

# Changeable Message Sign at List Station #16

## Overview

Yosemite National Park (YNP) has offered gateway communities small grants to assist the Park in meeting twin goals of: enhancing the Visitor experience and reducing congestion. This is especially relevant during the busiest season for visiting, May to September.

A local working group which included community members, businesses, the Chamber, Visitors Bureau and Tuolumne County Transit Agency (TCTA) submitted a grant proposal which included among other items, a changeable message sign (CMS) for the greater Groveland area, with the intent of providing travelers with information relevant for travel to and within the park.

A mutually agreeable location has been determined to be the lift station (LS#16) in Big Oak Flat belonging to the Groveland Community Services District (GCSD). Currently, the land under LS#16 belongs to Hetch Hetchy. GCSD and Hetch Hetchy are amending the permit so as to include the CMS.

Messaging for the CMS unit is intended to be transportation related and must conform to Caltrans Outdoor Advertising guidelines along with the County sign ordinance and then to any additional parameters set by TCTA and GCSD.

## Ownership

The changeable message sign will be the property of Tuolumne County Transit Agency (TCTA) who is responsible for acquiring it and delivering it to GCSD for installation.

## Stakeholders

There are three principal stakeholders for the sign project. YNP, GCSD, and TCTA.

Other stakeholders include Caltrans, Tuolumne County Public Works, Tuolumne County Sheriff, California Highway Patrol, Tuolumne County Economic Development Agency and the Groveland Chamber of Commerce. There likely will be other stakeholders materialize once the sign is installed and operational.

## Stakeholders Benefits

Each stakeholder will benefit from the ability of displaying messages on the sign.

Yosemite National Park is the largest economic engine in Tuolumne County. The overall impacts of visitors to Yosemite on the local economy and its surrounding communities can't be over-stated. Communicating clearly with visitors to the Park is of utmost importance in helping to ensure a positive experience for the traveler with the least amount of congestion and delay possible. By actively protecting the visitor experience through dynamic messaging about conditions in Yosemite we can help in meeting the Park goals stated at the outset: reducing congestion and enhancing the visitor experience.

Inasmuch as YNP use will be limited, benefits accrue to other stakeholders. For instance:

- GCSD – messages for any of the services – water, sewer, park, fire department. These might include events affecting traffic flow such as the 49er Festival, detours for projects, water conservation, and perhaps public meetings.
- TCTA – messages relating to transportation in Tuolumne County.
- YNP – signs for traffic within and to Yosemite as well as chain requirements.

# Changeable Message Sign at List Station #16

## Construction

GCSD will be responsible for installing the sign at its lift station #16. This will include supports for the sign, a backing for the sign, and a roof/shelter over the sign. A model for this installation would be the CMS at the main entrance to Pine Mountain Lake.

GCSD would also be responsible for installing the utilities to the sign.

## Utilities

The CMS requires electricity and Internet service. Once the sign has been acquired by TCTA, the amount of electricity and the nature of the Internet connection will be known.

GCSD will be responsible for providing the installation of the utilities and the ongoing support of them, with the TCTA paying the monthly encumbrances of the unit.

## Maintenance

TCTA will be responsible for maintaining the CMS. GCSD will be responsible for maintaining the surroundings as well as utilities necessary to operate the CMS.

## Implementation

Implementation will be split into several subprojects.

- TCTA will be responsible for acquisition of the sign and delivering it to GCSD.
- GCSD will be responsible for installation of the sign including construction of its supports and housing and connection of its utilities.
- TCTA will head the project for collecting messages for the sign and developing protocols necessary for operation.
- GCSD will be responsible for maintaining the utilities to the sign.

## Operations

Operation of the sign will consist of three elements:

1. Maintenance of electrical and Internet utility service. *How will this be maintained during a power failure?*
2. Provisioning of messages to the sign will be executed by TCTA.
3. Regular physical maintenance will be determined once the sign is purchased and installed.

# Changeable Message Sign at List Station #16

## Developing messages

TCTA will initiate a project to collect text for sign messages from stakeholders. TCTA will also circulate the messages to all stakeholders for comment and approval.

TCTA will be responsible for maintenance of the existing messages and developing new messages in connection with stakeholders and following the protocols established for the project.

## Message Provisioning

TCTA will be responsible for maintaining a database of messages and priorities for those messages.

TCTA will be responsible for 24/7 operation of message provisioning. It is anticipated that this may be accomplished from any device that can connect to the Internet. TCTA will provide a method for stakeholders to communicate their need for a certain message to be provisioned.

DRAFT

Date: 10/4/17  
Time: 3:26 PM

Larger Ad published as  
Public notice for 2 days

Ad ID: 90435518

84 S. Washington St, Sonora, CA 95370  
209-588-4515

Acct: 900386      Name: GROVELAND COMMUNITY  
Phone: 209-962-7161      Address: PO BOX 350      Receipt No:  
E-Mail:  
Client:      City: GROVELAND      State: CA      Zip: 95321-035

Ad Name: 90435518D      Reply Request:

Input Operator: CWALKERA

PO #

Start: Wednesday, October 18, 2017      Issues: 2      Stopdate: Thursday, October 19, 2017  
Classification: 0902 - Legal Notices      Rate: 9CLEGL      Pay Type: BL  
Copy Line: SEEKING      Rep: Walker, Carol      Colors C M Y  
Editions: UDEM/     

Tear Sheets:

Ad Pricing:

Lines ...	43
Depth ...	4.71
Columns ...	2.0
Ad Price:	\$489.25
Other Charges:	0.8

Ad Total: \$490.05

Total Payments..... 0.00

Total Amount Due: \$490.05

SEEKING CANDIDATES FOR OPEN  
GCSD BOARD SEATS

On September 14, 2017 Groveland Community Services District Board Directors Maureen Gisler and Nicholas Staufacher announced their resignation from the Board. Director Staufacher was appointed to a term set to expire November of 2018 and Director Gisler was elected to a term set to expire November of 2020. The Board has voted to fill these vacant seats by appointment.

GCSD is responsible for providing Water, Sewer, Fire Protection, and Parks services to the communities of Groveland, Big Oak Flat, and Pina Mountain Lake. Any member of the public interested in serving out the remainder of Mr. Staufacher's or Ms. Gisler's term on the GCSD Board, is asked to submit an application, resume, and cover letter stating the reasons why they wish to serve on the Board, and list their qualifications. All candidates must live and be registered to vote within the boundaries of the Groveland Community Services District to be considered eligible. You can submit your application documents to the District Office by dropping them off at 18555 Ferrell Rd., Groveland, CA, by mail to: P.O. Box 550 Groveland, CA 95321, or by email to [illegals@gcsd.org](mailto:illegals@gcsd.org). Application documents must be submitted by November 10th by 4pm. The Board will interview and potentially appoint candidates Sat., Nov. 18th at 6pm at the Groveland Community Hall. If you have any further questions, please contact Office Manager/District Secretary Jennifer Flores at 209-952-7161 ext. 13.

Publication Date:  
The Union Democrat, Sonora, CA 95370

Ad shown is not actual print size

We appreciate your business!

**Date:** 10/4/17  
**Time:** 3:25 PM

**Ad ID:** 90435333

*SHARER AD PUBLISHED US  
 Public notice for 2 days*

84 S. Washington St, Sonora, CA 95370  
 209-588-4515

**Acct:** 900386                      **Name:** GROVELAND COMMUNITY  
**Phone:** 209-962-7161              **Address:** PO BOX 350                      **Receipt No:**  
**E-Mail:**  
**Client:**                              **City:** GROVELAND                              **State:** CA                      **Zip:** 95321-035

**Ad Name:** 90435333D                      **Reply Request:**

**Input Operator:** CWALKERA    **PO #**

**Start:** Thursday, November 9, 2017                      **Issues:** 2                      **Stopdate:** Friday, November 10, 2017  
**Classification:** 0902 - Legal Notices                      **Rate:** 9CLEGL                      **Pay Type:** BL  
**Copy Line:** SEEKING                      **Rep:** Walker, Carol                      **Colors**    **C**    **M**    **Y**  
         
**Editions:** UDEM/

**Tear Sheets:**

SEEKING CANDIDATES FOR OPEN  
 GCS D BOARD SEATS

GCS D is responsible for providing Water, Sewer,  
 Fire Protection, and Parks services to the  
 communities of Groveland, Big Oak Flat, and  
 Pine Mountain Lake

Mail or drop off application, cover letter, and  
 resume to 18966 Ferretti Rd., Groveland, CA  
 95321 or email to: [jlloras@gcsd.org](mailto:jlloras@gcsd.org).

Application Deadline: Fri., Nov. 10th by 4:00pm

Candidate Appointment: Candidates must live  
 and be registered to vote within the boundaries  
 of the Groveland Community Services District to  
 be considered eligible. A public meeting forum  
 for candidates will be held on Sat., Nov. 18th at  
 6:00pm at the Groveland Community Hall for  
 Q&A from members of the public and the Board.  
 The Board will potentially make a decision in  
 public that evening based on candidate  
 qualifications.

For more Information go to [www.gcsd.org](http://www.gcsd.org).

Publication Dates:  
 The Union Democrat, Sonora, CA 95370

Ad shown is not actual print size

**Ad Pricing:**

<b>Lines ...</b>	31
<b>Depth ...</b>	3.38
<b>Columns ...</b>	2.0
<b>Ad Price:</b>	\$360.5
<b>Other Charges:</b>	3.2
<b>Ad Total:</b>	\$363.70
<b>Total Payments.....</b>	0.00
<b>Total Amount Due:</b>	\$363.7

We appreciate your business!

SEEKING  
CANDIDATES FOR  
OPEN GCSD  
BOARD SEATS

On September 14, 2017 Groveland Community Services District Board Directors Maureen Grier and Nicholas Stauffacher announced their resignation from the Board. Director Stauffacher was appointed to a term set to expire November of 2018 and Director Grier was elected to a term set to expire November of 2020. The Board has voted to fill these vacant seats by appointment.

GCSD is responsible for providing Water, Sewer, Fire Protection, and Parks services to the communities of Groveland, Big Oak Flat, and Pine Mountain Lake. Any member of the public interested in serving out the remainder of Mr. Stauffacher's or Ms. Grier's term on the GCSD Board, is asked to submit an application, resume, and cover letter stating the reasons why they wish to serve on the Board, and list their qualifications. All candidates must live and be registered to vote within the boundaries of the Groveland Community Services District to be considered eligible. You can submit your application documents to the District Office by dropping them off at 18966 Ferretti Rd., Groveland, CA, by mail to: P.O. Box 350 Groveland, CA 95321, or by email to [jflores@gcsd.org](mailto:jflores@gcsd.org). Application documents must be submitted by November 10th by 4pm. The Board will interview and potentially appoint candidates Sat., Nov. 18th at 6pm at the Groveland Community Hall. If you have any further questions, please contact Office Manager/District Secretary Jennifer Flores at 209-962-7161 ext. 13.

Published as  
classified for  
5 days  
(larger Ad)

Ad shown is not actual print size

Date: 10/4/17  
Time: 3:21 PM

Ad ID: 90435518

84 S. Washington St, Sonoma, CA 95370  
209-588-4515

Acct: 900386      Name: GROVELAND COMMUNITY  
Phone: 209-962-7161      Address: PO BOX 350      Receipt No:  
E-Mail:  
Client:      City: GROVELAND      State: CA      Zip: 95321-035

Ad Name: 90435518D      Reply Request:

Input Operator: CWALKERA

PO #

Start: Wednesday, October 18, 2017      Issues: 5      Stopdate: Tuesday, October 24, 2017  
Classification: 0301 - Employment      Rate: 9COPEN      Pay Type: BL  
Copy Line: SEEKING      Rep: Walker, Carol      Colors  C  M  Y  
Editions: UDEM/

**Ad Pricing:**

Lines ...	74
Depth ...	8.24
Columns ...	1.0
Ad Price:	\$518
Other Charges:	2.0
Ad Total:	\$520.00
Total Payments.....	0.00
<b>Total Amount Due:</b>	<b>\$520</b>

SIGNAGE  
COURTESY OF  
GROVELAND  
COMMUNITY  
ON WASHINGTON ST. 8417  
84 S. WASHINGTON ST.  
SONOMA, CA 95370  
209-588-4515  
WWW.GROVELANDCOMMUNITY.CA

**Tear Sheets:**

Ad shown is not actual print size

We appreciate your business!

SEEKING  
CANDIDATES FOR  
OPEN GCSD BOARD  
SEATS

GCSD is responsible for providing Water, Sewer, Fire Protection, and Parks services to the communities of Groveland, Big Oak Flat, and Pine Mountain Lake

Mail or drop off application, cover letter, and resume to 18966 Ferretti Rd., Groveland, CA 95321 or email to: [jflores@gcsd.org](mailto:jflores@gcsd.org).

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Fri., Nov. 10th by  
4:00pm

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Candidates must live and be registered to vote within the boundaries of the Groveland Community Services District to be considered eligible. A public meeting forum for candidates will be held on Sat., Nov. 18th at 6:00pm at the Groveland Community Hall for Q&A from members of the public and the Board. The Board will potentially make a decision in public that evening based on candidate qualifications.

For more Information go to [www.gcsd.org](http://www.gcsd.org).

Published as  
classified  
for 5 days  
(smaller Ad)

Ad shown is not actual print size





# Groveland Community Services District

## Replacement of District Vehicles and Equipment

### Purpose:

To provide guidelines for: responsible, timely replacement of District vehicles and equipment.

### Policy:

This policy is designed to provide for a safe and dependable vehicle/equipment fleet to adequately serve the GCSD workforce at all hours of the day and in all conditions present and to ensure cost effective controls for vehicle/equipment replacement. It is intended to serve as a guide for District vehicle replacement. Other factors may influence the District's decision to shorten or extend replacement or service life as each situation may warrant and must be evaluated. An option to consider used vehicles and equipment and compare to new vehicles and equipment will be assessed on a case by case basis.

### Procedure:

1. Vehicles and Equipment will be reviewed for possible replacement as follows

a. Other than Construction Equipment

1)	Passenger cars	-10 Years/150,000 miles
2)	Compact pick-ups	-10 Years/150,000 miles
3)	1/2 - ton pick-ups	-10 Years/150,000 miles
4)	3/4 - ton Trucks	-10 Years/150,000 miles
5)	10,000 to 24,000 lb GVW	-15 Years/100,000 miles
6)	25,000 to 33,000 lb GVW	-15 Years/100,000 miles
7)	34,000 to 80,000 lb GVW	-15 Years/150,000 Miles

b. Construction Equipment

1)	Backhoes/Loaders	Shall be evaluated on an annual basis.
2)	Small tractors	
3)	Welders- gas/diesel	
4)	Air Compressors	
5)	Equipment Trailers	
6)	Forklifts	
7)	Trailer Mounted Pumps	

All Diesel Engines subject to C.A.R.B. (California Air Resource Board) Regulations may require replacement or retirement long before their actual need.

Note: The age of construction equipment and the manufacturer's recommendation as to operational hours shall be considerations for replacement recommendation but may not be the time chosen due to actual use and 'field experience'.

2. Each fiscal year maintenance records of vehicles/equipment meeting the criteria set forth in number "1" will be reviewed. Vehicles/Equipment with good maintenance records may be retained and reviewed annually thereafter for replacement. Vehicles with low mileage and/or good maintenance records may be retained until it is deemed cost effective to replace them. All vehicles are evaluated on an individual basis. All vehicles and equipment that are replaced shall be disposed of in accordance with district policy.

### **Responsibility:**

1. The Vehicle Maintenance Department shall be responsible for the following:
  - a. Recommending the sale of vehicles/Equipment and/or assignments for all District departments.
  - b. Final determination of the cost-effectiveness or need to replace vehicles/equipment
  - c. Preparation and/or review and approval of vehicles/equipment bid specifications.
  - d. Recommending the replacement of vehicles/equipment other than provided in the Administrative Procedure.
  
2. The purchasing Department shall be responsible for the bid/purchase process, any purchase over \$10,000 shall be brought to the Equipment Committee for review and then to the full Board for approval.

AGENDA SUBMITTAL

**TO:** GCSO Board of Directors  
**FROM:** GCSO Staff  
**DATE:** October 9, 2017  
**SUBJECT:** Consider Authorizing General Manager to Execute Installment Payment Agreement for Payment of Delinquent Account in the Amount of \$1,894.27

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**SUMMARY**

Property owners Dana and Teresa Waldman have asked that the District allow them to make monthly payments on the past due portion of their account. The Waldman's experienced a water leak that resulted in a \$1,894.27 utility bill. The Waldman's are not able to pay the balance in full, and per District policy, accounts that are delinquent longer than fifteen (15) days are locked off and service is not reestablished until the account balance is paid in full.

The attached Installment Payment Agreement allows for this policy to be suspended letting the owner pay the outstanding balance in installments without interruption of service. The attached agreement allows the Waldman's to pay the outstanding balance in four (4) installment payments. The Waldman's must also pay their current balance in order for the agreement to remain valid.

**ATTACHMENTS**

1. Installment Payment Agreement

**RECOMMENDED ACTION**

Authorize General Manager to execute the Installment Payment Agreement with Dana and Teresa Waldman for payment of delinquency in the amount of \$1,894.27.

## INSTALLMENT PAYMENT AGREEMENT

This Installment Payment Agreement (hereinafter "Agreement") is entered into by and between GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (hereinafter "District"), and Dana and Teresa Waldman, (hereinafter "Customer").

### RECITALS

1. District provides water service to parcels of real property located within its jurisdictional boundaries, including the real property owned by Customer consisting of Tuolumne County Assessor Parcel No. 090-24-003, 19230 Pleasant View Drive.

2. The District's Water Ordinance 2-17 provides for payment of monthly bills for water service. Payment for utility bills must be received in the District office by the last day of the month in which they are billed or a ten percent (10%) penalty shall be added to that month's bill. An additional penalty shall be payable in an amount equal to one-half of one percent (0.5%) of the unpaid water and sewer service charges plus the basic ten percent penalty for each month until all delinquent charges and penalties have been paid.

3. The District's Water Ordinance 2-17 further states that if the bill is not paid by the 15<sup>th</sup> of the following month, the water service will be shut off and an additional disconnection fee will be charged. When service is disconnected due to non-payment of bills, service shall not be resumed until payment of all charges and disconnection fees is received.

4. Customer has one utility account with District. The account number is 010568-000. Customer has requested that District waive this requirement. Customer has offered to enter into this Agreement by which Customer agrees to pay District the delinquency in four (4) monthly installments; \$500.00 for three (3) months then \$394.27 for one (1) month for account 010568-000.

5. The District's General Manager has considered the facts and circumstances surrounding the payment of the delinquency with respect to Customer's account, and finds that it is in the public; interest to enter into this Agreement with Customer regarding the payment of the delinquency in installments.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties hereto agree that the correct and total amount of the delinquency of account 010568-000 is \$1894.27.

2. District hereby agrees to waive its right to full and immediate payment of the delinquent water charges in consideration for which Customer agrees to maintain

account 010568-000 in current status and to make installment payments to District in a total amount of the balance due specified in Section 1 above by paying the following installment amounts on the following installment dates:

Account 010568-000

Installment No.	Due Date	Amount Due
1	10/31/2017	\$500.00
2	11/30/2017	\$500.00
3	12/31/2017	\$500.00
4	01/31/2018	\$394.27

3. The parties hereto agree that a penalty shall be payable in an amount equal to one-half of one percent (0.5%) of the unpaid water service charges.

4. Should Customer default in the performance of its promises to pay installment payments as specified in this Agreement, or materially breaches any of the other provisions of this Agreement, District may, at its option, terminate this Agreement by giving written notice to Customer. In the event of such default by Customer and termination of this Agreement by District, District shall retain its right to terminate water service to the Property of Customer for delinquent payment of water charges.

In addition to the remedy of termination of water service to the Property, in event of default by Customer in performance of its promises specified in this Agreement, District retains all of its remedies to collect such delinquent charges as specified in Government Code Section 61115 as follows: (1) to record a lien against the Property and all other property owned by Customer in Tuolumne County in the amount of the total balance of the delinquency not paid by Customer as promised in the terms of this Agreement; and (2) the remedy of requesting the County Auditor to place the amount of any delinquent water and sewer charges on the Property Tax Rolls prepared with respect to the Property in the next fiscal year following the date of default, in order to collect such delinquent payments by means of the County's property tax collection procedures. The District retains the right to exercise any and all of these remedies either individually or collectively.

In the event that District terminates water service to the Property due to a default in the performance of this Agreement by Customer, the parties agree that such water service will not be reconnected to the Property until Customer pays to District all outstanding obligations with respect to installment payments owing pursuant to the terms of this Agreement, together with any interest and/or penalties assessed by District against Customer for delinquent payments hereunder pursuant to the terms of the District's Water and Sewer Ordinance.

5. This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the payment of the District's delinquent water charges by Customer to District in installment payments, and contains all the covenants and agreements between the parties with respect to such payments. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement shall be valid or binding.

6. This Agreement may be amended only in writing, by mutual agreement of the parties on signature of both the District and Customer. Said amendment shall be attached to this Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of California.

8. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

9. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party in connection with this Agreement, the parties hereto consent to a court award of reasonable attorneys' fees to the prevailing or innocent party. The amount of the award shall be sufficient to compensate the prevailing party for all attorneys' fees incurred in good faith.

10. Any notices to be given pursuant to this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage pre-paid, with return receipt requested at the addresses noted below.

District: Groveland Community Services District  
18966 Ferretti Road  
Groveland, CA 95321-0350  
Attention: Jon Sterling, General Manager

Customer: Dana & Teresa Waldman  
128 Waverly Place  
Mountain View, CA 94040

IN WITNESS WHEREOF, the parties hereto have executed this Installment Payment Agreement as of the day and year specified next to each party's signature.

GROVELAND COMMUNITY SERVICES DISTRICT

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

By: \_\_\_\_\_  
Jon Sterling

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

Date: 9-14-17

By: Dana & Teresa Waldman  
Dana & Teresa Waldman

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



## AGENDA SUBMITTAL

**TO:** GCSO Board of Directors  
**FROM:** GCSO Staff  
**DATE:** October 9, 2017  
**SUBJECT:** Consider for Approval Revised Public Records Policy

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### SUMMARY

The District has recently received public records requests for records to be delivered electronically via email which have been denied. The District's current policy mirrors the California Public Records Act which requires public agencies only provide paper hard copies at .25 per page.

In an effort to accommodate the public, staff has revised the policy to allow for the distribution of public records electronically with two stipulations:

1. The document must exist in an electronic format at the time the request is made and;
2. A maximum of two (2) pages will be provided in an electronic format

### ATTACHMENTS

1. Redlined Public Records Policy

### RECOMMENDED ACTION

Approve the Revised Public Records Policy

## **SECTION 200 PUBLIC RECORDS MANAGEMENT**

### **201 PUBLIC RECORDS POLICY**

#### **201.1 Purpose and Scope of Policy**

This policy sets forth the guidelines for requesting access to inspect and/or obtain copies of public records maintained by the District.

Generally, the Public Records Act (the "Act") found at Government Code Section 6250 *et seq.*, requires that the records the District generates in its work be open to public inspection and that copies be made at cost and on request. The Act is based upon state policy that access to government information is a fundamental and necessary right of every person in this state. The Act provides that certain information must be withheld from public inspection in order to protect personal privacy, allow local governments to negotiate effectively, and to obtain confidential legal advice. Accordingly, the Act specifies exemptions to the duty of the District to make public records available for inspection and copying by the public.

This policy recognizes that determinations regarding disclosure and nondisclosure of District records must be made with care since both failure to disclose public records in accordance with the Act and improper disclosure of records in violation of constitutional privacy rights may both be a basis for District liability. The purpose of this policy is to provide guidelines to District staff to determine whether the disclosure or nondisclosure of requested District records is appropriate under the Act and the proper procedure for responding to such requests from the public. In general, compliance with the Act requires the District to balance the public's right to know how its local government is operating and the protection of individual privacy rights.

#### **201.2 Definition of "Public Record"**

A District public record consists of any writing containing information relating to the conduct of the public's business, whether handwritten, printed, photocopied, photographed, electronic mail, facsimile, video, film, audio tapes, and any other form of communication or representation, prepared, owned, used or retained by the District in the ordinary course of its business.

The Act only requires disclosure of existing, reasonably identifiable records. The District does not have a duty under the Act to comply with requests that prospectively seek records that do not yet exist, or to compile new information, data, or create new reports or records in order to respond to information requests from members of the public.

### 201.3 Duties of District in Responding to Requests for Public Records

#### A. Determination of Records Available for Inspection

District records which must be disclosed under the Act are available for public inspection by members of the public at any time during business hours. Any request for public records to the District must be made in writing and submitted in person, or by mail or e-mail. Persons interested in reviewing or obtaining copies of District records are encouraged to make a file review appointment in advance. Appointments are not mandatory, but they will help the District facilitate production of the records requested. At the time of the appointment those records which the District has identified as responsive to the request will be made available for review by the requester in the file review area of the office. Since it is a crime to steal, remove, destroy, mutilate, deface, alter, or falsify District records, in some cases District staff may be assigned to observe the file review process in order to protect the integrity of District records.

The Act provides that the District may, upon a request for inspection of District records, investigate whether the request, in whole or in part, seeks copies of disclosable public records in possession of the District that are exempt from public disclosure pursuant to the terms of the Act. The Act provides the District a period of ten (10) calendar days from the date of the written request to inspect the records to make this determination. The District will respond in writing within ten (10) calendar days of receiving the request whether and to what extent it will provide access to the records requested and, if not, the exemptions under the Act which preclude the District from disclosing the requested records.

If a portion of a District record is exempt from disclosure under the Act, the District will “redact” or edit the document to protect the confidential material, while making any reasonably segregable portion of the document which is not exempt from disclosure available to the requester.

#### 1. Assistance to Requesters

The District will assist members of the public in obtaining access to District records by helping requesters identify records which are responsive to their request, including providing the location in which records are stored, or providing suggestions such as how to narrow a request to make it possible for the District to meet the request without undue burden on the requester. As an alternative to such assistance, the District may provide an index of its records to the requester to assist the requester.

#### B. Responding to Request for Copies of District Records

The District will provide copies of District records on request and will charge its direct costs of duplication, which costs do not include staff time to locate or retrieve records or to make copies. Requests to receive a record electronically will only be granted if the requested record exists in an electronic format at the time the request is made and will be limited to two (2) pages. Subsequent record pages must be obtained via paper hard copy and will be subject to duplication costs.

A request for copies of District records will be satisfied promptly, but in some cases the District may reserve its rights to determine the extent to which it is in possession of records responsive to the request and the extent to which such records may be exempt from disclosure to the public under the Act. The District will make this determination within ten (10) calendar days of receiving a written request for copies of District records.

In unusual circumstances the District may, by written notice to the requester, extend its time to respond to the request and specify any applicable exemptions from disclosure for up to fourteen (14) additional calendar days under the following circumstances:

1. The need to search for and collect the requested records from facilities separate from the District's office;
2. The need to search for, collect and examine a voluminous amount of separate and distinct records that are demanded in a single request;
3. The need for consultation with District Legal Counsel as to whether the Act permits disclosure of the records requested.

Such written notice will set forth the reasons for the extension and the date on which the determination is expected to be finalized and the date when those records which are determined to be disclosable will be made available.

If any District records are found to be exempt from disclosure, the District will notify the requester in writing within the timeframes specified herein of those requested records which are deemed to be exempt from disclosure, and the basis of such exemption. This notice shall contain the names and titles of those persons responsible for the denial.

In those cases involving requests for voluminous records, the District retains the option to send its records to a copy service for copying, rather than copying them in the District office. The District will require the requester to pay the copy service's charges to the District before receiving copies of the requested documents from the District. The District will also permit members of the public to arrange for a bonded copy service to come to the District office to make copies of requested documents on their behalf. The District encourages requesters to make advance arrangements with the District in retaining copy service companies to come to the District office to make copies on their behalf.

#### 201.4 Providing Copies of Board Agenda Documents

Copies of agendas as supporting materials for regular and special meetings of the Board distributed to a majority of the Board of Directors shall be made available to the public at the same time as such documents are made available to members of the Board of Directors. However, certain documents contained within the agenda supporting documentation that are confidential and privileged as a result of the attorney-client privilege, or other applicable privileges, will not be distributed to the public as those documents are exempt from disclosure under the Act. A limited quantity of agendas together with non-privileged supporting documentation will be copied in advance of each meeting and made available to the public in attendance at the meeting at no charge. Individuals requesting copies of the agenda and supporting documentation for any regular or special board meeting prior to the board

meeting will be charged the then current copying charge. Copies of agendas and supporting documentation for Board meetings, upon payment of the applicable copying charge, will be available to the requester no earlier than seventy-two (72) hours before any regular meeting of the Board, and twenty-four (24) hours before any special meeting of the Board.

#### 201.5 Copying Charges

Individuals requesting copies of District documents that are not privileged or otherwise exempt under the Act will be charged at the then current copying charge as indicated in Appendix 200-A - Fee for Copying of Public Documents. Said fees shall be paid to the District prior to the District's delivery of the requested records to the requester.

#### 201.6 District Records Exempt from Disclosure Under the Act

The Act provides that certain information must be withheld from public inspection in order to protect personal privacy, to allow the District to negotiate effectively with respect to labor negotiations and real estate negotiations, or to obtain confidential legal advice. Therefore, the Act specifies various categories of exempt records which the District is not obligated to make available to the public. The Act lists many such exemptions which may be applicable to a specific request for District records which are too numerous to specify in this policy but are listed at Government Code Section 6276.02 through 6276.48.

In addition to these specific exemptions in the Act, the Act also provides that the District shall not disclose any District record when the facts of the particular case demonstrate that the privacy interests served by not disclosing the record clearly outweigh the public interest served by disclosure of the record.

Examples of the exemptions commonly applicable to District records are as follows:

- A. Preliminary drafts, notes, or inter-agency or intra-agency memos that are not retained by the District in the ordinary course of business.
- B. Records pertaining to pending litigation involving the District or to claims filed against the District for monetary damages.
- C. Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.
- D. Any record which is privileged under any other law including attorney-client communications, attorney work-product, and patient-physician communications.
- E. Additional privileged information includes the official information privilege which makes confidential information acquired in confidence by any District employee in the course of his or her duties performed on behalf of the District.
- F. The deliberative process privilege which protects communications between agency decision makers before decisions are made to protect information the disclosure of which could reveal

the thought processes of government officials and discourage candid discussion within the District and thereby undermine its ability to perform its functions.

- G. Real estate appraisals and engineering or feasibility estimates and evaluations relative to the acquisition of property, or to prospective public supply and construction contracts.
- H. Security assessments that assess the District's vulnerability to terrorist attack or other criminal attacks intended to disrupt the District's operations and that is for distribution or consideration in a closed session.
- I. Utility customer data including the name, credit history, utility usage data, home address, telephone, or any other private information regarding utility customers of the District, except as authorized by the customer, required by another governmental agency or court order, or if determined necessary by the District because the customer has violated the District's utility usage policies in his or her use of utility services.
- J. Financial data filed with the District by a contractor, developer, or any other person which is required to establish that that person is qualified for the contract, license, permit, or entitlement being sought.

#### 201.7 E-mail as a Public Record

The District recognizes that e-mail generates correspondence and other documentation which may be recognized as official District records in need of protection and/or retention in accordance with the Act. The e-mail system is intended as a medium of communication, and should not be used for electronic storage or maintenance of documentation including, but not limited to, official District records.

Three types of e-mail messages constitute District records as follows:

- A. E-mail between the District and the public created or received in connection with official District business;
- B. E-mail that documents the formulation and implementation of policies and decisions; and
- C. Messages that initiate, authorize or complete a transaction of official District business.

If an e-mail message including any attachments thereto falls into any of these three categories, such e-mails constitute official District records which should be printed as a hard copy and filed and retained in accordance with the District's records retention policies. Generally, the District employee or official who is the sender of the e-mail should be the person responsible for printing and filing it, but persons responsible for a particular program or project file shall be responsible for retaining all e-mail which constitutes District documents that are sent or received related to that program or project.

Any e-mail communication that does not fall within one of the three enumerated categories shall be deleted once they are no longer needed. Individual employees are responsible for deleting e-mails in their respective mailboxes which do **not** constitute District records as specified in this policy.

It is the responsibility of individual District employees and their department heads to determine if an e-mail is an official District record that must be retained in accordance with the District's record retention policy. The Board Secretary will assist staff in making such a determination. District staff should keep in mind, however, that preliminary drafts, notes, or inter-agency or intra-agency memoranda in the form of e-mail that are not retained by the District in the ordinary course of District business are not considered to be official District records subject to disclosure. Employees are encouraged to delete e-mail documents that are not otherwise required to be kept by law or whose preservation is not necessary or convenient to the discharge of their duties or the conduct of District business.

Periodically the District receives requests for inspection of production of documents pursuant to the Act, as well as demand by subpoena or court order for such documents. In the event such a request or demand is made for e-mail, the employees having control over such e-mail, once they become aware of the request or demand, shall use their best efforts, by any reasonable means available, to temporarily preserve any e-mail that is in existence until it is determined whether such e-mail is subject to preservation, public inspection or disclosure. The General Manager shall be contacted regarding any such e-mails within a District employee's control.

## **202 RECORDS RETENTION**

### **202.1 Purpose**

The purpose of this policy is to: 1) provide guidelines to staff regarding the retention or disposal of public records of the District; 2) provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; 3) ensure prompt and accurate retrieval of records; and 4) ensure compliance with legal and regulatory requirements. This section also provides the District's intent as to document management, storage, and backup.

The District's records management system is designed to apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation and disposal of District records with the goal of ensuring that records are kept only as long as they have some administrative, fiscal, historic, or legal value to the District. Records of the District should not be retained "just in case" if they have no administrative, fiscal, historic, or legal utility to the District. When records of the District no longer fulfill the value for which they were created, they should be destroyed unless they also have some historic or research significance. If that is the case, the records should be preserved by an appropriate historical agency.

### **202.2 Scope of Retention Policy**

This policy shall apply to all public records of the District. "Public Records" are defined as any writing containing information relating to conduct of the public's business prepared, owned, used, or retained by the District in the course of its business, regardless of physical form or characteristics. Therefore, Public Records include any handwriting, typewriting, printing, facsimiles, photographs, photocopies, electronic mail, film, audio tape, and any other means of recording containing information including words, pictures, sounds, symbols, or combinations thereof. A listing of records deemed to be official by the District is contained in Appendix 200-B—Categories of District Records and Record Retention Schedule.



## Tuolumne County Multi-Jurisdictional Hazard Mitigation Planning

Lead Jurisdiction Agent: Tracie Riggs  
Lead Jurisdiction Name: County of Tuolumne  
Lead Jurisdiction Address: County Administration Center  
2 South Green Street  
Sonora, CA 95370

Re: Letter of Commitment as participating jurisdiction in Tuolumne County Multi-jurisdictional Hazard Mitigation Planning

Dear Lead Jurisdiction Agent,

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the [participating jurisdiction] is submitting this letter of commitment to confirm that [participating jurisdiction] has agreed to participate in the Tuolumne County Multi-jurisdictional Hazard Mitigation Planning.

Further, as a condition to participating in the mitigation planning; [participating jurisdiction] agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Tuolumne County to complete the plan in conformance with FEMA requirements.

Groveland Community Services District understands that it must engage in the following planning process, as more fully described in FEMA's Local Multi-Hazard Mitigation Planning Guidance dated March 2013, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction. ;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Robert Swan, Board President, commit the Groveland Community Services District to the Tuolumne County Multi-jurisdictional Hazard Mitigation Planning effort.

Executed this 9<sup>th</sup> day of October, 2017

Jurisdiction official's signature \_\_\_\_\_