternate Project the District shall either deposit in the Acquisition Fund an amount sufficient to pay such increase, or shall certify in writing to the Lender that funds sufficient to pay such increase in Acquisition Costs are otherwise available to the District.

The Corporation, upon the effective date hereof, agrees to cause to be deposited in the Acquisition Fund the aggregate amount of \$_____, respecting its purchase of the 2019 Project hereunder. In the event the money so deposited as first above provided is insufficient to pay all the costs of the Acquisition of the 2019 Project, the Corporation shall have no obligation whatsoever to use or provide any additional funds for the purposes described in this Article II.

All right, title and interest in each component of the 2019 Project shall vest in the District immediately upon execution and delivery of this Installment Purchase Contract. Such vesting shall occur without further action by the Corporation or District and the Corporation shall, if requested by the District, if necessary, to assure such automatic vesting, deliver any and all documents required to assure such vesting.

The District hereby requests the Corporation, upon the effective date hereof, and the Corporation hereby agrees to cause to be transferred to the 2014 Bond Trustee for deposit in the Redemption Account created 2014 Indenture of Trust the aggregate amount of \$_____, respecting its purchase of the Installment Payments arising hereunder in order to defease and redeem the outstanding 2014 Bonds. In the event the money so deposited as first above provided is insufficient to defease and redeem the outstanding 2014 Bonds, the Corporation shall have no obligation whatsoever to use or provide any additional funds for the purposes described in this Article II.

In the event the Corporation fails to observe or perform any agreement, condition, covenant or term contained herein required to be observed or performed by it, the District may institute such action or proceeding against the Corporation as the District may deem necessary to compel the observance or performance of such agreement, condition, covenant or term, or to recover damages for the nonobservance or nonperformance thereof; provided, however, that the District shall have no right to terminate this Installment Purchase Contract as a remedy to such failures. The District may, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the District deems reasonably necessary in order to protect or secure its rights hereunder, and in such event the Corporation agrees to cooperate fully with the District and to take all action necessary to effect the substitution of the District for the Corporation in any action or proceeding if the District shall so request.

Section 2.02 Indemnification and Expenses of the Corporation.

The District hereby agrees to indemnify and hold harmless the Corporation and its directors, officers and employees if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder and the Assignment Agreement; provided that no indemnification will be made for willful misconduct, negligence or breach of an obligation hereunder or under the Assignment Agreement by the Corporation.

Section 2.03 Corporation not Liable.

The Corporation and its directors, officers and employees shall not be liable to the District or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about or relating to the Project, and in no event shall the Corporation be liable for any incidental, indirect, special or consequential damage in connection herewith or arising hereunder.

Section 2.04 Disclaimer of the Corporation.

The District acknowledges and agrees that the Corporation makes no representation or warranty, express or implied, as to the Enterprise or the Project, except as expressly set forth in this Installment Purchase Contract. The District acknowledges that all risks relating to the Enterprise or the Project or the transactions contemplated hereby, are to be borne by the District, and the benefits of any and all implied warranties and representations of the Corporation are hereby waived by the District.

Section 2.05 Acquisition Fund.

There is hereby established with the District a fund known as the "Acquisition Fund," which the District shall maintain and hold in an account that is separate from the Revenue Fund and each of the District's other funds and accounts. On the Closing Date, \$_____ shall be deposited into the Acquisition Fund. The moneys in the Acquisition Fund shall be applied to the payment of the costs of Acquisition of the 2019 Project or to reimburse the District for previous costs expended in the acquisition or construction of the 2019 Project, and of expenses incidental thereto.

The District hereby grants to the Lender a first priority security interest in the Acquisition Fund to secure the District's obligations hereunder. If the Lender declares all of the principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately, any remaining balance in the Acquisition Fund shall be applied to pay unpaid Installment Payments, if so directed by the Lender.

ARTICLE III.
INSTALLMENT PAYMENTS, REVENUES AND ACCOUNTS

Section 3.01 Payment of the Installment Payments.

The total principal amount of the Series A Installment Payments owed and to be paid by the District to the Lender, as assignee of the Corporation under the Assignment Agreement, for the 2014 Project is \$_____, plus interest thereon, calculated at the rate of 2.84% per annum. The Series A Installment Payments shall, subject to any rights of prepayment of the District provided in Article VI, be due in installments in the amounts and on the dates described in Exhibit B attached hereto.

The total principal amount of the Series B Installment Payments owed and to be paid by the District to the Lender, as assignee of the Corporation under the Assignment Agreement, for the 2019 Project is \$_____, plus interest thereon, calculated at the rate of 3.35% per annum. The Series B Installment Payments shall, subject to any rights of prepayment of the District provided in Article VI, be due in installments in the amounts and on the dates described in Exhibit B attached hereto.

Each Installment Payment shall be payable to the Lender in accordance with the terms hereof and at the times required by this Section 3.01 in lawful money of the United States of America. In the event the District fails to make any of the payments required to be made by it under this Section 3.01, such payment shall continue as an obligation of the District until such amount shall have been fully paid and the District agrees to pay the same with the stated interest thereon at the rate set forth in the preceding paragraph.

The obligation of the District to make the Installment Payments is absolute and unconditional, and until such time as all Installment Payments shall have been fully paid (or provision for the payment thereof shall have been made pursuant to Article VI hereof), the District will not, under any circumstances, discontinue, abate or suspend any Installment Payments required to be made by it under this Section 3.01 when due, whether or not the Enterprise or any part thereof is operating or operable or has been completed, or whether or not the Enterprise is condemned, damaged, destroyed or seized or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset, counterclaim, defense, recoupment, abatement, suspension, deferment or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement or covenant contained herein for any cause whatsoever.

Section 3.02 Interest Component of the Installment Payments.

The Installment Payments shall bear interest from the Closing Date until the payment of the principal thereof and the prepayment premiums, if any, thereon, shall have been made or provided for in accordance with the provisions of Article VI hereof, whether at maturity, upon prepayment or otherwise. Interest accrued on the Installment Payments from the Closing Date and from each

Interest Payment Date to, but not including, the next succeeding Interest Payment Date shall be paid on each such succeeding Interest Payment Date and shall be computed on the basis of a year of 360 days and twelve 30-day months. In the event of an Event of Default hereunder, the interest component of the portion of the Installment Payment shall be calculated based on the Default Rate.

Section 3.03 Establishment of Accounts.

The funds and accounts and flow of funds set forth in this Article III are hereby established and shall control to the extent inconsistent with any other terms of this Installment Purchase Contract.

Section 3.04 Pledges of Net Revenues and Other Funds; Debt Service Fund.

The District hereby irrevocably pledges all of the Net Revenues to the punctual payment of the Installment Payments and any Parity Obligations, and such Net Revenues, except as otherwise permitted herein, shall not be used for any other purposes while any of the Installment Payments are due hereunder. The pledge of Net Revenues to secure the Installment Payments and any Parity Obligations shall constitute a first lien on the Net Revenues, for the payment of such Installment Payments and such Parity Obligations in accordance with the terms hereof and thereof.

There is hereby established with the District a fund known as the “Debt Service Fund,” which the District shall maintain and hold in trust separate and apart from other funds held by it. Within the Debt Service Fund, the District shall establish a Debt Service Account and a Redemption Account. Installment Payments made by the District shall be deposited in the Debt Service Account. Such payments shall be net of amounts already on deposit therein that are in excess of the amount required to accumulate therein pursuant to Section 3.01 above. The District shall transfer the money contained in the Debt Service Account and the Redemption Account at the following respective times in the following respective accounts in the following order of priority in the manner hereinafter provided, each of which accounts the District hereby agrees to establish and maintain so long as any Installment Payments are due hereunder, and the money in each of such accounts shall be disbursed only for the purposes and uses hereinafter authorized:

(i) Debt Service Account. All moneys in the Debt Service Account shall be used and withdrawn by the District solely for the purpose of paying Installment Payments and principal of and interest on any Parity Obligations on each Interest Payment Date. The District shall be entitled to receive as a credit against Installment Payments an amount equal to the amount of any balance contained in the Debt Service Account prior to the Due Date for such Installment Payments (excluding money designated or necessary for the payment of Parity Obligations).

(ii) Redemption Account. The District, on any optional prepayment date, shall deposit in the Redemption Account moneys to accomplish any such optional prepayment. All money in the Redemption Account shall be used and withdrawn by the District solely for the purpose of paying the Installment Payment to be optionally prepaid on their respective prepayment dates.

Section 3.05 Receipt and Deposit of Gross Revenues; Establishment and Maintenance of Accounts for Gross Revenues; Use and Withdrawal of Gross Revenues.

The District covenants and agrees that all Gross Revenues, when and as received, will be received and held by the District in trust hereunder for the benefit of the Lender, as assignee of the Corporation under the Assignment Agreement, and for the benefit of the holders of any Parity Obligations. All Gross Revenues will be deposited by the District in the Revenue Fund (which the District hereby covenants and agrees to maintain so long as any Installment Payments are due hereunder) and will be accounted for through and held in trust in the Revenue Fund; provided, that the District may withdraw such amounts in the Revenue Fund as may be necessary to make refunds for amounts paid in advance for services provided by the Enterprise, which such service was not thereafter made available or provided. All Gross Revenues held by the District shall be disbursed, allocated and applied solely to the uses and purposes hereinafter in this Article III set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the District.

All Gross Revenues in the Revenue Fund shall be set aside by the District or deposited by the District as follows and in the following order of priority:

(a) Maintenance and Operation Costs of the Enterprise. In order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants to pay all Maintenance and Operation Costs of the Enterprise (including amounts reasonably required to be set aside in contingency reserves for Maintenance and Operation Costs of the Enterprise, the payment of which is not then immediately required) from the Revenue Fund as they become due and payable.

(b) Debt Service Funds. Installment Payments payable pursuant to Section 3.01 above, and all other payments relating to principal and interest on or with respect to Parity Obligations, shall be paid in accordance with the terms hereof and of such Parity Obligations, without preference or priority, and in the event of any insufficiency of such moneys, ratably without any discrimination or preference.

(c) General Expenditures. All Gross Revenues not required to be withdrawn pursuant to the provisions of (a) and (b) above shall be used for expenditure for any lawful purpose of the District, including payment of any rebate requirement or of any obligation subordinate to the payment of all amounts due hereunder or under Parity Obligations. The District may maintain and hold a separate fund to be known as the "Rate Stabilization Fund." From time to time the District may deposit in the Rate Stabilization Fund, from remaining Net Revenues described in this Section 3.05(c) or other available funds of the District, such amounts as the District shall determine. The District may withdraw amounts from the Rate Stabilization Fund (i) for transfer to the Revenue Fund for inclusion in Gross Revenues for any Fiscal Year, or (ii) for any other lawful use of the District. Amounts so transferred from the Rate Stabilization Fund to the Revenue Fund in any Fiscal Year constitutes Gross Revenues for that Fiscal Year and will be applied for the purposes of the Revenue Fund. All interest or other earnings upon deposit in the Rate Stabilization Fund shall be withdrawn therefrom and accounted for as Gross Revenues. Amounts on deposit in the Rate Stabilization Fund are not pledged to and do not secure the Installment Payments or any Parity Obligations.

Section 3.06 Investment of Funds.

Amounts on deposit in any fund or account created pursuant to this Installment Purchase Contract shall be invested in Permitted Investments which will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder. Interest or profit received on such investments shall be deposited to the Debt Service Fund in which such investments are then held. In computing the amount in any fund or account, Permitted Investments shall be valued at market value, exclusive of accrued interest.

If at any time after investment therein a Qualified Investment ceases to meet the criteria set forth in the definition of Permitted Investments and such obligation, aggregated with other non-conforming investments, exceeds five percent (5%) of invested funds, such Qualified Investment shall be sold or liquidated.

ARTICLE IV.
PARITY OBLIGATIONS

Section 4.01 Parity Obligations.

(a) So long as any Installment Payments are due hereunder, the District shall not issue or incur any obligations payable from Net Revenues or the Revenue Fund senior or superior to the Installment Payments.

(b) The District may at any time issue Parity Obligations payable from Net Revenues on a parity with the Installment Payments to provide financing for the Enterprise in such principal amount as shall be determined by the District. The District may issue or incur any such Parity Obligations subject to the following specific conditions which are hereby made conditions precedent to the issuance and delivery of such Parity Obligations:

(1) No Event of Default shall have occurred and be continuing;

(2) The Net Revenues, calculated in accordance with Generally Accepted Accounting Principles, either (i) as shown by the books of the District for the latest Fiscal Year, as verified by a certificate of the District, or (ii) as shown by the books of the District for any more recent twelve (12) month period selected by the District, as verified by a certificate or opinion of an Independent Certified Public Accountant employed by the District, plus in either case (at the option of the District) the Additional Revenues, shall be at least equal to one hundred and twenty percent (125%) of the amount of Maximum Annual Debt Service.

Notwithstanding the above, the District may issue Parity Obligations payable from Net Revenues on a parity basis with the Installment Payments to refund and defease any outstanding Parity Obligations if debt service on the refunding debt in each Fiscal Year following the defeasance is less than debt service for such Fiscal Years on the refunded Parity Obligations if such defeasance did not occur. With the prior written consent of the Lender, the District may also incur debt payable from Net Revenues that is payable on a basis subordinate to the payment of the Installment Payments.

ARTICLE V.
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 5.01 Compliance with Installment Purchase Contract.

The District will not suffer or permit any material default by it to occur under this Installment Purchase Contract, but will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms hereof required to be complied with, kept, observed and performed by it.

Section 5.02 Observance of Laws and Regulations; Internal Revenue Code.

(a) The District will faithfully comply with, keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by it, including their right to exist and carry on their respective businesses, to the end that such franchises, rights and privileges shall be maintained and preserved and shall not become abandoned, forfeited or in any manner impaired.

(b) The District has complied with the Internal Revenue Code of 1986, as amended (the "Tax Code"), with respect to the Installment Payments, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Installment Payments.

Section 5.03 Prosecution and Defense of Suits.

The District will promptly, upon request of the Corporation or the Lender, take such action from time to time as may be necessary or proper to remedy or cure any cloud upon or defect in the title to the Project or any part thereof, whether now existing or hereafter developing, will prosecute all actions, suits or other proceedings as may be appropriate for such purpose and will indemnify and save the Corporation and the Lender harmless from all cost, damage, expense or loss, including reasonable attorneys' fees, which they or any of them may incur by reason of any such cloud, defect, action, suit or other proceeding.

Section 5.04 Accounting Records and Statements.

The District will keep proper accounting records in which complete and correct entries shall be made of all transactions made by the District relating to the receipt, deposit and disbursement of the Gross Revenues, Net Revenues and Installment Payments, and such accounting records shall be available for inspection by the Lender or its agent duly authorized in writing on any Business Day upon reasonable notice at reasonable hours and under reasonable conditions prescribed by the District.

Section 5.05 Further Assurances.

Whenever and so often as requested to do so by the Lender, the District will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Lender all advantages, benefits, interests, powers, privileges and rights conferred or intended to be conferred upon them by this Installment Purchase Contract.

Section 5.06 Against Encumbrances.

The District hereby represents that there is no pledge of or lien on Net Revenues senior to the pledge and lien securing the Installment Payments. The District will not make any pledge of or place any lien on the Net Revenues, provided that the District may at any time, or from time to time, pledge or encumber the Net Revenues in connection with the issuance or execution of Parity Obligations in accordance with Section 4.01 or other obligations permitted hereby, or subordinate to the pledge of Net Revenues herein.

Section 5.07 Against Sale or Other Disposition of Property.

The District will not sell, lease, encumber or otherwise dispose of the Enterprise or any part thereof in excess of one-half of one percent of the book value of the Enterprise in any Fiscal Year, unless a Authorized Officer certifies that such sale, lease, encumbrance or disposition will not materially adversely affect the operation of the Enterprise or the Net Revenues; provided however, any real or personal property which has become non-operative or which is not needed for the efficient and proper operation of the Enterprise, or any material or equipment which has become worn out, may be sold or exchanged at not less than the fair market value thereof and the proceeds (if any) of such sale or exchange shall be deposited in the Revenue Fund.

The District will not enter into any agreement or lease which would impair the ability of the District to meet the covenant set forth in Section 5.16 hereof or which would otherwise impair the rights of the Lender or the operation of the Enterprise.

Section 5.08 Against Competitive Facilities.

To the extent permitted by law, the District covenants that it will not acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the District any wastewater collection and disposal system competitive with the Enterprise.

Section 5.09 Tax Covenants.

The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest with respect to the Installment Payments to become includable in gross income for federal income tax purposes. To that end, the District hereby makes the following specific covenants:

(a) The District hereby covenants that it shall not make or permit any use of the proceeds of this Installment Purchase Contract that may cause the Installment Purchase Contract to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

(b) The District covenants that the proceeds of the Installment Purchase Contract will not be used as to cause the proceeds of the Installment Purchase Contract to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) The District covenants not to take any action or permit or suffer any action to be taken if the result of the same would be to cause the Installment Purchase Contract to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

In furtherance of the covenants stated in this Section, the District shall comply with the requirements of the Tax Certificate executed in connection with this Installment Purchase Contract.

Section 5.10 Maintenance and Operation of the Enterprise; Budgets.

The District will maintain and preserve the Enterprise in good repair and working order at all times and will operate the Enterprise in an efficient and economical manner. The District will pay all Maintenance and Operation Costs of the Enterprise as they become due and payable.

Section 5.11 Payment of Claims.

The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Net Revenues or any part thereof or on any funds in the control of the District prior or superior to the lien of the Installment Payments or which might impair the security of the Installment Purchase Contract; provided the District shall not be obligated to make such payment so long as the District contests such payment in good faith.

Section 5.12 Compliance with Contracts.

The District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, expressed or implied, required to be performed by it contained in all contracts for the use of the Enterprise and all other contracts affecting or involving the Enterprise to the extent that the District is a party thereto.

Section 5.13 Insurance.

(a) The District will procure and maintain insurance on the Enterprise with commercial insurers or through participation in a joint powers insurance authority, in such amounts, with such deductibles and against such risks (including accident to or destruction of the Enterprise) as are usually insurable in accordance with industry standards with respect to similar enterprises and consistent with the District’s current coverage.

In the event of any damage to or destruction of the Enterprise caused by the perils covered by such insurance, the proceeds of such insurance shall be applied to the repair, reconstruction or

replacement of the damaged or destroyed portion of the Enterprise. The District shall cause such repair, reconstruction or replacement to begin promptly after such damage or destruction shall occur and to continue and to be properly completed as expeditiously as possible, and shall pay out of the proceeds of such insurance all costs and expenses in connection with such repair, reconstruction or replacement so that the same shall be completed and the Enterprise shall be free and clear of all liens and claims, unless the District determines that such reconstruction, repair, or replacement is not necessary to the efficient or proper operation or use of the Enterprise and therefore determines not to reconstruct, repair, or replace such damaged or destroyed portion of the Enterprise. If such Net Proceeds exceed the costs of such reconstruction, repair, or replacement, then the excess Net Proceeds shall be deposited in such funds and accounts of the District as is permitted by law.

The District will procure and maintain commercial general liability insurance covering claims against the District for bodily injury or death, or damage to property, occasioned by reason of the ownership or operation of the Enterprise, such insurance to afford protection in such amounts and against such risks as are usually covered in connection with similar enterprises.

The District will procure and maintain workers' compensation insurance against liability for compensation under the Workers' Compensation Insurance and Safety Act of California, or any act hereafter enacted as an amendment or supplement or in lieu thereof, such insurance to cover all persons employed in connection with the Enterprise.

In lieu of obtaining insurance coverage as required by this Section, with the Lender's prior written consent, such coverage may be maintained by the District in the form of self-insurance so long as the District certifies that (i) the District has segregated amounts in a special insurance reserve meeting the requirements of this Section; (ii) an Insurance Consultant certifies annually, on or before December 1 of each year in which self-insurance is maintained, in writing that the District's general insurance reserves are actuarially sound and are adequate to provide the necessary coverage; and (iii) such reserves are held in a separate trust fund by an independent trustee. The District shall pay or cause to be paid when due the premiums for all insurance policies required hereby.

Section 5.14 Books and Accounts; Financial Statements.

The District shall keep proper books of record and accounts of the Enterprise and the Debt Service Fund all separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Enterprise and relating to the funds created by this Installment Purchase Contract. Said books shall, upon prior request, be subject to the inspection by the Lender, or its representatives authorized in writing, upon not less than five (5) Business Days' prior notice to the District.

The District shall cause the books and accounts of the Enterprise, which shall include a statement of revenues and expenditures and changes in fund balances, a balance sheet and a statement of cash flow, to be audited annually by an independent certified public accountant or firm of certified public accountants. The District shall furnish or cause to be furnished to the Lender, at the District's expense, as soon as available after the close of each fiscal year, the audited financial statement of District at the close of and for such fiscal year, all in reasonable detail, with supporting schedules, audited by and with the report of District's auditor (the "Audit"), which may be in electronic .pdf format. If the Audit is filed on the MSRB's "EMMA" website, to satisfy this requirement, the District may email a link to the posted Audit to the Lender. The electronic Audit or

EMMA link may be sent to the following email address (or such other address as the Lender supplies to the District in writing): Yvonne2.foley@capitalone.com (Yvonne Foley). If the Audit is not available, the District will furnish unaudited financial statements to the Lender in the manner described in this Section and will then supply the Audit immediately upon the availability thereof.

No later than one month after its adoption, the District shall also send to the Lender a copy of the annual budget of the Enterprise and any amendment or supplement thereto and any other financial information reasonably requested by the Lender.

Section 5.15 Payment of Taxes and Compliance with Governmental Regulations.

The District will pay and discharge all taxes, assessments and other governmental charges, if any, which may hereafter be lawfully imposed upon the Enterprise or any part thereof or upon the Net Revenues when the same shall become due and the District will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Enterprise or any part thereof. However, the District shall not be required to make such payments, or to comply with any regulations or requirements, so long as the payment or validity or application thereof shall be contested in good faith.

Section 5.16 Amount of Rates and Charges.

To the fullest extent permitted by law, so long as any Installment Payments remain outstanding, the District will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year which are sufficient to yield Net Revenues which are at least equal to 125% of the aggregate amount of the Installment Payments, and principal of and interest on any Parity Obligations issued or incurred after the date hereof payable from Net Revenues coming due and payable during such Fiscal Year. The District may make adjustments from time to time in such rates and charges and may make such classifications thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges are reasonably expected to be sufficient to meet the requirements of this subsection. For purposes of this calculation, amounts held by the District in the Rate Stabilization Fund as of the beginning of any Fiscal Year may, at the election of the District, be treated as Net Revenues which are received during such Fiscal Year, in an amount not exceeding 25% of the amount of principal of and interest on all outstanding Installment Payments, and principal of and interest on any Parity Obligations issued or incurred after the date hereof payable from Net Revenues coming due and payable during such Fiscal Year.

Section 5.17 Collection of Rates and Charges.

The District will have in effect at all times rules and regulations requiring all users of the Enterprise to pay the assessments, rates, fees and charges applicable to the Enterprise provided or made available to such users. Such rules and regulations shall also provide for the billing thereof and for a due date and a delinquency date for each bill.

Section 5.18 Eminent Domain Proceeds.

If all or any part of the Enterprise shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows:

(a) If (1) the District certifies (i) the estimated loss of annual Net Revenues, if any, suffered or to be suffered by the District by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions or improvements to the Enterprise proposed to be acquired by the District from any Net Proceeds, and (iii) an estimate of the additional annual Net Revenues to be derived from such additions, betterments, extensions or improvements, and (2) on the basis of such certificate, determines that the estimated additional annual Net Revenues will sufficiently offset the estimated loss of annual Net Revenues resulting from such eminent domain proceedings so that the ability of the District to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive); then the District shall promptly proceed with the acquisition of such additions, betterments, extensions or improvements substantially in accordance with such certification and such Net Proceeds shall be applied for the payment of the costs of such acquisition, and any balance of such Net Proceeds not required by the District for such purpose shall be deposited in such funds and accounts of the District as is permitted by law.

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied to prepay the Installment Payments, and any Parity Obligations, on a pro rata basis in the manner provided herein and in the instruments authorizing such Parity Obligations.

Section 5.19 Notification of Material Adverse Effect.

The District shall timely inform the Lender of any Material Adverse Effect upon learning of the existence of such an effect.

Section 5.20 Role of the Lender.

The District acknowledges that: (a) the Lender is acting in this transaction solely for its own account and not as a fiduciary for the District or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (b) the Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the District (including to any financial advisor or placement agent engaged by the District) with respect to the execution and delivery of this Installment Purchase Contract; (c) each of the District, its financial advisor, and its placement agent (if any) will seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the execution and delivery of this Installment Purchase Contract from its financial, legal, and other advisors (and not the Lender) to the extent that the District, its financial advisor or its placement agent (if any) desires, should, or needs to such advice. The District acknowledges that the Lender has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the District's financial advisor or placement agent (if any), or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the District's financial advisor or placement agent, with respect to any such matters.

Section 5.21 Indemnification of Lender.

The District shall, to the full extent then permitted by law, indemnify, protect, hold harmless, save, and keep harmless the Lender and its directors, officers, and employees from and against any and all liability, obligations, losses, claims, and damages whatsoever, and expenses in connection

therewith, including, without limitation, counsel fees and expenses, penalties and interest, arising out of or as the result of the entering into of this Installment Purchase Contract or any other agreement entered into in connection herewith or therewith, the design or ownership of the Project, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any part of the Project, or any accident in connection with the operation, use, condition, possession, storage, or return of any item of the Project resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the District or the Lender; any claim for patent, trademark, or copyright infringement; and any claim arising out of strict liability in tort. Notwithstanding the foregoing, this indemnification and hold harmless shall not include any liability arising out of or resulting from the negligence, willful misconduct, or wrongful acts of Lender, its directors, officers, employees, or agents. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Installment Purchase Contract or the termination of the term of this Installment Purchase Contract for any reason. The District and the Lender mutually agree to promptly give notice to each other of any claim or liability hereby indemnified against following either's learning thereof.

Section 5.22 Further Representations, Covenants and Warranties of the District.

The District represents, covenants and warrants as follows:

(a) The District is a duly organized and validly existing community services district of the State of California.

(b) The Constitution and the laws of the State of California authorize the District to enter into the Installment Purchase Contract and to enter into the transactions contemplated thereby and to carry out its obligations under each of the aforesaid agreements, and the District has duly authorized and executed each of the aforesaid agreements in accordance with the laws of the State of California.

(c) The District has duly authorized and executed this Installment Purchase Contract in accordance with the laws of the State of California.

(d) Neither the execution and delivery of the Installment Purchase Contract nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby or thereby, results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District.

(e) The financial statements of the District for the year ended June 30, 2018, supplied to the Lender (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the District's financial condition as of the date of the statements. Other than as described in such financial statements or otherwise disclosed to the Lender, there has been no material adverse change in the District's financial condition subsequent to June 30, 2018.

(f) The District is not currently, and has not been at any time, in default under any debt obligation secured by the Gross Revenues.

(g) As currently conducted, the District's activities with respect to the Enterprise are in all material respects in compliance with all applicable laws, administrative regulations of the State and of the United States and any agency or instrumentality of either, and any judgment or decree to which the District is subject.

(h) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best knowledge of the District, threatened against or affecting the District, to restrain or enjoin the payment of Installment Payments under this Installment Purchase Contract, or in any way contesting or affecting the validity of this Installment Purchase Contract.

(i) The District is empowered to set rates and charges for services provided by the Enterprise provided to the users of the Enterprise without review or approval by any state or local governmental agency.

(j) This Installment Purchase Contract and the pledge of Net Revenues is a first lien and pledge on Net Revenues.

Section 5.23 Representations, Covenants and Warranties of the Corporation.

The Corporation represents, covenants and warrants to the District as follows:

(a) The Corporation is duly organized and in good standing under the laws of the State of California, has full legal right, power and authority to enter into this Installment Purchase Contract and to carry out and consummate all transactions contemplated by this Installment Purchase Contract and by proper action has duly authorized the execution and delivery and due performance of this Installment Purchase Contract.

(b) The Corporation is entering into this Installment Purchase Contract as a commercial arms-length transaction and is not acting in the capacity of a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended.

(c) The execution and delivery of this Installment Purchase Contract and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Corporation is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Corporation.

ARTICLE VI.
PREPAYMENT OF INSTALLMENT PAYMENTS

Section 6.01 Prepayment.

(a) The Series A Installment Payments are not subject to prepayment prior to maturity.

(b) The District may prepay the unpaid principal balance of the Series B Installment Payments in whole on any Interest Payment Date on or after January 10, 2028, by paying a prepayment price equal to 101% of the principal amount of the Series B Installment Payments to be prepaid, plus accrued interest to the date of prepayment.

(c) The District may or shall, as the case may be, prepay on any date from the Net Proceeds of insurance or condemnation awards, as provided herein, all or any part, in integral multiples of \$5,000, of the principal amount of the unpaid Installment Payments, pro-rata among the remaining Installments Payments, at a prepayment price equal to the sum of the principal amount prepaid plus accrued and unpaid interest thereon to the date of prepayment, without premium.

In the event that a portion of the Series B Installment Payments shall have been prepaid by the District pursuant to subsections (b) or (c) above, the total amount of all future payments set forth in the schedules attached hereto as Exhibit B shall be reduced by the aggregate amount of Series B Installment Payments so prepaid, as the case may be, as agreed to by the Lender. The District shall file a revised schedule of Series B Installment Payments with the Lender.

Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article III hereof, until the entire principal amount of the unpaid Installment Payments together with the interest accrued thereon, if any, and together with the ordinary and extraordinary fees, costs and expenses of the Lender, shall have been fully paid and the Installment Payments are no longer due hereunder (or provision for payment thereof shall have been made pursuant to Section 6.03 hereof).

Section 6.02 Method of Prepayment.

Before making any prepayment pursuant to Section 6.01(a) or Section 6.01(b), the District shall, give written notice to the Lender specifying the date on which the prepayment will be made, which date shall be not less than thirty (30) days from the date such notice is given.

Section 6.03 Security Deposit.

Notwithstanding any other provision of this Installment Purchase Contract, the District may secure the payment of (i) all or a portion of the Installment Payments by a deposit with the Lender or, at the Lender's sole option, a bank or trust company acceptable to the Lender, as escrow holder under an escrow deposit and trust agreement, of either (i) cash in an amount which is sufficient to pay such unpaid Installment Payments, including the principal and interest components thereof, in accordance with the Installment Payment schedule set forth in Exhibit B attached hereto, or (ii) non-callable Federal Securities or pre-refunded non-callable municipal obligations rated "AA" and "Aa" by S&P and Moody's, respectively, together with cash if required, in such amount as will, without

re-investment, in the opinion of an independent certified public accountant (which opinion shall be addressed to the Lender), together with interest to accrue thereon, be fully sufficient to pay such unpaid Installment Payments on their payment dates so that such Installment Payments shall be defeased; provided, that prior to any such deposit or defeasance, the District must provide an opinion of nationally recognized bond counsel addressed to the Lender to the effect that such deposit and defeasance will not cause the interest component of the Installment Payments to be included in gross income for federal income tax purposes. In the event of any shortfall, the District shall deposit from legally available funds such amounts as is necessary to make up such shortfall. In all cases, deposits of cash or Federal Securities made to secure the Installment Payments pursuant to this paragraph shall be kept in segregated escrow accounts or escrow subaccounts and such deposits shall not be commingled for any reason.

In the event of deposits pursuant to this Section 6.03 sufficient to fully defease all of the Installment Payments, and provided that all other amounts payable by the District hereunder have been paid in full, all obligations of the District under this Installment Purchase Contract shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, all Installment Payments from the deposits made by District pursuant to this Section 6.03 and the obligation to pay amounts due the Lender, as assignee of the Corporation. Said deposits shall be deemed to be and each of the deposits shall constitute a separate special fund that may be used solely for the payment of the Installment Payments in accordance with the provisions of this Installment Purchase Contract, and pending such application shall be held in trust and pledged to and for the sole benefit of the Lender and any assignee or transferee of the Lender. The District hereby grants to the Lender, as assignee of the Corporation, a first priority security interest in any amounts so deposited.

ARTICLE VII.

EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Events of Default and Events of Mandatory Acceleration; Acceleration of Maturities.

If one or more of the following Events of Default shall happen:

(a) default shall be made in the due and punctual payment by the District of any Installment Payment when and as the same shall become due and payable;

(b) default shall be made by the District in the performance of any of the agreements or covenants contained herein required to be performed by it, and such default shall have continued for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Lender. However, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, the Lender shall not unreasonably withhold its consent to an extension of such time (for a period not to exceed thirty (30) days) if corrective action is instituted by the District within such 30-day period and diligently pursued until the default is corrected.

(c) any financial statement or certificate furnished to the Corporation or the Lender in connection with the execution of this Installment Purchase Contract, or any representation or warranty made by the District shall prove to be incorrect, false or misleading in any material respect when furnished or made;

(d) the District shall file a petition seeking arrangement or reorganization under federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property; or

(e) an Event of Taxability has occurred; or

(f) an event of default shall have occurred with respect to any Parity Obligations;

then and in each and every such case during the continuance of such Event of Default the Corporation or the Lender as its assignee may, by notice in writing to the District declare all of the principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding.

This provision, however, is subject to the condition that, except with respect to an Event of Default under subsection (d) above, if at any time after such principal amount of the unpaid Installment Payments and the accrued interest thereon shall have been so declared immediately due and payable and before the acceleration date or the date of any judgment or decree for the payment of the money due shall have been obtained or entered:

(1) the District shall deposit with the Lender a sum sufficient to pay (x) all delinquent Installment Payments then-due and owing and causing an Event of Default under subsection (a) above and the accrued interest thereon, with any interest due on such overdue installments, and (y) the reasonable expenses of the Lender incurred as the result of such Event of Default, and

(2) any and all other defaults known to the Lender (other than in the payment of such overdue principal amount of the unpaid Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Lender or provision deemed by the Lender to be adequate shall have been made therefor, then and in every such case the Lender, by written notice to the District, may rescind and annul such declaration of immediate payment of all of the principal amount of the unpaid Installment Payments and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 7.02 Application of Funds Upon Default.

All moneys and investments in the funds and accounts held hereunder (other than the Rebate Fund, if any) upon the date of the declaration of an Event of Default as provided in Section 7.01 and all Gross Revenues thereafter received shall be applied as follows:

(a) Unless the principal of all Installment Payments shall have become or shall have been declared due and payable:

First: To the payment to the persons entitled thereto of the interest portion of all Installment Payments, with interest on overdue installments, if lawful, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any of the Installment Payments which shall have become due, with interest at their rate from the respective dates upon which they became due, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Installment Payments due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If all of the Installment Payments shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the Installment Payments, with interest on overdue interest and principal, as aforesaid, without preference or priority over interest or of interest over principal or of any installment of interest over any other installment of interest, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Section 7.03 Other Remedies of the Corporation.

The Corporation or the Lender, as assignee thereof, as applicable, may--

(a) by mandamus or other action or proceeding or suit at law or in equity enforce its rights against the District, or any board member, officer or employee thereof, and compel the District or any such board member, officer or employee to perform and carry out its or his duties under applicable law and the agreements and covenants contained herein required to be performed by it or him;

(b) by suit in equity enjoin any acts or things which are unlawful or violate the rights of the Lender;

(c) by suit in equity upon the happening of an Event of Default require the District and its board members, officers and employees to account as the trustee of an express trust; or

(d) by suit in equity, to seek the appointment of a receiver or other third party to operate the Enterprise and collect the Gross Revenues.

Section 7.04 Non-Waiver.

Nothing in this Article VII or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the Installment Payments to the Lender at the respective due dates or upon prepayment from the Gross Revenues, or, except as

expressly provided herein, shall affect or impair the right of the Corporation or the Lender, as assignee of the Corporation, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Lender shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Lender by applicable law or by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely, the parties shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.05 Remedies Not Exclusive.

No remedy herein conferred upon or reserved is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other law.

Section 7.06 Lender Exercise of Remedies.

The rights and remedies provided to the Corporation under this Article VII have been assigned by the Corporation to the Lender pursuant to the Assignment Agreement and shall be exercised by solely by the Lender in its discretion.

**ARTICLE VIII.
MISCELLANEOUS**

Section 8.01 Liability of District Limited.

Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Net Revenues legally available therefor in the Revenue Fund, and the other funds provided herein for the payment of the Installment Payments or for the performance of any agreements or covenants contained herein required to be performed by it. The District may, however, but shall not be required to, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

The obligation of the District to make the Installment Payments and the other amounts due hereunder is a special obligation of the District payable solely from the moneys legally available therefor hereunder, including but not limited to the Net Revenues and such other funds, and does not constitute a debt or pledge of the faith and credit of the District or of the State of California or of any

political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 8.02 Benefits of Installment Purchase Contract Limited to Parties.

Except as provided in Section 8.03, nothing contained herein, express or implied, is intended to give to any person other than the District or the Lender any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Lender shall be for the sole and exclusive benefit of the other party.

Section 8.03 Successor Is Deemed Included In All References to Predecessor.

Whenever the District or the Corporation is named or referred to herein, such reference shall be deemed to include the successor and assigns to the powers, duties and functions that are presently vested in the District or the Lender, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Corporation shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 8.04 Waiver of Personal Liability.

No board member, officer or employee of the District or the Corporation shall be individually or personally liable for the payment of the Installment Payments, but nothing contained herein shall relieve any board member, officer or employee of the District or the Corporation from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 8.05 Article and Section Headings, Gender and References.

The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Installment Purchase Contract as a whole and not to any particular article, section, subdivision or clause hereof.

Section 8.06 Partial Invalidity.

If any one or more of the agreements or covenants or portions thereof contained herein required to be performed by or on the part of the District or the Corporation shall be contrary to the law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Corporation hereby declare that they would have executed this Installment Purchase Contract, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 8.07 Assignment.

(a) The District hereby consents to the Corporation's assignment of this Installment Purchase Contract to the Lender pursuant to the Assignment Agreement.

(b) The Lender has the right at any time to assign, transfer, or convey this Installment Purchase Contract or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the District unless and until the Lender has delivered to the District written notice thereof that discloses the name and address of the assignee or the Loan Servicer (as hereafter provided and defined) and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Lender or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing herein limits the right of the Lender or its assignees to sell or assign participation interests in this Installment Purchase Contract to one or more entities listed in (i) or (ii), provided that any participation, custodial or similar agreement under which multiple ownership interests in this Installment Purchase Contract are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Loan Servicer") to act on their behalf with respect to the rights and interests of the Lender under this Installment Purchase Contract, including with respect to the exercise of rights and remedies of the Lender on behalf of such owners upon the occurrence of an event of default under this Installment Purchase Contract.

Section 8.08 California Law.

This Installment Purchase Contract shall be construed and governed in accordance with the laws of the State of California.

Section 8.09 Notices.

All written notices to be given hereunder shall be given by certified mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time namely:

If to the District: Groveland Community Services District
18966 Ferretti Road
Groveland, CA 95321
Attention: General Manager

If to the Corporation: Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, California 91361
Attention: Bill Morton

If to the Lender: Capital One Public Funding, LLC
1307 Walt Whitman Road, 3rd Floor
Melville, New York 11747
Attention: _____

The parties hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Unless otherwise requested by the parties, any notice required to be given hereunder in writing may be given by any form of Electronic Notice capable of making a written record.

Section 8.10 Effective Date.

This Installment Purchase Contract shall become effective upon its execution and delivery, and shall terminate when all Installment Payments shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Lender pursuant to Article VI hereof); provided that the obligation of the District to indemnify the Lender shall survive the termination of this Installment Purchase Contract.

Section 8.11 Execution in Counterparts.

This Installment Purchase Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 8.12 Amendments.

This Installment Purchase Contract may be amended in writing as may be mutually agreed by the District and the Lender. Any amendment made in violation of this Section 8.12 shall be a nullity and void.

Section 8.13 Third-Party Beneficiary.

The Lender shall be a third-party beneficiary of this Installment Purchase Contract.

IN WITNESS WHEREOF, the parties hereto have executed and attested the Installment Purchase Contract by their officers thereunto duly authorized as of the day and year first written above.

**GROVELAND COMMUNITY SERVICES
DISTRICT**

By: _____
President of the Board

MUNICIPAL FINANCE CORPORATION

By: _____
President

EXHIBIT A
DESCRIPTION OF THE PROJECT

2014 Project. The 2014 Project comprises the following described components.

<u>Component</u>	<u>Estimated Cost</u>
------------------	-----------------------

Total

2019 Project. The 2019 Project comprises the following described components.

<u>Component</u>	<u>Estimated Cost</u>
------------------	-----------------------

Total

SERIES B INSTALLMENT PAYMENT SCHEDULE

1. The principal amount of Series B Installment Payments to be made by the District hereunder is \$_____.

2. The Series B Installment Payments of principal and interest are payable in the amounts and on the Installment Payment Dates as follows:

<i>Installment Payment Date</i>	<i>Amount Attributable to Principal</i>	<i>Amount Attributable to Interest</i>	<i>Total</i>
<i>Third Business Day Prior To:</i>			

TOTAL	\$	\$	\$
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**GROVELAND COMMUNITY SERVICES DISTRICT
2019 Installment Purchase Agreement
(Refunding/New Sewer System Improvements)
Financing Calendar as of October 28, 2019**

<u>Date</u>	<u>Task</u>	<u>Party</u>
10/29/19	First Draft of Documents	SC
11/2/19	Comments on Documents Due	All
11/5/19	Second Draft of Documents/Resolution	SC
11/5/19	Resolution and Documents Placed on Board Agenda	ISS
11/12/19	Board Adoption of Financing Resolution	ISS
11/15/19	Notice of Redemption	TR
Week of 12/2/19	Document Signing	All
12/10/2019	Close Transaction	All
12/15/2019	Redemption of 2014 Bonds	TR

Participants

ISS = Issuer: Groveland Community Services District
SC = Special Counsel: Kutak Rock LLP
LA = Loan Arranger: Municipal Finance Corporation
LE = Lender: Capital One Public Funding, LLC
TR = 2014 Trustee: BNY Mellon Trust Company

RESOLUTION 50-19

A RESOLUTION APPROVING THE 2019 WASTEWATER TREATMENT PLANT AND LIFT STATION 2 IMPROVEMENTS PROJECT, ACCEPT FINANCING QUOTE FROM THE SPECIAL DISTRICT FINANCE AUTHORITY AND DIRECTING THE GENERAL MANAGER TO REQUEST PREPARATION OF RELATED AGREEMENTS, AND APPROVING A 2019/20 CAPITAL OUTLAY BUDGET AMENDMENT THEREFOR

WHEREAS, The District has established priorities for replacement and upgrade of infrastructure, and has identified portions of the system requiring immediate improvement; and

WHEREAS, the Wastewater Treatment Plant Headworks, Recycled Wastewater Irrigation System and Wastewater Collection System Lift Station #2 are currently original system equipment, have been maintained far beyond their useful life and require an abnormally high level of maintenance, personnel attention and repair; and

WHEREAS, the above mentioned infrastructure are planned for immediate replacement and improvement to current standards, with a project titled: 2019 Wastewater Treatment Plant and Lift Station #2 Improvements; and

WHEREAS, the 2019 Wastewater Treatment Plant and Lift Station #2 Improvements are proposed to be designed and constructed immediately due to their critical nature, and the project is intended to be funded with loan funds secured through the CSDA Finance Corporation, who has submitted an acceptable financing quote.

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

1. The **2019 Wastewater Treatment Plant and Lift Station #2 Improvements Project** is approved and the General Manager is directed to complete project design and engineer's estimate of probable cost, which shall be submitted to the Board to authorize project bidding.
2. The General Manager is hereby authorized to direct the CSDA Finance Corporation to prepare the Loan Installment Agreement and related documents for Board approval.
3. The General Manager is hereby directed to prepare a 2019/20 budget amendment based on the engineer's cost estimate, for approval by the Board prior to award of construction contract.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 12, 2019, by the following vote:

AYES: Directors

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Jennifer Flores, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on October 8, 2019.

DATED: _____



MUNICIPAL FINANCE CORPORATION

2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Telephone (805) 719-1235
www.munifinance.com

TERM SHEET

Municipal Finance Corporation hereby submits an installment purchase financing proposal in accordance with the terms and conditions set forth below.

Date: November 6, 2019

Purchaser: Groveland Community Services District (the “District”)

Seller: Municipal Finance Corporation

Assignee: Capital One Public Funding, LLC (the “Assignee”)

Financing Type: Sewer Revenue Installment Purchase Agreement

Purpose: The purpose of this transaction is to refinance the District’s outstanding 2014 sewer revenue bonds (“2014 Bonds”) and to provide funds for improvements to the District’s wastewater treatment plant.

Financing Amount: Estimated at \$3,418,000, comprised of \$1,893,000 in refunding proceeds, \$1,500,000 for new capital improvements and \$25,000 for costs of issuance.

Interest Rate: 2.84% (July 10, 2026 maturity) and 3.35% (July 10, 2039 maturity), locked through an expected closing date of December 10, 2019. The refunding component and the new capital improvement component will have its own respective installment payment schedule.

Bank Qualified: This proposal is subject to the District qualifying the financing pursuant to Section 265(b) of the Internal Revenue Code. This requires the District to issue no more than \$10,000,000 in tax-exempt financings in total during calendar year 2019.

Costs of Issuance: \$25,000 to cover the cost of special counsel (Kutak Rock LLP). CDIAC and trustee fees to be paid by the District.

Funding: The refunding proceeds shall be wired at closing (i) to the trustee for the 2014 Bonds and (ii) to an acquisition fund held by the District for the new capital improvements.

Prepayment Option: The District shall have the right to prepay the installment payments in whole on any installment payment date commencing on January 10, 2028. A 1% prepayment premium shall apply.

Security: The Installment Purchase Agreement shall be secured by a pledge of the net revenues of the sewer system of the District. The District shall covenant to maintain rates and charges so as to generate revenues equal to at least 125% of debt service each fiscal year, although the balance in a rate stabilization fund shall be considered revenues for purposes of the net revenue computation.

Documentation/Credit: Preparation of documents will be the responsibility of the special counsel. Closing the Installment Purchase Agreement is subject to favorable credit review and completion of documentation to the satisfaction of the Assignee.

Proposal Acceptance: Acceptance of this financing proposal is subject to approval of the District's governing body. The District shall incur no costs if the governing body elects not to approve this proposal.

Upon acceptance of this financing proposal, Municipal Finance Corporation shall use its best efforts to secure a credit approval in a timely fashion and otherwise to faithfully meet the requirements of this proposal. If this proposal is acceptable to the Groveland Community Services District, please sign below and return to my attention at your earliest convenience.

We look forward to the opportunity to be of service to the Groveland Community Services District.

Sincerely,

Proposal Accepted By:
Groveland Community Services District



Stefan Morton
Vice President

By _____

Date _____

SOURCES AND USES OF FUNDS

Groveland Community Services District
New Money and Refunding Installment Sale Agreement

Sources:	2019 Wastewater Revenue Installment Sale Agreement	2019 Wastewater Revenue Refunding	Total
Bond Proceeds:			
Par Amount	1,511,052.61	1,906,810.87	3,417,863.48
Other Sources of Funds:			
Prior Reserve Fund		327,717.52	327,717.52
	1,511,052.61	2,234,528.39	3,745,581.00
Uses:			
Project Fund Deposits:			
Project Fund	1,500,000.00		1,500,000.00
Refunding Escrow Deposits:			
Cash Deposit		2,220,581.00	2,220,581.00
Delivery Date Expenses:			
Cost of Issuance	11,052.61	13,947.39	25,000.00
	1,511,052.61	2,234,528.39	3,745,581.00

BOND PRICING

Groveland Community Services District
New Money and Refunding Installment Sale Agreement

Bond Component	Maturity Date	Amount	Rate	Yield	Price
2019 Wastewater Revenue Installment Sale Agreement, Term Bond:					
	07/10/2039	1,511,052.61	3.350%	3.350%	100.000
2019 Wastewater Revenue Refunding, Bond Component:					
	01/10/2020	154,538.42	2.840%	2.840%	100.000
	07/10/2020	122,350.00	2.840%	2.840%	100.000
	01/10/2021	127,287.37	2.840%	2.840%	100.000
	07/10/2021	127,219.85	2.840%	2.840%	100.000
	01/10/2022	127,151.37	2.840%	2.840%	100.000
	07/10/2022	132,081.92	2.840%	2.840%	100.000
	01/10/2023	132,007.48	2.840%	2.840%	100.000
	07/10/2023	136,184.49	2.840%	2.840%	100.000
	01/10/2024	135,317.06	2.840%	2.840%	100.000
	07/10/2024	139,437.31	2.840%	2.840%	100.000
	01/10/2025	138,512.32	2.840%	2.840%	100.000
	07/10/2025	142,574.20	2.840%	2.840%	100.000
	01/10/2026	146,590.00	2.840%	2.840%	100.000
	07/10/2026	145,559.08	2.840%	2.840%	100.000
		<u>1,906,810.87</u>			
		3,417,863.48			

Dated Date	12/10/2019	
Delivery Date	12/10/2019	
First Coupon	01/10/2020	
Par Amount	3,417,863.48	
Original Issue Discount		
Production	3,417,863.48	100.000000%
Underwriter's Discount		
Purchase Price	3,417,863.48	100.000000%
Accrued Interest		
Net Proceeds	3,417,863.48	

BOND SUMMARY STATISTICS

Groveland Community Services District
New Money and Refunding Installment Sale Agreement

Dated Date	12/10/2019
Delivery Date	12/10/2019
Last Maturity	07/10/2039
Arbitrage Yield	3.193837%
True Interest Cost (TIC)	3.193837%
Net Interest Cost (NIC)	3.208037%
All-In TIC	3.322621%
Average Coupon	3.208037%
Average Life (years)	6.797
Duration of Issue (years)	5.809
Par Amount	3,417,863.48
Bond Proceeds	3,417,863.48
Total Interest	745,252.85
Net Interest	745,252.85
Total Debt Service	4,163,116.33
Maximum Annual Debt Service	405,323.59
Average Annual Debt Service	212,584.66
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	1,906,810.87	100.000	2.840%	3.391
Term Bond	1,511,052.61	100.000	3.350%	11.094
	3,417,863.48			6.797

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,417,863.48	3,417,863.48	3,417,863.48
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-25,000.00	
- Other Amounts			
Target Value	3,417,863.48	3,392,863.48	3,417,863.48
Target Date	12/10/2019	12/10/2019	12/10/2019
Yield	3.193837%	3.322621%	3.193837%

BOND DEBT SERVICE BREAKDOWN

Groveland Community Services District
New Money and Refunding Installment Sale Agreement

Period Ending	2019 Wastewater Revenue Installment Sale Agreement	2019 Wastewater Revenue Refunding	Total	Annual Total
01/10/2020	8,819.82	159,051.21	167,871.03	167,871.03
07/10/2020	52,918.90	147,232.27	200,151.17	
01/10/2021	52,918.90	150,432.27	203,351.17	403,502.34
07/10/2021	52,918.90	148,557.27	201,476.17	
01/10/2022	52,918.90	146,682.27	199,601.17	401,077.34
07/10/2022	52,918.90	149,807.27	202,726.17	
01/10/2023	52,918.90	147,857.26	200,776.16	403,502.33
07/10/2023	52,918.90	150,159.77	203,078.67	
01/10/2024	52,918.90	147,358.52	200,277.42	403,356.09
07/10/2024	52,918.90	149,557.27	202,476.17	
01/10/2025	52,918.90	146,652.27	199,571.17	402,047.34
07/10/2025	52,918.90	148,747.27	201,666.17	
01/10/2026	52,918.90	150,738.52	203,657.42	405,323.59
07/10/2026	52,918.90	147,626.02	200,544.92	
01/10/2027	52,918.89		52,918.89	253,463.81
07/10/2027	52,918.90		52,918.90	
01/10/2028	52,918.90		52,918.90	105,837.80
07/10/2028	52,918.90		52,918.90	
01/10/2029	52,918.89		52,918.89	105,837.79
07/10/2029	52,918.90		52,918.90	
01/10/2030	52,918.89		52,918.89	105,837.79
07/10/2030	52,918.90		52,918.90	
01/10/2031	52,918.90		52,918.90	105,837.80
07/10/2031	52,918.90		52,918.90	
01/10/2032	52,918.90		52,918.90	105,837.80
07/10/2032	52,918.90		52,918.90	
01/10/2033	52,918.90		52,918.90	105,837.80
07/10/2033	52,918.90		52,918.90	
01/10/2034	52,918.90		52,918.90	105,837.80
07/10/2034	52,918.90		52,918.90	
01/10/2035	52,918.89		52,918.89	105,837.79
07/10/2035	52,918.89		52,918.89	
01/10/2036	52,918.90		52,918.90	105,837.79
07/10/2036	52,918.90		52,918.90	
01/10/2037	52,918.90		52,918.90	105,837.80
07/10/2037	52,918.90		52,918.90	
01/10/2038	52,918.90		52,918.90	105,837.80
07/10/2038	52,918.90		52,918.90	
01/10/2039	52,918.90		52,918.90	105,837.80
07/10/2039	52,918.90		52,918.90	
01/10/2040				52,918.90
	2,072,656.87	2,090,459.46	4,163,116.33	4,163,116.33

BOND DEBT SERVICE

Groveland Community Services District
2019 Wastewater Revenue Installment Sale Agreement

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/10/2020	4,601.46	3.350%	4,218.36	8,819.82	8,819.82
07/10/2020	27,685.84	3.350%	25,233.06	52,918.90	
01/10/2021	28,149.58	3.350%	24,769.32	52,918.90	105,837.80
07/10/2021	28,621.09	3.350%	24,297.81	52,918.90	
01/10/2022	29,100.49	3.350%	23,818.41	52,918.90	105,837.80
07/10/2022	29,587.92	3.350%	23,330.98	52,918.90	
01/10/2023	30,083.52	3.350%	22,835.38	52,918.90	105,837.80
07/10/2023	30,587.42	3.350%	22,331.48	52,918.90	
01/10/2024	31,099.76	3.350%	21,819.14	52,918.90	105,837.80
07/10/2024	31,620.68	3.350%	21,298.22	52,918.90	
01/10/2025	32,150.33	3.350%	20,768.57	52,918.90	105,837.80
07/10/2025	32,688.84	3.350%	20,230.06	52,918.90	
01/10/2026	33,236.38	3.350%	19,682.52	52,918.90	105,837.80
07/10/2026	33,793.09	3.350%	19,125.81	52,918.90	
01/10/2027	34,359.12	3.350%	18,559.77	52,918.89	105,837.79
07/10/2027	34,934.64	3.350%	17,984.26	52,918.90	
01/10/2028	35,519.80	3.350%	17,399.10	52,918.90	105,837.80
07/10/2028	36,114.75	3.350%	16,804.15	52,918.90	
01/10/2029	36,719.67	3.350%	16,199.22	52,918.89	105,837.79
07/10/2029	37,334.73	3.350%	15,584.17	52,918.90	
01/10/2030	37,960.08	3.350%	14,958.81	52,918.89	105,837.79
07/10/2030	38,595.92	3.350%	14,322.98	52,918.90	
01/10/2031	39,242.40	3.350%	13,676.50	52,918.90	105,837.80
07/10/2031	39,899.71	3.350%	13,019.19	52,918.90	
01/10/2032	40,568.03	3.350%	12,350.87	52,918.90	105,837.80
07/10/2032	41,247.54	3.350%	11,671.36	52,918.90	
01/10/2033	41,938.44	3.350%	10,980.46	52,918.90	105,837.80
07/10/2033	42,640.91	3.350%	10,277.99	52,918.90	
01/10/2034	43,355.14	3.350%	9,563.76	52,918.90	105,837.80
07/10/2034	44,081.34	3.350%	8,837.56	52,918.90	
01/10/2035	44,819.70	3.350%	8,099.19	52,918.89	105,837.79
07/10/2035	45,570.43	3.350%	7,348.46	52,918.89	
01/10/2036	46,333.74	3.350%	6,585.16	52,918.90	105,837.79
07/10/2036	47,109.83	3.350%	5,809.07	52,918.90	
01/10/2037	47,898.92	3.350%	5,019.98	52,918.90	105,837.80
07/10/2037	48,701.23	3.350%	4,217.67	52,918.90	
01/10/2038	49,516.97	3.350%	3,401.93	52,918.90	105,837.80
07/10/2038	50,346.38	3.350%	2,572.52	52,918.90	
01/10/2039	51,189.68	3.350%	1,729.22	52,918.90	105,837.80
07/10/2039	52,047.11	3.350%	871.79	52,918.90	
01/10/2040					52,918.90
	1,511,052.61		561,604.26	2,072,656.87	2,072,656.87

BOND DEBT SERVICE

Groveland Community Services District
2019 Wastewater Revenue Refunding

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/10/2020	154,538.42	2.840%	4,512.79	159,051.21	159,051.21
07/10/2020	122,350.00	2.840%	24,882.27	147,232.27	
01/10/2021	127,287.37	2.840%	23,144.90	150,432.27	297,664.54
07/10/2021	127,219.85	2.840%	21,337.42	148,557.27	
01/10/2022	127,151.37	2.840%	19,530.90	146,682.27	295,239.54
07/10/2022	132,081.92	2.840%	17,725.35	149,807.27	
01/10/2023	132,007.48	2.840%	15,849.78	147,857.26	297,664.53
07/10/2023	136,184.49	2.840%	13,975.28	150,159.77	
01/10/2024	135,317.06	2.840%	12,041.46	147,358.52	297,518.29
07/10/2024	139,437.31	2.840%	10,119.96	149,557.27	
01/10/2025	138,512.32	2.840%	8,139.95	146,652.27	296,209.54
07/10/2025	142,574.20	2.840%	6,173.07	148,747.27	
01/10/2026	146,590.00	2.840%	4,148.52	150,738.52	299,485.79
07/10/2026	145,559.08	2.840%	2,066.94	147,626.02	
01/10/2027					147,626.02
	1,906,810.87		183,648.59	2,090,459.46	2,090,459.46

SAVINGS

Groveland Community Services District
2019 Wastewater Revenue Refunding

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/10/2019 @ 3.1938366%
01/10/2020	161,055.00	159,051.21	2,003.79	2,003.79	1,998.51
07/10/2020	159,255.00	147,232.27	12,022.73		11,802.55
01/10/2021	162,455.00	150,432.27	12,022.73	24,045.46	11,617.03
07/10/2021	160,580.00	148,557.27	12,022.73		11,434.44
01/10/2022	158,705.00	146,682.27	12,022.73	24,045.46	11,254.71
07/10/2022	161,830.00	149,807.27	12,022.73		11,077.80
01/10/2023	159,880.00	147,857.26	12,022.74	24,045.47	10,903.69
07/10/2023	162,182.50	150,159.77	12,022.73		10,732.29
01/10/2024	159,381.25	147,358.52	12,022.73	24,045.46	10,563.60
07/10/2024	161,580.00	149,557.27	12,022.73		10,397.56
01/10/2025	158,675.00	146,652.27	12,022.73	24,045.46	10,234.13
07/10/2025	160,770.00	148,747.27	12,022.73		10,073.27
01/10/2026	162,761.25	150,738.52	12,022.73	24,045.46	9,914.94
07/10/2026	159,648.75	147,626.02	12,022.73		9,759.09
01/10/2027	161,536.25		161,536.25	173,558.98	129,061.22
07/10/2027	163,320.00		163,320.00		128,435.36
01/10/2028				163,320.00	
	2,573,615.00	2,090,459.46	483,155.54	483,155.54	399,260.18

Savings Summary

PV of savings from cash flow	399,260.18
Less: Prior funds on hand	-327,717.52
Net PV Savings	71,542.66

RESOLUTION 51-19

A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF AN INSTALLMENT PURCHASE CONTRACT AND AUTHORIZING THE EXECUTION OF OTHER NECESSARY DOCUMENTS AND RELATED ACTIONS

WHEREAS, the Groveland Community Services District (the “District”) is a community services district duly organized and validly existing under the laws of the State of California; and

WHEREAS, the District is authorized by the laws of the State of California to acquire certain property for its wastewater system and to finance and refinance the acquisition and construction of such facilities through the execution of installment purchase contracts; and

WHEREAS, the District proposes to undertake the refinancing of its Wastewater Revenue Refunding Bonds, Series 2014 (the “2014 Bonds”) issued by the District pursuant to an Indenture of Trust, dated as of June 1, 2014, between the District and The Bank of New York Mellon Trust Company, N.A., as trustee for the purpose of refinancing the acquisition and construction of certain improvements, betterments, renovations and expansions of facilities within its wastewater system; and

WHEREAS, the District further proposes to finance certain improvements to the District’s wastewater treatment plant (the “2019 Project”); and

WHEREAS, to provide funds necessary to refinance the 2014 Bonds and finance the 2019 Project, the District desires to enter into that certain Installment Purchase Contract (the “Installment Purchase Contract”) with Municipal Finance Corporation (the “Corporation”) in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution; and

WHEREAS, the Corporation intends to assign without recourse certain of its rights under and pursuant to the Installment Purchase Contract to Capital One Public Funding, LLC (the “Bank”), pursuant to an Assignment Agreement, between the Bank and the Corporation; and

WHEREAS, there have been presented at this meeting the form of Installment Purchase Contract relating to such action; and

WHEREAS, the District desires to appoint Kutak Rock LLP, as special counsel (“Special Counsel”), in connection with the refinancing of the 2014 Bonds and financing of the 2019 Project; and

WHEREAS, pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), under certain circumstances, certain obligations the interest on which is exempt from federal income tax under Section 103 of the Code may be designated by the issuer thereof as “qualified tax-exempt obligations,” thereby allowing certain financial institutions that are

holders of such qualified tax exempt obligations to deduct for federal income tax purposes a portion of such institution's interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

WHEREAS, the Board of Directors of the District (the "Board") wishes to designate the Installment Purchase Contract as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code; and

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) ("SB 450") requires that the Board obtain from an underwriter, municipal advisor or private lender and disclose, prior to authorization of the issuance of bonds, including debt instruments such as the Installment Purchase Contract, with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the Installment Purchase Contract, (b) the sum of all fees and charges paid to third parties with respect to the Installment Purchase Contract, (c) the amount of proceeds of the Installment Purchase Contract expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Installment Purchase Contract, and (d) the sum total of all debt service payments on the Installment Purchase Contract calculated to the final maturity of the Installment Purchase Contract plus the fees and charges paid to third parties not paid with the proceeds of the Installment Purchase Contract; and

WHEREAS, in compliance with SB 450, the Board obtained from the Placement Agent, the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing and refinancing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, the Board of Directors of the District **DOES HEREBY RESOLVE, DETERMINE AND ORDER:**

Section 1. All of the recitals herein contained are true and correct and the Board so finds.

Section 2. The form of Installment Purchase Contract submitted to this meeting and made a part hereof as though set forth herein is hereby approved. The President of the Board, and such other member of the Board as the President may designate, the General Manager of the District, and such other officers of the District as the General Manager of the District may designate (each an "Authorized Officer") are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute and deliver the Installment Purchase Contract in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, with the advice and approval of District Counsel and Special Counsel, such requirement or approval to be conclusively evidenced by the execution and delivery of the

Installment Purchase Contract by such Authorized Officer. In connection therewith, the District approves the execution and delivery of the Installment Purchase Contract so long as the maturity of the Series A Installment Payments (as defined in the Installment Purchase Contract) does not exceed July 10, 2026, the interest rate with respect to the Series A Installment Payments does not exceed 2.84%, and the principal amount of the Series A Installment Payments does not exceed \$1,925,000 and so long as the maturity of the Series B Installment Payments (as defined in the Installment Purchase Contract) does not exceed July 10, 2039, the interest rate with respect to the Series B Installment Payments does not exceed 3.35%, and the principal amount of the Series B Installment Payments does not exceed \$1,525,000.

Section 3. The Installment Payments due under the Installment Purchase Contract are hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The Board hereby finds and determines that the aggregate face amount of all tax- exempt obligations (other than private activity bonds) issued by the District (and all subordinate entities thereof) during calendar year 2019 is not expected to exceed \$10,000,000.

Section 4. The Board hereby authorizes and directs the President of the Board, the General Manager or a designee in writing to make appropriate arrangements to establish a special fund into which the proceeds of the financing received by the District are deposited for the purpose of paying the costs of the 2019 Project.

Section 5. The Board hereby appoints the firm of Kutak Rock LLP, as special counsel, in connection with the refinancing of the 2014 Bonds and the financing of the 2019 Project. The Board hereby authorizes the General Manager to execute and deliver an agreement with said firm for its services. Payment of fees and expenses with respect to such agreements shall be contingent upon the execution of the Installment Purchase Contract.

Section 6. In accordance with SB 450, good faith estimates of the following have been obtained from the Placement Agent and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Installment Purchase Contract, (b) the sum of all fees and charges paid to third parties with respect to the Installment Purchase Contract, (c) the amount of proceeds of the Installment Purchase Contract expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Installment Purchase Contract, and (d) the sum total of all debt service payments on the Installment Purchase Contract calculated to the final maturity of the Installment Purchase Contract plus the fees and charges paid to third parties not paid with the proceeds of the Installment Purchase Contract.

Section 7. The Officers and staff of the District are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, including but not limited to a fee agreement, costs of issuance agreement, custodian agreement or other similar agreements, which in consultation with District Counsel and Special Counsel, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any and all such actions previously taken by such Officers or staff members are hereby ratified and confirmed.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting held on November 12, 2019.

President

ATTEST:

District Secretary

I, hereby certify that the foregoing Resolution No. _____ was passed and adopted at a regular meeting of said Board on the 12th day of November 2019, by the following vote, to wit:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of November 2019.

District Secretary

Exhibit A

GOOD FAITH ESTIMATES

The following information was obtained from the District's Placement Agent, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the Installment Purchase Contract:

1. *True Interest Cost of the Installment Purchase Contract.* Assuming the maximum aggregate principal amount of the Installment Purchase Contract authorized to be issued (\$3,450,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Installment Purchase Contract, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for Installment Purchase Contract, is 3.35%.

2. *Finance Charge of the Installment Purchase Contract.* Assuming the maximum aggregate principal amount of the Installment Purchase Contract authorized to be issued (\$3,450,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the District's finance charge of the Installment Purchase Contract, which means the sum of all fees and charges paid to third parties from the principal amount of the Installment Purchase Contract, is \$25,000.

3. *Amount of Proceeds to be Received by the District.* Assuming the maximum aggregate principal amount of the Installment Purchase Contract authorized to be issued (\$3,450,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the District for sale of the Installment Purchase Contract less the finance charge of the Installment Purchase Contract described in paragraph 2 above and any reserves or capitalized interest paid or funded with proceeds of the Installment Purchase Contract, is \$3,425,000.

4. *Total Payment Amount.* Assuming the maximum aggregate principal amount of the Installment Purchase Contract authorized to be issued (\$3,450,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Installment Purchase Contract plus the finance charge of the Installment Purchase Contract described in paragraph 2 above not paid with the proceeds of the Installment Purchase Contract, calculated to the final maturity of the Installment Purchase Contract, is \$4,190,000.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from those presently estimated due to variations from these estimates in the timing of the sale of the Installment Purchase Contract, the actual principal amount of Installment Purchase Contract sold, the amortization of the Installment Purchase Contract sold and market interest rates at the time of sale. The date of sale and the amount of Installment Purchase Contract sold will be determined by the District based on need for improvement funds and other factors. The actual interest rates at which the Installment Purchase Contract will be sold will depend on the bond market at the time of sale. The actual amortization of the Installment Purchase Contract will also depend, in part, on market interest rates at the time of sale. Market interest rates are affected by economic and

other factors beyond the District's control. The Board of Directors has approved the execution of the Installment Purchase Contract with a maximum true interest cost of 3.35%.

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: November 12, 2019

SUBJECT: Agenda Item 6D: Adoption of a Resolution Approving Agreement with the City and County of San Francisco and the Tuolumne County Transportation Commission for the Installation of a Changeable Message Board on Hetch Hetchy Water and Power Lot 426, GCS D Lift Station 16

RECOMMENDED ACTION

Adopt the Resolution Approving Agreement with the City and County of San Francisco and the Tuolumne County Transportation Commission for the Installation of a Changeable Message Board on Hetch Hetchy Water and Power Lot 426, GCS D Lift Station 16

BACKGROUND

Several years ago, the GCS D began working with the Tuolumne County Transportation Commission (TCTC) for the potential installation of a digital message board to be located on the Lift Station 16 property in Big Oak Flat, identified as Hetch Hetchy Water and Power Lot 426. The District has an easement on Lot 426 for the location of Lift Station 16, and the District does not own this parcel of land, therefore cannot itself approve the location of the digital sign on the property.

TCTC and GCS D staff have been coordinating on the project, and community member Bob Asquith has been working with both parties and Hetch Hetchy to assist in securing the rights to install the sign on the property. An agreement has been proposed by Hetch Hetchy, and is attached for your review and approval.

The TCTC is funding the project through a grant from Yosemite National Park. The original intent of the sign is to provide visitor information aimed at reducing traffic congestion in Yosemite Valley. TCTC anticipates messages notifying the public about traffic congestion, delays entering the park and opportunities to ride Yosemite Area Regional Transit System into the Park. In the Hetch Hetchy cover letter, it noted limitations on the use of the sign to “provide the public information including, but not limited to, water usage, drought information, hazards, advisories, and fire danger, and for no other purpose”. While TCTC and GCS D support the use of the sign for these purposes when appropriate, we need the City to additionally authorize use of the sign for the provision of information on traffic congestion, delays entering the park, opportunities to

ride Yosemite Area Regional Transit System into the Park and general visitor information.

In the proposed agreement, the length of time allowed to construct the sign will need to be extended given the winter weather ahead and other planning considerations. We expect that Hetch Hetchy will approve the agreement changes being recommended by GCSD and TCTC, and we therefore seek approval of agreement, by resolution, providing the authority to staff to negotiate acceptable language related to construction time and allowable messaging.

Also included in this agenda packet is a draft slate of terms and conditions for some form of Memorandum of Agreement with the TCTC related to the installation, operation and maintenance of the sign. Please note that these details have not yet been reviewed with TCTC and are presented at this time for information only to define what a potential relationship could look like; and are not part of the Board's consideration of the agreement with Hetch Hetchy.

The Board can act to approve the agreement at this meeting, or wait for approval at a future meeting when the details of a revised agreement with Hetch Hetchy have been finalized, and the terms of an MOA with the TCTC have been finalized as well.

ATTACHMENTS

- Draft Agreement with Hetch Hetchy
- Draft agreement approval resolution
- Draft future TCTC MOA terms

FINANCIAL IMPACTS

None



July 9, 2019

Hetch Hetchy Water and Power Division

Via Email: dgrossi@co.tuolumne.ca.us **Via Email:** pkampa@gcsd.org

Tuolumne County Transportation Council
 Darin Grossi, Executive Director
 48 W. Yaney Avenue
 Sonora, California 95370

Groveland Community Services District
 Peter J. Kampa, General Manager
 18966 Ferretti Road
 Groveland, California 95321

Subject: Request for consent to install an electronic changeable message sign on Hetch Hetchy Water and Power (“HHWP”) Lot 426 in Tuolumne County, California

Dear Mr. Grossi and Mr. Kampa:

The City and County of San Francisco (“**City**”), through the San Francisco Public Utilities Commission (“**SFPUC**”), owns the above-referenced real property (“**Property**”). City, through the SFPUC, and Groveland Community Services District (“**GCSD**”) are parties to that certain contract for water service, dated January 1, 1984, which provides for the sale and delivery of water by City to GCSD and grants GCSD, with City’s express written approval, access to City-owned lands for the installation, construction, operation, and maintenance of additional facilities of GCSD’s water supply system. To that end, GCSD, in partnership with the Tuolumne County Transportation Council (collectively “**Requesting Party**”), requests City’s consent to use the Property for the installation, operation, and maintenance of a noncommercial electronic changeable message sign (the “**Sign**”) to provide the public with information including, but not limited to, water usage, drought information, hazards, advisories, and fire danger, and for no other purpose.

In connection with your request, we hereby consent to Requesting Party and its contractor, if any, performing the Sign installation work (the “**Work**”), as shown and described in the drawing attached as **Exhibit B**, at the location identified on the attached **Exhibit A** (the “**Work Area**”), subject to, and conditioned strictly on, Requesting Party’s compliance, and causing its contractor(s) engaged to perform all or part of the Work (singularly or collectively, “**Contractor**”), if any, to comply, with all the following terms and conditions:

- London N. Breed**
Mayor
- Ann Moller Caen**
President
- Francesca Vietor**
Vice President
- Anson Moran**
Commissioner
- Sophie Maxwell**
Commissioner
- Tim Paulson**
Commissioner
- Harlan L. Kelly, Jr.**
General Manager



1. Following completion of the Work, Requesting Party shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the Property, nor shall Requesting Party make any alterations or additions to any of existing structures or improvements on the Property, unless Requesting Party first obtains City's prior written consent, which City may give, condition, or withhold at its sole and absolute discretion. For purposes of this consent, the term "improvements" includes, without limitation, buildings and other structures, pipes, conduits, and other utility facilities, gravel, decomposed granite, asphalt, concrete, cementitious driveways, sidewalks, parking areas, sheds, storage facilities, and fences.
2. Without limiting City's rights under this consent, if Requesting Party's use of the Property is interrupted or disrupted for any reason, including without limitation, in connection with any SFPUC request for removal or alteration of Requesting Party's improvements located on the Property, Requesting Party acknowledges and agrees that, at its sole cost, Requesting Party shall be responsible for any and all costs of alteration, removal, and/or restoration of Requesting Party's improvements. City shall not be responsible to mitigate for any impacts or effects of any potential financial losses or losses or interference with business or recreational uses, or other impacts associated with any interruption or disruption of Requesting Party's use of the Property, or any related costs.
3. Requesting Party shall pay all costs and fees associated with the Work.
4. City has no responsibility or liability of any kind with respect to any pipes, cables, conduits, or other facilities of utility companies or other third parties that may be on, in, or under the Work Area. Requesting Party shall be solely responsible to locate such utilities, City's facilities, and other existing facilities, protect them from damage, and pay for any damage caused by the activities of Requesting Party or its agents, contractors, or invitees on or about the Work Area.
5. Requesting Party shall not interfere with, damage, or endanger in any way City's Property, or any of City's current or future surface or subterranean improvements, pipelines, utilities, or appurtenances. If any portion of the Property or any of City's improvements or other personal property located on or about the Property is damaged by any of the activities of Requesting Party or its agents or invitees, Requesting Party shall immediately notify City and shall repair, at Requesting Party's sole cost, any and all such damage and restore the Property and/or damaged City personal property to its previous condition; provided, however, at its sole discretion, City may elect to make any

necessary repairs to City's facilities itself, at Requesting Party's sole cost, by notifying Requesting Party of such fact, in which event Requesting Party shall pay City the cost thereof within thirty (30) days after receipt of City's invoice.

6. Requesting Party shall contact HHWP's Mike Sorini at (209) 989-2537 a minimum of ten (10) business days prior to commencement of construction in connection with the Work. The following information may be required to be submitted by Requesting Party, and approved by HHWP, prior to the commencement of the Work:
 - (a) A list of the names, addresses, telephone numbers, and e-mail addresses of all contractors engaged by or on behalf of Requesting Party to perform the Work;
 - (b) A schedule setting forth the principal tasks and distinct phases of each principal component of the Work, including proposed working hours, a daily schedule of such tasks and components, and the expected duration of construction activities on or about the Property;
 - (c) A listing of all major equipment expected to be employed by or on behalf of Requesting Party in connection with the performance of the Work; and
 - (d) A list of all products to be installed on or about the Property in connection with the Work. Any substitutions or alterations of the approved plans shall require HHWP's written approval.
7. Prior to the commencement of the Work, HHWP may assign a construction inspector (the "**Construction Inspector**"), who will be present onsite during the course of the Work. The Construction Inspector is authorized to instruct Requesting Party to cease any work on the Property at any time to protect City's assets. Notification prior to the start of the Work must be given to the Underground Services Alert (USA). USA requires at least 48 hours' notice before a ticket is certified.
8. The Work must be commenced within 90 days, and completed within 180 days, after the effective date of this consent. Upon completion of the Work, Requesting Party shall cause all debris to be removed and restore all portions of the Property affected by the Work to its original condition to HHWP's satisfaction.
9. At its sole expense, Requesting Party shall conduct, and cause to be conducted, the Work and any other activities permitted by this consent in a safe and reasonable manner and in compliance with all applicable laws, rules, and regulations of any applicable governmental or other regulatory

entity and applicable industry standards, (including, without limitation, restrictions on heavy equipment and vibrating compaction equipment as may be required and detailed by the Construction Inspector).

10. Requesting Party shall procure at its expense and keep in effect, and cause its Contractor, if any, to procure, at its expense and keep in effect at all times during the course of the Work, commercially reasonable insurance, adequate to cover Requesting Party's obligations under this consent, and shall name as additional insured in the liability policies the City and County of San Francisco and its Public Utilities Commission, and their respective officers, agents, volunteers, and employees. Prior to commencement of the Work, and at City's request at any time, Requesting Party shall deliver to City certificates of insurance evidencing the insurance coverage required by this consent, together with complete copies of the policies at City's request. The minimum coverage of insurance shall be as follows: **(a)** General Liability Insurance with limits not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, independent contractors, explosion, collapse and underground (XCU), personal injury, broadform property damage, products and completed operations; **(b)** Automobile Liability Insurance not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles, as applicable, if Requesting Party or its Contractor uses or causes to be used any vehicles in connection with its performance of the Work or use of the Property; and **(c)** workers' compensation insurance with employer's liability coverage of not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Requesting Party, its employees, agents, contractors, and subcontractors on or about the Property.

Should any of the required insurance (other than pollution legal liability insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall double the occurrence or claims limits specified above.

At all times, all policies shall be in form and content, and with coverage types and amounts, satisfactory to City's Risk Manager, and shall remain subject to City's periodic review of limits and types of insurance to be carried. All required liability insurance shall specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of the Work and that the insurance applies separately to each insured against whom claim is made

or suit is brought. All policies shall be endorsed to require at least thirty (30) days' prior written notice to City of cancellation or intended non-renewal. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating no less than "A-, VIII" and shall be satisfactory to City. If Requesting Party or its Contractor fails to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Requesting Party, and the resulting cost shall be paid to City by Requesting Party within five (5) days after delivery to Requesting Party of bills for such costs.

Requesting Party shall have the right to self-insure with respect to any of the insurance required under this consent, to the extent permitted by applicable law. If Requesting Party elects to self-insure, Requesting Party shall submit to SFPUC a certificate of self-insurance signed by a duly authorized representative of Requesting Party, such certificate evidencing that Requesting Party's self-insurance program is adequately funded, in full force and effect, and in compliance with and subject to all the terms, agreements, covenants, conditions, and provisions of this consent, and shall give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Requesting Party remains responsible for causing its Contractor and any of its subcontractors and/or agents to maintain commercially reasonable insurance coverages and coverage limits as required under this consent.

11. By its acceptance of this letter and its signature below, Requesting Party hereby agrees to indemnify and hold harmless City, its Public Utilities Commission, and their respective officers, agents, employees, contractors, and volunteers (together, the "**Indemnified Parties**") against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**") arising out of, or that may be alleged to have arisen out of, any act or omission of Requesting Party or its Contractor, employees, representatives, invitees, or agents, in connection with this consent, the Work, and/or the Requesting Party's use and operation of the Sign, or its use of the Work Area and/or any other City property affected by the Work except to the extent the Claims result from the gross negligence or willful misconduct of City or City's authorized representatives. The term "Claims" shall include, without limitation, liabilities resulting from environmental pollution, to the extent caused or exacerbated by any act or omission of Requesting Party or its employees, contractors, representatives, invitees, or agents, and environmental remediation and disposal costs. Requesting Party shall defend City and the other Indemnified Parties against all Claims and pay all charges of attorneys and all other costs and expenses arising therefore or incurred in connection therewith; and if any judgment be rendered against City or any of the other Indemnified Parties, Requesting Party shall satisfy and discharge same immediately, at its expense.

12. Neither City nor any of its commissions, boards, officers, agents, or employees shall be liable for any damage to, or for any bodily injury or death resulting or arising from the condition of the Property or its use by Requesting Party. Without limiting any indemnification contained in this consent, Requesting Party fully RELEASES, WAIVES, AND DISCHARGES forever all Claims relating to this consent, the Work, the Work Area, and/or any other City property affected by the Work, and covenants not to sue City, its departments, commissions, officers, and employees, and all persons acting through them, under any present or future laws. Requesting Party acknowledges that the above release includes all Claims, known and unknown, direct and indirect, and anticipated and unanticipated.
13. Requesting Party accepts the Property in its "AS IS" condition and acknowledges and agrees that neither City nor any of its employees, representatives, or agents have made, and City hereby disclaims, any representations or warranties, express or implied, concerning the Property.
14. The obligations contained in this consent shall survive any termination of this consent and the performance of the Work. This consent is revocable, nonpossessory, nonexclusive, and personal to Requesting Party and shall not be assigned or otherwise transferred by Requesting Party under any circumstances. City may freely revoke this consent at any time without cause and without any liability to the Requesting Party. This consent does not constitute a license or grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Property. Nothing in this consent grants or creates any franchise rights pursuant to any federal, state, or local laws, or diminishes the scope, nature, or priority of City's rights in the Property.

This consent may be signed in counterparts. This consent will be considered signed when an original counterpart of the consent, signed by an authorized signing officer of the signing party, is delivered to the other party, or an electronic copy of such signed counterpart is delivered to the other party in an Adobe .pdf file by email transmission to Dina Brasil at dbrasil@sfgwater.org. Such electronic copy shall be treated in all respects as having the same effect as an original.

Please contact Dina Brasil at (415) 934-3914 with any questions.

Sincerely,

Rosanna S. Russell
Real Estate Director

AGREED TO AND ACCEPTED this ____ day of _____, 2019.

Requesting Party:

Groveland Community Services District,
a Special District of the State of California

By: _____

Print Name: _____

Print Title: _____

Tuolumne County Transportation Council,
a California Joint Powers Authority

By: _____

Print Name: _____

Print Title: _____

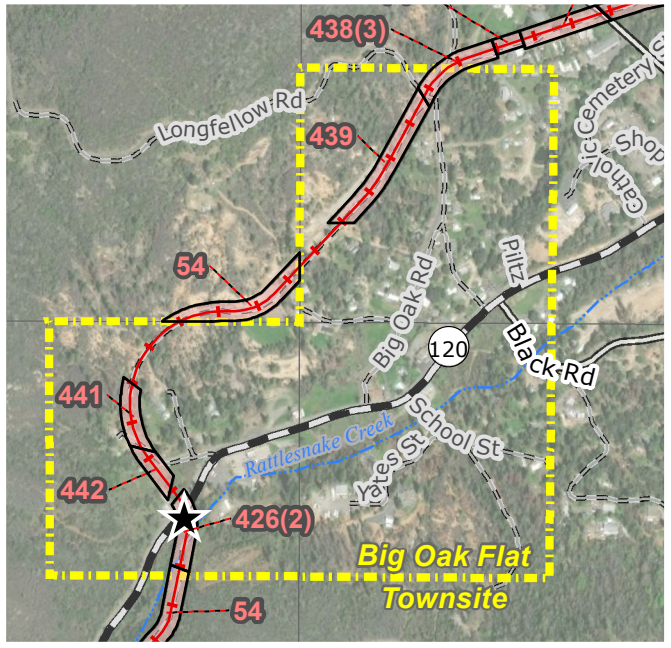
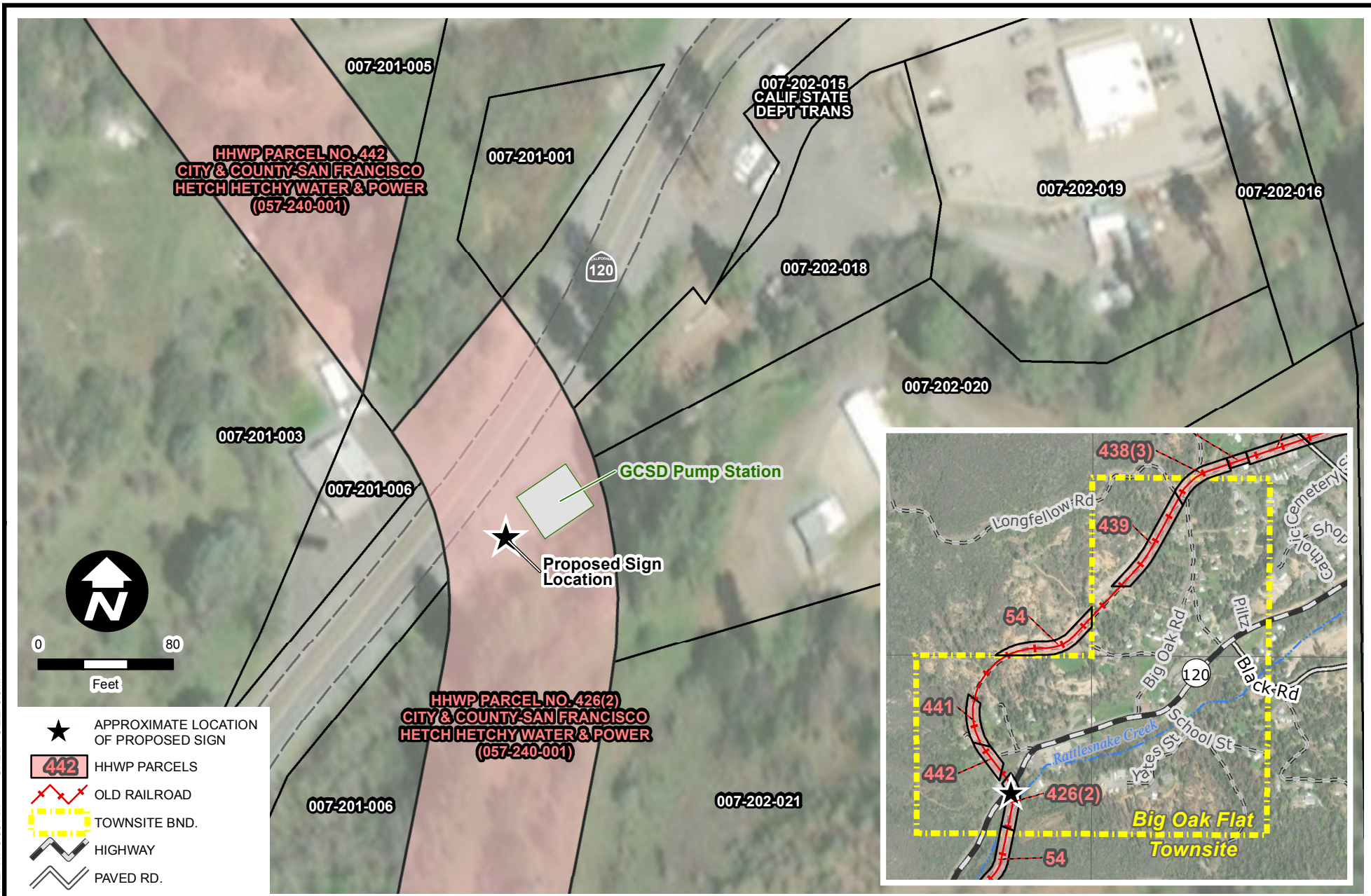
Attachments: **Exhibit A** (Work Area)
Exhibit B (Drawings)

cc: Dina Brasil, SFPUC Real Estate Services
Kevin Bolter, SFPUC Hetch Hetchy Water and Power
Mike Sorini, SFPUC Hetch Hetchy Water and Power
Moccasin Records
Consent Letter File

EXHIBIT A

Work Area

[attached]



TIME: 11:43:55 AM SHEET SIZE: 8.5in. x 11in.
 PRINT DATE: 3/14/2019

- ★ APPROXIMATE LOCATION OF PROPOSED SIGN
- 442 HHWP PARCELS
- OLD RAILROAD
- TOWNSITE BND.
- HIGHWAY
- PAVED RD.



EXHIBIT MAP BIG OAK FLAT PROPOSED CHANGEABLE MESSAGE SIGN

149

Scale:	N/A
Date:	03/13/2019
Drawn By:	J.MONTGOMERY
Chk'd By:	G.BALL

Drawing No.:
ROW-G190136-00

EXHIBIT B

Approved Plans

[attached]

Big Oak Flat Proposed Changeable Message Sign



1 inch = 50 feet



05724001
CITY & COUNTY-SAN FRANCISCO
HETCH HETCHY WATER & POWER

00720215
CALIF STATE DEPT TRANS

90039386

GCSD Pump Station

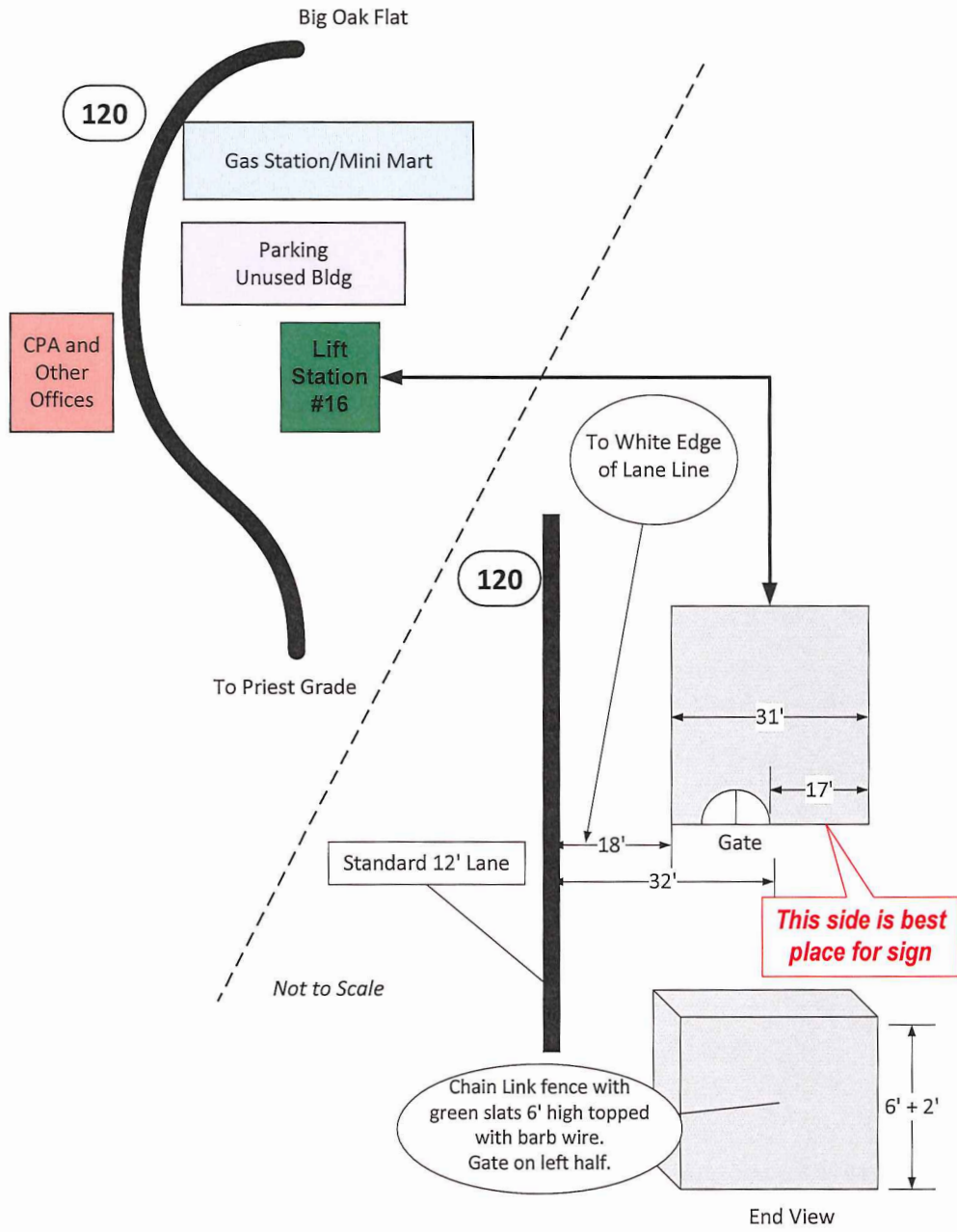
39752

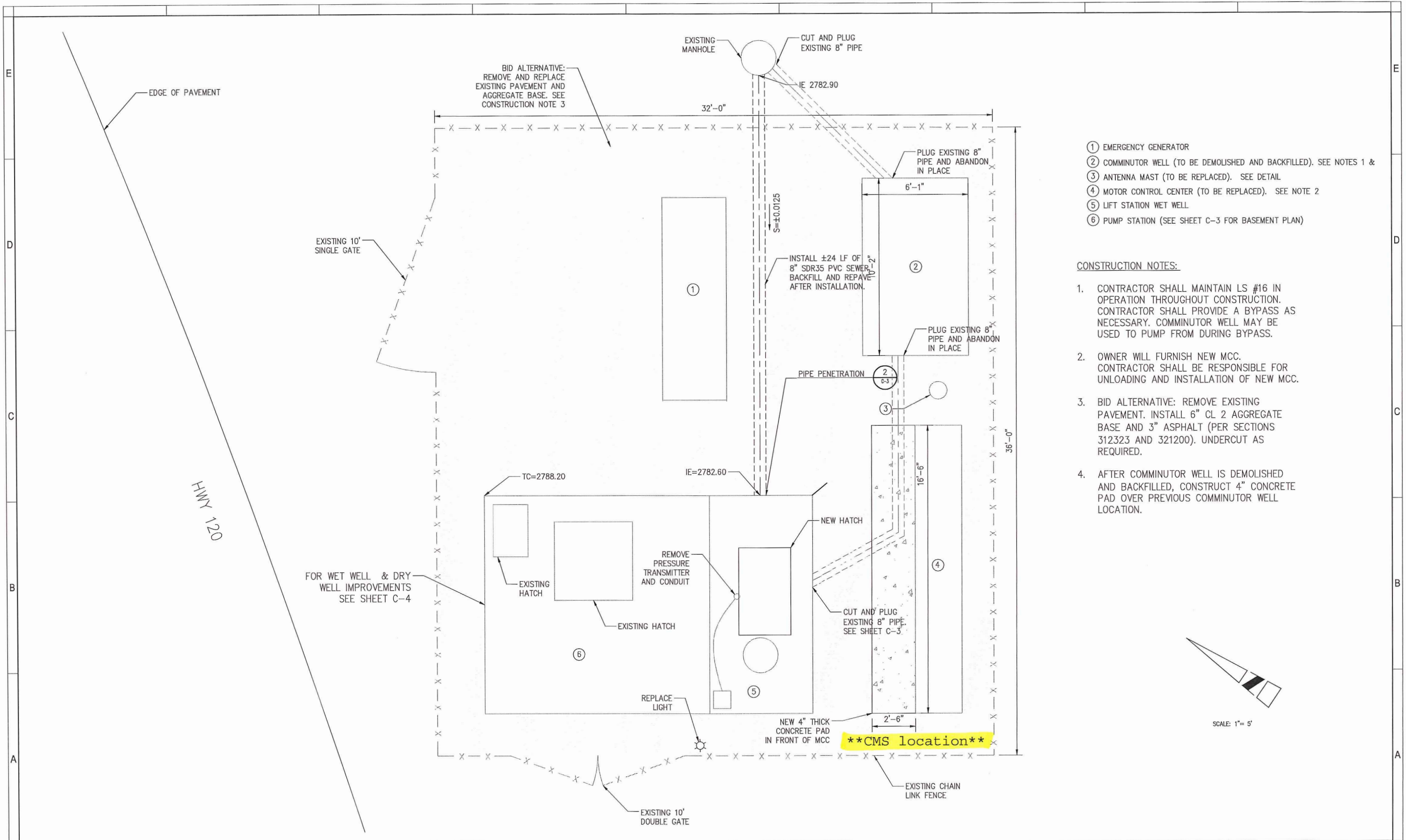
by Dorothea Schigge
CRA
4/09/13
H:\GIS\Projects\Trails2011\GIS\Proposed_Trail_Signs\BigOakFlat\BigOakFlat.mxd

Document Path: P:\GIS\GIS\Projects\Trails\Trails2011\BigOakFlat\ChangeableSign_BigOakFlat.mxd

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



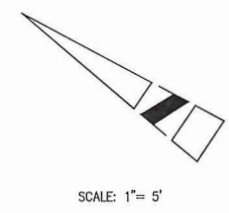




- ① EMERGENCY GENERATOR
- ② COMMINUTOR WELL (TO BE DEMOLISHED AND BACKFILLED). SEE NOTES 1 &
- ③ ANTENNA MAST (TO BE REPLACED). SEE DETAIL
- ④ MOTOR CONTROL CENTER (TO BE REPLACED). SEE NOTE 2
- ⑤ LIFT STATION WET WELL
- ⑥ PUMP STATION (SEE SHEET C-3 FOR BASEMENT PLAN)

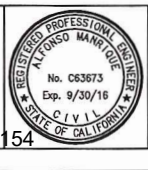
CONSTRUCTION NOTES:

1. CONTRACTOR SHALL MAINTAIN LS #16 IN OPERATION THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL PROVIDE A BYPASS AS NECESSARY. COMMINUTOR WELL MAY BE USED TO PUMP FROM DURING BYPASS.
2. OWNER WILL FURNISH NEW MCC. CONTRACTOR SHALL BE RESPONSIBLE FOR UNLOADING AND INSTALLATION OF NEW MCC.
3. BID ALTERNATIVE: REMOVE EXISTING PAVEMENT. INSTALL 6" CL 2 AGGREGATE BASE AND 3" ASPHALT (PER SECTIONS 312323 AND 321200). UNDERCUT AS REQUIRED.
4. AFTER COMMINUTOR WELL IS DEMOLISHED AND BACKFILLED, CONSTRUCT 4" CONCRETE PAD OVER PREVIOUS COMMINUTOR WELL LOCATION.



REV	DATE	DESCRIPTION	APPR

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DESIGNED BY	AM	PROJECT ENGINEER	ALFONSO MANRIQUE
	DRAWN BY	BL	REG NUMBER	C63673
	CHECKED BY	AM	PROJECT NUMBER	GCSCLS16
	DATE	3/11/16	CADD STANDARDS	



GROVELAND COMMUNITY SERVICES DISTRICT		DRAWING	C-2
LIFT STATION 16 IMPROVEMENTS		SHEET	4
SITE PLAN IMPROVEMENTS		OF SHEETS	

Project Description- Installation and Operation of a Changeable Message Sign along SR 120

The Tuolumne County Transit Agency (TCTA), in partnership with Yosemite National Park and Groveland Community Services District proposes to install a changeable message sign (CMS) along State Route 120 just west of the community of Big Oak Flat in Tuolumne County.

A Changeable Message Sign (CMS) is a dynamic medium for engaging travelers with pertinent information as they enter (Yosemite Gateway) communities. The TCTA proposes to purchase a sign of this nature to help communicate with Yosemite bound travelers, in addition to motorists in general.

The location for placement of the CMS is a facility referred to as Pump Station #16, currently operated by Groveland Community Services District (although the underlying ground is owned by Hetch Hetchy). It is our understanding the Hetch Hetchy is in the process of giving this parcel to GCSD.

Yosemite National Park has a unique pattern to its visits. Ninety-five percent (95%) of visitors who come to Yosemite, only see five percent (5%) of the Park (Valley floor). This is to say that, almost all of the visitors funnel into the same part of the park at the same time, causing parking shortages and traffic congestion.

The TCTA has been working with the Park, YARTS and locals to help market transportation alternatives to Yosemite Valley. Currently, we have funding from Yosemite to purchase and install a changeable message sign along the SR120 corridor. This investment would allow for messaging to Yosemite bound travelers about conditions in the Park, hazards, advisories, alongside other public agency messaging, including GCSD. We propose installing this signage on the north side of GCSD's property encompassing Pump Station #16.

GCSD has agreed to hosting the CMS within its gated facility. They have also agreed to help install the sign.

November 7, 2019

Tuolumne County Transportation Commission

President

Janice Kwiatkowski

Vice President

Nancy Mora

Directors

John Armstrong
Spencer Edwards
Robert Swan

General Manager

Peter Kampa

**Administrative Services
Manager**

Jennifer Flores

Operations Manager

Luis Melchor

RE: Draft Terms and Conditions for Memorandum of Agreement - Electronic Signboard at Lift Station 16

Below are initial draft recommended terms and conditions for a Memorandum of Agreement (MOA) between the TCTC and GCSD regarding the installation, operation and maintenance of the electronic signboard at GCSD lift station 16.

Administration and Installation

- GCSD to execute agreement with TCTC and Hetch Hetchy
- GCSD to review and approve site and construction plans prior to installation. Installation and operation shall not interfere with GCSD operations on the site
- GCSD to allow access to the site and storage of approved materials, supplies and equipment for the installation
- TCTC to ensure compliance with Hetch Hetchy Agreement and permit, including all required communications, CEQA compliance, agency approvals, inspections, securing all permits and compliance therewith
- TCTC to fund all cost of sign purchase, installation and any related construction, and secure funding from other sources as necessary
- TCTC to manage the construction, installation and inspection of the sign in compliance with applicable policies and laws, including electrical power connection to GCSD system
- GCSD to allow electrical connection to power existing on the site
- GCSD to be indemnified by TCTC for any claims of liability or damages related to the operation or maintenance of the sign, and TCTC to provide liability insurance coverage

Operation

- TCTC is responsible to maintain and update all messaging on the sign
- GCSD may submit urgent, timely messaging related to water supply or other utility emergency for consideration of posting by TCTC
- TCTC and GCSD shall agree on a methodology for determining the cost of power consumed by the sign, and TCTC will pay the agreed upon power costs

Maintenance

- TCTC is responsible to maintain, repair, replace and upgrade sign as needed, pay all associated costs and to receive and respond to public questions, concerns and complaints related to the sign
- TCTC is responsible to remove the sign and all related items in a timely manner if it is no longer going to be funded or operational
- GCSD will assist in identifying defects in the sign operation such as light failure, power failure or message failure, vandalism and report such to TCTC

Mailing Address:

18966 Ferretti Rd.
Groveland, CA 95321

Email Address:

info@gcsd.org

Phone:

(209) 962-7161

www.gcsd.org

RESOLUTION 52-19

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND
COMMUNITY SERVICES DISTRICT APPROVING AGREEMENT WITH THE CITY
AND COUNTY OF SAN FRANCISCO AND THE TUOLUMNE COUNTY
TRANSPORTATION COMMISSION FOR THE INSTALLATION OF A
CHANGEABLE MESSAGE BOARD ON HETCH HETCHY WATER AND POWER
LOT 426, GCSD LIFT STATION 16**

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

WHEREAS, the District began working with the Tuolumne County Transportation Commission (TCTC) for the potential installation of a digital message board to be located on the Lift Station 16 property in Big Oak Flat, identified as Hetch Hetchy Water and Power Lot 426; and

WHEREAS, TCTC and GCSD staff have been coordinating on the project, and community member Bob Asquith has been working with both parties and Hetch Hetchy to assist in securing the rights to install the sign on the property owned by the City and County of San Francisco; and

WHEREAS, the City and County of San Francisco has prepared an agreement to facilitate the installation and operation of the digital message board on their property.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY Approve Agreement with the City and County of San Francisco and the Tuolumne County Transportation Commission and authorizing the District GM to negotiate additional terms for the agreement regarding final construction timeline and allowable messaging.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 12, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

ATTEST:

Jennifer Flores, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer Flores, 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 12, 2019.

DATED: _____