



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** GCS D Board of Directors

**FROM:** Pete Kampa, General Manager

**DATE:** January 12, 2021

**SUBJECT:** Agenda Item 6B. Adoption of a Resolution Ratifying the General Manager's Execution of an Advance Funding Agreement with Preserve Partners, Inc. to Secure Funding Deposits to Cover the Cost of Legal, Administrative and Engineering Services Associated with the Hwy 120 Lodging Project (Formerly Yonder Yosemite)

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### **RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 01-2021 Ratifying the General Manager's Execution of an Advance Funding Agreement with Preserve Partners, Inc. to Secure Funding Deposits to Cover the Cost of Legal, Administrative and Engineering Services Associated with the Hwy 120 Lodging Project (Formerly Yonder Yosemite).*

### **BACKGROUND:**

The District is the exclusive service provider for water, sewer park and fire services within the GCS D boundaries. As such, when a land development project is proposed within the GCS D boundaries and is to receive our services, the proponent must work with the District to meet standards and requirements established in our [Facilities Development policies](#), available on the GCS D website. Preserve Partners, Inc and its consultants have submitted an application to Tuolumne County to develop a high end lodging project on the south side of Hwy 120 between Big Oak Flat and Groveland. Additional information about the project can be found in the attached agreement, Exhibit A.

The intent of the GCS D [Facilities Development policies](#) (Section 6) are to establish the terms and conditions that the Board of Directors deems appropriate to assure that development proceeds in a consistent manner under rules that are both fair to the developer and protective of the District's existing customers, both in the short term and long term. The General Manager is delegated the responsibility to facilitate the development process under the policy guidelines established.

The following are the intents of the District Board of Directors ("Board") when considering developments:

1. Developers shall maintain money on account with the District that will be used to pay District staff time and expenses during the review and inspection of the proposed development.
2. When the District is weighing the short-term cost of infrastructure against the long-term cost of operating and maintaining that infrastructure, reducing the long-term infrastructure costs will be deemed more important than saving up-front capital costs by the developer. Important long-term costs to be considered during development planning shall include labor intensity of operating and maintaining the infrastructure and the energy cost of operating the infrastructure.
3. All improvements to the District's existing infrastructure required by the development shall be compatible with the District's existing infrastructure or that which the District knows will be required by regulatory agencies in the future.
4. All infrastructures shall meet existing design criteria, codes and regulations at the time of construction.
5. The capacities of water, wastewater, and reclaimed water systems recommended for the proposed development shall be validated by the District in relation to the capacities and reliabilities of existing and planned District water and wastewater systems. The validation shall be done for the expected build-out of Pine Mountain Lake and other expected developments in combination with the flows expected from the proposed development.
6. The developer shall mitigate any negative impacts on District infrastructure or services caused by the addition of the proposed project into the existing infrastructure.
7. For commercial and residential developments, an instrument of insurance shall be provided to the District to assure that once the development is under construction, the District infrastructure associated with the project will be completed as planned.
8. For large commercial and residential developments, the developer shall demonstrate his ability to properly complete the project by showing he has past experience successfully completing projects similar to that proposed and has the financial depth to complete the project.
9. For large commercial and residential developments, the proposed development shall be connected to the District's wastewater collections and treatment systems or a District-approved alternative.
10. For large commercial and residential developments, if fire flows do not currently meet the requirements of the proposed development, then the developer will be required to expand the capacities of the existing system to meet his development's fire flow requirements.
11. Open area and green belts in the proposed development that may be irrigated shall be plumbed to receive recycled water. The District reserves the right to deliver recycled water and/or apply other water conservation measures to conserve potable water to the development at the developer's expense.

12. If on-going costs of operating and maintaining the infrastructure within a development are higher than the costs associated with the existing infrastructure, then the District shall cover these additional costs by implementing a cost mitigation plan, such as forming an improvement district for the new development so that the existing District customers do not subsidize services provided to the new development.
13. The District shall require the developer to prepare a detailed financial impact analysis as part of the Sub-Area Master Plan. The analysis shall evaluate long-term financial impacts on existing District customers for providing water, wastewater, parks and fire services to the proposed development. The analysis shall also disclose any anticipated additional costs (including the re-allocation of government fund taxes) or reduction in service to existing customers and future customers moving into the new development caused by the development of the proposed project.
14. The developer shall cover the operation and maintenance costs of the project associated with water, wastewater, parks and fire service between the time of the District's acceptance of the project and full build-out of the project, less that portion of the operation and maintenance costs paid by customers who have moved into the new project.
15. If the District Board of Directors is to consider a reduction in service for existing customers to accommodate a new development, then the Board shall hold public hearing(s) to disclose to the public the nature of the reduction in service and to receive input from the public regarding the reduction in service.

The first action of the developer is to prepare an Application for GCSD Service that outlines the scope and location of the proposed development and to execute an Advanced Funding Agreement. The developer has submitted the application and associated fees and initial deposit. The application allowed staff to prepare the Advance Funding Agreement and estimate the scope of work for the project. The action recommended at this meeting is for the Board to ratify the Advance Funding Agreement approved by the General Manager; attached. The Advance Funding Agreement between the developer and the District must be executed by both parties before the District reviews the developer's application. The Advance Funding Agreement will:

1. Provide for the scope of work to be provided by District personnel and consultants in reviewing the application;
2. Estimate the amount of administrative, engineering and legal costs to be incurred by the District in reviewing the application;
3. Provide for a cash deposit to cover those estimated costs with the provision that once the cash deposit is reduced to a specified level, that future work on processing the application by District personnel will not continue until the account balance specified in the Advance Funding Agreement has been restored to the original amount required by the agreement; and

4. Indemnify the District against any action taken by the developer or by any third party against the developer and/or the District for the proposed project.

The District Engineer must conduct certain initial infrastructure evaluations to determine requirements for connection of the project to the District water and sewer systems. A detailed Scope of Work and cost estimate expected to occur for the project to proceed through completion is attached to the Agreement as Exhibit B. The project proponent has executed and the General Manager has approved the Agreement for Board ratification. Once the Agreement is executed, the deposit and insurance documents will be submitted to the District and project review work will begin in more detail. Staff will keep the Board informed on the progress of the project.

**ATTACHMENTS:**

- Advance Funding Agreement
  - Funding Agreement Exhibit A – Project Map
  - Funding Agreement Exhibit B Work Scope and Deposit Estimates

**FINANCIAL IMPACT:**

The initial estimated total cost of the required legal, engineering, operations and administrative staff efforts through the term of this project, from feasibility determination through infrastructure dedication/acceptance is \$24,638.67. The purpose of this agreement is to secure the timely deposits from the developer needed to cover all District costs for the project.

## Appendix 600-F ADVANCED FUNDING AGREEMENT

### ADVANCE FUNDING AGREEMENT REGARDING COSTS PERTAINING TO FACILITIES DEVELOPMENT PLAN FOR THE HWY 120 Lodging TENTATIVE MAP

THIS ADVANCE FUNDING AGREEMENT (the "Agreement") dated as of January 5, 2021, ~~2008~~ is entered into by and between the Groveland Community Services District, a community services district and a political subdivision of the State of California, formed and acting pursuant to Government Code Section 61000 et seq., (the "District"), and Preserve Partners, Inc., a \_\_\_\_\_ corporation, ("Developer"). District and Developer are hereinafter sometimes referred to collectively herein as the "Parties."

#### RECITALS:

- A. Developer is under contract to purchase certain real property (the "Property") within the District, which it intends to develop as a Luxury Hospitality Resort (commercial) to be known as Hwy 120 Lodging (the "Project"). A map depicting the location of the Property is attached hereto as Exhibit "A" and is incorporated herein by this reference.
- B. The Property is located within the County of Tuolumne (the "County").
- C. District is the public agency responsible for the development, operation, maintenance, repair, and improvement of water supply, water treatment, water conveyance, sewer collection, sewer treatment, recycled water, fire suppression services, park and recreation facilities and services, and community buildings located within its jurisdictional boundaries. District's Facilities Development Policies located at Section 600 of the District's Operational Policies requires Developer to plan, design, fund, construct, and warrant all water supply, distribution and treatment facilities (the "Water System Improvements"), all sewer collection and treatment facilities (the "Sewer System Improvements"), all recycled water system improvements ("Recycled Water System Improvements"), all fire suppression facilities and services (the "Fire Suppression Facilities and Services"), all park and recreation improvements and facilities (the "Park and Recreation Improvements and Services"), and community buildings (the "Community Building Facilities") to serve the residents of the Project. County has designated District as the public agency responsible for providing water, sewer, fire suppression, park and recreational facilities and services, and community buildings to the Project and its residents. It is therefore necessary that District and Developer agree on the nature, location, size, amenities, plans and specifications for the Water System Improvements, Sewer System Improvements, Recycled Water System Improvements, Fire Suppression Facilities and Services, Park and Recreation Improvements and Services, and Community Building Facilities to be constructed within the Project dedicated to District. Upon acceptance of all such improvement projects and dedication to District, District shall be responsible for all operation and maintenance of such Water System Improvements, Sewer System Improvements, Recycled Water System Improvements, Fire Suppression Facilities and Services, Park and Recreation Improvements and Services, Community Building Facilities (hereinafter the "Improvements") within the Project.

D. District has adopted by Ordinance its Facilities Development Policies which require Developer to enter into this Advance Funding Agreement and a Development Agreement with the District specifying the obligations of the Developer and the needs of the District with respect to planning, constructing, operating and maintaining the Improvements to serve the residents of the Project. Said Facilities Development Policies also enact a fee program by which fees are charged to each Developer to cover the administrative, engineering, legal, environmental and consulting costs incurred by District in the planning, design, financing and construction of the Improvements to serve the Project (the "Fee Program").

E. In order to comply with the Fee Program, Developer hereby agrees to advance funds to District to reimburse the administrative, engineering, legal, environmental and other consulting costs incurred by the District for those services and in those amounts as specified in the Scope of Work attached hereto as Exhibit "B."

F. In consideration of Developer's advance funding of such administrative, engineering, legal, environmental and other consulting costs incurred by District, District agrees to undertake and complete the work described in the Scope of Work.

G. District has established the Project Development Trust Fund (hereinafter the "Fund") for the purpose of accepting advances of funds by Developer to District to be used by District to pay those costs and expenses incurred by District in performing the activities described in the Scope of Work.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Recitals.** Each of the above recitals is incorporated herein and is true and correct.
2. **Scope of Work.** The Parties agree that the Scope of Work attached hereto contains the summary of the primary tasks to be performed by District and its staff in reviewing, revising, modifying, approving, inspecting, and accepting the Improvements to be constructed by Developer to serve the Project; estimating the costs of planning, designing and constructing such Improvements and providing such services; and developing a financing plan to provide for the design, planning, construction, operation and maintenance of the Improvements constructed within the Project to serve its residents.

District will retain, at Developer's expense, the necessary consultants to perform the tasks outlined in the Scope of Work, including, but not limited to engineers, special tax consultants, attorneys, architects, environmental consultants and any other consultants deemed necessary by District.

3. **Advance Funding.** In order to begin performing the tasks outlined in the Scope of Work, Developer will advance to District the sum of Thirteen Thousand Dollars (\$ 13,000.00 ) within fifteen (15) days after full execution of this Agreement. Developer in its water and sewer service application to the District advanced the amount of \$2500 as a deposit toward initial feasibility evaluation expenses and preparation of the Scope of Work hereto; the "Application Deposit". The deposits listed above are intended to apply toward Exhibit B Scope of Work Steps 1 and 2. From time to time, Developer shall make additional advances to the District within fifteen (15) days following receipt from District of a written notice which will request an additional advance to cover the costs of District to perform the tasks outlined in the Scope of Work. Developer shall make such subsequent advances as requested by District up to a total of \$ 24,638.67.

If Developer does not deliver the requested funding amount to District within such fifteen (15) day period, District will have no obligation to proceed with the tasks outlined in the Scope of Work unless or until such additional advances are received. Should Developer decide to abandon the Project, Developer shall be responsible to pay all costs and expenses incurred by the District or any District consultant or advisor relating to the tasks outlined in the Scope of Work until work with respect to the tasks outlined in the Scope of Work ceases following the receipt of Developer's notice of abandonment. In the event of Developer's decision to abandon the Project or otherwise refuse to deliver the requested additional funding amount to District as requested by District within the applicable 15-day period, Developer hereby consents to, and hereby waives, any protest it may have to the following remedies to be exercised by District: (1) recording in the office of the County Recorder a Certificate declaring the amount of the charges and penalties unpaid and due from Developer, which, from the time of recordation, shall constitute a lien against all real property of Developer owned in Tuolumne County; and (2) to the preparation and filing of a report with the County Auditor of Tuolumne County requesting that the amount of charges and penalties unpaid by Developer be collected on the Property Tax Roll by the Tuolumne County Tax Collector in the same manner as property taxes, all as provided in Government Code Section 61115(b) and (c).

The District will provide written notice to Developer when the balance of remaining advances is reduced to Five Thousand Dollars (\$5,000.00). District will provide to Developer upon request the summary of how the advances have been spent and the unexpended balance remaining.

The District shall give Developer thirty (30) days written notice in the event that the funds required to pay the costs and expenses of District exceed the total amount set forth above. Prior to such notice District shall be available to meet with the Developer to discuss the need for additional advances, including amounts, timing, and tasks to be completed. At such time the District shall provide the Developer with an estimate of additional costs and expenses to be incurred by the District to complete the tasks outlined in the Scope of Work. The Developer shall, within fifteen (15) days following receipt from District of such estimate, advance additional funds to pay such estimate costs and expenditures of the District. If the District does not receive additional advances for such costs and expenditures within such 15-day period, the District shall cease all work and effort related to the tasks outlined in the Scope of Work until such time as the Developer has advanced additional funds to pay such estimated costs and expenditures.

4. Deposit and Expenditure. District shall immediately deposit all advances from Developer into the Fund upon receipt from Developer. As District incurs the direct and indirect costs and expenses associated with the tasks specified in the Scope of Work, District shall disburse from the Fund the sums required to pay said costs and expenses. The General Manager of District shall have sole discretion as to the disbursement of said Funds, limited only by the provisions of this Agreement.

5. Reimbursement. If, for any reason, the Developer abandons the Project, and Developer delivers notice thereof to District pursuant to Paragraph 6 hereof, and in the manner described in Paragraph 7 hereof, District shall promptly return to Developer any funds advanced by Developer for those particular tasks outlined in the Scope of Work which will not be implemented to the extent such funds have not been expended or committed under contract for any authorized purpose by the time such tasks are either not implemented or abandoned.

6. Indemnification. Developer shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them, from and against all actions, liability, damages, claims, losses, or expenses of every type and description to which they may be subjected or put to by reason of or resulting from: (1) performance of, or failure to perform, the work or any other obligations of this Agreement by Developer, any subcontractor or

Developer's agents or employees; (2) any negligent act or omission of Developer, any subcontractor, Developer's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Developer, Developer's agents or employees carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as the party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

Developer further agrees to indemnify, defend and hold harmless the District, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of this Agreement, or otherwise arising out of or stemming from this Agreement, its approval, and/or the process relating thereto, including, but not limited to, any legal proceeding alleging that the District has failed to comply with the California Environmental Quality Act ("CEQA") with respect to this Agreement or the Project.

7. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

Developer:

Preserve Partners, Inc.
2019 S. Main St.
Salt Lake City, UT 84115
Attention: James Tate
Telephone: 917-699-0730
Facsimile: _____

District: Groveland Community Services District  
 18966 Ferretti Road  
 Groveland, CA 95321-0350  
 Attention: General Manager  
 Telephone: (209) 962-7161  
 Facsimile: (209) 962-4943

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

8. Assignment. Developer may not assign its interest in this Agreement without the prior written consent of the District, which consent shall not be unreasonably withheld.

9. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

10. Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings, written or oral, with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both Parties hereto.



11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Attorneys' Fees. In the event any action is initiated by either party seeking to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs from the other party hereto. The prevailing party will be entitled to an award of attorneys' fees in an amount sufficient to compensate the prevailing party for all attorneys' fees incurred in good faith.

13. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than the District and Developer, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

15. Term. This Agreement shall remain in full force and effect for a period of three (3) years from the date of full execution hereof, provided that the Agreement is subject to early termination by Developer, should Developer elect to abandon the Project pursuant to notice to the District as described in said Paragraph 3.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

**DISTRICT:**

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

By:

\_\_\_\_\_  
Chairperson

By:

\_\_\_\_\_  
General Manager

**DEVELOPER:**

Yonder Hospitality LLC  
a \_\_\_\_\_ corporation

DocuSigned by:  
By: Hannah Collins  
B038301D4AF543B

Name: Hannah Collins  
James Tate

Title: Head of Design and Hospitality

**EXHIBIT "A"**

**MAP DEPICTING THE PROPERTY**



# COMMUNITY DEVELOPMENT DEPARTMENT

Quincy Yaley, AICP  
Director

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

Date: September 25, 2020  
To: Interested Stakeholder  
From: Tuolumne County Community Development Department  
RE: Yonder Yosemite Site Development Permit SDP20-005  
Assessor's Parcel Numbers: 066-140-013, -014, -015, -016, -017, -018, -019, -022, -031, and -032

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

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

We have received an application from Yonder Yosemite for Site Development Permit SDP20-005 to allow the development of a hospitality site, which would include guest suites, a lodge, restaurant, pool, spa, and outdoor movie theater. The project site consists of 10 parcels totaling 36.33± acres zoned C-1 (General Commercial) under Title 17 of the Tuolumne County Ordinance Code.

**LOCATION:** The project site is located along State Route 120, southwest of the intersection of State Route 120 and Memorial Drive, in the community of Big Oak Flat. Within a portion of Section 29, Township 1 South, Range 16 East, Mount Diablo Baseline and Meridian and within Supervisorial District 4. Assessor's Parcel Numbers 066-140-013, -014, -015, -016, -017, -018, -019, -022, -031, and -032.

Access: Highway 120 Cul-de-Sac: No

Sewage Disposal Method: GCSD

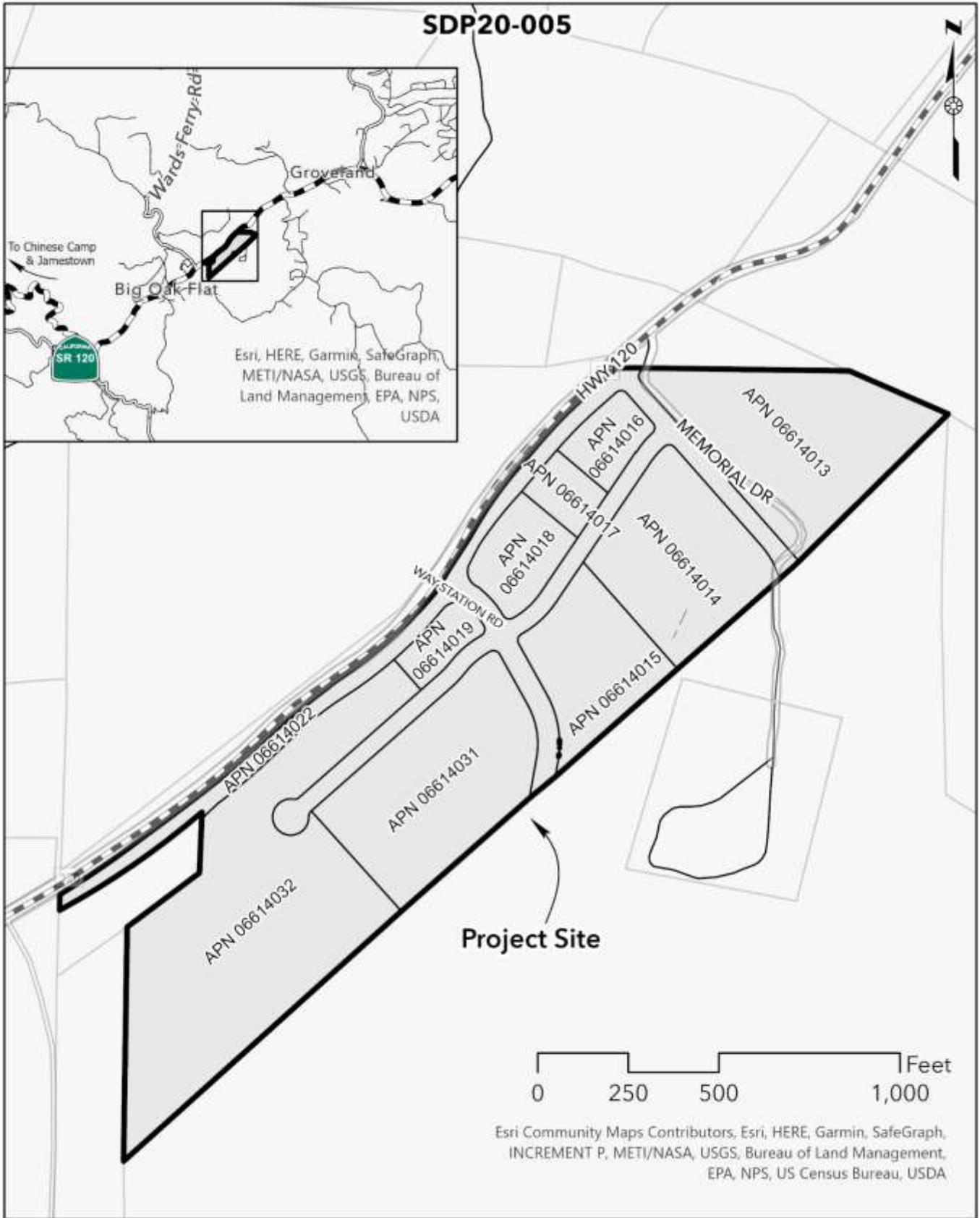
Water Source: GCSD Fire Hazard Rating: Very High

#### Additional Information:

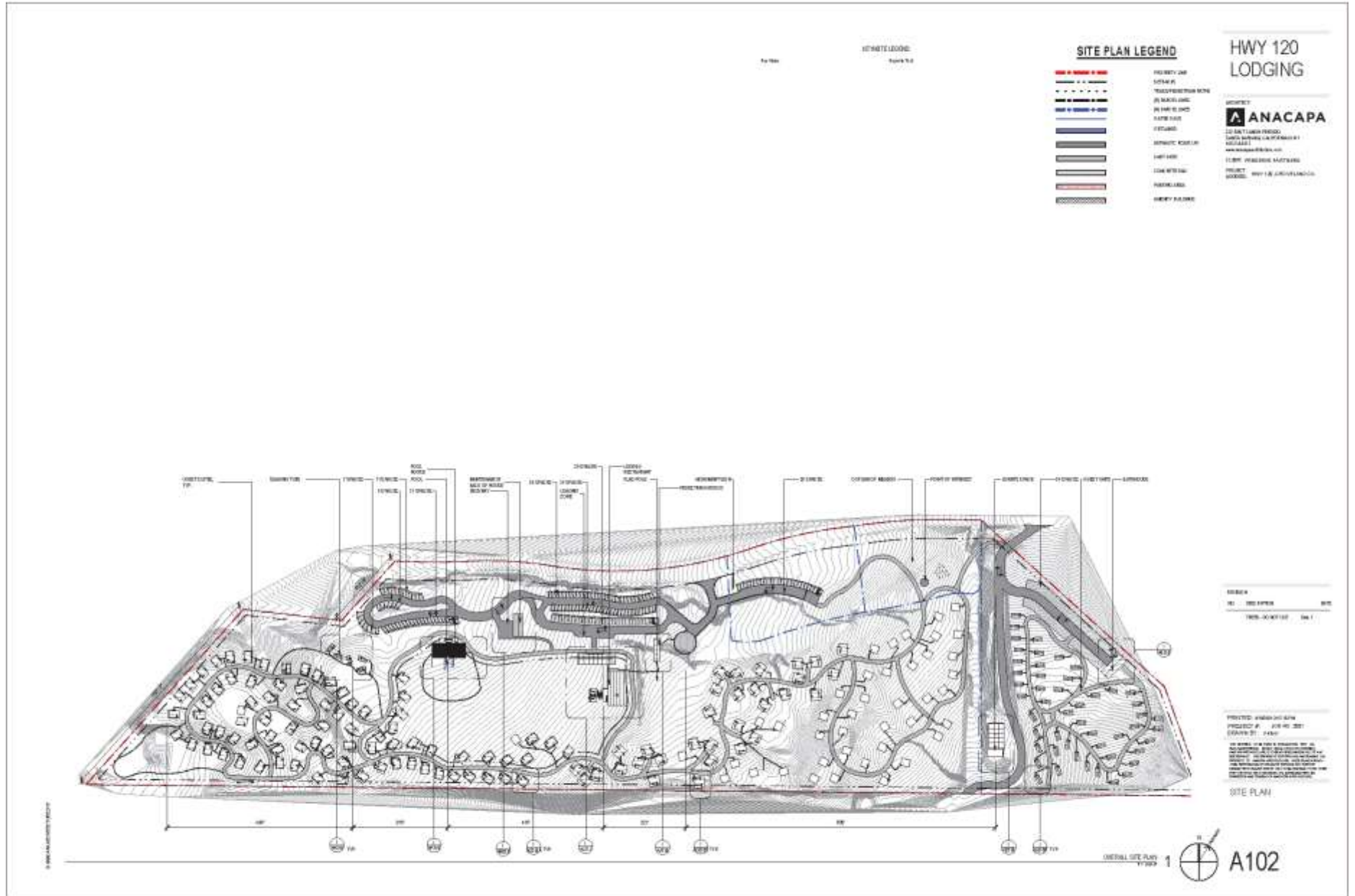
1. Public water and sewer are proposed to be provided by the Groveland Community Services District (GCSD).
2. The proposed development would consist of individual guest suites, pool, soaking tubs, event space, outdoor theater, and a lodge which would consist of reception, lobby, a store, a restaurant, and library.
3. The guest suites will range from approximately 225 square feet to approximately 350 square feet in size. A total of 200 guest suites are proposed. 150 of the guest suites would include a bathroom facility and 50 of the guest suites would utilize the bathhouse facility.

In accordance with Section 15063(g) and 15044 of the "State EIR Guidelines" as adopted by Tuolumne County, we are offering you the opportunity to comment this project. Please complete the following and return no later than **Wednesday, October 14, 2020**.

Staff Contact: Natalie Rizzi  
(209) 533-5936, [nrizzi@co.tuolumne.ca.us](mailto:nrizzi@co.tuolumne.ca.us)



# Site Plan







# Guest Suite- Typical Elevation and Floor Plan

**6 NORTH ELEVATION**

**5 EAST ELEVATION**

**4 SOUTH ELEVATION**

**3 WEST ELEVATION**

**2 EAST SIDE FLOOR PLAN**

**1 WEST SIDE FLOOR PLAN**

**CONTENTS**

101. 3000 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

102. 1000 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

103. 1500 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

104. 2000 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

105. 2500 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

106. 3000 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

107. 3500 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

108. 4000 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

109. 4500 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

110. 5000 SQUARE FOOT GUEST SUITE FOR PROPOSED LODGING AT HWY 120. INCLUDES PLUMBING, ELECTRICAL, MECHANICAL, AND FINISHES.

**HWY 120 LODGING**

**ANACAPA**

12345 MAIN STREET  
CITY, STATE, ZIP

PROJECT: PROPOSED LODGING  
OWNER: ANACAPA LLC, CALIFORNIA  
DATE: 10/10/2024

**PROJECT NUMBER: 210**  
PROJECT: HWY 120 LODGING  
DRAWN BY: J. SMITH  
DATE: 10/10/2024

**GUEST SUITE FLOOR PLAN**

**AG210B**

**EXHIBIT “B”****SCOPE OF WORK****Description of Services** (See attached worksheet)**Estimated Costs**

For all District activities involved in Step 1 of the District’s Facilities Development Policies outlined in Section 603.2 of said Policies including, but not limited to the following: Review Developer’s Preliminary Application; negotiate, prepare and approve this Advance Funding Agreement; determine the Scope of Work to be provided by District personnel and consultants in reviewing the Developer’s Preliminary Application; estimate the amount of administrative, legal, engineering, environmental and other consultant costs to be incurred by District in reviewing the application; produce applicable maps, models, and reports to assist Developer in preparing a Sub-Area Master Plan (SAMP) and environmental documentation required by the California Environmental Quality Act (“CEQA Documentation”); assemble and provide to Developer information regarding District Water System improvement capacities, Sewer System improvement capacities, Fire Suppression capacities, nature and extent of Park and Recreational services and facilities, and other latent powers which may be exercised by the District from time to time; assemble and provide information to Developer regarding future planning activities contemplated by the District with respect to its Water System Improvements, Sewer System Improvements, Recycled Water System Improvements, Fire Suppression Facilities and Services, and Park and Recreational Improvements and Services; review, analyze and report on the implications of annexation of all or a part of the Project into the jurisdictional boundaries of the District if required by the parameters of the Project as proposed by Developer.

\$ 4510.55

All of those activities described in Step 2 of the Development Process as outlined in the District’s Facility Development Policies Section 603.3: Assist Developer in preparation, revision, and finalization of the Sub-Area Master Plan (SAMP) and appropriate environmental documentation pursuant to CEQA for the proposed Project; provide for review and approval of the SAMP by the District Board of Directors; interface with County with respect to the details of the SAMP; prepare for and perform all functions required of a Lead Agency under CEQA regarding approval of the SAMP; work with the designated Environmental Consultants regarding appropriate and comprehensive CEQA Documentation for the SAMP; meet with and coordinate with County officials regarding CEQA Documentation and approval of SAMP; review and analyze the Developer Information Form and perform due diligence regarding information provided by



Developer in Developer Information Form; review Developer's Request of District Services to Subdivision; establish and monitor a Trust Fund for deposit of funds by Developer pursuant to this Agreement; review, analyze, comment upon and revise as necessary CEQA Documentation prepared by Developer and the Environmental Consultant for the SAMP; review and analysis of the SAMP regarding present system capacities, future system capacities with planned build-out of the Project, impact of the Project on present and future capacities, discussion of alternative infrastructure improvement methods for the Project; evaluation of alternatives presented in the SAMP for capital and analyze long-term operations and maintenance costs as well as impacts on fire and rescue services and park and recreational services provided by District; review and analysis of detailed financial impact analysis as part of the SAMP including long-term financial impacts on existing District customers for providing water, wastewater, fire suppression and park and recreational services to the Project; a discussion of the short-term and long-term financial impacts on existing customers stemming from the Project; review, analysis and revision of the proposed mitigation efforts to minimize the impacts of the Project on the District's existing customer base; review, revision and negotiation regarding elements of the SAMP between Developer and the District's Board of Directors; review, analysis, comments upon and suggested revisions to CEQA Documentation regarding the SAMP and the Project in general; meet and confer with the Environmental Consultant when selected by Developer, and/or meet and confer with the Environmental Consultant by Developer and the Environmental Consultant selected by District for peer review purposes regarding the CEQA Documentation for the Project and the SAMP; pursuant to District Facilities Development Policies Section 603.3.2 I.1.

\$ 6409.13

Perform all activities listed in Step 3 of the District's Facilities Development Policies, including, but not limited to, all of those activities described in Section 603.4 of said Policies as follows: Negotiate, prepare, present to Board of Directors for approval and execution of a Development Agreement between Developer and District for the Project; if all or any part of the Project is required to be annexed into the District, negotiation, preparation, Board review and approval of an Annexation Agreement between Developer and District; review, revision, and negotiation of Developer's Project, Design by District Staff and Consultants in order to insure compliance with District's Development Improvement Standards; all construction administration and inspection required for construction of the Improvements to comply with District standards; review, revision and approval of all security facilities required of Developer for construction of the Improvements whether performance bonds, payment bonds, irrevocable letters of credit, cash deposits, or otherwise; review and inspection of the construction of the Improvements upon completion in order to recommend final Project approval; revision and due diligence of any warranty security provided by Developer pursuant to the District's Facilities Development Policies Section 603.4.2 E and Section 603.5.

\$ 11,576.04

Compliance with all the terms and conditions of Step 4 of the District's Facilities Development Policies set forth in Section 603.5 of said Policies as follows: Analyze and inspect the Improvements for the two-year warranty period to ensure that all warranty obligations of Developer are satisfied; review, renew and update as possible any performance warranty bonds or irrevocable letters of credit offered by Developer to satisfy its warranty obligation; if necessary for the Project, comply with all the requirements of the annexation process including conducting public hearings and board meetings regarding annexation; negotiations with and meetings with Developer and the Local Agency Formation Commission (LAFCO) regarding terms and conditions of the annexation; reviewing any and all LAFCO documentation and attending all LAFCO hearings regarding annexation; reviewing and revising any terms or conditions of annexation assigned by LAFCO to any proposed annexation; analysis of all easements and rights of way for the maintenance, repair and replacement of all Improvements constructed by Developer pursuant to this Agreement; take all steps necessary to form a Community Facilities District pursuant to the Mello-Roos Community Facilities District Act (Gov. Code § 53311) for the purpose of levying a special tax upon owners of the property to finance the cost of continuing maintenance, repair and replacement of park and recreational improvements constructed to serve the Project, and/or to finance the cost of providing fire suppression services to the Project; in the alternative, take all steps necessary to form a Landscape and Lighting Improvement District pursuant to the Landscaping and Lighting Assessment District Act of 1972 (Streets & Highways Code § 22500 et seq.) for the purpose of levying a special assessment upon owners of property within the Project to finance the costs of continuing maintenance, repair and replacement of park and recreational improvements constructed within the Project and/or fire suppression facilities and services to serve the Project; process all requests for easements to be granted by the District on District property, including, but not limited to, review of all applicable Preliminary Title Reports on the affected property, field inspection and investigation of proposed easement locations, negotiation of the terms and conditions of each easement in an Easement Agreement, negotiate, prepare, and record any and all necessary grants of easements or other rights of way upon District property necessary for the development of the Project.

\$ 2142.96

Estimated administrative costs of District personnel, consultants, engineers, and attorneys in providing the services specified in the Scope of Work:

**TOTAL** \$ 24,638.67



# Advance Funding Agreement Exhibit B, Cost Estimate Worksheet

**IMPORTANT NOTE:** This worksheet is for estimating costs in advance of project implementation and in no way establishes firm costs, work scopes, schedules, timelines or costs for unexpected items or work. Simply because a particular work item is not listed, or is listed with a particular effort level, does not mean that the item is or is not necessary, or the amount of hours or cost estimated is correct

Step	Items	Staff Hours Quantity	Staff Cost (\$)	Consultant/Legal Cost (\$)
			Estimated	Estimated
	<i>Work typically performed by consultants</i>			
<b>S T E P  1</b>	Application Review	0.50	\$22.54	
	Prepare and process advance funding agreement	1.50	\$67.61	\$500.00
	Personnel and Consultant scope determination	2.00	\$90.14	\$450.00
	Produce legal, engineering, environmental consultant cost estimates	1.50	\$67.61	
	<i>Produce and review applicable maps, models, and reports to assist Developer in preparing a Sub-Area Master Plan (SAMP) and environmental documentation required by the California Environmental Quality Act ("CEQA Documentation")</i>	16.00	\$721.12	\$1,200.00
	<i>Assemble and provide to Developer information regarding District Water System improvement capacities, Sewer System improvement capacities, Fire Suppression capacities, nature and extent of Park and Recreational services and facilities, and other latent powers which may be exercised by the District from time to time</i>	4.00	\$180.28	\$1,200.00
	Assemble and provide information to Developer regarding future planning activities contemplated by the District with respect to its Water System Improvements, Sewer System Improvements, Recycled Water System Improvements, Fire Suppression Facilities and Services, and Park and Recreational Improvements and Services	0.25	\$11.27	
	Review, analyze and report on the implications of annexation of all or a part of the Project into the jurisdictional boundaries of the District if required by the parameters of the Project as proposed by Developer	0.00	\$0.00	
<b>SUBTOTAL STEP 1</b>		<b>25.75</b>	<b>\$1,160.55</b>	<b>\$3,350.00</b>

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			Staff Cost (\$)	Consultant/Legal Cost (\$)
Step	Items	Staff Hours Quantity	Estimated	Estimated
<b>S T E P  2</b>	Assist Developer in preparation, revision, and finalization of the Sub-Area Master Plan (SAMP) and appropriate environmental documentation pursuant to CEQA for the proposed Project	16.00	\$721.12	
	Provide for review and approval of the SAMP by the District Board of Directors;	2.00	\$90.14	\$250.00
	Interface with County with respect to the details of the SAMP	1.00	\$45.07	
	Prepare for and perform all functions required of a Lead Agency under CEQA regarding approval of the SAMP; work with the designated Environmental Consultants regarding appropriate and comprehensive CEQA Documentation for the SAMP; meet with and coordinate with County officials regarding CEQA Documentation and approval of SAMP; review and analyze the Developer Information Form and perform due diligence regarding information provided by Developer in Developer Information Form	16.00	\$721.12	
	Establish and monitor a Trust Fund for deposit of funds by Developer pursuant to this Agreement;	12.00	\$540.84	
	Review, analyze, comment upon and revise as necessary CEQA Documentation prepared by Developer and the Environmental Consultant for the SAMP	4.00	\$180.28	\$500.00
	Review and analysis of the SAMP regarding present system capacities, future system capacities with planned build-out of the Project, impact of the Project on present and future capacities, discussion of alternative infrastructure improvement methods for the Project	4.00	\$180.28	\$3,000.00
	Evaluation of alternatives presented in the SAMP for capital and analyze long-term operations and maintenance costs as well as impacts on fire and rescue services and park and recreational services provided by District	2.00	\$90.14	
	Review and analysis of detailed financial impact analysis as part of the SAMP including long-term financial impacts on existing District customers for providing water, wastewater, fire suppression and park and recreational services to the Project, analysis and revision of the proposed mitigation efforts to minimize the impacts of the Project on the District's existing customer base	2.00	\$90.14	
	Review, revision and negotiation regarding elements of the SAMP between Developer and the District's Board of Directors	0.00	\$0.00	
<b>SUBTOTAL STEP 2</b>		<b>59.00</b>	<b>\$2,659.13</b>	<b>\$3,750.00</b>

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			Staff Cost (\$)	Consultant/Legal Cost (\$)
Step	Items	Staff Hours Quantity	Estimated	Estimated
<b>S T E P  3</b>	Negotiate, prepare, present to Board of Directors for approval and execution of a Development Agreement between Developer and District for the Project;	2.50	\$112.68	\$500.00
	If all or any part of the Project is required to be annexed into the District, negotiation, preparation, Board review and approval of an Annexation Agreement between Developer and District	0.00	\$0.00	
	Review, revision, and negotiation of Developer’s Project, Design by District Staff and Consultants in order to insure compliance with District’s Development Improvement Standards	6.00	\$270.42	\$2,400.00
	All construction administration and inspection required for construction of the Improvements to comply with District standards	40.00	\$1,802.80	\$4,800.00
	Review, revision and approval of all security facilities required of Developer for construction of the Improvements whether performance bonds, payment bonds, irrevocable letters of credit, cash deposits, or otherwise	1.00	\$45.07	\$500.00
	Review and inspection of the construction of the Improvements upon completion in order to recommend final Project approval	1.00	\$45.07	\$1,100.00
	Revision and due diligence of any warranty security provided by Developer	0.00	\$0.00	
<b>SUBTOTAL STEP 3</b>		<b>50.50</b>	<b>\$2,276.04</b>	<b>\$9,300.00</b>

**IMPORTANT NOTE:** This worksheet is for estimating costs in advance of project implementation and in no way establishes firm costs, work scopes, schedules, timelines or costs for unexpected items or work. Simply because a particular work items is not listed, or is listed with a particular effort level, does not mean that the item is or is not necessary, or the amount of hours or cost estimated is correct

			Staff Cost (\$)	Consultant/Legal Cost (\$)
Step	Items	Staff Hours Quantity	Estimated	Estimated
<b>S T E P  4</b>	Analyze and inspect the Improvements for the two-year warranty period to ensure that all warranty obligations of Developer are satisfied	1.00	\$45.07	\$600.00
	Review, renew and update as possible any performance warranty bonds or irrevocable letters of credit offered by Developer to satisfy its warranty obligation	0.50	\$22.54	
	If necessary for the Project, comply with all the requirements of the annexation process including conducting public hearings and board meetings regarding annexation; negotiations with and meetings with Developer and the Local Agency Formation Commission (LAFCO) regarding terms and conditions of the annexation; reviewing any and all LAFCO documentation and attending all LAFCO hearings regarding annexation; reviewing and revising any terms or conditions of annexation assigned by LAFCO to any proposed annexation	0.00	\$0.00	
	Analysis of all easements and rights of way for the maintenance, repair and replacement of all Improvements constructed by Developer pursuant to this Agreement	0.50	\$22.54	\$300.00
	Take all steps necessary to form a new or annex to an existing Community Facilities District pursuant to the Mello-Roos Community Facilities District Act (Gov. Code § 53311) for the purpose of levying a special tax upon owners of the property to finance the cost of continuing maintenance, repair and replacement of park and recreational improvements constructed to serve the Project, and/or to finance the cost of providing fire suppression services to the Project	2.50	\$112.68	\$500.00
	Process all requests for easements to be granted by the District on District property, including, but not limited to, review of all applicable Preliminary Title Reports on the affected property, field inspection and investigation of proposed easement locations, negotiation of the terms and conditions of each easement in an Easement Agreement, negotiate, prepare, and record any and all necessary grants of easements or other rights of way upon District property necessary for the development of the Project	2.00	\$90.14	\$450.00
<b>SUBTOTAL STEP 4</b>		<b>6.50</b>	<b>\$292.96</b>	<b>\$1,850.00</b>
<b>PROJECT TOTAL</b>		<b>141.75</b>	<b>\$6,388.67</b>	<b>\$18,250.00</b>
<b>ESTIMATED TOTAL DEPOSIT(S) AND COSTS</b>		<b>\$24,638.67</b>		
<b>LESS APPLICATION DEPOSIT</b>		<b>(\$2,500.00)</b>		
<b>ESTIMATED ADDITIONAL DEPOSIT</b>		<b>\$22,138.67</b>		

**RESOLUTION 01-2021**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT RATIFYING THE GENERAL MANAGER'S EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH PRESERVE PARTNERS, INC TO SECURE FUNDING DEPOSITS TO COVER THE COST OF LEGAL, ADMINISTRATIVE AND ENGINEERING SERVICES ASSOCIATED WITH THE HWY 120 LODGING PROJECT (FORMERLY YONDER YOSEMITE)**

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

**WHEREAS**, the District provides Water, Sewer, Fire and Park/Recreation services within its established boundaries; and

**WHEREAS**, Preserve Partners, Inc has submitted a lodging project for approval by the County of Tuolumne and has submitted an application to the District requested the provision of the above services by the District; and

**WHEREAS**, the District's Facilities Development policies require the execution of an Advance Funding Agreement in addition to the Service Application to secure funding deposits and indemnification to cover any liability and expense for the review and approval of service to the Project and acceptance of dedicated infrastructure as determined appropriate by the District; and

**WHEREAS**, the Project developer has executed and the General Manager has approved the Advance Funding Agreement for the Hwy 120 Lodging Project attached hereto.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES** hereby Ratify and Approve the General Manager's Execution of an Advance Funding Agreement with TK Consulting to Secure Funding Deposits to Cover the Cost of Legal, Administrative and Engineering Services Associated with the Hwy 120 Lodging Project (Formerly Yonder Yosemite), as evidenced by the Board President's execution of the Agreement.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on January 12, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Rachel Pearlman, Secretary

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Janice Kwiatkowski, President - Board of Directors

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called, and held on January 12, 2021.

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