



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

September 10, 2024

10:00 a.m.

Location: 18966 Ferretti Road, Groveland CA, 95321

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

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

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

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

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

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

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

HOW TO SUBMIT PUBLIC COMMENTS:

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

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

ACCESSIBILITY INFORMATION:

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

AGENDA MATERIAL:

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

PUBLIC RECORDS:

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

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

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



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Call to Order

Pledge of Allegiance

Roll Call of Board Members

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

1. Approve Order of Agenda

2. Public Comment

Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Public comments are subject to a 3-minute time limit; 10 minutes on an individual topic. Although no action can be taken on items not listed on the agenda, please know we are listening carefully to your comments.

3. Information Items

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

A. Staff Reports

- i. Fire Department Report
- ii. CERT Report
- iii. Operations Manager's Report
- iv. Administrative Services Manager's Report
- v. General Manager's Report

B. Proclamations

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

4. Consent Calendar

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

A. Amend Minutes from the July 9, 2024, Regular Meeting

B. Approve Minutes from the August 13, 2024, Regular Meeting

- C. Approve Minutes from the August 27, 2024, Quarterly Workshop
- D. Accept August 2024 Payables
- E. Ratification of the Purchase Agreement of APN 091-260-016-000 and Authorizing the General Manager to Sign Related Documents Regarding the Close of Escrow for the District's Employee Housing Program
- F. Authorize the General Manager to Determine and Set the Fair Market Rental Rate for Employee Housing to Cover District Costs Associated with the District's Housing Program
- G. Waive Reading of Ordinances and Resolutions Except by Title

5. Old Business

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

- A. None

6. Discussion and Action Items

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

- A. Adoption of a Resolution Approving the General Manager to Enter into a Professional Services Agreement with Provost and Pritchard Consulting Group for the Design Services for the Groveland Hetch Hetchy Railroad Trail Project, Phase 1
- B. Adoption of a Resolution Authorizing the Award of the Potable Water Storage and Distribution System Improvements Project to Njirich and Sons, Inc. and to Authorize the General Manager to Sign an Agreement on Behalf of the District
- C. Adoption of a Resolution Authorizing the Submission of a Cybersecurity Application through the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA) for the Replacement of the District's SCADA Radio's and Programable Logical Control Systems
- D. First Reading: Required Amendment to the District's Water Ordinance Article VIII of the Ordinance No. 2-17 "Cross Connection Control Program" by adding new Sections (8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, and Reporting, 8.1.10 Public Outreach and Education, and 8.1.11 Local Entity Coordination)
- E. Adoption of a Resolution Authorizing the Execution and Delivery by the District of an Installment Purchase Contract and Authorizing the Execution of other Necessary Documents and Other Actions Related to the Purchase of Employee Housing

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7. Closed Session (Public may comment on closed session item prior to Board convening into closed session)

- A. Conference with Labor Negotiators pursuant to Government Code Section 54957.6

Agency Designated Representatives: General Manager and Administrative Services Manager

Employee Organization: Operating Engineers, Local 3

Announcement of Action Taken in Closed Session

8. Adjournment



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



Staff Report
September 1, 2024

To: Board of Directors

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

Subject: Monthly Activity Report – August 1, 2024 – August 31, 2024

Operations:

On August 5th, 2024, at 10:30 AM, GCSO Engine-787, Tuolumne County Engine-631, and GCSO Engine-783 (ABH) were part of a dispatch for a residential structure fire on Wards Ferry Rd. Upon arrival, TCFD Engine-631 reported smoke and fire showing from the back side of the residence. With the rapid response and aggressive attack, they were able to contain the fire from spreading to the rest of the building and vegetation.





Groveland Community Services District Fire Department / CALFIRE

18966 Ferretti Road Groveland, CA 95321



Operations:

On August 16th, 2024, at 4:33 PM, GCSO Engine-781, TCFD Engine-631, and CAL Fire Engine-4476 were part of a dispatch for a vegetation fire on Highway 120. Upon arrival, Cal Fire Engine-4476 reported half an acre in oak woodland vegetation with difficult access. Emergency personnel attacked the fire aggressively which included aircraft, dozers, hand crews, and fire engines. This effort quickly contained the fire and kept it away from downtown Groveland.





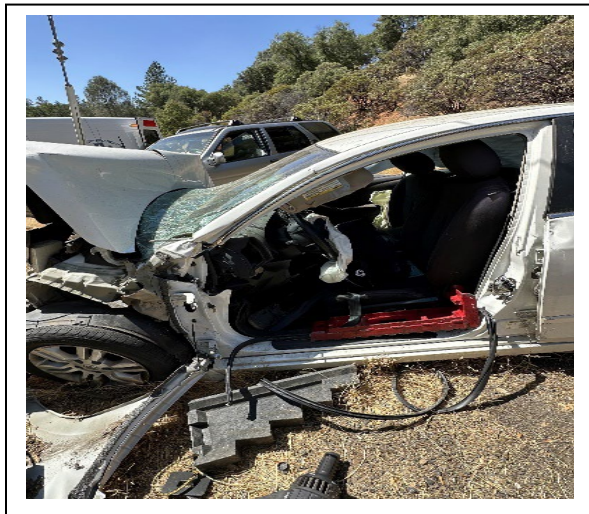
Groveland Community Services District Fire Department / CALFIRE

18966 Ferretti Road Groveland, CA 95321



Operations:

On August 30th, 2024, at 1:38 P.M., GCSD Engine-781 was dispatched alongside Tuolumne County Engine-631 to a vehicle accident on Ferretti Rd. Upon arrival, Engine-781 reported two vehicles with major damage. The crews worked diligently and efficiently, successfully extricating patients from both vehicles.





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

18966 Ferretti Road Groveland, CA 95321



Apparatus and Equipment:

Apparatus	Description	Status
Engine 781	2009 Pierce Contender	In Service
Engine 787	2000 Freightliner FL112	In Service
Engine 783	1997 International Model 15	In Service
Utility 786	2008 Chevrolet 2500	In Service

- All GCSO engines had their six-month maintenance services, which included our routine monthly engine upkeep as well as several additional services.

Training:

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

- FAE Stone - attended Company Officer 2C, Instructor 1 and ICS 300 in Oakdale
- FAE Martinez- completed Water Rescue FRO
- FAE Herrera- completed Registered Instructor Orientation and Fire Certification Evaluator Training, which is part of his task book to be a California State Fire Marshall Instructor
- Hose Evolutions
- Extrication
- Patient Packaging
- Ladders
- Narcan
- Epinephrine
- AED & Lucas Device



Groveland Community Services District Fire Department / CALFIRE

18966 Ferretti Road Groveland, CA 95321



Fire Department News:

In the month of August, we conducted testing on all our Scott SCBA packs and RIC packs. This routine check is crucial for ensuring that all equipment remains in optimal working condition. This process helps us identify any potential issues before they arise in critical situations. Maintaining our equipment at peak performance is essential for the safety and effectiveness of our emergency response operations.



GCSD Engine-781 and TCFD Engine-631 attended the event hosted by Pine Mountain Lake Stables, where they were treated to a delicious shrimp and sausage dinner. The crews enjoyed the lively atmosphere, appreciating the great music and the opportunity to connect with the Groveland community. Their presence at the event helped strengthen community ties and foster positive relationships.



Groveland Community Services District Fire Department / CALFIRE

18966 Ferretti Road Groveland, CA 95321



Fire Department News:



The GCSO fire station had the distinct honor to host a station visit for a special guest from Germany. She explored the fire engines, while her family enjoyed the detailed tour and the chance to engage with the crew. The visit fostered a meaningful exchange of cultures, as stories and experiences were shared. Having created a memorable moment, she asked the crew if they would take a picture with her.

Aug-24

STATION 78

Alarm Sounding	0
Odor Investigation	1
Debris Fire	0
Medical Aid	25
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	3
Plane/Heli Crash	0
Public Assist	6
Smoke Check	0
Structure Fire	1
Commercial Structure Fire	0
Vegetation Fire	1
Vehicle Accident	3
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	40

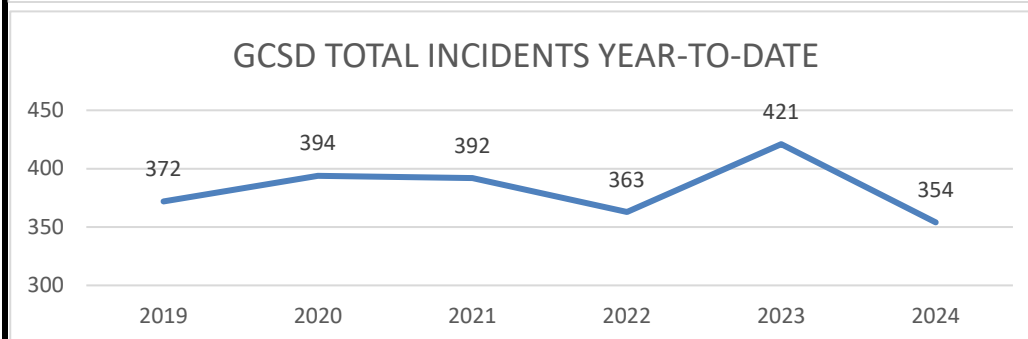
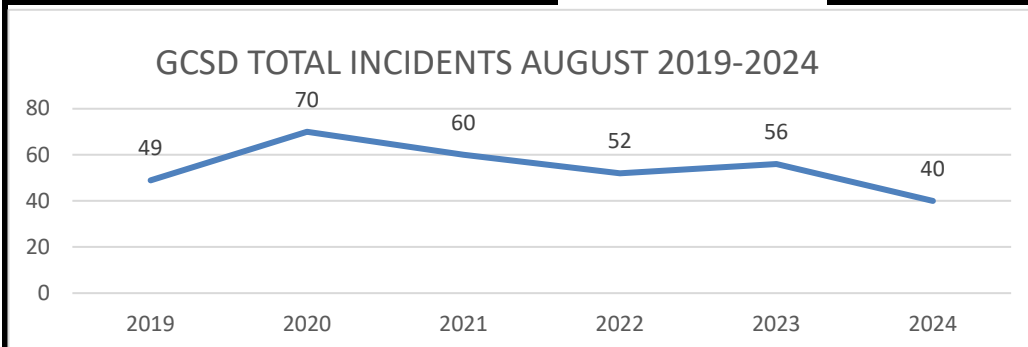
(38 Calls in GCSD District, 2 Calls in Tuolumne County)



Auto Aid	Given
Tuolumne County	2
-INC # 10440 Vehicle Accident Hwy 120 and Smith Station	
-INC # 11218 Vehicle Accident HWY 120 and Ponderosa Ln	
TCFD E-631: 30 Calls	

Last Call Logged Run # 11825

ALS	
Yes	No
25	5



CERT Groveland/Big Oak Flat/Moccasin

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



Report to GCSD Board for September 2024

- We have received the purchases from the \$1600 grant of Adventist Health for additional supplies in support of our Firefighter Rehab operation. Supplies have been inventoried and provisioned to the CERT rehab ambulance.
- GCERT Team meeting on Sept 28 will feature a presentation by The American Red Cross on the topics of Heating/Cooling Centers and shelters. Also, they will be working towards cross training CERT members in Red Cross matters.
- GCERT is planning the following Team meetings in 2024 -- Sep 28, Oct 26.
- GCERT has been approved for deployment at the 49er Festival for Traffic Management.
- GCERT has completed the principals' meetings for 49er Festival Traffic Management. Next is an All-Hands meeting Sept 11 with CSU to present the 2024 TM Plan.
- GCERT will complete background checks for all certified members.
- GCERT has 25 participants, 26 inquiring people and 16 fully certified members.
- GCERT has notified FD that our Firefighter Rehab vehicle is operational. It is equipped with all the necessary equipment to Go Live. (Funded by Adventist Health Grant). GCERT is also available for Traffic Control deployment.
- Tom Hernandez is the GCERT Team Leader. Len Otley is our Training Officer. Sam Park is the Logistics Officer.
- We (GCSD & CERT) are seeking funding for CERT Basic Training in association with TC OES. Hopefully, the next Basic CERT training will be in the Fall 2024.

9/5/2024 3:53 PM

GrovelandCERT@gmail.com

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



Information Provided By

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

**Operations and Maintenance Report
 August 2024**

Operations Department

Wastewater Treatment Division

Influent Totals	
Total	3.21
Average	0.10
High	0.16
Low	0.08

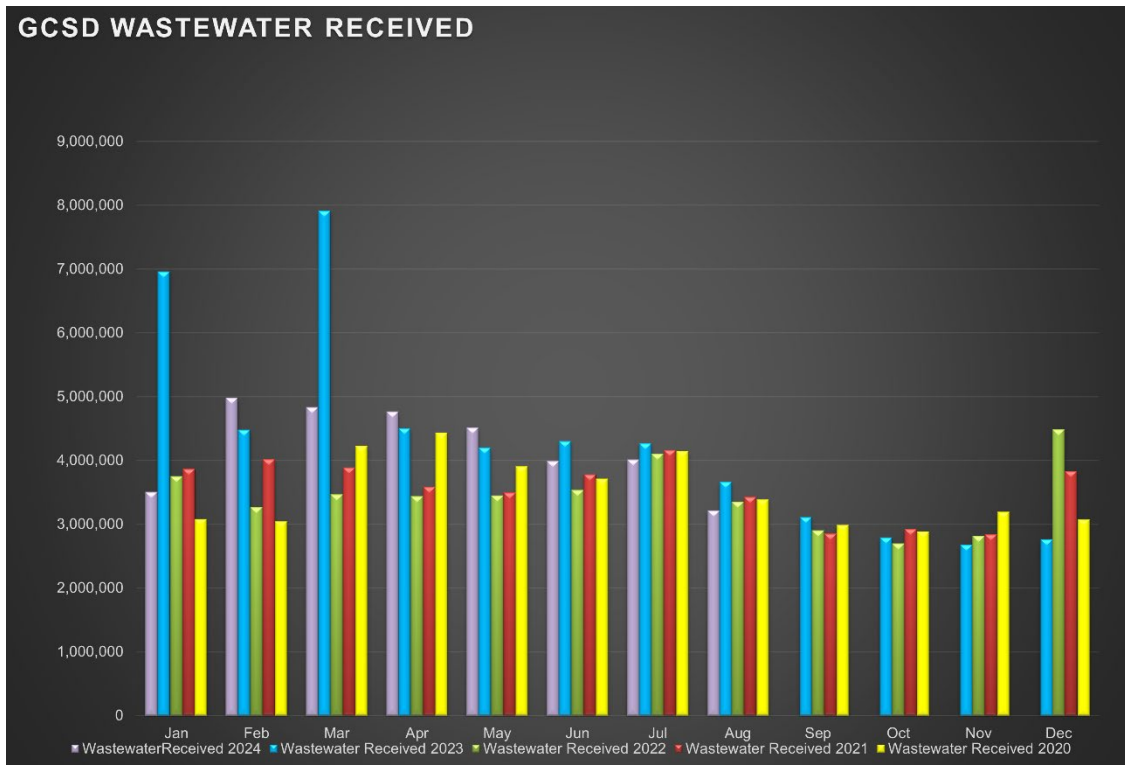
Effluent Totals	
Total	3.21
Average	0.11
High	0.16
Low	0.08

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

Wasting Totals	
Total Inches	145
Total Pounds	3267
Active Accounts	1572

STP Rainfall Totals by Year During Current Month (Inches)					
Season	2024	2023	2022	2021	2020
0.00	0.00	1.10	0.12	0.00	0.01
	High 0.00	High 0.48	High 0.12	High 0.00	High 0.01

Charted Historical Monthly Influent Totals



Wastewater Treatment Division

Routine Tasks

- Took weekly Bac-Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Alpha Lab for testing.
- Completed monthly Wastewater Report and sent to the State Water Resources Control Board
- Completed daily rounds and Lab.

Water Treatment Division

Routine Tasks

- Submitted monthly Water Treatment Report to State Water Resources Control Board
- Submitted monthly Conservation Report to State Water Boards
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC.
- Took weekly Treatment Plant samples and sent them into Alpha Lab
- Monitored/sampled Distribution Tanks as needed.

Maintenance Department

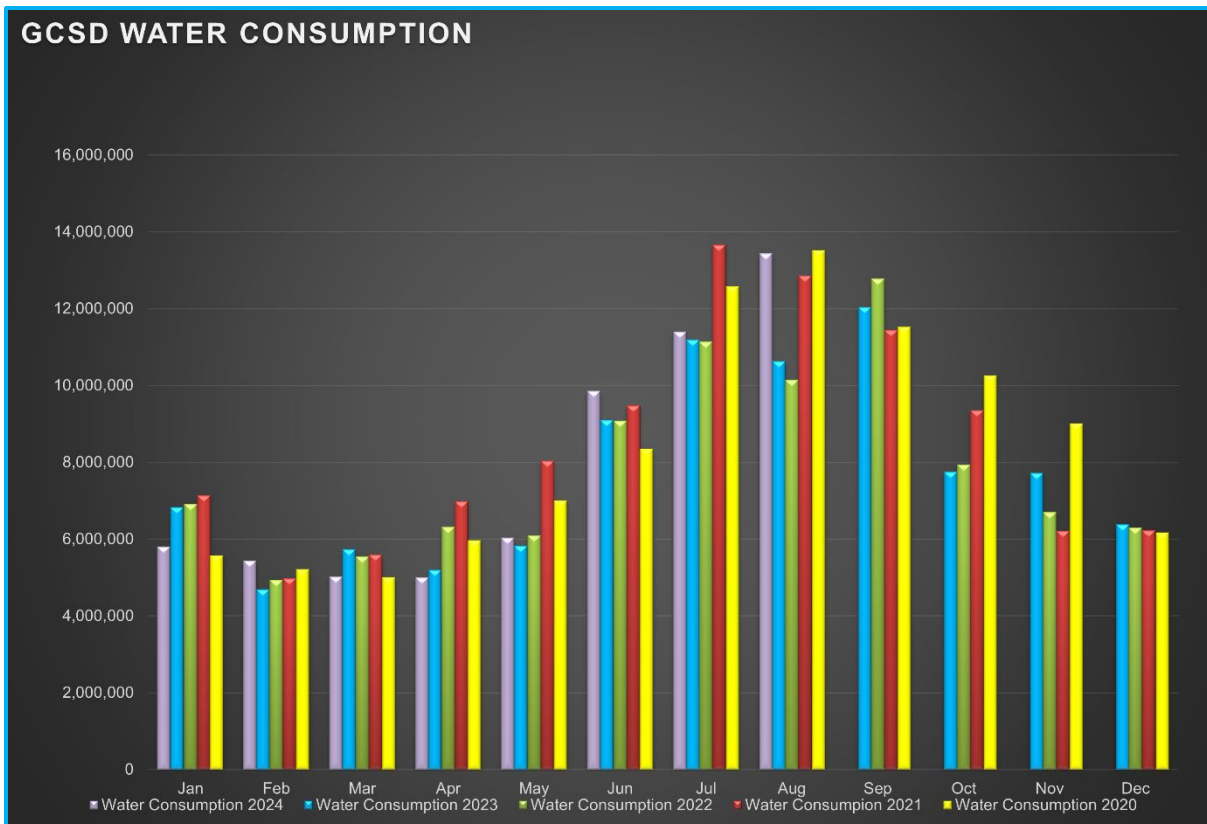
Water Distribution System Division

Meter Related Services	Total
Check / Repair Meters	8
Water Meters Installed	1
Monthly Meter Restrictions	0
Meter Lock offs	4
Meter Changeouts	4
Tenant Final Reads	6
Re-Reads	8
Meter Turn-Offs	3
Meter Turn-Ons	0
Meter Tests	0
Winterize Meter	0
Color/Taste/Odor/PSI Complaints	2
Total Meter Related Issues	36

Billed Consumption (Gallons)	2024	2023	2022
Residential	12,608,417	9,806,619	9,376,760
Commercial	821,552	815,038	770,167
Total	13,429,969	10,621,657	10,146,927

Active Accounts	3274
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Charted Historical Monthly Water Consumption



Maintenance and Repair Data

Description	Total
Water Main Leaks / Repairs	2
Water Service Line Leaks / Repairs	1
Fire Hydrant Repairs / Replacements	2
Number of Hydrants Flushed	13
Number of Dead-Ends Flushed	12
Water Valves Exercised	12
GIS Points	0

Description	Gallons
Flushing for Water Quality	55,000
Water Loss Due to Leaks / Breaks	209,130

After-Hours Calls (Hours)				
Water	Sewer	Park	Other	Total
4	14	1	3	22

Maintenance and Repair

- **Routine Tasks**
 - Read all District Water Meters
 - Customer Service Calls (Low / High Pressures, No Water, Turn-Ons / Turn-Offs, Etc.)
 - Underground Service Alert (USA) Utility Marking Program
 - Weekly Pump Station Inspections at Tank 2, Tank 4, Tank 5 (Buildings, Tanks, Motors, Pumps, Drives, Communications, Generators, and Auxiliary Equipment)
 - Lock offs for non-payment.
 - Unusual Usage meter reads.

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

- **Distribution System**
 - Continue water service line survey to identify Lead and Copper water service lines.
 - Fire Hydrant Repair on Back St.
 - Fire Hydrant Repair on Longview St.
 - Water service line repair 20128 Lower Skyridge Dr.
 - Water mainline repair at 20700 Longview St.
 - Water mainline repair at 19483 Elder Ln.
 - Water service line replacements at 20350 Pine Mtn Dr. and 20355 Rock Canyon Way.
 - Repair water mainline at 19210 State Hwy 120.

Pictures

Wastewater Collection System Division

Description	Total
Manholes Inspected	40
GIS Points	0
Customer Complaint	0
Odor Complaints	2

Description	Total
Flushing/Jetting (Feet)	0
Video Inspection (Feet)	300

Description	Total
Sanitary Sewer Spills (SSO)	0
SSO Gallons Spilled	0

Maintenance and Repair

- **Routine Tasks**
 - Weekly lift station site inspections (PMCS)
 - Added degreaser and odor control to lift stations.

- **Lift Stations**
 - Cleaned and Inspected: LS5, LS6 LS7, LS8.
 - Manhole Inspections LS9 and LS10.
 - Remove roots and debris found during manhole inspections.

- **Collection System**
 - Flushed/Jetted gravity sewer line areas.
 - Groveland, Bass Pond, Twin Pines Easement monthly manhole inspections.

Pictures

General Maintenance Division

Maintenance By Department

- **Operations Department**
 - 2G Water Treatment Plant
 - Big Creek Water Treatment Plant
 - Butler Bypass Pump Station
 - AWS
 - STP
 - Clean and prepare “new” equipment for installation into headworks.

- **Maintenance Department**
 - Equipment
 - Shop tool maintenance and cleaning.
 - Monthly Inspect and run at operating temperatures...

- Rain for Rent, Sullair, Vactron, Cement mixer, Light Tower, STP generator, Dunn Ct Generator, AWS Generator, Standby Generator, Highlands Generator.
 - LS8 Generator service. R&R main fuse in PLC cabinet.
 - LS16 R&R generator battery.
- Vehicles
 - 41719: R&R tires.
 - 62026: Rewire trailer brake system so that trailer brakes will work properly.
 - 50415: R&R tires and empty fuel load for transport to shop for repairs.
 - 70981: Diagnose “Engine Light.” R&R coolant temperature sensors. Found problem with wiring harness near belt pulley. Performed “B” Service. Service engine oil and oil/air/fuel filters. R&R leaking power steering and ATF lines. Degreased engine bay.
 - 79783: Performed “B” Service.
 - Buildings & Yard
 - Cleared blockage on AC drain line in Admin building.
 - General yard cleanliness.
 - Vegetation management.

Pictures

Parks Division

Maintenance and Repair

- **Mary Laveroni Community Park**
 - Landscape Maintenance.
 - Movies in the park set up.
 - Installed lighting conduit and pull boxes for new bus structure.
 - Moved bench to drinking fountain area.
 - Moved ML Park rock and plaque to alcove behind lawn.
- **Ballfield & Dog Park**
 - Mowing and bathroom maintenance

Contracted Work

- Njirich Construction
 - Mary Laveroni Park upgrades are continuing.

- SMCI
 - WWTP Headworks upgrades are continuing.
- Industrial Electric
 - Automatic Transfer Switch (ATS) upgrades at LS10 and LS12.
- Moyle Construction/H&R
 - Lift Station Rehabs at LS5, LS6, LS7, LS8, and LS10.
 - Asphalt Patching.
 - Warranty work on earlier CIP replacements.
- Cla-Val
 - Cla- Valve servicing and repairs on pressure reducing valves and pressure relief valves.

Workplace Safety and Training

- Routine Safety Meetings
 - Daily Tailgate Meetings
 - Weekly Safety Meetings
 - Weekly Security Checks
 - Weekly Vehicle Inspection
- GCSD – All Employees
 - Workplace Violence Prevention Plan



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 10, 2024

SUBJECT: Agenda Item 3Av: General Managers Report

[Overview](#)

Highlights for the period of August 13, 2024, to September 10, 2024, include the following, with additional information provided verbally and in attachments:

Tuolumne County LAFCO

LOCAL AGENCY FORMATION COMMISSION OF TUOLUMNE COUNTY

Commissioners
Steve Arreguin
Janice Kwiatkowski
John Feriani
David Goldemberg
Ryan Campbell
Suzanne Cruz
Ann Segerstrom

Alternates
Adam Artzer
Kathleen Haff
Andy Merrill

Executive Officer
Quincy Yaley, AICP

AGENDA TUOLUMNE COUNTY LAFCO September 9, 2024

BOARD OF SUPERVISORS CHAMBERS
2 SOUTH GREEN STREET, SONORA, CA, 4TH FLOOR
4:00 p.m.

You may submit written comments by U.S. Mail to 2 South Green Street, Sonora, CA 95370, or via email to cdd@tuolumnecounty.ca.gov for retention as part of the administrative record. Comments will not be read during the meeting.

COMMISSION BUSINESS:

- A. Salute the Flag
- B. Minutes of the August 12, 2024
- C. Reports

“Reports” are a brief oral report from a committee or commission member and/or LAFCO staff, and no commission action will occur. This item is not intended to include in-depth presentations or reports, as those matters should be placed on an agenda for discussion.

PUBLIC COMMENT: 15 Minutes

The public may speak on any item not on the printed agenda. No action may be taken by the Commission.

NEW BUSINESS:

- 1. Review of letter from Tuolumne County regarding termination of staffing for the Commission and consideration of potential staff options.

OLD BUSINESS:

- 1. RFP for an Executive Officer/Legal Counsel for LAFCO staffing.
- 2. Review of the Tuolumne County LAFCO, June 2024 Grand Jury report and consideration of a response to report’s findings and recommendations, due September 23, 2024.

-
3. Review of the County Service Areas in Tuolumne County: Road Maintenance in Subdivisions, June 2024 Grand Jury report and consideration of a response to report's findings and recommendations, due September 23, 2024.
 4. Consideration of approving a proposed update to the LAFCO Policies and Procedures.

PUBLIC HEARING:

None

ADJOURNMENT

Disclosure of Campaign Contributions – Government Code Section 84308 requires that campaign disclosure reports provide the public with the identity of contributors and the amounts they give, and the amount that officeholders, candidates, and committees spend. A LAFCO Commissioner must disqualify herself or himself from voting on an application involving an “entitlement for use” (such as an annexation or sphere amendment) if, within 12 months, the Commissioner has received \$250.00 or more in campaign contributions from the applicant, any financially interested person who actively supports or opposes the application (such as an attorney, engineer, or planning consultant) representing the applicant or interested party. The law also requires any applicant or participant in a LAFCO proceeding to disclose the contribution amount and name of the recipient Commissioner on the official record of the proceeding. The law also prohibits an applicant from making a contribution of \$250.00, or more to a LAFCO Commissioner while a proceeding is pending or for 3 months afterward.

Disclosure of Expenses Supporting and Opposing Proposals - If a person or group contributes or expends \$1,000.00 or more in support of, or in opposition to, a proposal before LAFCO, those contributions and expenditures must be disclosed. Pursuant to Section 56100.1 of the Government Code, disclosure shall be made to the Commission's executive officer.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Community Development Department at (209) 533-5633. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (28FR35.102-35.104 ADA Title 11).

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Possible areas to look into for future projects:

- Proper property drainage methods – lot sculpting – water retention
- Native plants for water conservation and to provide natural ecological balance
- Storm water capture and use
 - a. Example: THCS D public park interpretive storm drain capture project
 - b. What about: City of Sonora? Groveland? Tuolumne City?
- Identification of additional areas for storm water sequestration and retention
- Waste water reuse (laundry water, etc.)
- ‘Purple pipe’ systems for irrigation
- Rainwater capture and use
- Drip irrigation systems, installation and maintenance
- Composting and mulching for weed control and garden health
- Raw water for firefighting use (fire water drafting points – TUD project, more on this)
- Green zones for fire protection of urban areas
- PFAS – danger of and mitigation of (was/is? in fire retardant)
- Plastic pollution? (microscopic) – recycle/reuse methods
- Alternative pest control methods limiting or eliminating detrimental chemicals
- Alternative use of ‘every day’ chemicals by use of more ‘natural’ compounds/habits
- Proper water run-off retention and soil/silt retention along roadways and developments
- Concerted effort for retention of oak trees in developments
- Education of T/C County Building Department and Development/Planning Department of above items
- Education of builders and developers of above items
- Support community fire safe programs and projects

A couple of examples of projects past and in progress I’ve been, or am involved in:

Fire water drafting points along the TUD ditch system

TUD project – Flume/main canal

Sierra Nevada Conservancy – Michael Pickard & Randi Jorgensen – grant for vegetation removal and thinning along the PG&E flume several years ago.

**TUOLUMNE COUNTY NATURAL RESOURCES ADVISORY COMMITTEE
REGULAR MEETING AGENDA**

2024 Strategic Priorities

- Support our local water utility partners in their effort to modernize and improve water supply infrastructure and mitigate risk.
- Maintain awareness of pertinent State and Federal legislation regarding natural resources, land use, water, and water rights.
- Maintain awareness of Tuolumne County Federal land use policy, planning, and implementation and provide recommendations and advocacy as appropriate.
- Promote landscape and watershed resilience through innovative solutions and capacity building.

Date/Time: Wednesday, September 4, 2024 at 10:00 AM

Location: A.N. Francisco Bldg. 48 Yaney Ave. 3rd Floor Committees & Commissions Rm., Sonora, 95370

Contact: Sean Hembree at shembree@co.tuolumne.ca.us (209)533-5554

Chair/Vice Chair

Supervisor Anaiah Kirk

Supervisor Kathleen Haff

Agency Representatives

Tuolumne Me Wuk

Diana Beasley

Chicken Ranch Me Wuk

Stephanie Suess

Tuolumne Utilities District

Don Perkins

Groveland CSD

Pete Kampa

Hetch Hetchy

Adam Mazurkiewicz

Fish and Game Preserve Fund

Jim Maddox

Agricultural Advisor

Dick Gaiser

Tuolumne Co. RCD

Jim Phelan

At Large Member

Chris Trott

Staff

County Administrator

Tracie Riggs

Water & Natural Resource

Analyst (CAO)

Sean Hembree

I. CALL TO ORDER

II. ROLL CALL (5 minutes)

Introductions during roll call

Confirm quorum requirements are met (Quorum = 6 members)

III. PUBLIC FORUM (15 minutes)

The public may speak on any item, not on the agenda. No action may be taken by the Committee

Public Comment (limited to 3 minutes per person)

IV. APPROVAL OF MINUTES FOR MEETING August 7, 2024 (5 minutes)

**V. CONSIDERATION OF SUPPORT FOR AMERICAN FOREST FOUNDATION'S
USDA FLS GRANT APPLICATION**

VI. PARTNER AGENCY UPDATES (15 minutes)

a. Stanislaus National Forest:

b. CAL FIRE

VII. COMMITTEE BUSINESS

a. Staff Reports and Recommendations

i. AB 2257 Update

ii. Upcoming events

iii. Fish and Game Committee Update

b. Committee Member Reports

Public Comment (limited to three minutes per person)

VIII. ADJOURNMENT

The Next meeting will be held on October 2, 2024



Tuolumne County Natural Resources Advisory Committee Minutes For the Meeting on August 7, 2024

2024 Natural Resource Members <i>(or assigned delegates)</i>	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Anaiah Kirk	✓	✓	✓	✓	✓		✓	✓				
Kathleen Haff	✓	✓	✓	✓	✓		✓	✓				
Don Perkins	✓	✓	✓	✓	✓		✓	✓				
Pete Kampa		✓	✓	✓	✓		✓	✓				
Adam Mazurkiewicz		✓	✓	E	✓		E	E				
Dianna Beasley		✓	A	A	A		A	✓				
Dick Gaiser	✓	✓	✓	✓	✓		✓	A				
Chris Trott		✓	✓	E	✓		✓	✓				
Jim Maddox	✓	✓	✓	✓	✓		E	✓				
Jim Phelan	✓	✓	✓	✓	✓		✓	✓				
Present = ✓ Absent = A Excused = E												

1. **CALL TO ORDER:** Chair Kirk called the meeting to order at 10:05 A.M. and confirmed a quorum was present.
2. **MEMBERS PRESENT:** Chair Anaiah Kirk, Vice-Chair Kathleen Haff, Dianna Beasley, Jim Phelan, Eric Hall, Pete Kampa, Chris Trott, Jim Maddox, Sean Hembree (staff)
3. **PUBLIC FORUM:** *(The public may speak on any item not on the printed agenda. No action may be taken by the Committee. The amount of time allocated for the public forum is limited to 15 minutes.)* – None
4. **APPROVAL OF MINUTES:** Consideration of approving the minutes of the meeting held on May 1, 2024 Jim Phelan made a motion to approve the minutes. Jim Maddox seconded the motion. The minutes were approved unanimously.
5. **CONSIDERATION OF LEGISLATIVE COMMENT REGARDING AB1255**
 - a. This bill would require water distributors to provide a 20% discount to all ratepayers with household incomes under 200% of federal poverty guidelines. Implications of the bill were discussed. Ultimately, the committee held a consensus that the time for comment was too short to have a full Board of Supervisors consideration and decided to take no action.

6. PARTNER AGENCIES UPDATES:

- a. USFS – SNF Public Affairs Officer, Ben Cossel is on fire assignment and unable to attend.
- b. CAL FIRE – Unit Forester, Gary Whitson was in attendance with nothing to report.

7. COMMITTEE BUSINESS:

- a. Staff reports and recommendations: CAO staff Sean Hembree gave an update on status of Drought Resilience Plan timeline with an expected report from DWR contracted Consultant (Stantec) to report at the November NRC meeting. Hembree gave an update on ongoing California Board of Forestry utility easement rule-making changes. The Board of Forestry has postponed any changes until January 2025 or later. Public comment period is also postponed. Hembree also noted a report by the California Water Boards that identified at-risk systems across the state including some in Tuolumne County.
- b. Chris Trott notified the committee of USDA funding for a Hazardous Fuels Transportation Grant. The grant includes transport of biomass and merchantable materials and the transportation of post-manufacturing residual materials for secondary utilization. Trott also noted that the California Water Boards are reaching out to small water projects and mutual water companies to encourage consolidation through the agency of their assigned consultant, GHD.
- c. Eric Hall (TUD staff) reported that the Phoenix Lake Emergency Action Plan tabletop exercise will be carried out with appropriate emergency response agencies
- d. Chair Kirk indicated an intention to introduce Committee agenda items in October to consider a Pinecrest day use study to consider ecological impact, egress safety, and other considerations related to high seasonal use of this area. Chair Kirk also indicated an interest in considering opportunities to expand trails and fuel breaks within the Stanislaus Forest.

8. DISCUSSION OF USDA PUBLIC COMMENT ON DRAFT GUIDANCE FOR OLD GROWTH FOREST:

- a. Stanislaus National Forest Staff were unavailable for comment.
 - i. Sean Hembree (staff) summarized the SERAL Record of Decision rationale which addressed old growth management actions.
 - ii. Chris Trott reported that on a recent SNF report to Yosemite Stanislaus Solutions. Trott indicated that communication between SNF and USFS national directors had been ongoing to ensure that SERAL treatment prescriptions for old growth management would be sanctioned by the senior USFS leadership.

9. ADJOURNED: Chair Kirk adjourned the meeting at 10:58 A.M.
The next meeting is scheduled for September 4, 2024.

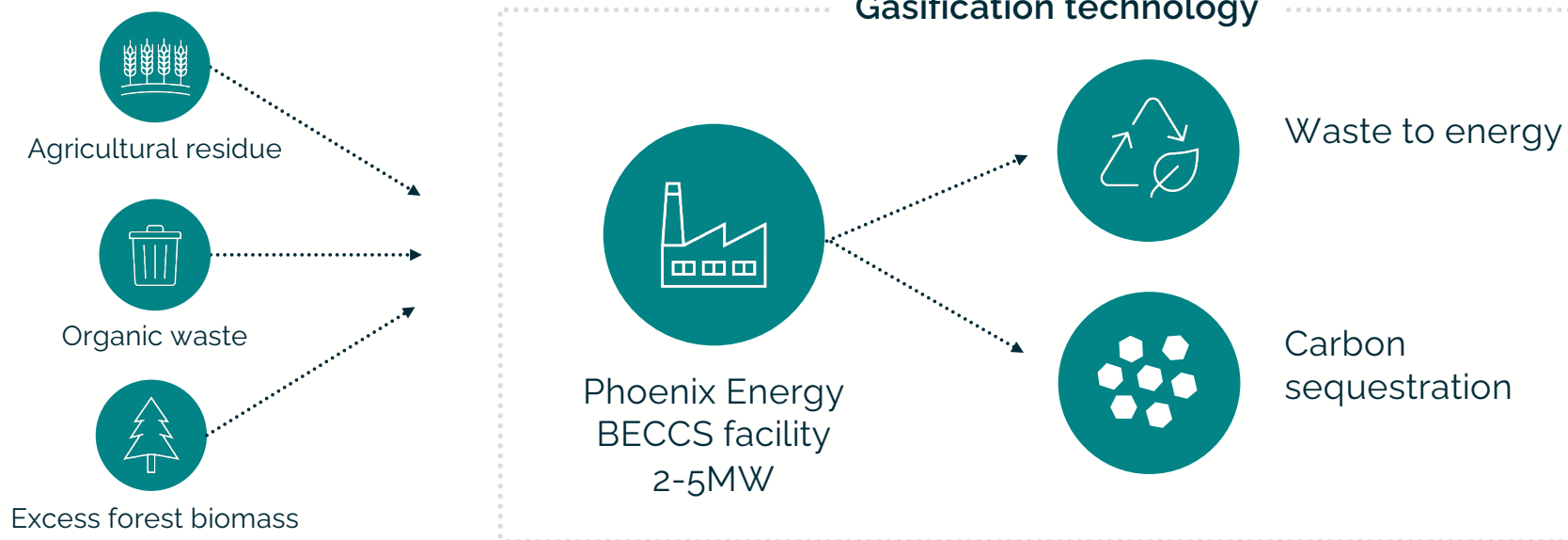


Bioenergy & Carbon Removal

T-Stan / IRWMA August 2024

Proven Bioenergy Carbon Capture & Sequestration

Our community-scale plants create renewable energy and lock up carbon



Concept to kilowatt

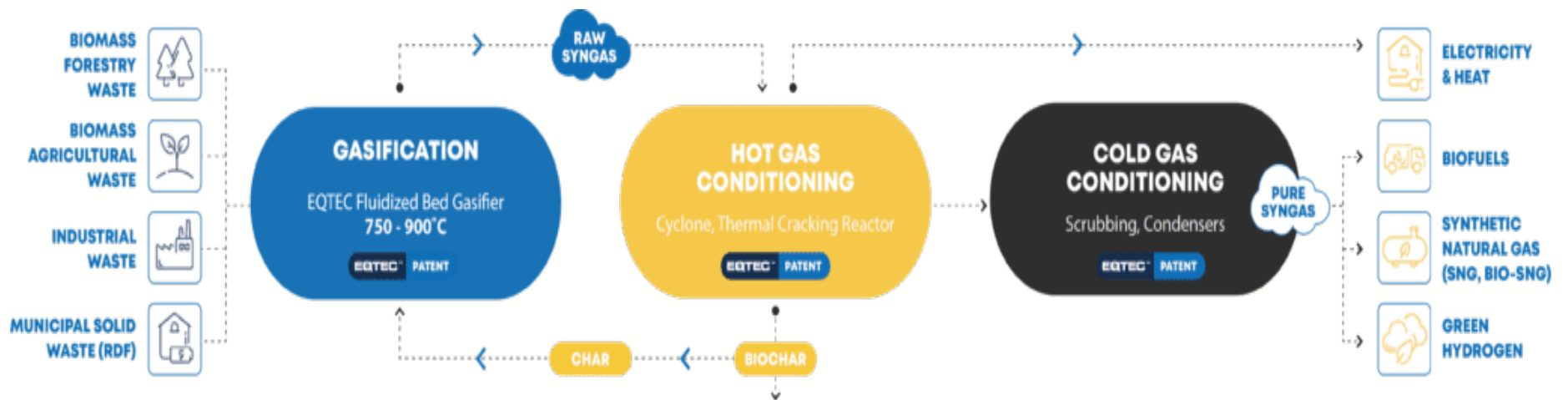
Phoenix Experience



Name	Kler, SA	Ortitalita Power Co.	Central Valley Ag Power	Upper Valley Disposal Service	North Fork Community Power	Blue Mountain Elec. Co.
Location	Poland	Merced, CA	Oakdale, CA	Calistoga, CA	North Fork, CA	Wilseyville, CA
Status	Inactive	Inactive	Inactive	Operating	COD Spring '24	Construction
Size (MW)	0.3	0.5	1.0	0.8	2.0	3.0
COD	2005	2011	2013	2014	2024	2026

Gasification process

“Thermal conversion” of carbon-based feedstock to energy



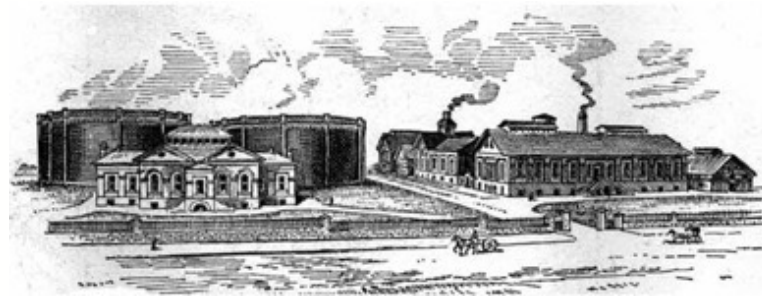
- "Baking, not burning."
- Superheat without oxygen to combust
- Creates hydrogen-based syngas
- Biochar: carbon returned to the earth
- Carbon-negative energy process

Gasification has been around since the 1800s

Technology has come a long way, but the concept is well-understood



London - 1807



Baltimore - 1916

Seattle - 1873



T-Stan IRWMA

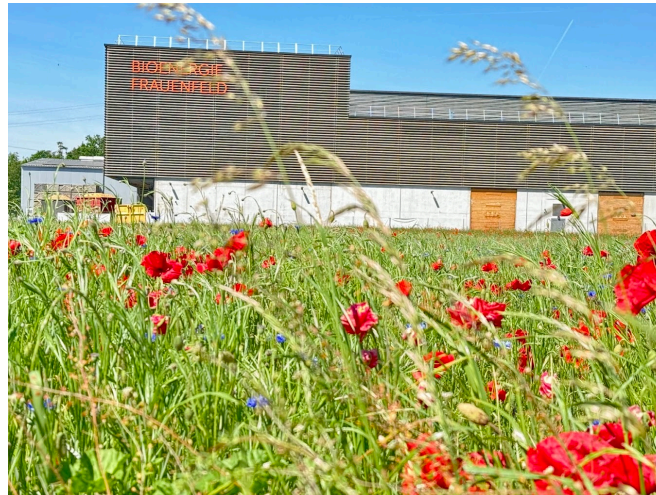
Geological Engineer Allen Hatheway: "Perhaps the single most important industrial enterprise of the nineteenth century:" synthetic gas manufacturing plants.

Modern Gasification Projects – Megawatt Scale

Proven in Europe



Finland – 140MW
CHP – Combined power and heat
Forest residue



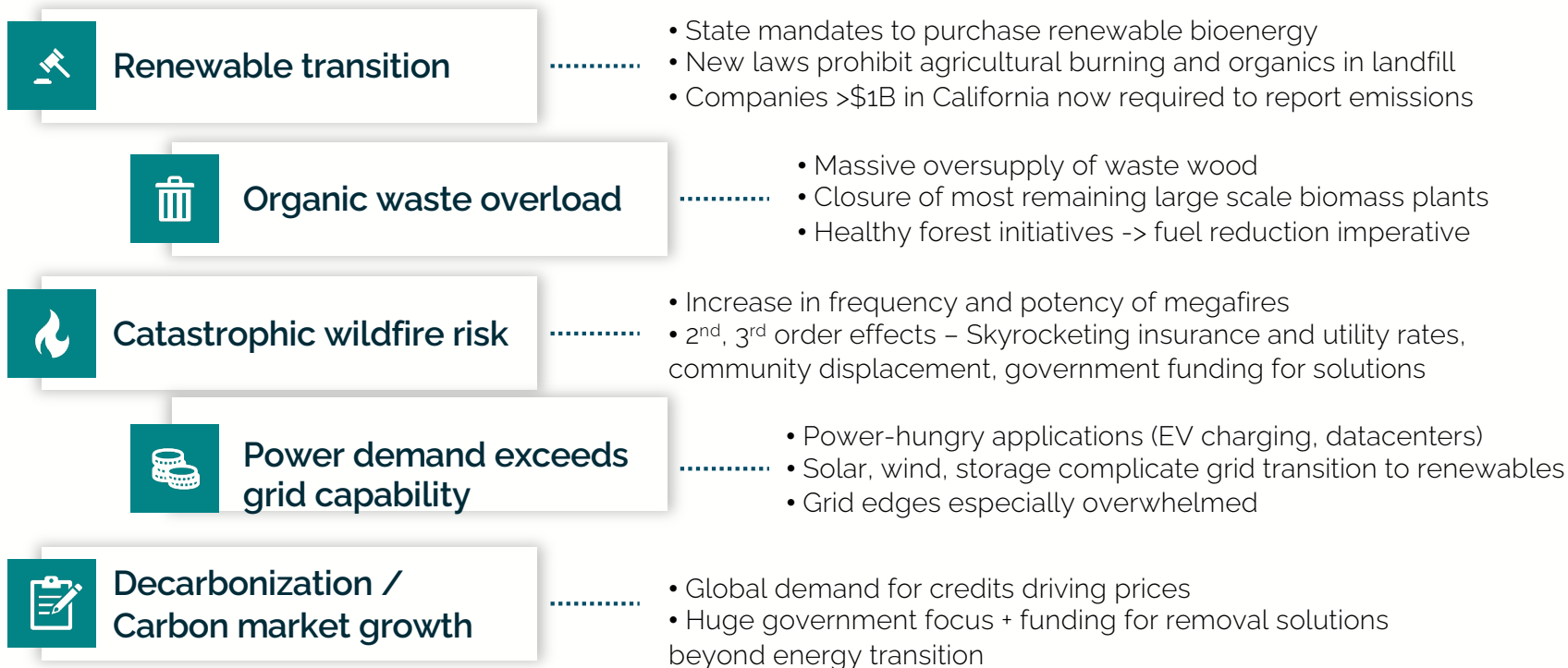
Switzerland – 4MW
CHP – Combined
power and heat



North Fork, CA – 2MW
Electricity

Market context

Bioenergy / Carbon Capture – Why Now?



Project Development Model

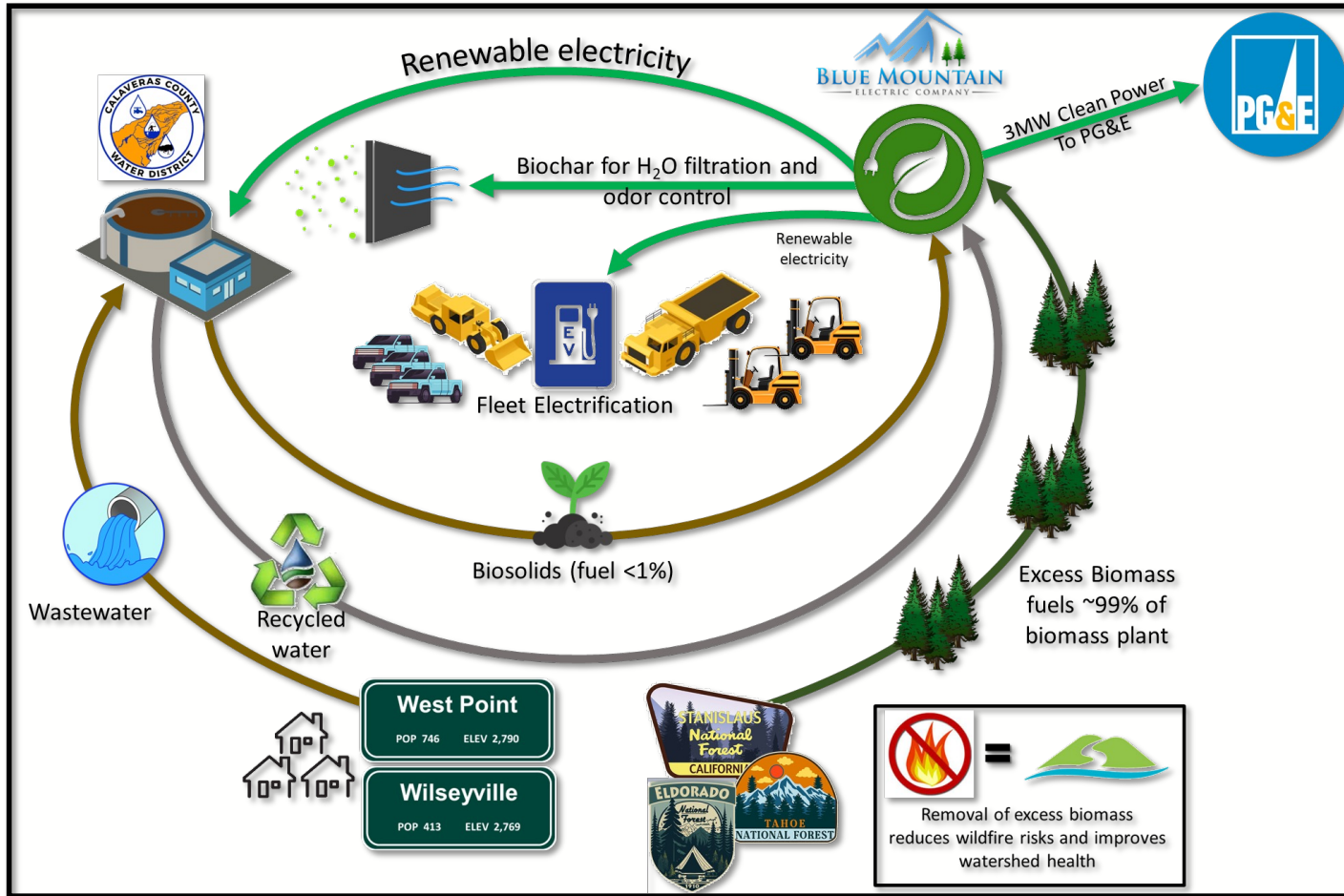
Community scale for community benefit

- Community identified problem
 - Jobs, jobs, jobs
 - Catastrophic wildfire risk
 - Energy security
- Maximize circularity
- Social license to build
- Biomass economics
- Find optimal site / partner
- Solid economic foundation (annuity cash flow)



USBI 2024

Blue Mountain Electric Company – Wilseyville, CA



- 3.4MW Net generation
- Consumes 23k BDT of waste wood / year
- 10-12 FTE to operate
- 24/7 ops
- Recycled water from CCWD for operations, fire suppression
- Biochar for CCWD filtering
- Winter 2024 construction begins

ENVIRONMENTAL IMPACT

- 1 Carbon-negative, distributed energy
- 2 Sequestered carbon via biochar
- 3 Avoided emissions from burn piles, decomposition
- 4 Ecosystem (forest stewardship, watershed health, catastrophic wildfire risk reduction, water conservation)



NET-NEGATIVE EMISSIONS CALCULATION

PROJECT: NORTH FORK, CALIFORNIA (2MW)

MTCO₂e = Metric tons CO₂ emitted

Phoenix	No-Project Scenario	Difference (MTCO ₂ e)
Wood Management Included in Electricity Generation Emissions Below	Wood Management $15,295 \text{ BDT} \times 1.87 \text{ MTCO}_2\text{e/BDT} =$ 28,564 MTCO₂e/year	-28,564 MTCO ₂ e/year
Emissions from Electricity Generation $0.006 \text{ MTCO}_2\text{e/BDT} \times 15,295 \text{ BDT} =$ 92 MTCO₂e/year	Emissions from Electricity Generation $0.419 \text{ MTCO}_2\text{e/MWh} \times 15,000 \text{ MWh/year} =$ 6,284 MTCO₂e/year	-6,192 MTCO ₂ e/year
Carbon Sequestration -4519 MTCO₂e	Carbon Sequestration None	-4,519 MTCO ₂ e/year
-4,427 MTCO₂e/year	34,848 MTCO₂e/year	-39,275 MTCO₂e/year



Revenue streams

We sell energy, services, carbon, and carbon credits



Energy Sales

Long-term PPAs to utilities

"Behind the meter"



Carbon Credits

Contracts for current and future projects with leading carbon brokers.

Carbon credits generated through biochar sales & sequestration.



Biochar Sales

We sell and market biochar byproduct under contract to PE developers and 3rd party projects.



3-MEGAWATT PLANT UNIT ECONOMICS: BASE CASE

- Solves multiple customer, federal, state mandates (energy, renewables, carbon, wildfire risk, etc.)
- 30-40% Investment tax credit through the Inflation Reduction Act
- Multiple near-term revenue enhancement opportunities (EV Charging, Datacenter, Hydrogen)

CAPEX / ANNUAL COST	
Capex	\$40 MM
ITC	-30% / -\$12MM
Equity / Grants ⁽¹⁾	<u>\$3-5 MM</u>
Net Capex	\$24 MM
Debt Svc	\$3.0 MM



Blue Mountain Elec. Co
Forest residue to elec.

ANNUAL REVENUE	
PPA @20¢/kWh	\$4.7 MM
TOTAL REVENUE	\$7.0 MM
OPEX	\$3.2 MM
EBITDA	\$3.9 MM
DSCR ⁽³⁾	<u>1.3x</u>

(1) Phoenix has won over \$12 million in grants, with approx. \$10 million grant pipeline for latest project

(3) Debt Service Coverage Ratio = EBITDA/Debt. Svc.

Finance

Capital Stack Conundrum

- These projects are expensive to build
- USDA / Tax-exempt bonds
- Key grants from Federal & State Agencies for equity
- Mezzanine Debt secured by ITC
- Lending rates: 11%+



Partners & Customers

Federal, State, Community, Utility Support

\$12 Million in grants; \$80 million in closed or committed bank funding to date



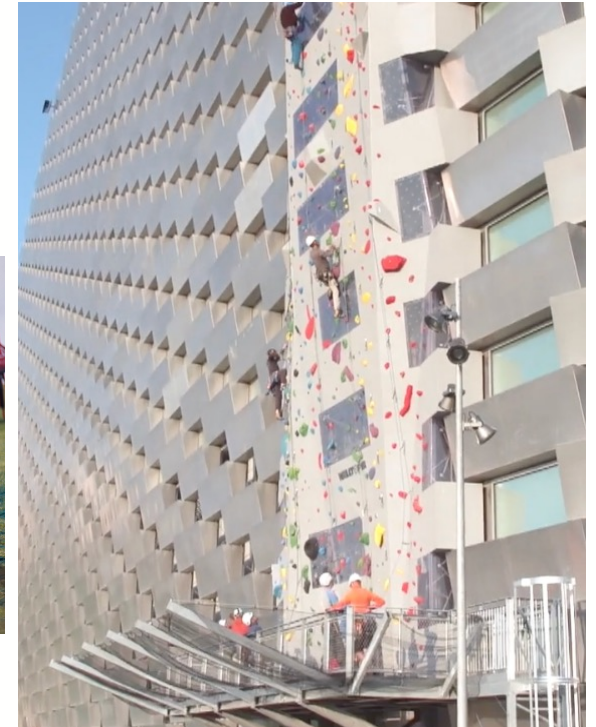
Maximizing Potential for Bioenergy

Beyond wholesale energy + biochar

- Combined heat and power for critical infrastructure
- Edge datacenters
- Large-scale EV charging
- Renewable fuels (H₂, SAF, RNG)
- Carbon-negative energy process

Waste to Energy – the Future is now

Copenhill Waste to Energy Plant, Denmark



60 MW Electricity
140 MW Heat

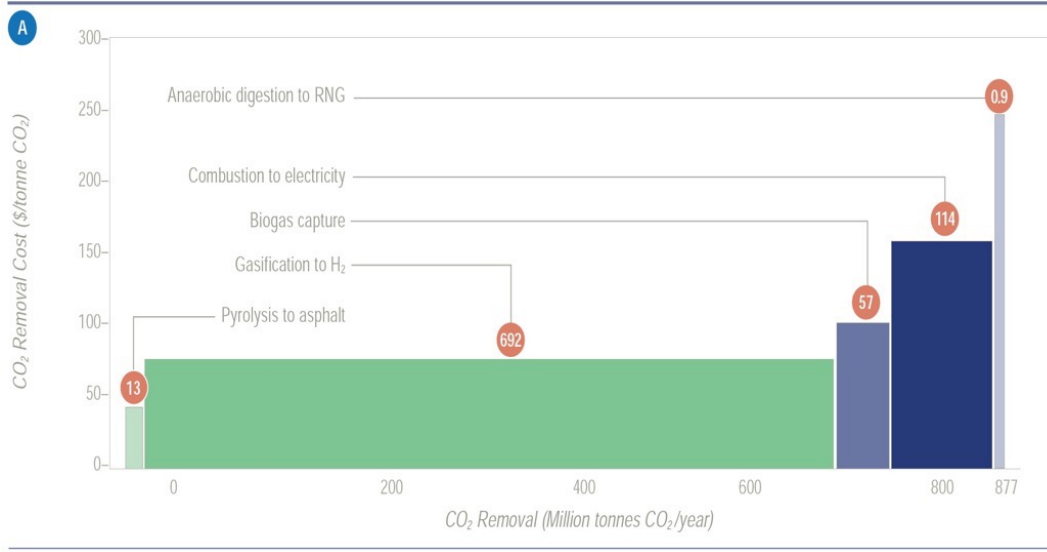


Ski slope
300 ft Climbing Wall

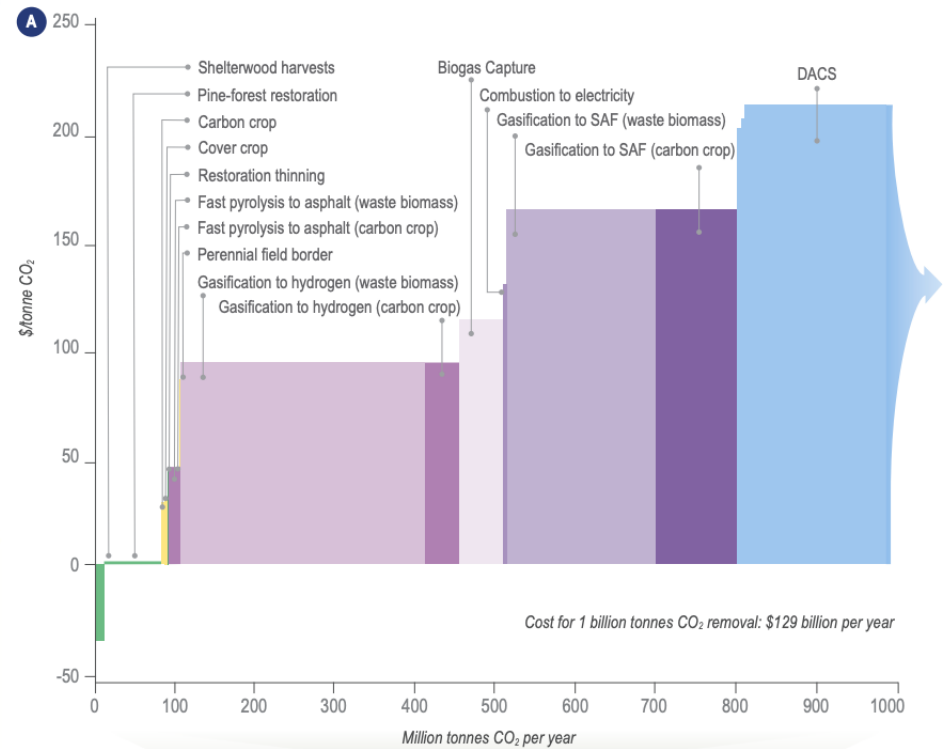
BACKUP SLIDES

Hydrogen Upside

Biomass Gasification > H2 potential for CO2 removal



Lawrence Livermore National Laboratory recognizes Phoenix as an early leader in bioenergy, carbon capture and sequestration. We are jointly researching hydrogen production via advanced gasification and CO2 capture.



Source: Lawrence Livermore National Labs
Roads2Renewal Report December 2023
Gasification to H2 recognized as most cost-effective near-term means to remove CO2 from the atmosphere



T-Stan IRWMA

Project Timing

Initial Planning and Permitting: 12-18 months

#	Task	Time needed (months)	Months																	
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Contract with County	1	█																	
2	Feasibility Study	4		█	█	█	█													
3	Site Selection	4		█	█	█	█													
4	Biomass Feedstock Assessment	6			█	█	█	█	█											
5	Technology Selection	2					█	█												
6	Permitting and Regulatory Compliance	10					█	█	█	█	█	█	█	█	█	█				
7	Financial Planning	6			█	█	█	█	█	█										
8	Engineering and Design	6							█	█	█	█	█	█						
9	RFP to Select Construction Contractor	2																█	█	



Project Timing

24-30 Months after initial planning and permitting

Task Name	Duration	Start Date	End Date	2024				2025				2026				2027				
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Biomass/Bioenergy Project	603d	09/01/24	12/22/26					Biomass/Bioenergy Prc												
PROJECT START	0	09/01/24	09/01/24	◆	◆ PROJECT START															
+ Permitting 1	153d	09/01/24	04/01/25		Permitting 1															
+ System Impact Study (SIS)	106d	09/02/24	01/27/25		System Impact Study (SIS)															
+ Key Contracts	227d	09/02/24	07/15/25		Key Contracts															
+ FEED - Front End Engineering & Design	95d	09/02/24	01/10/25		FEED - Front End Engineering & Design															
+ Detailed Design	103d	01/10/25	06/03/25		Detailed Design															
+ Financing	205d	09/01/24	06/12/25		Financing															
Financial Close/ Notice to Proceed (NTP)	0	06/03/25	06/03/25	◆	◆ Financial Close/ Notice to Proceed (NTP)															
+ Permitting 2	110d	05/21/25	10/21/25		Permitting 2															
+ Key Procurement	120d	06/04/25	11/18/25		Key Procurement															
+ Site Prep/ Construction	280d	06/04/25	06/30/26		Site Prep/ Construction															
+ Commissioning	60d	07/01/26	09/22/26		Commissioning															
+ Interconnection	446d	01/28/25	10/13/26		Interconnection															
+ Place in Service/ COD	50d	10/14/26	12/22/26		Place in Service/ COD															
+ Post-COD	27d	12/23/26	01/28/27		Post-COD															






Thank you.

Tom Perry, COO



www.phoenixenergy.net

perry@phoenixenergy.net

415.407.5557




Prepare California Jumpstart


1

Even with all our technology and the inventions that make modern life so much easier than it once was, it takes just one big natural disaster to wipe all that away and remind us that, here on Earth, we're still at the mercy of nature.

Neil deGrasse Tyson



Jacksonville Fire, 2017




Winter Storm, 2023

3

Agenda

- Introduction
- Tracts
- Timeline
- Disaster Cycle
- Vulnerability
- Resiliency & Mitigation




PUBLIC INFORMATION MEETING

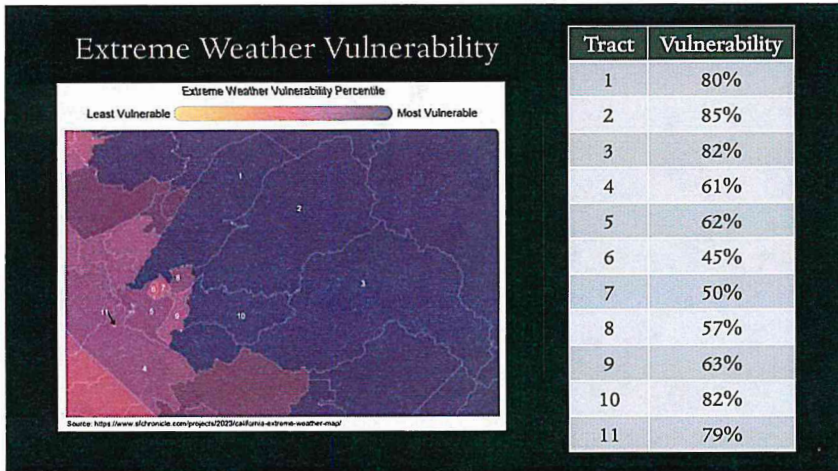
2

Introduction

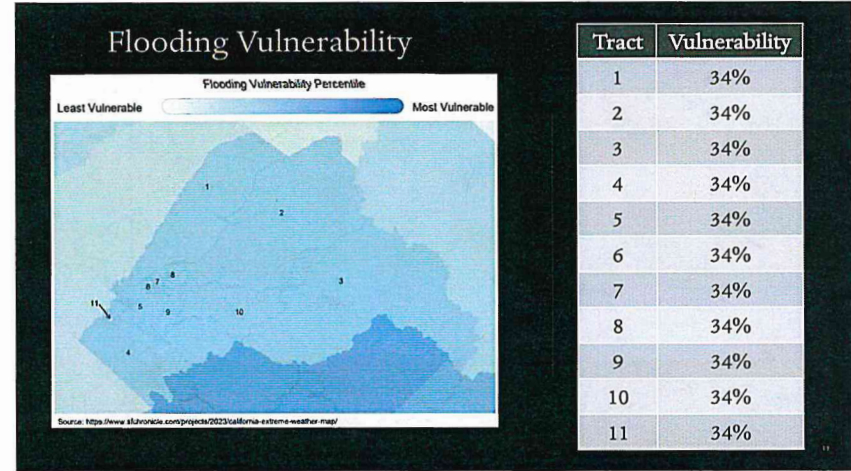
A first in the nation competitive grant program to give socially vulnerable and high hazard risk communities a "JUMPSTART" on building community resilience.



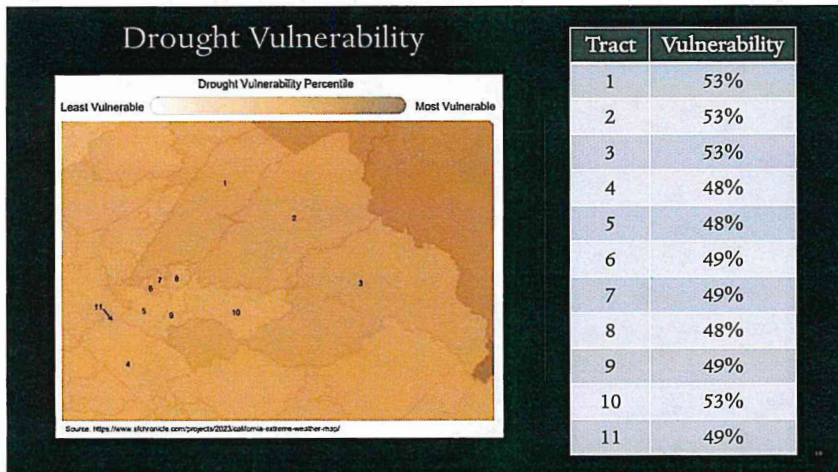
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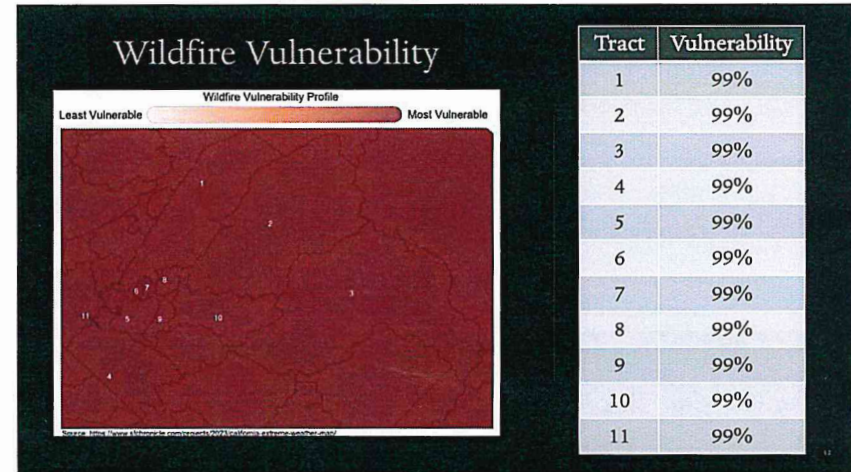
9



11



10



12



Resources

[MyHazards @ Cal OES](#)

[Ready For Wildfire Self-Assessment](#)

[Sign Up for Everbridge](#)

[FEMA Mitigation Ideas](#)

17

Thank you!



Public Survey: <https://arcg.is/0y4L4T>

Sara Daniel
Resiliency Analyst
oes@co.tuolumne.ca.us
209-533-6395



19

Discussion

INCREASE COUNTY
RESILIENCY

18

**REGULAR MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
July 9, 2024
10:00 a.m.**

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

Call to Order

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

Director Edwards and Kwiatkowski Absent

Approve Order of Agenda

Motion

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

Ayes: Directors Mora, Armstrong, and Swan

Absent: Director Edwards, and Kwiatkowski

Director Kwiatkowski joined the meeting at 10:04am.

Public Comment

The General Manager read aloud an email from a member of the public regarding water and the appearance of downtown Groveland.

Information Items

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

Staff Reports

Fire Department Report

CERT Report

Operations Manager's Report

Administrative Services Manager's Report

General Manager's Report

Proclamations

Recognition of Robert Swan for his 11 Years of Service to the Groveland Community Services District

Consent Calendar

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

Approve Minutes from the June 6, 2024, Quarterly Workshop

Approve Minutes from the June 11, 2024, Regular Meeting

Minutes 07 09 2024

Accept June 2024 Payables

Waive Reading of Ordinances and Resolutions Except by Title

Motion

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

Ayes: Directors Mora, Armstrong, and Swan

Absent: Director Edwards

Old Business

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

Adoption of a Resolution Authorizing the General Manager to Enter into a Letter of Agreement with SitelogiQ for the Evaluation of Facility Improvements, Energy Conservation, Energy Generation, and/or Energy Management Services

Motion

It was moved by Director Swan and seconded by Director Armstrong and the motion passed to adopt resolution 11-2024 Authorizing the General Manager to Enter into a Letter of Agreement with SitelogiQ for the Evaluation of Facility Improvements, Energy Conservation, Energy Generation, and/or Energy Management Services.

Ayes: Directors Mora, Armstrong, and Swan

Absent: Director Edwards

Public Hearing

The District will Conduct a Public Hearing to Receive Public Comment and Input for the Placement of Delinquent Charges for FY 2023-24 on Property Tax Rolls

- i. Adoption of a Resolution Approving the Placement of Delinquent Charges for FY 2023-24 on Property Tax Rolls

Public Comment: None

Public Hearing Convened at 11:02am.

Public Hearing Closed at 11:08am.

Motion

It was moved by Director Armstrong and seconded by Director Kwiatkowski and the motion passed to adopt resolution 16-2024 Approving the Placement of Delinquent Charges for FY 2023-24 on Property Tax Rolls.

Ayes: Directors Mora, Kwiatkowski, Armstrong, and Swan

Absent: Director Edwards

Discussion and Action Items

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

Adoption of a Resolution Authorizing the General Manager to Submit a Planning Application to the State Water Resources Control Board (SWRCB) as part of the Clean Water State Revolving Fund (CWSRF) to Explore the Feasibility of Connecting Existing Residential Septic Lots to the District's Sewer Collection System

Motion

It was moved by Director Swan and seconded by Director Kwiatkowski to direct staff to adopt resolution ~~4817~~-2024 authorizing the General Manager to submit an application to the State

Water Resources Control Board (SWRCB) as part of the Clean Water State Revolving Fund (CWSRF) Planning Application.

Ayes: Directors Mora, Kwiatkowski, Armstrong, and Swan

Absent: Director Edwards

Adoption of a Resolution Approving an Employee Housing Rental Policy

Motion

It was moved by Director Swan and seconded by Director Kwiatkowski to direct staff to adopt resolution 18-2024 ~~authorizing the General Manager to submit an application to the State Water Resources Control Board (SWRCB) as part of the Clean Water State Revolving Fund (CWSRF) Planning Application.~~ approving an Employee Housing Rental Policy as amended.

Ayes: Directors Mora, Kwiatkowski, Armstrong, and Swan

Absent: Director Edwards

~~Adoption of a Resolution Establishing Board Member Remuneration, in Accordance with Director's Policy 10.3, for Attendance at Board Meetings, Training, and Other Approved Events~~

Motion

~~It was moved by Director Swan and seconded by Director Kwiatkowski and the motion passed to adopt resolution 19-2024 approving an Employee Housing Rental Policy as amended.~~

~~Ayes: Directors Mora, Kwiatkowski, Armstrong, and Swan~~

~~Absent: Director Edwards~~

Closed Session

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

Public Comment: None

Closed session Convened at 12:04pm.

Conference with Real Property Negotiators (Government Code Section 54956.8)

Property: 19303 Ferretti Road, Groveland CA 95321, 19273 Salvador Court, Groveland CA 95321, and 19976 Pine Mountain Drive, Groveland CA 95321

Agency Negotiator: General Manager, Pete Kampa and Administrative Services Manager, Jennifer Donabedian

Seller Negotiator: Pamela Powell, Theodore Arcado, and Kenneth Enoch

Under Negotiation: Price and Terms

Open session reconvened at 12:23pm.

Announcement of Action Taken in Closed Session

The Board gave staff direction.

Adjournment

The meeting adjourned at 12:24pm.

APPROVED:

Nancy K. Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

DRAFT

**REGULAR MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
August 13, 2024
10:00 a.m.**

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

Call to Order

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

Approval from the Board to Permit Director Kwiatkowski to Attend the Meeting Remotely Due to a Circumstantial Situation

Motion

It was moved by Director Swan and seconded by Director Edwards and the motion passed to Permit Director Kwiatkowski to Attend the Meeting Remotely Due to a Circumstantial Situation.

Ayes: Directors Mora, Edwards and Swan

Absent: Director Armstrong

Director Armstrong Absent

Approve Order of Agenda

Motion

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

Ayes: Directors Mora, Kwiatkowski, Edwards, and Swan

Absent: Director Armstrong

Public Comment

None

Information Items

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

Staff Reports

Fire Department Report

CERT Report

Operations Manager's Report

Administrative Services Manager's Report

General Manager's Report

Proclamations

Recognition of Michelle Ronning for her 1 Year of Service to the Groveland Community Services District

Consent Calendar

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

Approve Minutes from the July 9, 2024, Regular Meeting

Accept July 2024 Payables

Waive Reading of Ordinances and Resolutions Except by Title

Motion

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

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Old Business

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

None.

Discussion and Action Items

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

Biannual Review and Discussion of the District's Conflict of Interest Policy in Accordance with the Political Reform Act

Motion

Discussion item only, no action taken.

Adoption of a Resolution Approving an Amendment to Current Policy Regarding Public Access to District Owned Easements

Motion

It was moved by Director Kwiatkowski and seconded by Director Edwards and the motion passed to adopt Resolution 20-2024 Approving an amendment to the current Policy regarding public access to District owned Easements.

Adoption of a Resolution Authorizing the General Manager to Approve the Application for Abandonment of Interest in Public Utility Easement Associated with APN 093-290-006 and 093-290-007

Motion

It was moved by Director Swan and seconded by Director Kwiatkowski and the motion passed to adopt Resolution 21-2024 Authorizing the General Manager to Approve the Application for Abandonment of Interest in Public Utility Easement Associated with APN 093-290-006 and 093-290-007.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Consideration of a Position on the Tuolumne County Measure Z, Sales Tax and its Associated Advisory Measure Scheduled for the November 2024 Ballot

Motion

It was moved by Director Swan and seconded by Director Edwards and the motion passed that the Groveland Community Services District Support Tuolumne County Measure Z, Sales Tax and its Allocation to the Fire, Emergency Services and Roads.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Adoption of a Resolution Authorizing the Award of the Water Refill Station REBID Project to Peterson Excavating and to Authorize the General Manager to Sign an Agreement on Behalf of the District

Motion

It was moved by Director Swan and seconded by Director Edwards and the motion passed to adopt Resolution 22-2024 Authorizing the Award of the Water Refill Station REBID Project to Peterson Excavating and to Authorize the General Manager to Sign an Agreement on Behalf of the District.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Review and Discussion Regarding the Proposals that Were Received for the Design Services of the Groveland Hetch Hetchy Railroad Trail Project, Phase 1

Motion

Information item, no action taken.

Adoption of a Resolution Authorizing the General Manager to Enter into a Professional Services Agreement with Bryce Consulting for the Completion of a Total Compensation and Benefit Study

Motion

It was moved by Director Swan and seconded by Director Mora and the motion passed to adopt Resolution 23-2024 Authorizing the General Manager to Enter into a Professional Services Agreement with Bryce Consulting for the Completion of a Total Compensation and Benefit Study.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Adoption of a Reimbursement Resolution Related to Acquisition of Property for Employee Housing

Motion

It was moved by Director Edwards and seconded by Director Kwiatkowski and the motion passed to adopt Resolution No. 24-2024 regarding Adoption of a Reimbursement Resolution Related to Acquisition of Property for Employee Housing.

The meeting convened into a break at 12:27pm.

The meeting reconvened into regular session at 12:37pm.

Closed Session

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

Public Comment: None

Closed session Convened at 12:38pm.

Open session reconvened at 2:28pm.

Announcement of Action Taken in Closed Session:

No reportable action

Adjournment

The meeting adjourned at 2:38pm.

APPROVED:

Nancy K. Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

**SPECIAL MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
August 27, 2024
10:00 a.m.**

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

Call to Order

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

Directors Kwiatkowski and Armstrong Absent

Agenda

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

Motion

Ayes: Directors Mora, Edwards, and Swan

Absent: Directors Kwiatkowski, and Armstrong

Director Kwiatkowski attended the meeting at 10:09am.

Discussion and Action Items

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

Presentation of FY 2023-2024 4th Quarter Financial Statement and Review of Investment Report

Motion

Information item only, no action taken.

Adjournment

The meeting adjourned at 11:06am.

APPROVED:

Nancy K. Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary



ACCOUNTS PAYABLE CHECK LISTING

August 2024
Fiscal Year 23/24
Board Approval Date _____

Accounts Payable Checks



User: mronning@gcsd.org
Printed: 9/2/2024 6:27:59 PM

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
24096	Alp03	Alpha Analytical Labs, Inc.	8/7/2024	False	True	Operations Lab Testing for Water & Wastewater	\$5,385.00	True	8/15/2024
24097	UB*0335	Burdick, Steve	8/7/2024	False	True	Refund Check 016726-000, 11950 Mountain Springs Court 13/226	\$64.05	True	8/29/2024
24098	CAR06	Carbon Copy Inc.	8/7/2024	False	True	Monthly Copier Usage	\$39.29	True	8/15/2024
24099	UB*0335	Ciccarelli, Thomas & Sherrill	8/7/2024	False	True	Refund Check 016017-000, 20069 BLUE BELL CT 13/61	\$9.78	True	8/15/2024
24100	DRU01	Drugtech Toxicology Services, LLC	8/7/2024	False	True	Consortium DOT Tests	\$239.00	True	8/29/2024
24101	UB*0334	Fadden, Chris	8/7/2024	False	True	Refund Check 013951-000, 12799 Mueller Dr 5/133	\$56.76	True	8/15/2024
24102	Fas02	Fastenal	8/7/2024	False	True	Tools for WTP & Headlamp for staff	\$253.37	True	8/15/2024
24103	GCS02	GCS D	8/7/2024	False	True	GCS D Water Bill	\$15,957.58	True	8/15/2024
24104	GCS01	GCS D Petty Cash	8/7/2024	False	True	Zip-lock baggies for operations	\$69.32	True	8/15/2024
24105	GEN01	General Plumbing Supply	8/7/2024	False	True	Stock water parts / ratcheting poly cutters 2"	\$3,033.92	True	8/15/2024
24106	Hun02	Hunt & Sons, Inc.	8/7/2024	False	True	Fuel & Oil	\$4,112.29	True	8/15/2024
24107	MIS02	MiscoWater	8/7/2024	False	True	Sigma pump rebuild kit for CL2 pumps at 2G	\$930.40	True	8/29/2024
24108	MOT03	Mother Lode Answering Service	8/7/2024	False	True	Monthly Answering Service	\$396.60	True	8/29/2024
24109	MOU03	Mountain Oasis Water Systems	8/7/2024	False	True	Bottled Water	\$149.00	True	8/29/2024
24110	mun01	Municipal Maintenance Equipment	8/7/2024	False	True	Hydro Pump for Vac-Con	\$16,009.81	True	8/15/2024
24111	UB*0335	Nelson, David & Lindsey	8/7/2024	False	True	Refund Check 017415-001, 19682 BUTLER WAY 8/207	\$37.50	True	8/29/2024
24112	PGE01	PG&E	8/7/2024	False	True	Monthly Electric Charges	\$978.99	True	8/15/2024
24113	Pin07	Pine Mountain Auto	8/7/2024	False	True	July 2024 Auto Parts	\$3,286.63	True	8/29/2024
24114	pml01	PML Hardware & Supply Inc.	8/7/2024	False	True	July 2024 Hardware & Supplies	\$941.35	True	8/29/2024
24115	Ron01	Rudy, Roni Lynn	8/7/2024	False	True	Social Media Management	\$2,784.92	True	8/29/2024
24116	TUO01	Tuo. Co. Public Power Agency	8/7/2024	False	True	Monthly Public Power Purchase	\$37,088.94	True	8/15/2024
24117	Wells	Wells Fargo Vendor Financial Services, LLC	8/7/2024	False	True	Monthly Lease on Admin Copier	\$359.28	True	8/15/2024
24118	UB*0335	Yates, Edward & Craig	8/7/2024	False	True	Refund Check 010892-000, 20759 Point View Drive 4/218	\$5.85	False	
24119	BEA02	Beam	8/12/2024	False	True	August vision coverage	\$321.15	True	8/15/2024
24120	UMP01	UMPQUA Bank Comm Card Ops	8/12/2024	False	True	USB to HDMI converter	\$19,490.40	True	8/15/2024
24121	Adv02	Adventist Health Sonora-HBOC	8/14/2024	False	True	Pre-employment physical - A Davis	\$141.00	True	8/29/2024
24122	EDIS01	E.D.I.S.	8/14/2024	False	True	Supplemental Health Ins.	\$5,632.20	False	
24123	Fas02	Fastenal	8/14/2024	False	True	Shop supplies	\$996.74	True	8/29/2024
24124	gilb01	Gilbert Associates, Inc.	8/14/2024	False	True	Monthly CPA Services	\$3,800.00	True	8/29/2024
24125	HAC01	Hach	8/14/2024	False	True	Sample cells, NH3 solutions, DPD Free C12 packets	\$981.65	True	8/29/2024
24126	ind04	Industrial Electrical Co.	8/14/2024	False	True	Load Bank and Inspect LS6 for over speed fault	\$1,200.00	True	8/29/2024
24127	mun01	Municipal Maintenance Equipment	8/14/2024	False	True	Seal kit for Vac Con	\$274.90	True	8/29/2024
24128	Oreil	O'Reilly Auto Parts	8/14/2024	False	True	DEF fluid for diesel truck	\$411.08	True	8/29/2024

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
24129	pin04	Pine Alley Saw Shop	8/14/2024	False	True	Repair parts for backpack blowers	\$153.35	False	
24130	SMCI01	Sierra Mountain Construction, Inc.	8/14/2024	False	True	Headworks Improvement Project #2	\$137,275.00	False	
24131	TRO01	Trotter Welding & Steel Supply	8/14/2024	False	True	Electrical box covers for LS5 & LS6	\$216.49	True	8/29/2024
24132	am01	AM Consulting Engineers, Inc.	8/21/2024	False	True	Monthly Engineering fees	\$43,040.86	True	8/29/2024
24133	BLU01	Anthem Blue Cross	8/21/2024	False	True	September Health Insurance	\$29,683.01	True	8/29/2024
24134	ATT03	AT&T	8/21/2024	False	True	Monthly Internet U-verse	\$121.29	False	
24135	AT&T Mc	AT&T Mobility (First Net)	8/21/2024	False	True	Monthly telephone	\$2,235.05	False	
24136	BAC02	Backflow Solutions, Inc.	8/21/2024	False	True	BSI Online Backflow Management Fee	\$3,030.50	False	
24137	UB*0335:	Buchanan, Raymond	8/21/2024	False	True	Refund Check 012013-000, 20925 Woodside Way 12/7	\$5.30	False	
24138	CAD01	CALCAD	8/21/2024	False	True	Updated parcel roll for GIS	\$1,411.50	False	
24139	DIS01	Dish Network	8/21/2024	False	True	Satellite TV for FD	\$82.61	False	
24140	Du-A01	Du-All Safety, LLC	8/21/2024	False	True	July Training - LOTO / Electrical Safety	\$1,926.10	False	
24141	Eld01	El Dorado Septic Service, Inc.	8/21/2024	False	True	Temporary porta potties for park during construction	\$938.44	False	
24142	UB*0335:	Espinoza, Steven	8/21/2024	False	True	Refund Check 016698-000, 19350 Reid Circle 5/45	\$9.70	False	
24143	UNU01	First UNUM Life Insurance Co.	8/21/2024	False	True	Monthly Life Insurance	\$126.00	True	8/29/2024
24144	GEN01	General Plumbing Supply	8/21/2024	False	True	Electrical conduit and fitting for bus stop lighting	\$4,510.10	True	8/29/2024
24145	Hum02	Humana Insurance Company	8/21/2024	False	True	Monthly Dental coverage	\$2,901.01	False	
24146	UB*0330:	Jacinto, John	8/21/2024	False	True	Refund Check 012976-000, 13046 MOKELUMNE 2/205	\$60.00	False	
24147	UB*0335:	Marsh, Brian	8/21/2024	False	True	Refund Check 016123-000, 19276 Ferretti Road 7/7	\$6.19	False	
24148	MOO01	Moore Bros. Scavenger Co., Inc.	8/21/2024	False	True	Monthly Garbage Service	\$1,463.87	True	8/29/2024
24149	mun01	Municipal Maintenance Equipment	8/21/2024	False	True	Parts for Vac Con hydraulic repair	\$523.03	False	
24150	NBS01	NBS Government Finance Group	8/21/2024	False	True	Water & Sewer Rate Studies 2023	\$168.75	True	8/29/2024
24151	per04	Percoco, Ronald	8/21/2024	False	True	Monthly Uniform Laundering	\$2,270.00	True	8/29/2024
24152	UB*0335:	Powell, Pamela	8/21/2024	False	True	Refund Check 015922-000, 19303 Ferretti Road 7/58 & 7/59	\$103.83	False	
24153	ROM01	Romulus Development LLC	8/21/2024	False	True	Clean CA - Chamber - completion of planters	\$6,435.00	True	8/29/2024
24154	UB*0335:	Sakane, Kathleen	8/21/2024	False	True	Refund Check 016778-000, 20571 Rock Canyon Way 4/42	\$11.76	False	
24155	SFPUC	San Francisco Public Utilities Commission	8/21/2024	False	True	Monthly Water Purchase	\$20,533.44	True	8/29/2024
24156	STR03	Stryker Sales, LLC	8/21/2024	False	True	AED Annual Testing	\$1,964.73	True	8/29/2024
24157	UB*0335:	Swihart, Timothy & Avery	8/21/2024	False	True	Refund Check 013396-000, 12786 Mount Jefferson Street 1/246	\$134.68	False	
24158	ups9	UPS	8/21/2024	False	True	Shipping fees	\$31.39	False	
24159	ATT02	AT&T	8/28/2024	False	True	Monthly Cal Net phone service	\$690.75	False	
24160	ATTL02	AT&T (Internet)	8/28/2024	False	True	Monthly Fiber Internet-Operations	\$594.52	False	
24161	Cin01	Cintas	8/28/2024	False	True	First Aid Supplies	\$667.14	False	
24162	Fas02	Fastenal	8/28/2024	False	True	Shop Supplies	\$1,715.28	False	
24163	Gro04	Groveland Christian Church	8/28/2024	False	True	Refund event deposit	\$350.00	False	
24164	HAC01	Hach	8/28/2024	False	True	CL10 Maintenance for 2G & BC	\$3,005.27	False	
24165	Hun02	Hunt & Sons, Inc.	8/28/2024	False	True	Fuel & Oil	\$4,170.74	False	
24166	Met03	Metro Presort	8/28/2024	False	True	Monthly UB Statement Processing	\$2,225.95	False	
24167	Nji01	Njirich & Son's, Inc.	8/28/2024	False	True	GARBP - Invoice #1 Progress billing	\$84,550.00	False	
24168	Sol01	Solenis LLC	8/28/2024	False	True	Sludge press for WWTP	\$4,907.19	False	
24169	Tir02	TireHub, LLC	8/28/2024	False	True	Tires for truck #19	\$812.66	False	
24170	WHI03	White Brenner, LLP	8/28/2024	False	True	July Legal Fees	\$1,953.00	False	
115942	OE3	Operating Engineers Local #3	8/9/2024	False	True	PR Batch 00001.08.2024 Oper Engin Union Dues	\$382.20	False	

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
115943	OE3	Operating Engineers Local #3	8/28/2024	False	True	PR Batch 00002.08.2024 Oper Engin Union Dues	\$382.20	False	
115944	PER01	Pers - Electronic	8/28/2024	False	True	GASB 68	\$1,400.00	False	
902787	CAL09	CalPers 457 Plan Administrator	8/16/2024	False	True	PR Batch 00001.08.2024 CalPers Def Comp	\$1,176.57	False	
902788	EDD01	EDD - Electronic	8/16/2024	False	True	PR Batch 00001.08.2024 State Income Tax	\$3,938.38	False	
902789	FedEFTP	Federal EFTPS	8/16/2024	False	True	PR Batch 00001.08.2024 Medicare Employer Portion	\$19,806.28	False	
902790	Orion	Orion Portfolio Solutions	8/16/2024	False	True	PR Batch 00001.08.2024 Orion 457	\$2,575.00	False	
902791	PER01	Pers - Electronic	8/16/2024	False	True	PR Batch 00001.08.2024 PEPRA Employee	\$13,640.06	False	
902792	CAL09	CalPers 457 Plan Administrator	8/30/2024	False	True	PR Batch 00002.08.2024 CalPers Def Comp	\$1,176.57	False	
902793	EDD01	EDD - Electronic	8/30/2024	False	True	PR Batch 00002.08.2024 SDI - Employee	\$4,051.59	False	
902794	FedEFTP	Federal EFTPS	8/30/2024	False	True	PR Batch 00002.08.2024 Federal Income Tax	\$19,968.80	False	
902795	Orion	Orion Portfolio Solutions	8/30/2024	False	True	PR Batch 00002.08.2024 Orion 457	\$2,575.00	False	
902796	PER01	Pers - Electronic	8/30/2024	False	True	PR Batch 00002.08.2024 PERS Employer Exp.-Classic	\$13,640.06	False	
						Payroll Direct Deposit	\$97,474.66		
						TOTAL AUGUST ACCOUNTS PAYABLES	\$674,641.60		



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors
FROM: Peter Kampa, General Manager
DATE: September 10, 2024
SUBJECT: Agenda Item 4E: Ratification of the Purchase Agreement of APN 091-260-016-000 and Authorizing the General Manager to Sign Related Documents Regarding the Close of Escrow for the District’s Employee Housing Program

RECOMMENDED ACTION:

Staff recommends the following action:

I move to ratify the General Manager’s execution of the Purchase Agreement and Related Closing Documents for the Purchase of 19269 Ferretti Road, APN 091-260-016-000.

BACKGROUND:

Due to the lack of housing rentals locally and the District’s associated inability to recruit staff for three current vacancies, the Board of Directors on April 9, 2024 considered purchasing up to three properties/homes to be used for employee housing and authorized the General Manager to proceed with property research. Once several potential homes were identified, on May 28, 2024, the District held a Special Meeting to discuss in Closed Session the “Price and Terms” of the purchase of property located at 19269 Ferretti Road, APN 091-260-016-000. The Board provided its negotiators, GM Kampa and ASM Jennifer Donabedian, with direction on the dollar limits and conditions of a purchase offer.

District Staff engaged with a realtor from Berkshire Hathaway Home Services Drysdale Properties to assist in the transaction and a purchase offer was submitted, countered and accepted within the limits approved by the Board of Directors. Following home, pest and septic inspections, the seller completed septic repairs at their cost and further reduced the purchase price of the home to provide for minor cosmetic repairs identified in the inspection reports.

The home list price was \$379,000 and the final purchase price was \$310,555. This action is a final ratification of the authority provided to the General Manager at the May 28, 2024, meeting, completing the purchase and approving the necessary documentation for the property file.

ATTACHMENTS:

1. Purchase Agreement



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/22)

Date Prepared: May 28, 2024

1. OFFER:

- A. THIS IS AN OFFER FROM Groveland Community Service District, Pete Kampa ("Buyer").
 B. THE PROPERTY to be acquired is 19269 Ferretti Rd, situated in Groveland (City), Tuolumne (County), California, 95321 (Zip Code), Assessor's Parcel No(s) 091-260-016-000 ("Property").
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
 C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
 D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
 B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
Seller's Brokerage Firm BHHS Drysdale Properties License Number 01499008
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent Patricia Fulton License Number 00760019
 Is (check one): the Seller's Agent. (Salesperson or broker associate), or both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm BHHS Drysdale Properties License Number 01499008
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent Patricia Fulton License Number 00760019
 Is (check one): the Buyer's Agent. (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
 C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
 D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>315,555.00</u> <input type="checkbox"/> All Cash
B		Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>45</u> Days after Acceptance OR on <input type="checkbox"/> (date)
C	32A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date). at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM
D(1)	5A(1)	Initial Deposit Amount	\$ <u>1,000.00</u> (<u>0.32</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	\$ <u>250,000.00</u> (<u>79.23</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain the rate above 17 (or _____) Days after Acceptance
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above
E(3)	7A	Occupancy Type	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment
F	5D	Balance of Down Payment	\$ <u>64,555.00</u>
		PURCHASE PRICE TOTAL	\$ <u>315,555.00</u>



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 16)

Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	18	<input checked="" type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or <u>5</u>) Days after Acceptance	<input checked="" type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or _____) Days prior to COE	
K	23	Assignment Request	17 (or _____) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR-B attached
		Informational Access to Property	17 (or _____) Days after Acceptance	
		Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.		
L(4)	8D, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(5)	8E, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 11L	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8J	Sale of Buyer's Property	Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7C	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose to Buyer if occupied by tenants or persons other than the Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or <u>14</u>) Days after Acceptance	
N(5)	28	Evidence of representative authority	3 Days after Acceptance	

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Buyer's Initials

PK

Seller's Initials

BM

PJM



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 2 OF 16)

Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

O		Intentionally Left Blank		
P Items Included and Excluded				
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input checked="" type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input checked="" type="checkbox"/> Washer(s); <input checked="" type="checkbox"/> Dryer(s); <input checked="" type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); Additional Items Included: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____		
P(2)		Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____		
Q Allocation of Costs				
Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms	
Q(1)	10A, 11A Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ _____ <input type="checkbox"/> Provided by: _____	<input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Other _____	
Q(2)	10A <i>Any Report, Buyer deems necessary</i>	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Provided by: _____		
Q(3)	_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(4)	10B(1) Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(5)	10A 10B(2) Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(6)	10B(2) Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(7)	19B Escrow Fee	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Escrow Holder: <i>Fidelity National Title</i>	<input checked="" type="checkbox"/> Each to pay their own fees	
Q(8)	13 Owner's title insurance policy	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Title Co. (if different from Escrow Holder): _____		
Q(9)	Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.	
Q(10)	County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(11)	City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(12)	11L(2) HOA fee for preparing disclosures	Seller		
Q(13)	HOA certification fee	Buyer		
Q(14)	HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.	
Q(15)	Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____		
Q(16)	_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(17)	_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(18)	10C Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____ _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Issued by: _____ <input type="checkbox"/> Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____	
R	OTHER TERMS: _____ _____			

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Buyer's Initials PK

Seller's Initials BM PJM



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 3 OF 16)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas TX 75201 www.lwelf.com

Brandon &

Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

4. **PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)

A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

- Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
- Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
- Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
- Mixed Use Purchase Addendum (C.A.R. Form MU-PA) Other _____

B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # _____ (C.A.R. Form ADM) Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO) Court Confirmation Addendum (C.A.R. Form CCA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA) Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other _____ Other _____

C. **BUYER AND SELLER ADVISORIES:** (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Investigation Advisory (C.A.R. Form BIA) Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA) Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
(Parties may also receive a privacy disclosure from their own Agent.)
- Wildfire Disaster Advisory (C.A.R. Form WFDA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Trust Advisory (C.A.R. Form TA) Short Sale Information and Advisory (C.A.R. Form SSI)
- REO Advisory (C.A.R. Form REO) Probate Advisory (C.A.R. Form PA)
- Other _____ Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.

A. **DEPOSIT:**

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 29, if initiated by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. **LOAN(S):**

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **FHA/VA:** If FHA or VA is checked in **paragraph 3E(1)**, a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. **ADDITIONAL FINANCING TERMS:**

A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.



Property Address: **19269 Ferretti Rd, Groveland, CA 95321**

Date: **May 28, 2024**

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: If Buyer intends to occupy as a primary or secondary residence (see **paragraph 3E(3)**), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within **3 Days** after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. **Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.**

B. CONDITION OF PROPERTY ON CLOSING:

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.**

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR-B form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR-B form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) **Fair Appraisal Act:** The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 14A**.

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 5 OF 16)

Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

E. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11L** ("CI Disclosures").

G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

I. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) For any contingency specified in **paragraph 3L, 8, or elsewhere**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

J. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P**, if currently existing at the time of Acceptance.

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.

- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

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Buyer's Initials

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 6 OF 16)

Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

(7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.

10. ALLOCATION OF COSTS:

A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in paragraph 3N(1).

B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

(1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4) and paid by the Party specified in paragraph 3Q(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) POINT OF SALE REQUIREMENTS:

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in paragraphs 3Q(5) and 3Q(6). Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) REINSPECTION FEES: If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) INFORMATION AND ADVICE ON REQUIREMENTS: Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. HOME WARRANTY:

(1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(18). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

(2) If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.

11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:

(1) Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.

(3) Seller shall, within the time specified in paragraph 3N(1), provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer, (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.

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Buyer's Initials

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Seller's Initials

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 7 OF 16)

Property Address: **19269 Ferretti Rd, Groveland, CA 95321**

Date: **May 28, 2024**

- (4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**
- B. LEAD DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
 - (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- E. WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.
- F. RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(4) OR 5 Days** after Delivery of any disclosures specified in paragraphs **11 A, B, C or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- G. TERMINATION RIGHTS:**
- (1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs **11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
 - (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- H. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR** (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law **AND** the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- I. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- K. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

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Buyer's Initials

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Seller's Initials

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 8 OF 16)

Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- M. SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- N. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- 12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
- (A) A general home inspection.
- (B) An inspection for lead-based paint and other lead-based paint hazards.
- (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
- (D) Any other specific inspections of the physical condition of the land and improvements.
- (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include, but are not limited to, an investigation of the availability and cost of general homeowner's insurance, flood insurance and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 13. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

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Buyer's Initials

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Seller's Initials

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 9 OF 16)

Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. Buyer shall receive a "ALTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 13A, 13C, and 28.

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

- (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with paragraph 11.
- (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). However, if any report, disclosure, or information for which Seller is responsible is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11G.
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to paragraph 14C(1).

C. SELLER RIGHT TO CANCEL:

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR), (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Return Statutory and Other Disclosures as required by paragraph 11F; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 5A(2) and 29; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 28; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

Buyer's Initials PK

Seller's Initials BM PJM



Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. **EFFECT OF REMOVAL OF CONTINGENCIES:**
 - (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 15. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 16. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments to third parties, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. **BROKERS AND AGENTS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the written portion of the compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
 - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

RPA REVISED 12/22 (PAGE 11 OF 16)

Buyer's Initials

PK

Seller's Initials

BM PJM



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 11 OF 16)

Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
 - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
 - C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11H, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11H.
 - D. Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
 - E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
 - F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
20. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
21. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
22. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 30A.
23. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
24. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

Buyer's Initials ixPK

Seller's Initials xBM xPTM



Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

25. DEFINITIONS and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:

- A. "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
- B. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
- C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
- D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
- E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
- F. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
- G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
- H. "Copy" means copy by any means including photocopy, facsimile and electronic.
- I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in **paragraph 32** or **paragraph 33**.
- O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

26. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

27. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

RPA REVISED 12/22 (PAGE 13 OF 16)

Buyer's Initials

PK

Seller's Initials

BM

PTM



EQUAL HOUSING OPPORTUNITY

Property Address: **19269 Ferretti Rd, Groveland, CA 95321**

Date: **May 28, 2024**

28. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 32 or 33** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within the time specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

29. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials PK

Seller's Initials BM, PJM

30. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermmediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

31. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials PK

Seller's Initials BM, PJM



Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

32. BUYER'S OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____
- (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The RPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of BUYER: Groveland Community Service District

Printed Name of Legally Authorized Signer: _____ Title, if applicable, General Manager

(Signature) By, Pete Kampa Date: 06/10/2024

Printed name of BUYER: Pete Kampa

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

33. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer. **Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.**

Seller shall return and include the entire agreement with any response.

Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

B. Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The RPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, Brandon MacDonald Date: 06/12/24

Printed name of SELLER: Brandon MacDonald

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, Patricia Jean MacDonald Date: 06/12/24

Printed name of SELLER: Patricia Jean MacDonald

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials



Property Address: 19269 Ferretti Rd, Groveland, CA 95321

Date: May 28, 2024

REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.
4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm BHHS Drysdale Properties Lic. # 01499008
By Patricia Fulton 06/05/24 Patricia Fulton Lic. # 00760019 Date
By _____ Lic. # _____ Date _____
Address 18727 Main St City Groveland State CA Zip 95321
Email tish.realestate@gmail.com Phone # (209)985-0216

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (Check all that apply):

Email above; Text to Phone # above; Alternate:

B. Seller's Brokerage Firm BHHS Drysdale Properties Lic. # 01499008
By Patricia Fulton 06/12/24 Patricia Fulton Lic. # 00760019 Date
By _____ Lic. # _____ Date _____
Address 18727 Main St. City Groveland State CA Zip 95321
Email tish.realestate@gmail.com Phone # (209)985-0216

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (Check all that apply):

Email above; Text to Phone # above; Alternate:

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

- Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Agent or Seller Initials

Buyer's Initials PK Seller's Initials BM PJM

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RPA REVISED 12/22 (PAGE 16 OF 16)



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 16 OF 16)



REQUEST FOR REPAIR No. Two
(C.A.R. Form RR, Revised 12/23)

Date Prepared: 07/31/2024

In accordance with the terms and conditions of the Purchase Agreement, OR Other _____ ("Agreement"), dated 05/28/2024, on property known as 19269 Ferretti Rd, Groveland, CA 95321 ("Property"), between Groveland Community Service District, Pete Kampa ("Buyer"), and Brandon MacDonald, Patricia Jean MacDonald ("Seller").

Buyer and Seller are referred to as the "Parties."

1. BUYER REQUEST (Check all that apply): (Note: Seller has no obligation to respond to Buyer request.)

A. Buyer requests that Seller, prior to final verification of condition, repair or take the other specified action for each item listed below or on the attached list dated _____:

Seller to repair the septic system at sellers expense.
See 1. D

B. (i) SECTION 1: Buyer requests Seller pay to have Section 1 work completed as specified in the attached Pest Control Report dated _____ prepared by _____

(ii) SECTION 2: Buyer requests Seller pay to have Section 2 work completed as specified in the attached Pest Control Report dated _____ prepared by _____

(iii) If Buyer requests either Section 1 or Section 2 work above, Seller shall, no later than 5 (or ___) Days Prior to Close of Escrow, Deliver to Buyer a written pest control certification showing the corrective work has been completed.

C. Buyer requests that Seller credit Buyer \$ _____ at Close of Escrow. (Note: Any credit included in this paragraph is separate from and shall not reduce or supersede any other credit in the Agreement unless Otherwise Agreed. Credits need to be disclosed to Buyer's lender and total contractual credits may be limited pursuant to the Agreement. Total credit amount may not be enough to remedy all defects or repairs.)

D. Buyer requests that Seller modify the purchase price. The revised purchase price shall be \$310,555.00

2. Attached Reports: A copy of the following inspection or other report is attached.
 _____ _____
 _____ _____

3. FHA or VA: Buyer's FHA or VA lender requires specified actions in the appraisal or other lender documentation (if checked, attached).

A. Buyer's FHA or VA lender requires the following items to be repaired. Buyer requests that Seller repair the following items, and Seller (or Buyer) shall pay for any such repair: _____

B. Buyer requests that Seller pay for the following costs or expenses required by the FHA or VA lender: _____

4. If Seller agrees to all of Buyer's Requests, or some of Buyer's requests and Buyer accepts Seller's partial agreement below:
A. (1) Buyer removes the Investigation of Property Contingency (paragraph 3L(3) and 8C), except the following:

OR (2) Buyer removes those contingencies identified on the attached, Signed, Contingency Removal Form (C.A.R. Form CR)

B. Buyer Releases Seller from any loss, liability, expense, claim or cause of action regarding the disclosed condition of the Property ("Release").

5. EXPIRATION: Buyer proposes this Request for Repairs (RR) which shall be deemed revoked:

A. Unless by 5:00 PM on the third Day after it is signed by Buyer (or by 8:00 AM/ PM on 08/01/2024 date) the proposed RR is signed by Seller and a Copy of this RR is Delivered to Buyer.

B. If Buyer withdraws this Request for Repair any time prior to Seller's acceptance by communicating withdrawal to Seller or Seller's Agent.

Buyer's initials GCS / PK Seller's initials X / X



6. EFFECT OF BUYER REQUEST: BUYER MAKES THIS RR ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS RR, ANY PREVIOUS RR OR SELLER RESPONSE AND BUYER REPLY TO REQUEST FOR REPAIR (C.A.R. Form RRRR) CAN NO LONGER BE ACCEPTED.

Buyer: Groveland Community Service District **Groveland Community Service District** Date 07/31/2024
Buyer: X Pete Kampa **Pete Kampa** Date 08/01/2024

SELLER RESPONSE: (check one)

Note to Seller: FHA/VA. If the Parties do not reach agreement on completing the repairs and other actions specified in paragraph 3A of the Buyer FHA or VA section of Buyer Requests, Buyer's FHA or VA lender will not loan Buyer the funds needed to purchase the Property. If that happens, and there is a finance contingency that has not been removed, Buyer may cancel this Agreement (C.A.R. Form CC).

1. Seller Agreement:

A. All. Seller agrees to all of Buyer's Requests.

OR B. Partial. Seller only agrees to the following (Check all that apply)

(1) Seller agrees to all of Buyer's Requests except: _____

(2) Seller agrees to credit Buyer \$ _____ at Close of Escrow.

(3) Seller agrees, to modify the purchase price. The revised purchase price shall be \$ _____.

(4) Other _____

C. Additional Conditions: Seller's agreement only applies if Buyer removes those contingencies identified on the attached Contingency Removal Form (C.A.R. Form CR) by Signing and Delivering it within the time specified in paragraph 1D below.

D. Expiration of Seller's partial/conditional agreement:

If paragraph 1B or 1C is checked, Seller's agreement to the RR may be withdrawn by Seller any time prior to Buyer's agreement in writing and shall be deemed revoked unless by 5:00PM on the third Day after it is signed by Seller (or by AM/ PM on _____ date) AND it is re-signed by Buyer below and a copy of this RR is delivered to Seller.

OR 2. Seller responds to Buyer's request on the attached form (C.A.R. Form RRRR).

OR 3. Buyer's requests are not incorporated into the Agreement. Seller responds to Buyer's requests on the attached Amendment to Existing Agreement (C.A.R. Form AEA). No Seller signature is required on this RR.

OR 4. Seller does NOT agree to any of Buyer's requests

SELLER RESPONSE: SELLER RESPONDS TO BUYER'S RR ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS SELLER RESPONSE, ANY PREVIOUS RR OR SELLER RESPONSE AND BUYER REPLY TO REQUEST FOR REPAIR (C.A.R. Form RRRR) CAN NO LONGER BE ACCEPTED.

Seller: X Brandon MacDonald **Brandon MacDonald** Date 08/02/24

Seller: X Patricia Jean MacDonald **Patricia Jean MacDonald** Date _____

BUYER RESPONSE TO SELLER PARTIAL/CONDITIONAL AGREEMENT: (DO NOT sign until after Seller responds above.)

Buyer accepts Seller's partial/conditional agreement

OR Buyer does NOT accept Seller's partial agreement. Buyer withdraws Request for Repair No. _____ and makes a new request in the attached Request for Repair No. _____

BUYER RESPONSE: BUYER RESPONDS TO SELLER'S PARTIAL AGREEMENT ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS BUYER RESPONSE, ANY PREVIOUS BUYER RESPONSE, SELLER REPLY, OR SELLER PARTIAL AGREEMENT CAN NO LONGER BE ACCEPTED.

Note to Buyer: FHA/VA. If the Parties do not reach agreement on completing the repairs and other actions specified in paragraph 3A in the FHA or VA section of Buyer Requests, and you have already removed or do remove your financing contingency, even though you may no longer be eligible for the FHA or VA loan specified in the Agreement and may not be able to get another loan to purchase the property, you could be in breach of the Agreement if you are otherwise unable to pay Seller the purchase price.

Buyer: _____ Date _____

Buyer: _____ Date _____

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BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 10, 2024

SUBJECT: Agenda Item 4F: Authorize the General Manager to Determine and Set the Fair Market Rental Rate for Employee Housing to Cover District Costs Associated with the District’s Housing Program

RECOMMENDED ACTION:

Staff recommends the following action:

I move to approve the General Manager to Determine and Set the Fair Market Rental Rate for 19269 Ferretti Road in the amount of \$1,795 per month to Cover District Costs Associated with the District’s Housing Program.

BACKGROUND:

On April 9, 2024, there was a recommendation that the Board direct staff to immediately begin looking for and acquiring housing units and develop an employee housing program due to an area of concern from management over the last five years. The District has historically had a difficult time recruiting qualified, experienced, and certified staff due to its isolated location and management is extremely concerned at the District’s ability to fill any of the vacant positions given the fact that affordable housing is currently non-existent for potential candidates.

On July 9, 2024, the Board adopted an Employee Housing Program Policy and Rental Agreement and directed staff to determine the Fair Market Rental Rate for the Employee Housing Program. Based off the U.S Department of Housing and Urban Development (HUD) for the State of California, specifically Tuolumne County the “Fair Market Rent” for 2024 is listed at \$1,795 per month. This rent amount is specific to the District owned home located at 19269 Ferretti Road., which is three bedroom, two bath. If the District were to subsidize the rent below this amount to make it affordable for our average employees, we would be required to treat as taxable income the amount charged below the fair market rate.

As stated in the Policy that was adopted, the District will evaluate the monthly rental rate annually as part of the budget preparation process. This evaluation is conducted to ensure that a minimum level of rent is charged to cover/recover all District costs associated with the Housing Program (example; maintenance and repair, refurbishment between tenant occupancies, HOA fees, taxes, etc.).

District staff is seeking approval to set the Fair Market Rental Rate for 19269 Ferretti Road in the amount of \$1,795 per month to cover District costs associated with the District's Employee Housing Program.

ATTACHMENTS:

1. United States Department of Housing and Urban Development ("HUD"), 2024 Home Program Rents

U.S. DEPARTMENT OF HUD
STATE:CALIFORNIA

----- 2024 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Tehama County, CA							
LOW HOME RENT LIMIT	770	825	990	1143	1275	1406	1538
HIGH HOME RENT LIMIT	844	948	1245	1452	1600	1747	1894
For Information Only:							
FAIR MARKET RENT	844	948	1245	1695	2010	2312	2613
50% RENT LIMIT	770	825	990	1143	1275	1406	1538
65% RENT LIMIT	981	1053	1264	1452	1600	1747	1894
Trinity County, CA							
LOW HOME RENT LIMIT	710	784	990	1143	1275	1406	1538
HIGH HOME RENT LIMIT	710	784	1030	1451	1600	1747	1894
For Information Only:							
FAIR MARKET RENT	710	784	1030	1451	1657	1906	2154
50% RENT LIMIT	770	825	990	1143	1275	1406	1538
65% RENT LIMIT	981	1053	1264	1452	1600	1747	1894
Tuolumne County, CA							
LOW HOME RENT LIMIT	847	908	1090	1260	1405	1550	1695
HIGH HOME RENT LIMIT	919	1032	1356	1604	1770	1935	2099
For Information Only:							
FAIR MARKET RENT	919	1032	1356	1795	2301	2646	2991
50% RENT LIMIT	847	908	1090	1260	1405	1550	1695
65% RENT LIMIT	1083	1161	1396	1604	1770	1935	2099

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 10, 2024

SUBJECT: **Agenda Item 6A: Adoption of a Resolution Authorizing the General Manager to Enter into a Professional Services Agreement with Provost and Pritchard Consulting Group for the Design Services for the Groveland Hetch Hetchy Railroad Trail Project, Phase 1**

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 19-2024 Authorizing the General Manager to Enter into a Professional Services Agreement with Provost and Pritchard Consulting Group for the Design Services for the Groveland Hetch Hetchy Railroad Trail Project, Phase 1, and Authorize Proceeding with the Project Approval and Environmental Documents (PA&ED) Work.

BACKGROUND:

A request for qualifications (RFQ) was developed and approved by the Board for distribution on October 10, 2023, for the Preliminary Engineering, Planning, Design, Construction Management, and Administration for the Hetch Hetchy Railroad Project. Proposals were due on May 15, 2024, and a total of two (2) proposals were received from qualified consultants. Caltrans requires that a competitive consultant selection process be held, and a contract awarded based on qualifications and not cost.

A review group was formed to review the proposals, which included five GCSB staff members, one local business owner, and a member of the Chamber of Commerce. The proposals were reviewed by group members individually and a group meeting held on July 25, 2024. Numeric scores were compiled based on the review criteria in the RFQ, and the individual results for each consultant were discussed at length. It was decided to request an interview with one of the consultants to verify some of the qualifications and experience information submitted.

Both proposals received were excellent and consultants are very qualified and receiving positive recommendations from clients. After review of qualifications, both consultants submitted a cost proposal, per the RFQ. The cost proposal was then evaluated against the consultant's work scope and RFQ to ensure accuracy of understanding of the project and

Caltrans requirements. The selection was difficult and the review group and GCSD staff recommend Board approval of a Professional Services Agreement with Provost and Pritchard Consulting Group, for the Design Services for the Groveland Hetch Hetchy Railroad Trail Project, Phase One.

FINANCIAL IMPACT:

An Active Transportation Program Grant was awarded for \$5.2 million for the Hetch Hetchy Railroad Trails Project. The California Transportation Commission (CTC) allocates this funding to projects in multiple “steps” or phases, including PA&ED, Plans, Specifications and Engineering, Right-of-Way Acquisition and Construction. The CTC has allocated \$185,000 of the total funding toward the PA&ED portion of the project, which was also included in our 2024/25 budget. Provost and Pritchard provided a Cost Proposal for the Design Services for the Groveland Hetch Hetchy Railroad Trail Project, Phase One and is proposed at not-to-exceed \$179,219.60 for the PA&ED work.

ATTACHMENTS:

1. Provost and Pritchard Consulting Group Proposal (hyperlinked)
<https://www.gcsd.org/files/d0a4ee556/Groveland+Hetch+Hetchy+Railroad+Trail+Project-P%26P+SOQ.pdf>
2. Resolution 19-2024

RESOLUTION 19-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP FOR THE DESIGN SERVICES FOR THE GROVELAND HETCH HETCHY RAILROAD TRAIL PROJECT, PHASE ONE

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, District issued a Request for Qualifications to professional Engineering Firms for Design Services for the Hetch Hetchy Railroad Trail Project Phase 1 dated May 15, 2024; and

WHEREAS, two (2) proposals were received from qualified consulting firms, and those proposals were reviewed by committee on July 25, 2024; and

WHEREAS, Caltrans is providing funding for the project, and their procedures require the selection of professional consultants be based on qualifications for the work; and

WHEREAS, on review and scoring, the Committee recommends approval of a consulting contract to Provost and Pritchard Consulting Group for the Design Services for the PA&ED Portion of the Hetch Hetchy Railroad Trail Project, Phase 1; and

WHEREAS, future portions of the project work including PS&E, Right-of-Way and Construction/Construction Engineering will be considered by resolution of this Board.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby Adopt Resolution 19-2024 Authorizing the General Manager to Enter into a Professional Services Agreement with Provost and Pritchard Consulting Group for the Design Services for the Groveland Hetch Hetchy Railroad Trail Project, Phase 1. **BE IT FURTHER RESOLVED** that the General Manager is authorized to proceed with the PA&ED portions of the project work.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 10, 2024, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 10, 2024.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 10, 2024

SUBJECT: Agenda Item 6B: Adoption of a Resolution Authorizing the Award of the Potable Water Storage and Distribution System Improvements Project to Njirich and Sons, Inc. and to Authorize the General Manager to Sign an Agreement on Behalf of the District

RECOMMENDED ACTION:

I move to approve Resolution 25-2024 authorizing the award of the Potable Water Storage and Distribution System Improvements Project to Njirich and Sons, Inc and to authorize the General Manager to sign Contract Documents on behalf of the District.

BACKGROUND:

The Groveland Community Service District (Groveland CSD, GCSB) provides potable water services to the surrounding community. The Groveland CSD's primary water source is the Hetch Hetchy Reservoir located in Yosemite National Park on the Tuolumne River. Hetch Hetchy is also the principal water source for the City and County of San Francisco and a number of other utilities in the San Francisco Bay Area served by the City and County of San Francisco. Water flows from Hetch Hetchy through the Mountain Tunnel, a tunnel just south of Groveland into Priest Regulating Reservoir. GCSB obtains water from the Mountain Tunnel prior to and upstream of Priest Regulating Reservoir at two locations. These locations are the Big Creek Shaft (the most upstream) and the Second Garrote Shaft.

In addition to the primary water source, GCSB also has a secondary or Alternative Water Supply (AWS) source. The AWS water source is Pine Mountain Lake. The District installed in 2003 a trailer mounted water treatment plant in PML to be able to provide water to the Community during outages of the Mountain Tunnel. The AWS Water Treatment Plant (WTP) was intended to be a portable WTP.

During severe drought conditions, the Second Garrote WTP and the AWS WTP would not have enough capacity to supply water to the entire service area during maximum day demand. GCSB has received funding from DWR for a new 140,000-gal water storage tank next to the existing Tank 5 and a connection of Tank 5 to Big Oak Flat service areas via a new distribution pipeline 5,500 linear foot long 8-inch water main along Harper/Black road.

By the addition of this new storage tank and distribution pipeline, as well as the development of a groundwater well serving the Tank 5 service area and Big Oak Flat, the system will be isolated from the remaining service area during a severe drought and supplied mainly from the well and Tank 5. This improvement will reduce the demand that has to be supplied from Second Garrote and the AWS system and preserve water for demand within the Big Oak Flat community.

DISCUSSION:

A total of three bids were received at the Groveland CSD office on July 24, 2024. The low bid was submitted by Njirich and Sons, Inc in the amount of \$2,919,497.08. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Njirich and Sons, Inc	\$2,919,497.08
Moyle Excavation	\$3,449,495.61
Sierra Mountain Construction, Inc.	\$4,499,272.08

FISCAL IMPACT:

Again, we continue to see construction bid costs continue to increase dramatically and exceed the engineer’s estimate and the amount of funding available.

Construction costs for the Potable Water Storage and Distribution System Improvements Project are budgeted to be covered by the State of California (Department of Water Resources) Urban And Multibenefit Drought Relief Grant. The current grant budget for this phase of the total project is \$2.7 million, including construction, design, inspections, testing and project management. We have evaluated options to reduce the project cost to within budget and will implement those project changes to the extent possible while still meeting the project scope for the purposes of the grant.

We are proposing to award the contract at the amount of the low bidder’s base bid and will execute a construction change order that we expect will reduce the project cost to \$2,504,487 as shown in the value engineering sheet attached.

ATTACHMENTS:

1. Resolution 25-2024
2. Bid Tabulation
3. Project Costs if Awarded to Njirich and Sons, Inc (Value Engineering)
4. Notice of Award
5. Agreement

RESOLUTION 25-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT TO NJIRICH AND SONS, INC. AND TO AUTHORIZE THE GENERAL MANAGER TO SIGN AN AGREEMENT ON BEHALF OF THE DISTRICT

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

WHEREAS, the District has the authority to construct, operate and maintain the municipal water infrastructure; and

WHEREAS, the District has evaluated its water supply vulnerabilities during drought and has identified the need to complete improvements to the water infrastructure; and

WHEREAS, the proposed improvements shall be funded in full by a State of California (Department of Water Resources) Urban And Multibenefit Drought Relief Grant; and

WHEREAS, AM Consulting Engineers prepared plans and specifications for the Potable Water Storage and Distribution System Improvements Project; and

WHEREAS, the Project was advertised on June 25, 2024 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on July 10, 2024 where four (4) contractors attended; and

WHEREAS, the bids received were publicly opened and read on July 24, 2024; and

WHEREAS, the District has the authority to reject any and all bids, and waive any minor irregularities in any bid, and is required to award the contract to the lowest responsible bidder; and

WHEREAS, Njirich and Sons, Inc. bid dated July 24, 2024 is included in the contract documents as detailed in the project specifications.

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

1. The General Manager is authorized to issue Notice of Award to the lowest bidder Njirich and Sons, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Njirich and Sons, Inc. in the amount of their base bid of \$2,919,497.08 after the Contractor's Performance and Payment Bonds are received.
3. The General Manager is authorized to negotiate Construction Change Orders (CCO) in an amount not to exceed a 5% increase in the original bid and contract amount.
4. The General Manager is authorized to negotiate deductive (cost) change order that result in a comparable work product.
5. The General Manager is authorized to negotiate a construction start date and issue the Notice to Proceed to the Contractor in accordance with the Project Plans and Specifications.
6. The General Manager is authorized to approve and process Contractor payments within the cost limitations stated herein, in accordance with the Project Plans and Specifications.
7. The General Manager is authorized to file the Project Notice of Completion in accordance with the Plans and Specifications.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 10, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 10, 2024.

DATED: _____

Groveland CSD
Potable Water Storage and Distribution System Improvements
Bid Tabulation

Item No.	Item Description	Estimated Quantity	Units	Engineers Estimate		Njirich & Sons, Inc.		Moyle Excavation		Sierra Mountain Construction, Inc.	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Base Bid Items											
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$200,000.00	\$200,000.00	\$325,000.00	\$325,000.00	\$162,740.00	\$162,740.00	\$396,000.00	\$396,000.00
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$69,135.00	\$69,135.00	\$80,000.00	\$80,000.00
3	Demolition – Storage Tank Site	1	LS	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$24,725.00	\$24,725.00	\$75,000.00	\$75,000.00
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$64,165.00	\$64,165.00	\$100,000.00	\$100,000.00
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$12,630.00	\$12,630.00	\$30,000.00	\$30,000.00
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS	\$400,000.00	\$400,000.00	\$390,000.00	\$390,000.00	\$493,153.00	\$493,153.00	\$730,000.00	\$730,000.00
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$12,970.00	\$12,970.00	\$40,000.00	\$40,000.00
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS	\$45,000.00	\$45,000.00	\$300,000.00	\$300,000.00	\$163,100.00	\$163,100.00	\$600,000.00	\$600,000.00
9	Modular Retaining Wall - Storage Tank Site	1	LS	\$70,000.00	\$70,000.00	\$185,000.00	\$185,000.00	\$182,305.00	\$182,305.00	\$100,000.00	\$100,000.00
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$30,000.00	\$30,000.00	\$95,000.00	\$95,000.00	\$113,540.00	\$113,540.00	\$50,000.00	\$50,000.00
11	10-Inch Overflow Piping – Storage Tank Site	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$10,117.00	\$10,117.00	\$32,000.00	\$32,000.00
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$22,150.00	\$22,150.00	\$32,000.00	\$32,000.00
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$39,300.00	\$39,300.00	\$40,000.00	\$40,000.00
14	Chain Link Fence and Gates – Storage Tank Site	270	LF	\$40.00	\$10,800.00	\$80.00	\$21,600.00	\$109.98	\$29,694.60	\$120.00	\$32,400.00
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF	\$200.00	\$9,000.00	\$475.00	\$21,375.00	\$1,100.36	\$49,516.20	\$500.00	\$22,500.00
16	Electrical & Instrumentation – Storage Tank Site	1	LS	\$75,000.00	\$75,000.00	\$140,000.00	\$140,000.00	\$161,785.00	\$161,785.00	\$155,000.00	\$155,000.00
17	SCADA Integration - Storage Tank Site	1	LS	\$15,000.00	\$15,000.00	\$12,372.08	\$12,372.08	\$12,372.08	\$12,372.08	\$12,372.08	\$12,372.08
18	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$74,475.00	\$74,475.00	\$30,000.00	\$30,000.00
19	Demolition – Water Distribution System	1	LS	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$84,150.55	\$84,150.55	\$38,000.00	\$38,000.00
20	8-Inch Watermain – Water Distribution System	5,500	LF	\$115.00	\$632,500.00	\$115.00	\$632,500.00	\$186.19	\$1,024,045.00	\$200.00	\$1,100,000.00
21	Watermain Fittings – Water Distribution System	125	EA	\$500.00	\$62,500.00	\$590.00	\$73,750.00	\$821.80	\$102,725.00	\$800.00	\$100,000.00
22	Gate Valves – Water Distribution System	47	EA	\$3,500.00	\$164,500.00	\$2,850.00	\$133,950.00	\$3,012.44	\$141,584.68	\$3,500.00	\$164,500.00
23	Fire Hydrants – Water Distribution System	10	EA	\$5,000.00	\$50,000.00	\$7,900.00	\$79,000.00	\$10,255.75	\$102,557.50	\$9,400.00	\$94,000.00
24	Air Release Valves – Water Distribution System	5	EA	\$3,500.00	\$17,500.00	\$5,550.00	\$27,750.00	\$6,745.00	\$33,725.00	\$7,500.00	\$37,500.00
25	Pressure Reducing Station – Water Distribution System	3	EA	\$25,000.00	\$75,000.00	\$55,000.00	\$165,000.00	\$66,830.00	\$200,490.00	\$70,000.00	\$210,000.00
26	Rock Excavation	700	CY	\$35.00	\$24,500.00	\$1.00	\$700.00	\$50.00	\$35,000.00	\$250.00	\$175,000.00
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,850.00	\$1,850.00	\$30,000.00	\$30,000.00	\$21,845.00	\$21,845.00	\$18,500.00	\$18,500.00
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
29	As-Built Drawings	1	LS	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
Base Bid Total					\$2,041,500.00		\$2,919,497.08		\$3,449,495.61		\$4,499,272.08
1	Exterior Tank Insulation/Coating (Existing Storage Tank) – Storage Tank Site	1	LS	\$50,000	\$50,000	\$50,000	\$50,000.00	\$100,000	\$100,000.00	\$103,000	\$103,000.00
2	Exterior Tank Insulation/Coating (New Storage Tank) – Storage Tank Site	1	LS	\$50,000	\$50,000	\$50,000	\$50,000.00	\$100,000	\$100,000.00	\$103,000	\$103,000.00
3	Retrofit Existing Storage Tank with New Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$20,000	\$20,000	\$10,000	\$10,000.00	\$45,000	\$45,000.00	\$45,000	\$45,000.00
4	8-Inch Water Main Extension & Existing 4-Inch Water Main Demolition/Abandonment - Water Distribution System	1	LS	\$154,000	\$154,000	\$225,000	\$225,000.00	\$320,500	\$320,500.00	\$152,000	\$152,000.00
Bid Additive Total					\$274,000		\$335,000.00		\$565,500.00		\$403,000.00
Base Bid Plus All Additives Total					\$2,315,500		\$3,254,497.08		\$4,014,995.61		\$4,902,272.08

Groveland CSD
Potable Water Storage and Distribution System Improvements
Njirich Construction Costs (Value Engineering)

Item No.	Item Description	Estimated Quantity	Units	Njirich & Sons, Inc.		
				Unit Price	Reduction	Item Total
Base Bid Items						
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$325,000.00	\$3,285.00	\$321,715.00
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS	\$5,000.00	\$5,000.00	\$0.00
3	Demolition – Storage Tank Site	1	LS	\$40,000.00	\$0.00	\$40,000.00
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS	\$50,000.00	\$50,000.00	\$0.00
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS	\$25,000.00	\$25,000.00	\$0.00
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS	\$390,000.00	\$7,000.00	\$383,000.00
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS	\$25,000.00	\$25,000.00	\$0.00
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS	\$300,000.00	\$37,000.00	\$263,000.00
9	Modular Retaining Wall - Storage Tank Site	1	LS	\$185,000.00	\$90,000.00	\$95,000.00
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$95,000.00	\$0.00	\$95,000.00
11	10-Inch Overflow Piping – Storage Tank Site	1	LS	\$15,000.00	\$0.00	\$15,000.00
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS	\$35,000.00	\$0.00	\$35,000.00
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS	\$35,000.00	\$0.00	\$35,000.00
14	Chain Link Fence and Gates – Storage Tank Site	270	LF	\$80.00	\$5,250.00	\$16,350.00
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF	\$475.00	\$21,375.00	\$0.00
16	Electrical & Instrumentation – Storage Tank Site	1	LS	\$140,000.00	\$0.00	\$140,000.00
17	SCADA Integration - Storage Tank Site	1	LS	\$12,372.08	\$0.00	\$12,372.08
18	Traffic Control	1	LS	\$25,000.00	\$0.00	\$25,000.00
19	Demolition – Water Distribution System	1	LS	\$30,000.00	\$0.00	\$30,000.00
20	8-Inch Watermain – Water Distribution System	5,500	LF	\$115.00	\$0.00	\$632,500.00
21	Watermain Fittings – Water Distribution System	75	EA	\$590.00	\$29,500.00	\$44,250.00
22	Gate Valves – Water Distribution System	47	EA	\$2,850.00	\$0.00	\$133,950.00
23	Fire Hydrants – Water Distribution System	6	EA	\$7,900.00	\$31,600.00	\$47,400.00
24	Air Release Valves – Water Distribution System	5	EA	\$5,550.00	\$0.00	\$27,750.00
25	Pressure Reducing Station – Water Distribution System	2	EA	\$55,000.00	\$55,000.00	\$110,000.00
26	Rock Excavation	700	CY	\$1.00	\$0.00	\$700.00
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$30,000.00	\$30,000.00	\$0.00
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS	\$500.00	\$0.00	\$500.00
29	As-Built Drawings	1	LS	\$1,000.00	\$0.00	\$1,000.00
Base Bid Total					\$415,010.00	\$2,504,487.08

**SECTION 005100
NOTICE OF AWARD**

Date: _____

Project: Potable Water Storage and Distribution System Improvements Project

Owner: Groveland Community Services District

Owner's Contract No.:

Contract: Potable Water Storage and Distribution System Improvements Project

Engineer's Project No.:

Bidder: Njirich and Sons, Inc.

Bidder's Address: 19970 Kelly Dr., Sonora, CA, 95370

You are notified that your Bid dated July 24, 2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Potable Water Storage and Distribution System Improvements Project.

The Contract Price of your Contract is two million nine hundred nineteen thousand four hundred ninety-seven dollars and eight cents (\$2,919,497.08)

One copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

END OF SECTION

SECTION 005200
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Groveland Community Services District (GCSD) ("Owner") and Njirich and Sons, Inc. ("Contractor"). Owner and contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. The major work consists of the furnish and installation of a 140,000-gallon bolted steel storage tank with a supplemental pressure transmitter and 6,125 linear feet of 8-inch C900 potable water distribution pipeline with associated piping, fittings, valves, utility boxes, pressure reducing stations, fire hydrants. This Project also includes various site improvement such as the construction of a modular retaining wall, two chlorine dosing stations, perimeter fencing, asphalt pavement, earthwork, grading, electrical improvements and SCADA integration by ICAD.

ARTICLE 2 - PROJECT

- A. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Potable Water Storage and Distribution System Improvements Project

ARTICLE 3 - ENGINEER

3.01 The Engineer for this Project is AM CONSULTING ENGINEERS, INC. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within one hundred fifty (150) calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within one hundred eighty (180) calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in

Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Technical Specifications.
 - 7. Drawings
 - 8. Addenda (numbers 0 to 1 , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on September 10, 2024 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____
Title: _____

By: _____
Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
Title: _____
Address for giving notices:

Attest: _____
Title: _____
Address for giving notices:

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(Where applicable)

Agent for service of process:

Exhibit A
Contractors Bid Package

**SECTION 004100
BID FORM**

Project Identification: Potable Water Storage and Distribution System Improvements Project

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To: **GROVELAND COMMUNITY SERVICES DISTRICT (GCSD)**
- 1.02 Seal the bid in an envelope addressed to the Owner and marked:
BID FOR POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	07/11/2024
_____	_____
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
 - E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods,

techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Part 2 - MODIFICATIONS ARE BEING MADE TO THE CONTRACT DOCUMENTS. THE MODIFICATIONS ARE AS FOLLOWS:

2.01 Section 004100 – Bid Form, Article 5 – Basis of Bid, Paragraph 5.01 shall be deleted and replaced with the following:

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
Base Bid Items					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$325,000 ⁰⁰	\$325,000 ⁰⁰
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS	\$5,000 ⁰⁰	\$5,000 ⁰⁰
3	Demolition – Storage Tank Site	1	LS	\$40,000 ⁰⁰	\$40,000 ⁰⁰
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS	\$50,000 ⁰⁰	\$50,000 ⁰⁰
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS	\$25,000 ⁰⁰	\$25,000 ⁰⁰
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS	\$390,000 ⁰⁰	\$390,000 ⁰⁰
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS	\$25,000 ⁰⁰	\$25,000 ⁰⁰
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS	\$300,000 ⁰⁰	\$300,000 ⁰⁰
9	Modular Retaining Wall - Storage Tank Site	1	LS	\$185,000 ⁰⁰	\$185,000 ⁰⁰
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$95,000 ⁰⁰	\$95,000 ⁰⁰
11	10-Inch Overflow Piping – Storage Tank Site	1	LS	\$15,000 ⁰⁰	\$15,000 ⁰⁰
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS	\$35,000 ⁰⁰	\$35,000 ⁰⁰
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS	\$35,000 ⁰⁰	\$35,000 ⁰⁰
14	Chain Link Fence and Gates – Storage Tank Site	270	LF	\$80 ⁰⁰	\$21,600 ⁰⁰

Groveland Community Services District
Potable Water Storage and Distribution System Improvements Project
Addendum No. 1 – Modifications to Contract Documents

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF	\$ 475 ⁰⁰	\$ 21,375 ⁰⁰
16	Electrical & Instrumentation – Storage Tank Site	1	LS	\$ 140,000 ⁰⁰	\$ 140,000 ⁰⁰
17	SCADA Integration - Storage Tank Site	1	LS	\$ 12,372.08	\$ 12,372.08
18	Traffic Control	1	LS	\$ 25,000 ⁰⁰	\$ 25,000 ⁰⁰
19	Demolition – Water Distribution System	1	LS	\$ 30,000 ⁰⁰	\$ 30,000 ⁰⁰
20	8-Inch Watermain – Water Distribution System	5,500	LF	\$ 115 ⁰⁰	\$ 632,500 ⁰⁰
21	Watermain Fittings – Water Distribution System	125	EA	\$ 590 ⁰⁰	\$ 73,750 ⁰⁰
22	Gate Valves – Water Distribution System	47	EA	\$ 2,850 ⁰⁰	\$ 133,950 ⁰⁰
23	Fire Hydrants – Water Distribution System	10	EA	\$ 7,900 ⁰⁰	\$ 79,000 ⁰⁰
24	Air Release Valves – Water Distribution System	5	EA	\$ 5,550 ⁰⁰	\$ 27,750 ⁰⁰
25	Pressure Reducing Station – Water Distribution System	3	EA	\$ 55,000 ⁰⁰	\$ 165,000 ⁰⁰
26	Rock Excavation	700	CY	\$ 1 ⁰⁰	\$ 700 ⁰⁰
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$ 30,000 ⁰⁰	\$ 30,000 ⁰⁰
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS	\$ 500 ⁰⁰	\$ 500 ⁰⁰
29	As-Built Drawings	1	LS	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
Base Bid Total					\$ 2,919,497.08
1	Exterior Tank Insulation/Coating (Existing Storage Tank) – Storage Tank Site	1	LS	\$ 50,000 ⁰⁰	\$ 50,000 ⁰⁰
2	Exterior Tank Insulation/Coating (New Storage Tank) – Storage Tank Site	1	LS	\$ 50,000 ⁰⁰	\$ 50,000 ⁰⁰
3	Retrofit Existing Storage Tank with New Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
4	8-Inch Water Main Extension & Existing 4-Inch Water Main Demolition/Abandonment - Water Distribution System	1	LS	\$ 225,000 ⁰⁰	\$ 225,000 ⁰⁰
Bid Additive Total					\$ 335,000⁰⁰
Base Bid Plus All Additives Total					\$ 3,254,497.08

Total Base Bid Price Two Million, Nine Hundred Ninety Seven Thousand, Four Hundred Ninety Seven Dollars & 08/100 (\$2,919,497⁰⁸)
(use words)

Total Bid Additive Price Three Hundred Thirty Five Thousand, Three Hundred Dollars & 00/100 (\$335,000⁰⁰)
(use words)

Total Base Bid plus Additives Price Three Million, Two Hundred Fifty Four Thousand, Four Hundred Ninety Seven Dollars & 08/100 (\$3,254,497⁰⁸)
(use words)

Thousand, Four Hundred Ninety Seven Dollars & 08/100

See ADDENDUM #1 BIA schedule

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
Base Bid Items					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS		
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS		
3	Demolition – Storage Tank Site	1	LS		
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS		
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS		
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS		
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS		
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS		
9	Modular Retaining Wall - Storage Tank Site	1	LS		
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS		
11	10-Inch Overflow Piping – Storage Tank Site	1	LS		
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS		
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS		
14	Chain Link Fence and Gates – Storage Tank Site	270	LF		
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF		
16	Electrical & Instrumentation – Storage Tank Site	1	LS		
17	SCADA Integration - Storage Tank Site	1	LS		
18	Traffic Control	1	LS		
19	Demolition – Water Distribution System	1	LS		
20	8-Inch Watermain – Water Distribution System	5,500	LF		
21	Watermain Fittings – Water Distribution System	125	EA		
22	Gate Valves – Water Distribution System	47	EA		
23	Fire Hydrants – Water Distribution System	10	EA		
24	Air Release Valves – Water Distribution System	5	EA		
25	Pressure Reducing Station – Water Distribution System	3	EA		
26	Rock Excavation	700	CY		
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS		
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS		
29	As-Built Drawings	1	LS		
Base Bid Total					

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
1	Exterior Tank Insulation/Coating (Existing Storage Tank) – Storage Tank Site	1	LS		
2	Exterior Tank Insulation/Coating (New Storage Tank) – Storage Tank Site	1	LS		
3	Retrofit Existing Storage Tank with New Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS		
4	8-Inch Water Main Extension & Existing 4-Inch Water Main Demolition/Abandonment - Water Distribution System	1	LS		
Bid Additive Total					
Base Bid Plus All Additives Total					

Total Base Bid Price _____ (\$ _____)
 (use words)

Total Bid Additive Price _____ (\$ _____)
 (use words)

Total Base Bid plus Additives Price _____ (\$ _____)
 (use words)

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damage.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
 - A. Required Bid security in the form of a **Bid Bond** or Certified Check (circle type of security provided);
 - B. List of Proposed Subcontractors;
 - C. List of Project References;
 - D. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
 - E. Contractor's License Number;
 - F. Required Bidder Qualification Statement with Supporting Data; and

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Njirich & Sons, Inc.

State or Jurisdiction of Incorporation: California

Type (General Business, Profession, Service, Limited Liability): General Business

By: Cory Njirich
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Cory Njirich

Title: Vice President

Attest: [Signature]
(Signature of Corporate Secretary)

Date of Qualification to do business in California [State or other jurisdiction where Project is located] is
5 / 2 / 1988

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: 19970 Kelly Dr, Sonora, CA. 95370

Business Phone No. (209) 533-2268

Business FAX No. (209) 533-9076

Business E-Mail Address shelly@njrichandsons.com

State Contractor License No. 573731. (If applicable)

Employer's Tax ID No. 77-0181970

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

9.02 Bid submitted on July 24, _____, 2024.

END OF SECTION

SECTION 004200
NONCOLLUSION AFFIDAVIT

Cory Njirich

_____ being first duly sworn, deposes and says that he/she is Vice President of Njirich & Sons, Inc. the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

Cory Njirich
Bidder

State of California)
County of Tulare) ss.

On this _____ day of _____, 2024, before me personally came _____ to me known, or proven to be on the basis of satisfactory evidence, who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said Bidder.

In witness whereof, I have signed and affixed my official seal on the date first above written.

Notary Public

END OF SECTION



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

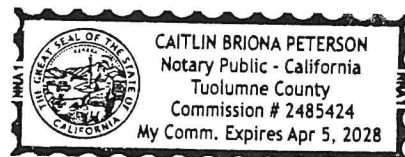
see attached CBP

 Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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

State of California
 County of Tuolumne

Subscribed and sworn to (or affirmed) before me
 on this 23 day of July, 2024,
 by Cony Njirich
 (1) _____
 (and (2) N/A),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non collusion Affidavit Document Date: July 23 2024
 Number of Pages: 1 Signer(s) Other Than Named Above: N/A

SECTION 004300
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Njirich & Sons Inc.
19970 Kelly Drive
Sonora, CA 95370

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
11090 White Rock Rd. Suite 100
Rancho Cordova, CA 95670

OWNER (Name and Address):

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321

BID

Bid Due Date: July 24, 2024

Description: POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT

BOND

Bond Number: 52

Date (Not earlier than Bid due date): July 12, 2024

Penal sum Five Percent (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Njirich & Sons Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: Shadeg Njirich
Signature

By: Shirley Baugh
Signature (Attach Power of Attorney)

Shelly Njirich
Print Name

Shirley Baugh
Print Name

President
Title

Attorney-in-Fact
Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Sacramento)
On 7-12-24 before me, J. Swalley, notary public
Date Here Insert Name and Title of the Officer
personally appeared Shirley Baugh
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shirley Baugh** of **SACRAMENTO, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

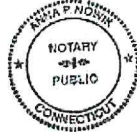
City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **July**, **2024**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

- 1 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3 This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11 The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

SECTION 004700
CONTRACTORS CERTIFICATION REGARDING
WORKERS' COMPENSATION INSURANCE

State of California

County of Tuolumne

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder: Njirich & Sons, Inc.

Signature: 

Name: Cory Njirich

Title: Vice President

Date: July 24, 2024

END OF SECTION

SECTION 004800
LIST OF SUBCONTRACTORS

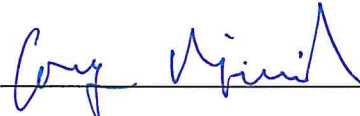
Each bidder shall complete the information listed below for each of the Subcontractors who will perform a portion of the Contract work.

Note: In accordance with Agency requirements (SC-6.06.H.), the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s) without prior written approval of the Owner.

Description of Work	Percent of Total Contract	Subcontractor's Name	Subcontractor Location of Business	License Number	DIR Number
1 Concrete work	3%	Baldwin construction	Sonoma, CA	946925	100003226
2 Fencing	1%	Alderson Fencing	Jamestown, CA	1082028	1000935442
3 Boring	2%	Pacific Boring	Canby, CA	553794	100003353
4 Tank	11%	Paso Robles Tank	Hemet, CA	784971	100002079 - CD
5 Tank	6%	Thompson Tank	Bakersfield, CA	995838	100009297
6					
7					
8					
9					
10					
11					
12					

(Add additional sheets if necessary)

BIDDER: Njirich & Sons, Inc.

Signature: 

Date: July 24, 2024

END OF SECTION

Corporate Authorization Resolution

OAK VALLEY COMMUNITY BANK
125 N. 3RD AVE.
OAKDALE, CA 95361

By: NJIRICH AND SONS INC
19970 KELLY DR
SONORA, CA 95370

NEW CARD
Date Revised 3/31/17
Initials SP
Prior Card Dated 11/05/13
Changes(s) Added Signers

Referred to in this document as "Financial Institution" Referred to in this document as "Corporation"

I, **KIMBERLIE A MAGNEY**, certify that I am Secretary (clerk) of the above named corporation organized under the laws of CALIFORNIA, Federal Employer I.D. Number 77-0181970, engaged in business under the trade name of NJIRICH AND SONS, INC., and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 3/31/2017 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
STEVE NJIRICH / CFO		
A. _____ SHELLY NJIRICH / PRESIDENT	X <u>Shelly Njirich</u>	X _____
B. _____ KIMBERLIE A MAGNEY / SECRETARY	X <u>Kimberlie A Magney</u>	X _____
C. _____ CORY M NJIRICH / VICE-PRESIDENT	X <u>Cory Njirich</u>	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Project Title	Contact Information for Project	Description of Project	Year Project was completed	N&S Contract Amount	Overall Project Amount
Twain Harte Meadows Park Project (95% Complete)	Twain Harte Community Services District Tom Trott (209) 586-3172	Project involves excavation, construction of a pavilion, installation support for a prefab restroom, placement of approx 5,000 SF of decomposed pathways, planting, irrigation work and underground utility work	95%	\$ 1,493,516.00	Prime
Oakdale Irrigation District Tunnels 3 and 4 Rehabilitation	Oakdale Irrigation District Joe Kosakiewicz (209) 840-5546	Project Work will consist of improvements to the District's existing North Main Canal Tunnels 3 and 4 (approx 2000 LF) including scaling loose rock and over-excavating existing tunnel sidewalls, crown and invert; installing new rock dowels at portals and, if needed, in tunnels; placing new shotcrete lining in tunnel and placing new concrete invert	Feb-24	\$ 6,687,595.00	Prime
2023 Storm Damage Repairs Buchanan Road - County of Tuolumne	County of Tuolumne - Public Works Blossom Scott-Heim (209) 533-5904 bsh@tuolumnecounty.ca.us	Emergency repairs throughout the months of January to June. Work included immediate mobilization, removal of slide material, off haul, slope restabilization, rock protection, guard rail repair, excavation and replacement of damaged culverts.	Jun-23	\$ 725,000.00	Prime
Berkeley Tuolumne Camp - 2023 Storm Damage Repair	City of Berkeley Liza McNulty (510) 981.6437	Grading and compaction with native soils adjacent to accessible pathways where pathways had been undercut by erosion and replacement of decomposed granite material.	Jun-23	\$ 75,000.00	Prime
Roundabout at SR-108/49 and People of the Mountain Road	Chicken Ranch Rancheria Lloyd Mathieson (209)226-8190	Excavation work of 5000 CY material, realignment and construction of roundabout intersection, maintaining fully operational highway, culvert installation, drainage inlet installation, installation of steel casing pipes for utilities, multi phased operation, erosion control device installation, concrete work, paving and striping work	Jun-23	\$ 5,100,000.00	Prime
Berkeley Tuolumne Camp (subcontractor)	City of Berkeley Liza McNulty (510) 981.6437	Mass excavation and grading work of approx 13,000 CY of material, rock breaking and blasting, construction of decomposed granite pathways, rockery wall installation, flatwork, finish slope and sub-grade grading, Class II aggregate base rock and paving work	Apr-22	\$ 2,458,000.00	\$ 36,000,000.00

Gopher Tank Replacement Project	Tuolumne Utilities District Jennifer Batt (209) 532-5536 ext 526 JBatt@tudwater.com	Remove and Replace of 600k gal. water storage tank and installation of new treated water transfer pump station	Dec-20	\$	1,700,000.00	Prime	
Crystal Falls Techite Pipeline Replacement Project	Tuolumne Utilities District Gaddiel Demattei (209) 532-5536 ext. 519 GDeMattei@tudwater.com	Remove obsolete techite pipe and install new 2500 lineal feet of pipeline between treatment plant and storage tank.	Nov-20	\$	414,224.00	Prime	
Mono Vista Tank Replacement Project	Tuolumne Utilities District Jennifer Batt (209) 532-5536 ext 526 JBatt@tudwater.com	Remove and replace old water storage tank with new 400k gal. tank with exterior roof and stairway. Installation of new check valves, tank inlet and outlet vaults	Jan-20	\$	811,993.00	Prime	
Warnerville Substation Rehabilitation (subcontractor)	RES-System 3 Mark Waldman (415) 551-3000	Installed waterline , communication/power, saw cutting & removal of asphalt/concrete in order for installation.	Dec-19	\$	2,297,044.00	\$	30,000,000.00
Don Pedro Water Service Repair	Pete Kampa (209) 591-7100	Consisted of 100 water service repairs and new install, Fire hydrants, water mainline repairs/new install, new water wells, temporary asphalt repair and permanent. Material used included C900 piping and HDPE poly	Oct-19	\$	2,085,000.00	Prime	
Tuolumne City Water Main Replacement	Tuolumne Utilities District Gaddiel Demattei (209) 532-5536 ext. 519 GDeMattei@tudwater.com	Project included install of new water main and replacing water services. Majority of work included excavation within the right of way and included temporary paving work.	Sep-19	\$	524,560.00	Prime	
Kewin Mill Road Emergency Culvert Replacement Project	County of Tuolumne - Public Works Blossom Scott-Heim (209) 533-5904 bsh@tuolumnecounty.ca.us	Emergency excavation of damaged culvert and installation of 3 - 72" dia culvert pipes, off haul of unsuitable material, backfilled with slurry and rip rapped, roadway rebuilt and installation of new erosion control devices	May-19	\$	720,000.00	Prime	

ADDENDUM NO. 1

July 11, 2024

Project: Groveland Community Services District – Potable Water Storage and Distribution System Improvements Project

Owner: Groveland Community Services District
18966 Ferretti Rd,
Groveland, CA 95321

Engineer: AM Consulting Engineers
5150 N Sixth Street, Suite 124
Fresno, CA 93710
Attn: Alfonso Manrique, PE (559) 473-1371

This addendum forms a part of the Contract Documents. It modifies the original Plans and Specifications. It will be the responsibility of the General Contractor to submit the information contained in this addendum to all its subcontractors and suppliers. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

Part 1 - THE FOLLOWING QUESTIONS WERE RECEIVED FROM CONTRACTORS:

1.01 *Can we use the Tuolumne County SCADA integrator in lieu of ICAD?*

A. ICAD shall complete all integration work for this Project.

1. See revised bid schedule with ICADs associated costs for integration for the Project.

B. If delays are observed due to ICAD integration work, additional days will be added to the contract.

1.02 *Do you have a copy of the encroachment permit drawings and who will be responsible for providing the traffic control plan/traffic control infrastructure (Such as k-rail, signage, etc)?*

A. Per Section 015526 – Traffic Regulations, it is the contractor’s responsibility to develop, submit and receive approval for the Traffic Control Plan.

B. Contractor will be responsible for furnishing and installing all traffic control equipment required by the entity with jurisdiction over the roadway.

1. See Appendix A for the Caltrans encroachment permit plans with k-rail for traffic control displayed.

1.03 *Can you please provide the PG&E project manager’s contact information?*

A. Below lists the contact information for the PG&E project manager:

1. Milton Teaney | SNBR, Local Service Planning & Design – Merced

2. Electric Operations - Pacific Gas and Electric Company

3. 4155 E Childs Ave, | Merced CA 95341

4. ☎ 209-726-6312 (Off) | ☎ 559.240-2106 (Cell) | ✉ m2tv@pge.com

1.04 *Can you provide photos of the inside of the PLC cabinet?*

A. See Appendix B for images of the inside of the PLC cabinet.

1.05 *Can you please provide the As-Built Drawings for the AT&T tower?*

A. See Appendix C.

1.06 *When the PG&E pole is relocated, who is responsible for reconnecting the existing infrastructure that is on the existing pole?*

A. Per Drawing E-01, the contractor shall be responsible for reconnecting all existing power/communication wire from the new location to the current end location.

1. This includes the overhead communication wires being run through a new underground conduit from the relocated pole to the PLC cabinet.

2. Reconnection work includes the complete, in place, relocation of all existing electrical infrastructure mounted to the pole. This includes but is not limited to, testing to see which existing infrastructure is live, potholing to locate existing conduits (available as-builts provided in the contract document link), as well as the furnish and installation of new conduits/wiring for

power/communications. All wiring and conduits requiring replacement or relocation shall be replaced in kind.

1.07 Does the PLC cabinet need to stay active during construction of the proposed improvements?

- A. Yes, the PLC cabinet must stay active during the completion of the Project's scope of work.**
- B. Contractor shall be responsible for providing a standby generator for this to remain active.**

1.08 When is Notice to Proceed estimated to be issued?

- A. Notice to proceed shall be issued as soon as possible following award.**
- B. Award is estimated to occur in August 2024.**

1.09 Are there any staging areas that can be used for the Project?

- A. Material can be stored on the Project site, the Groveland CSD office, along roadside per Caltrans/Tuolumne County requirements, or per request by the Contractor.**
 - 1. Owner/Engineer shall approve of the proposed staging areas, in writing, before use.**
 - 2. The Groveland CSD is not responsible for any lost, stolen or damaged material or equipment that is stored onsite.**

Part 2 - MODIFICATIONS ARE BEING MADE TO THE CONTRACT DOCUMENTS. THE MODIFICATIONS ARE AS FOLLOWS:

2.01 Section 004100 – Bid Form, Article 5 – Basis of Bid, Paragraph 5.01 shall be deleted and replaced with the following:

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
Base Bid Items					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS		
2	Temporary Storage Tank Improvements – Storage Tank Site	1	LS		
3	Demolition – Storage Tank Site	1	LS		
4	Existing 140,000 Gal Storage Tank Miscellaneous Improvements – Storage Tank Site	1	LS		
5	New Chlorine Dosing System for Existing Storage Tank – Storage Tank Site	1	LS		
6	New 140,000 Gal Storage Tank Above Ground Epoxy Coated Bolted Steel Storage Tank – Storage Tank Site	1	LS		
7	New Chlorine Dosing System for New Storage Tank – Storage Tank Site	1	LS		
8	Earthwork, Site Grading and Site Resurfacing – Storage Tank Site	1	LS		
9	Modular Retaining Wall - Storage Tank Site	1	LS		
10	8-Inch Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS		
11	10-Inch Overflow Piping – Storage Tank Site	1	LS		
12	6-Inch Drain and 8-Inch Overflow Piping – Storage Tank Site	1	LS		
13	4-Inch Well Connection Piping – Storage Tank Site	1	LS		
14	Chain Link Fence and Gates – Storage Tank Site	270	LF		

Groveland Community Services District
 Potable Water Storage and Distribution System Improvements Project
 Addendum No. 1 – Modifications to Contract Documents

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Item Total
15	Culvert and Headwall Improvements - Storage Tank Site	45	LF		
16	Electrical & Instrumentation – Storage Tank Site	1	LS		
17	SCADA Integration - Storage Tank Site	1	LS	\$12,372.08	\$12,372.08
18	Traffic Control	1	LS		
19	Demolition – Water Distribution System	1	LS		
20	8-Inch Watermain – Water Distribution System	5,500	LF		
21	Watermain Fittings – Water Distribution System	125	EA		
22	Gate Valves – Water Distribution System	47	EA		
23	Fire Hydrants – Water Distribution System	10	EA		
24	Air Release Valves – Water Distribution System	5	EA		
25	Pressure Reducing Station – Water Distribution System	3	EA		
26	Rock Excavation	700	CY		
27	Preparation, Implementation and Management Of Stormwater Pollution Prevention Plan (SWPPP)	1	LS		
28	Tuolumne County Air Pollution Control District (Permit To Construct)	1	LS		
29	As-Built Drawings	1	LS		
Base Bid Total					
1	Exterior Tank Insulation/Coating (Existing Storage Tank) – Storage Tank Site	1	LS		
2	Exterior Tank Insulation/Coating (New Storage Tank) – Storage Tank Site	1	LS		
3	Retrofit Existing Storage Tank with New Inlet/Outlet & Circulation Piping – Storage Tank Site	1	LS		
4	8-Inch Water Main Extension & Existing 4-Inch Water Main Demolition/Abandonment - Water Distribution System	1	LS		
Bid Additive Total					
Base Bid Plus All Additives Total					

Total Base Bid Price _____ (\$ _____)
(use words)

Total Bid Additive Price _____ (\$ _____)
(use words)

Total Base Bid plus Additives Price _____ (\$ _____)
(use words)

Part 3 - MODIFICATIONS ARE BEING MADE TO THE TECHNICAL SPECIFICATIONS. THE MODIFICATIONS ARE AS FOLLOWS:

3.01 Section 012200, Paragraph 1.17 – SCADA Integration – Storage Tank shall be revised as follows:

A. Bid item #17 – SCADA INTEGRATION – Storage Tank Site

1. This is a lump sum bid item for the complete, fully operational integration of the new storage tank pressure transmitter, **two new dosing pumps and new/existing storage tank mixer** into the Groveland CSD existing SCADA system as shown on the Plans and as specified in these technical specifications.
2. All SCADA integration shall be included in this bid item and all SCADA integration work shall be completed by ICAD.
 - a. Contractor shall receive a proposal from ICAD for the completion of this work.
 - b. See Section 404500 for more information.

3.02 Section 404500 – Plant Control and SCADA Systems, Paragraph 1.10 (A), shall be revised as follows:

A. New Storage Tank - Pressure Transmitter (PT-110):

1. Automatic operation:
 - a. Automatic signal from pressure transmitter
 - b. Maximum day, and average day water level will be required.
 - c. Alarm for power failure
2. Interconnection with existing Booster Pump Station:
 - a. Ability for manual operation of the existing Booster Pumps at the pump station.
 - b. Automatic operation to Booster Pumps:
 - Set points on Pressure Transmitter for Booster Pump Station Activation: PT-110
 - Low Low level alarm TBD
 - Level 1 Alarm
 - Low level alarm TBD
 - Start pump TBD
 - High level alarm TBD
 - Stop pumps TBD
 - **Rapid water level drop to start pumps RATE TBD**
3. There is the potential for additional requirements to be determined in the field.
4. Interconnection with existing pressure transmitter:

- a. A hardware switch (selection of both pressure transmitters, new tank pressure transmitter or existing tank pressure transmitter) or programmable software logic shall be included to provide use of both pressure transmitter data when both tanks are active or only one pressure transmitter data while one tank is shut down for maintenance.

3.03 *Following Section 404500 – Plant Control and SCADA Systems, Paragraph 1.10 (A), the following information shall be added:*

A. Existing Storage Tank Dosing Pump

1. Ability for manual operation of the dosing pump at the pump.
2. Remote operation of the dosing pump via SCADA.
 - a. Ability to turn on and off the dosing pump.
 - b. Display status of dosing pump.
3. There is the potential for additional requirements to be determined in the field.

B. New Storage Tank Dosing Pump

1. Ability for manual operation of the dosing pump at the pump.
2. Remote operation of the dosing pump via SCADA.
 - a. Ability to turn on and off the dosing pump.
 - b. Display status of dosing pump.
3. There is the potential for additional requirements to be determined in the field.

C. Existing Storage Tank Mixer

1. Ability for manual operation of the tank mixer at the storage tank.
 - a. Display status of tank mixer.
2. There is the potential for additional requirements to be determined in the field.

D. New Storage Tank Mixer

1. Ability for manual operation of the tank mixer at the storage tank.
 - a. Display status of tank mixer.
2. There is the potential for additional requirements to be determined in the field.

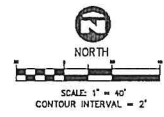
Part 4 - MODIFICATIONS ARE BEING MADE TO THE PLANS. THE MODIFICATIONS ARE AS FOLLOWS:

4.01 *Drawing E-01 (Sheet 33) shall be deleted and replaced with the enclosed drawings.*

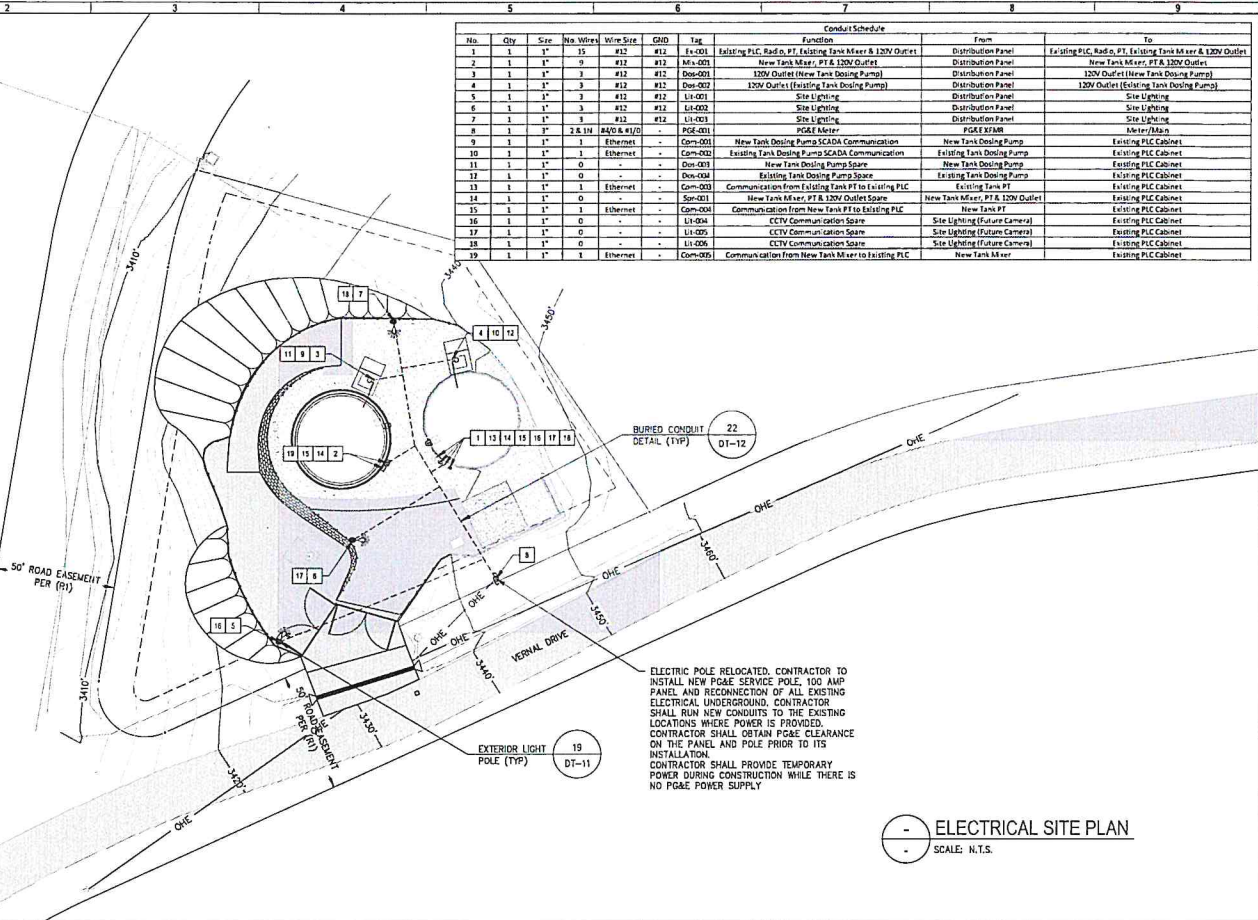
- A. Revisions made are the addition of a communication conduit/wire for the new tank mixer to the existing PLC cabinet (No. 19).

CONSTRUCTION NOTE:

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE AND IN PLACE CONNECTION OF THE PRESSURE TRANSMITTERS, DOSING PUMP PROPOSED AT THE NEW STORAGE TANK AND THE NEW DOSING PUMP FOR THE EXISTING STORAGE TANK TO THE EXISTING PLC/RADIO AT THE EXISTING TANK.
- ICAD INC. WILL BE RESPONSIBLE FOR ALL INTEGRATION OF THE NEW INPUTS INTO THE GROVELAND CSD SYSTEM. CONTRACTORS SHALL COORDINATE WITH ICAD INC. FOR THIS WORK AND INCLUDE COSTS FOR THIS IN THEIR BID PACKAGE.
- ALL 90° ELBOWS SHOWN SHALL BE LONG RADIUS ELBOWS.



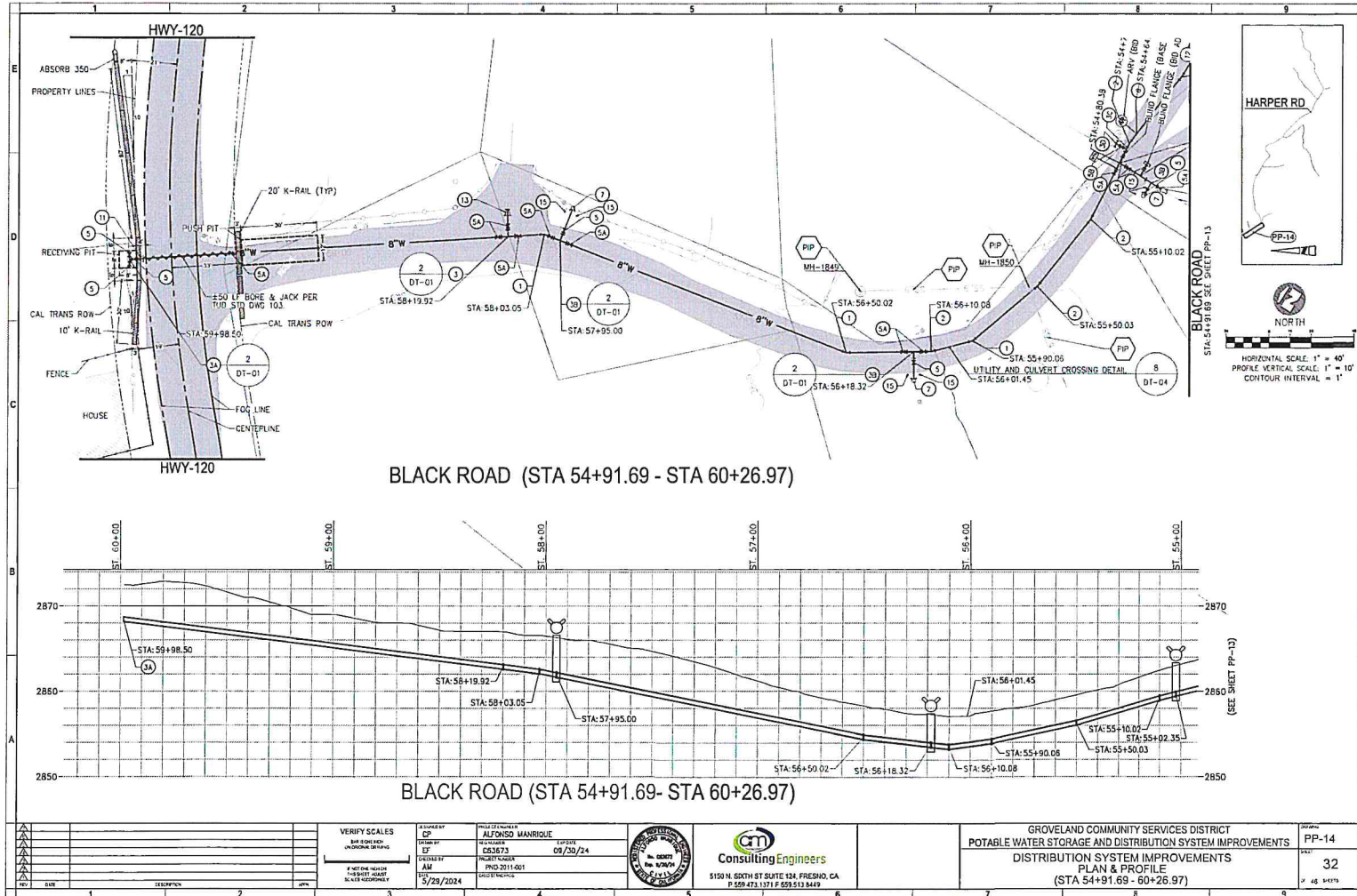
No.	Qty.	Size	No. Wires	Wire Size	GHZ	Tag	Function	From	To
1	1	1"	25	#12	#12	EX-001	Existing PLC, Radio, PT, Existing Tank Meter & 120V Outlet	Distribution Panel	Existing PLC, Radio, PT, Existing Tank Meter & 120V Outlet
2	1	1"	9	#12	#12	MS-001	New Tank Meter, PT & 120V Outlet	Distribution Panel	New Tank Meter, PT & 120V Outlet
3	1	1"	3	#12	#12	DS-001	120V Outlet (New Tank Dosing Pump)	Distribution Panel	120V Outlet (New Tank Dosing Pump)
4	1	1"	3	#12	#12	DS-002	120V Outlet (Existing Tank Dosing Pump)	Distribution Panel	120V Outlet (Existing Tank Dosing Pump)
5	1	1"	3	#12	#12	LI-001	Site Lighting	Distribution Panel	Site Lighting
6	1	1"	3	#12	#12	LI-002	Site Lighting	Distribution Panel	Site Lighting
7	1	1"	3	#12	#12	LI-003	Site Lighting	Distribution Panel	Site Lighting
8	1	1"	2 & 1W	RA0 & #10D	-	PG&E-001	PG&E Meter	PG&E METER	Meter/Main
9	1	1"	1	Ethernet	-	Com-001	New Tank Dosing Pump SCADA Communication	New Tank Dosing Pump	Existing PLC Cabinet
10	1	1"	1	Ethernet	-	Com-002	Existing Tank Dosing Pump SCADA Communication	Existing Tank Dosing Pump	Existing PLC Cabinet
11	1	1"	0	-	-	DS-003	New Tank Dosing Pump Spare	New Tank Dosing Pump	Existing PLC Cabinet
12	1	1"	0	-	-	DS-004	Existing Tank Dosing Pump Spare	Existing Tank Dosing Pump	Existing PLC Cabinet
13	1	1"	1	Ethernet	-	Com-003	Communication from Existing Tank PT to Existing PLC	Existing Tank PT	Existing PLC Cabinet
14	1	1"	0	-	-	SP-001	New Tank Meter, PT & 120V Outlet Spare	New Tank Meter, PT & 120V Outlet	Existing PLC Cabinet
15	1	1"	1	Ethernet	-	Com-004	Communication from New Tank PT to Existing PLC	New Tank PT	Existing PLC Cabinet
16	1	1"	0	-	-	LI-004	CCTV Communication Spare	Site Lighting (Future Camera)	Existing PLC Cabinet
17	1	1"	0	-	-	LI-005	CCTV Communication Spare	Site Lighting (Future Camera)	Existing PLC Cabinet
18	1	1"	0	-	-	LI-006	CCTV Communication Spare	Site Lighting (Future Camera)	Existing PLC Cabinet
19	1	1"	1	Ethernet	-	Com-005	Communication from New Tank Meter to Existing PLC	New Tank Meter	Existing PLC Cabinet



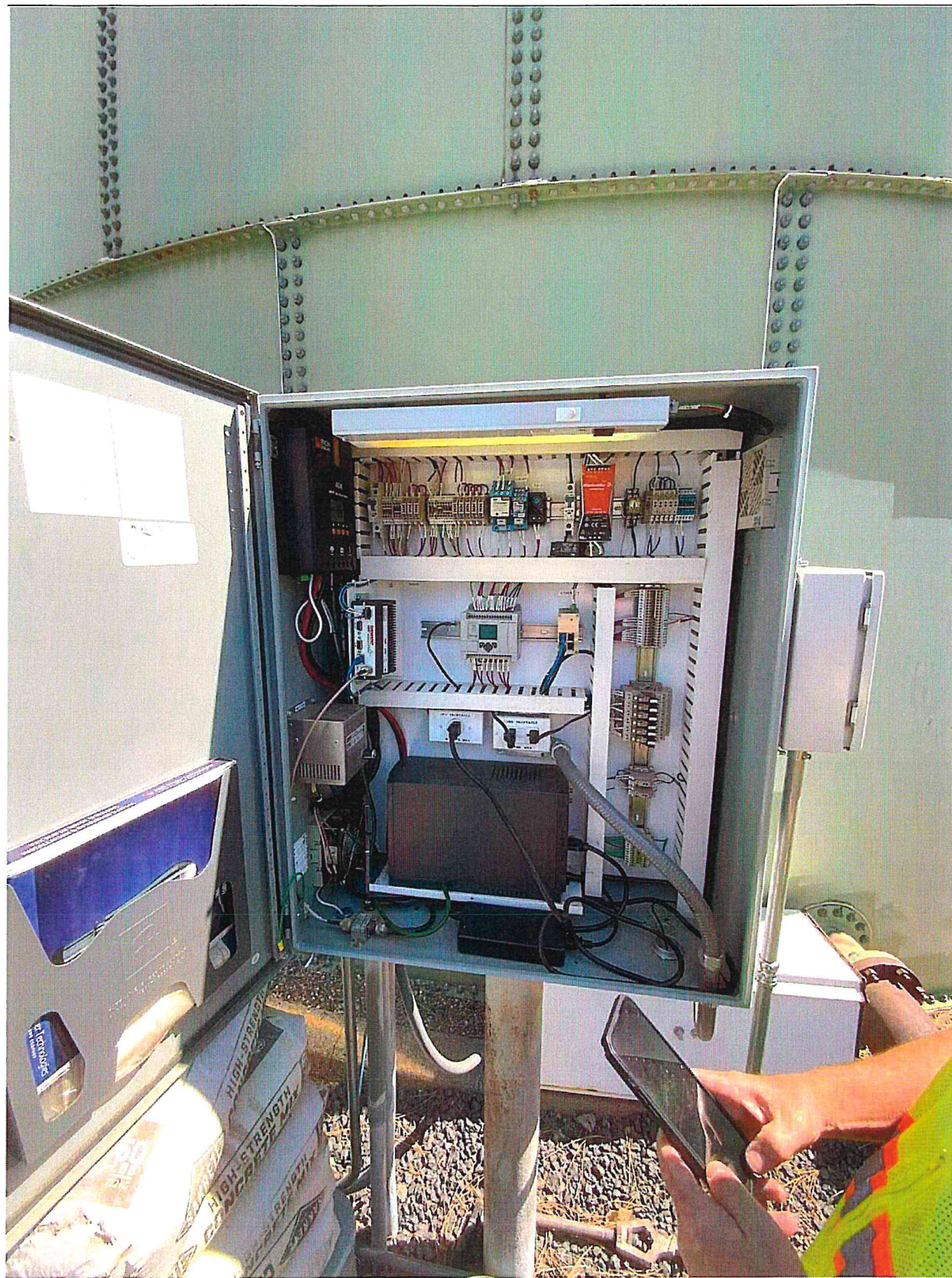
ELECTRICAL SITE PLAN
SCALE: N.T.S.

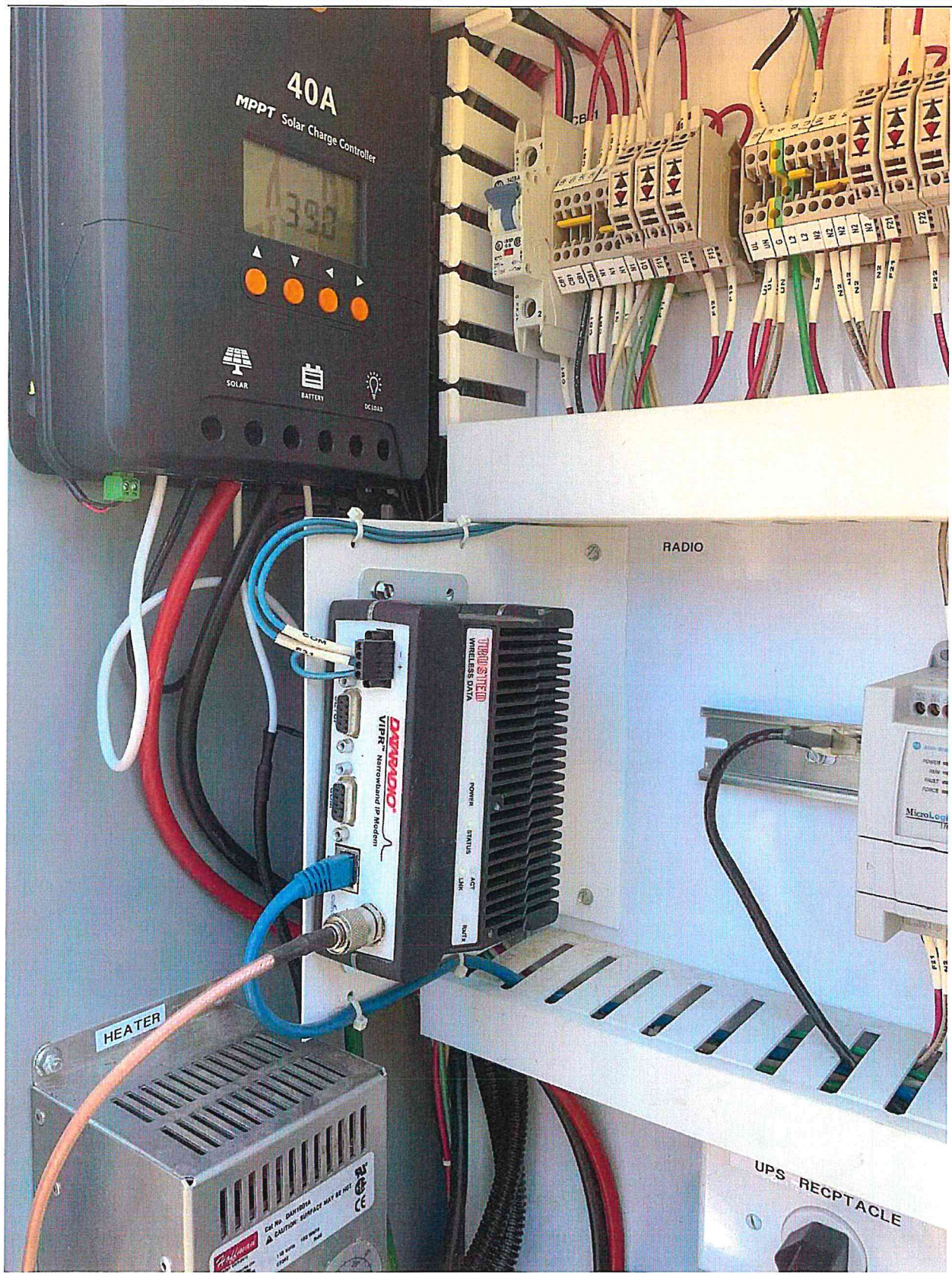
<p>VERIFY SCALES</p> <p>DATE: 7/11/2024</p>	<p>DESIGNED BY: ALFONSO MANRIQUE</p> <p>CHECKED BY: ET</p> <p>DATE: 09/20/24</p>		<p>GROVELAND COMMUNITY SERVICES DISTRICT</p> <p>POTABLE WATER STORAGE AND DISTRIBUTION SYSTEM IMPROVEMENTS</p> <p>POTABLE WATER STORAGE IMPROVEMENTS</p> <p>ELECTRICAL SITE PLAN</p>	<p>PROJECT NO: E-01</p> <p>DATE: 7/11/24</p> <p>33</p>
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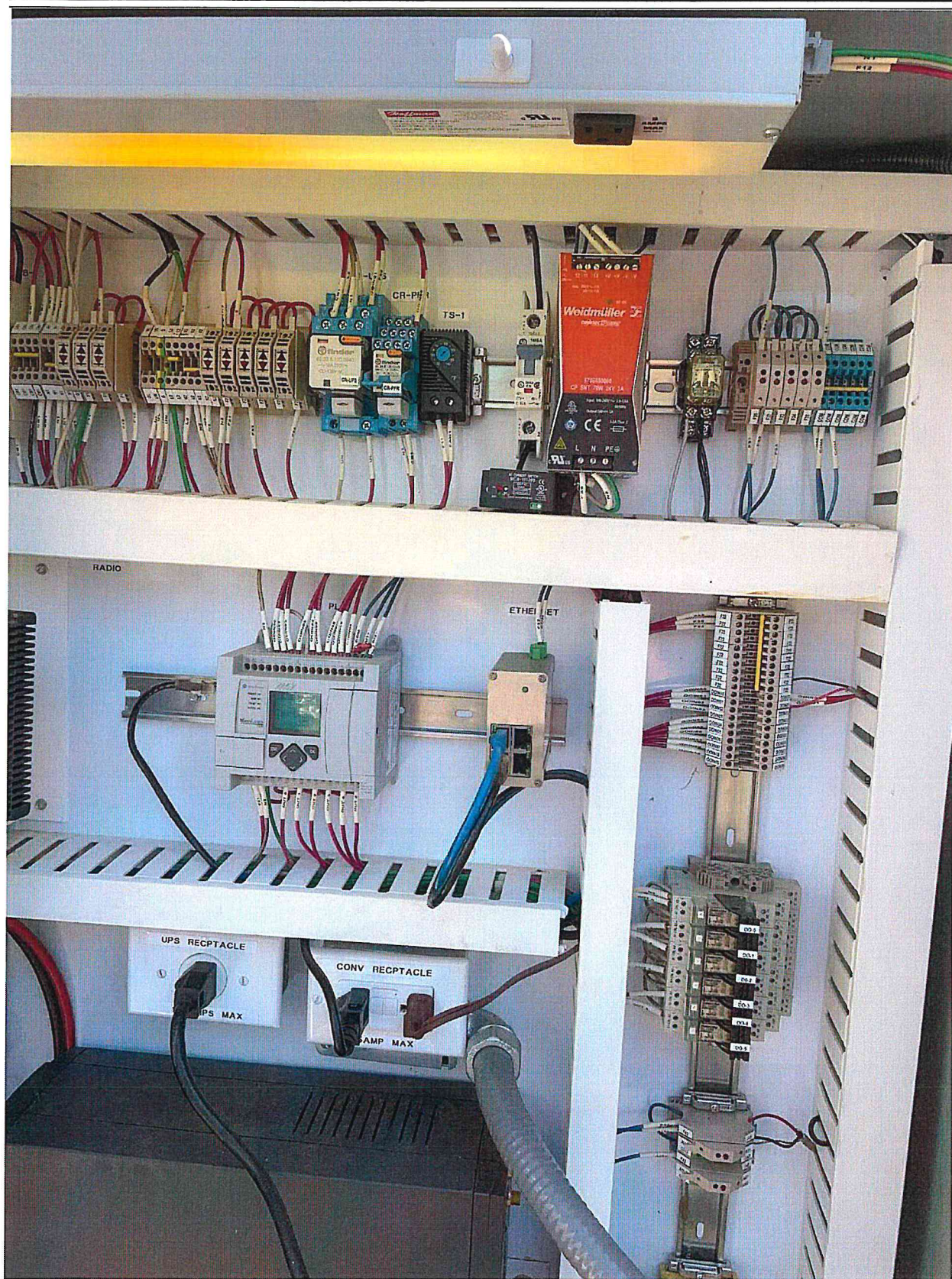
Appendix A
Caltrans Encroachment Permit Plans



Appendix B
PLC Cabinet Photos





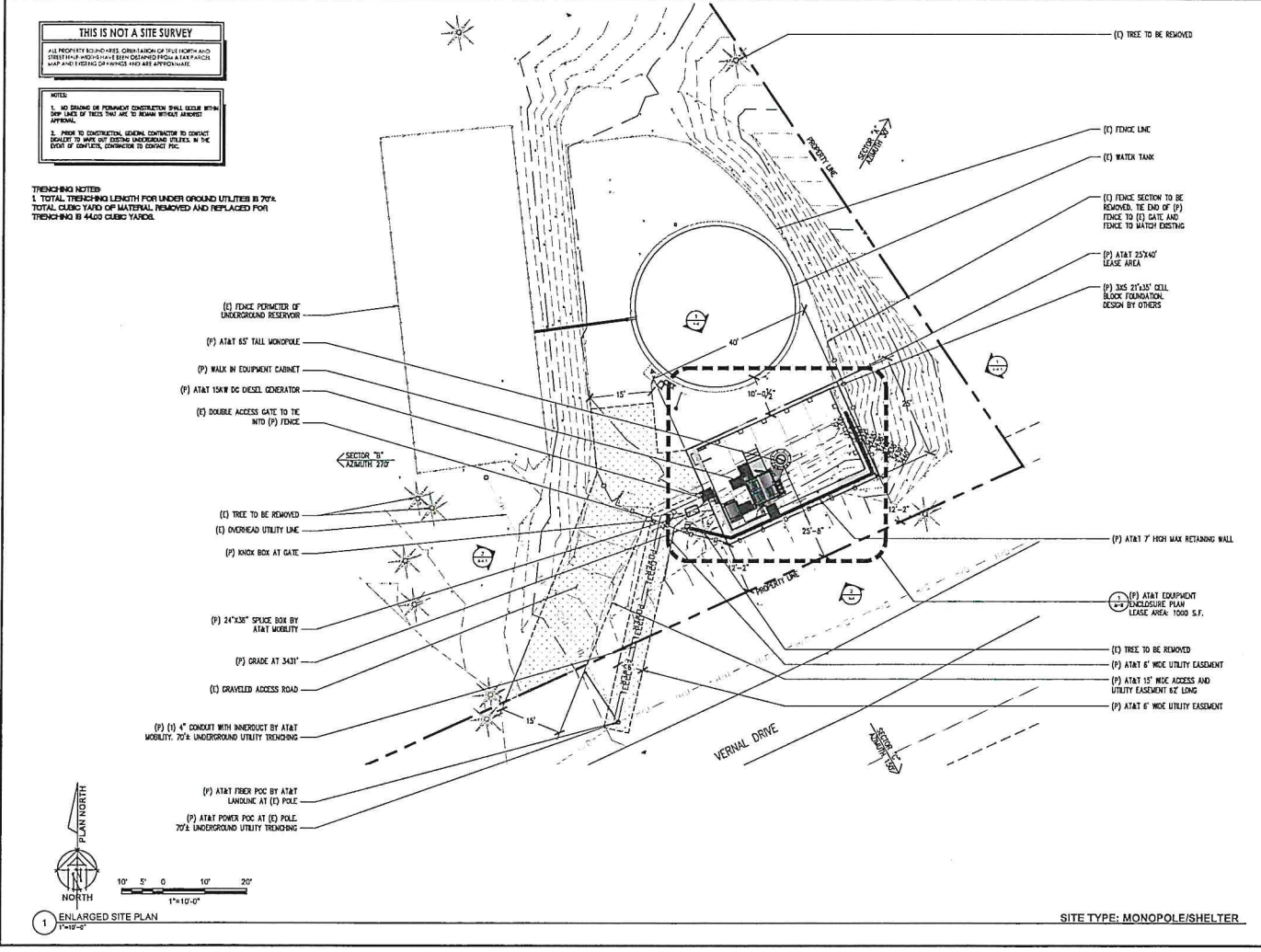


Appendix C
AT&T Tower As-Builts

THIS IS NOT A SITE SURVEY
 ALL PROPERTY BOUNDARIES, CORNER MARKS OF THIS PROPERTY AND STREET FRONT WIDTHS HAVE BEEN OBTAINED FROM A SAN FRANCISCO MAP AND THE LOCATION OF WHICH ARE APPROPRIATE.

NOTES
 1. NO DRIVING OR PRIMARY CONSTRUCTION SHALL OCCUR WITHIN 500' LATERAL OF TREES THAT ARE TO REMAIN WITHOUT AIRBORNE APPROVAL.
 2. PRIOR TO CONSTRUCTION GENERAL CONTRACTOR TO CONTACT BUREAU TO VERIFY EXISTING UNDERGROUND UTILITIES IN THE ZONE OF CONFLICT, CONTRACTOR TO CONTACT PUC.

TRENCHING NOTES
 1. TOTAL TRENCHING LENGTH FOR UNDERGROUND UTILITIES IS 7074'. TOTAL CUBIC YARD OF MATERIAL REMOVED AND REPLACED FOR TRENCHING IS 4420 CUBIC YARDS.



PROJECT FOR
GROVELAND
 16790 VERNAL DRIVE
 GROVELAND, CA 95321

PREPARED FOR
at&t
 2400 Central Expressway, 4th Floor
 San Jose, California, 95128

PROJECT NO. C1003047
 PROJECT NO. 13787676
 DRAWN BY: CES
 CHECKED BY: CES

NO.	REVISION	DATE	DESCRIPTION

DATE: 08/15/07

LOCATION: GROVELAND, CALIFORNIA
 No. 84874
 CIVIL ENGINEER

Engineer:
ADAPTIVE RE-USE ENGINEERING
 Craig Homer, FE 64674
 214 407 3184
 3171 LEA-HA WAY
 SACRAMENTO, CA 95831
 craighomer@yahoo.com

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER:
A-1.1



TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 10, 2024

SUBJECT: Agenda Item 6C: Adoption of a Resolution Authorizing the Submission of a Cybersecurity Application through the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA) for the Replacement of the District's Radios and Programable Logical Control Systems

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 26-2024 Authorizing the Submission of a Cybersecurity Application through the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA) for the Replacement of the District's Programable Logical Control Systems.

BACKGROUND:

As cyber threats become increasingly sophisticated, special districts face growing challenges remaining cybersecure. The State and Local Cybersecurity Grant Program (SLCGP) is a federal initiative designed to help state, local, tribal, and territorial governments enhance their cybersecurity capabilities, mitigate risks, and build more resilient systems. The State and Local Cybersecurity Grant Program is part of a larger federal effort to improve cybersecurity across the United States. Managed by the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA), the program provides funding to state and local governments to strengthen their cybersecurity posture. The goal is to help them reduce vulnerabilities, respond to incidents more effectively, and build the necessary capacity to protect critical infrastructure and public services.

The State of California has released \$19 million in State and Local Cybersecurity Grant Program (SLCGP) funding that local governments may apply for by Friday, September 27.

This is the first time California has provided funds for the SLCGP. The funds provided are for the SLCGP FY22 and FY23 grant funding years. Grant funds can cover up to \$250,000 in costs from December 1, 2024, through December 31, 2026. There is no match for this grant if awarded.

The District's current SCADA Radios do not meet security requirements needed for password protected and encrypted transmission of data and the District needs to replace older Programmable Logical Controllers (PLC) in our SCADA network that do not meet security requirements for password protection and encryption of open traffic. If awarded the \$250,000 will be used to offset the cost to replace these District assets.

Staff recommends the authorization for the support to submit a Cybersecurity Application through the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA) for the Replacement of the District's Programmable Logical Control Systems.

ATTACHMENTS:

1. Resolution 26-2024

RESOLUTION 26-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE SUBMISSION OF A CYBERSECURITY APPLICATION THROUGH THE DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE CYBERSECURITY AND INFRASTRUCTURE SECURITY AGENCY (CISA) FOR THE REPLACEMENT OF THE DISTRICT'S RADIO'S AND PROGRAMABLE LOGICAL CONTROL SYSTEMS

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 State and Local Cybersecurity Grant Program (SLCGP) is a federal initiative designed to help state, local, tribal, and territorial governments enhance their cybersecurity capabilities, mitigate risks, and build more resilient systems; and

WHEREAS, managed by the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA), the program provides funding to state and local governments to strengthen their cybersecurity posture; and

WHEREAS, grant funds can cover up to \$250,000 in costs from December 1, 2024, through December 31, 2026. There is no match for this grant if awarded; and

WHEREAS, the District's current SCADA Radios do not meet security requirements needed for password protected and encrypted transmission of data and the District needs to replace older Programable Logical Controllers (PLC) in our SCADA network that do not meet security requirements for password protection and encryption of open traffic. If awarded the \$250,000 will be used to offset the cost to replace these District assets.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby Adopt Resolution 26-2024 Authorizing the Submission of a Cybersecurity Application through the Department of Homeland Security (DHS) and the Cybersecurity and Infrastructure Security Agency (CISA) for the Replacement of the District's Radio's and Programable Logical Control Systems.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 10, 2024, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 10, 2024.

DATED: _____



TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 10, 2024

SUBJECT: Agenda Item 6D: First Reading: Required Amendment to the District’s Water Ordinance Article VIII of the Ordinance No. 2-17 “Cross Connection Control” by adding new sections (8.1.8 Recordkeeping, 8.1.9 Backflow Incident Response, and Reporting, 8.1.10 Public Outreach and Education, and 8.1.11 Local Entity Coordination)

RECOMMENDED ACTION:

Staff recommends the following action:

I move to direct Staff to schedule and publish notice of a public hearing to be held at the October 8, 2024, Regular Board Meeting to receive comments on an amendment to Article VIII of the Ordinance No. 2-17 “CROSS CONNECTION CONTROL” to comply with the new State Regulations for Cross Connection Control Program.

BACKGROUND:

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

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

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

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

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

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

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

ATTACHMENTS:

1. Article VIII Cross Connection Control Program

ARTICLE VIII.

Cross Connection Control

Section 8.1. Cross-connection control.

8.1.1. Purpose. The GCSD Board declares that the purpose of this section is to protect the public water supply against actual or potential cross-connections by:

8.1.1.1. Requiring abandonment of private wells before premises connect to GCSD water supply or by isolating within the premises contamination or pollution that may occur because of some undiscovered or unauthorized cross-connection on the premises; or the installation of a GCSD approved backflow prevention device will be required;

8.1.1.2. To eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption;

8.1.1.3. To eliminate cross-connection between the drinking water systems and other sources of water or process water used for any purpose whatsoever which jeopardize the safety of the drinking water supply, or the installation of an approved Backflow Prevention Device;

8.1.1.4. To prevent the making of cross-connections in the future;

8.1.1.5. To protect the drinking water supply within the premises, where plumbing defects or cross-connections may endanger the drinking water supply available on the premises;

8.1.2. This section is to be reasonably interpreted. It is the intent of this section to recognize that there are varying degrees of hazard and to apply the principle that the degree of protection should be commensurate with the degree of hazard as determined by the District.

8.1.3. Definitions. For the purpose of this section 8.1, the following words and phrases shall have the meaning respectively ascribed to them by this section:

8.1.3.1. “Air-gap separation” means a physical break between a supply pipe and a receiving vessel. The air-gap shall be at least 2.5 times the diameter of the supply pipe, measured vertically above the top rim of the vessel. Supply pipes less than one-inch diameter shall have a minimum air-gap of 2.5 inches.

8.1.3.2. “Approved” means as approved by GCSD and, where appropriate, Tuolumne County.

8.1.3.3. “Backflow prevention assembly” or “BPA” means a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.

8.1.3.4. “Backflow prevention assembly tester” means a person who is certified as a backflow prevention assembly tester.

8.1.3.5. “Double check-valve assembly” means an Approved assembly of two independently acting, approved check valves, including tightly closing shut-off valves on each end of the check-valve assembly and suitable connections available for testing the water tightness of each valve. To be approved these devices must be readily accessible for maintenance and testing and in no case shall be less than 12 inches above the flood level of the surrounding ground or floor and in a location where no part of the assembly will be submerged.

8.1.3.6. “Reduced pressure principle backflow prevention device” means an Approved device incorporating two or more independently acting, approved check valves and an automatically operating differential relief valve located between the two checks, two shut-off valves, and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves less than the pressure on the public water supply side of the device. At cessation of normal flow, the pressure between check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere thereby providing an air-gap in the device. To be approved, these devices must be readily accessible for maintenance and testing and installed not less than 12 inches above the flood level of the surrounding ground or floor in a location where no part of the valves max height will be submerged.

8.1.3.7. “Water supply” means any water supply Approved by the GCSD.

8.1.3.8. “Auxiliary water supply” means an Approved water supply originating on the premises that is used exclusively for fire protection or irrigation and is not connected in any manner to the domestic supply system on the premises. An auxiliary supply shall be a water supply that has been developed exclusively for the purpose of either fire protection or irrigation or both. The presence of an auxiliary water supply will require the installation of a GCSD approved backflow prevention device.

8.1.3.9. “Cross-connection” means any physical connections between the piping system from the GCSD service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the GCSD distribution mains.

8.1.3.9. “Health hazard” means an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer’s potable water system to such a degree or intensity that there would be a danger to health.

8.1.3.10. “Pollution hazard” means an actual or potential threat to the physical properties of the water system or the potability of the public water supply but which would not constitute a health or system hazard as defined.

8.1.3.11. “System hazard” means an actual or potential threat of severe damage to the public potable water system, or the consumer’s potable water system, or of a pollution or contamination which would have a protracted effect on the quality of potable water in the system.

8.1.3.12. “Swivel-Ell” means a reduced pressure principle backflow prevention assembly combined with a changeover piping configuration (swivel-ell connection) designed and constructed pursuant to this Chapter.

8.1.3.13. “Well” means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. This definition shall not include:

(a) Oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; or

(b) Wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments.

8.1.4. “Abandonment of Wells”.

8.1.4.1. The owner of property upon which a private well is located shall destroy the well at their expense before being connected to the GCSD Public Water System, or the installation of a GCSD approved backflow prevention device will be required and subject to ongoing maintenance requirements and fees.

8.1.4.2. Abandoned wells shall be destroyed in accordance with the “Well Destruction” standards as set forth in Tuolumne County Well Ordinance 443, Section 3-310, or as subsequently revised or supplemented.

8.1.4.3. The destruction of an abandoned well shall be inspected by and completed to the satisfaction of the Tuolumne County and the GCSD.

8.1.5. Protection of Public Water System at Service Connection. No water service connection to any premises shall be installed or maintained by the GCSD unless the water supply is adequately protected in accordance with the requirements and regulations of Title 17 of the California Administrative Code and these regulations:

8.1.5.1. Each service connection from the public water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system.

8.1.5.2. Each service connection from the public water system for supplying water to premises on which any substance is or may be handled in such fashion as to permit entry into the water system shall be protected against backflow of the substance from the premises into the public system. This shall include the handling of process water and waters originating from the public water supply system which have been subject to deterioration in sanitary quality.

8.1.5.3. Approved backflow prevention devices shall be installed on service connections to any premises where internal cross-connections exist.

~~8.1.5.4. The District property owner coordinates, schedules and conducts annual testing and/or maintenance that will be billed to the property owner. The Property owner can choose to test and maintain of the protective device, completed by with a certified backflow Tester certified from CA by CA/NV AWWA, and must submit results to the District annually, in accordance with the schedule established by the District.~~

8.1.6. Types of Protection.

8.1.6.1. The protection device required shall depend upon the degree of hazard. An air-gap separation or a reduced pressure backflow prevention device shall be used where there is an existing or potential health or system hazard. A double check-valve assembly may be used where there is an existing or potential pollution hazard determined by the District.

8.1.6.2. The public water system shall be protected at the service connection as specified below at the cost of the Property Owner:

(a) At the service connection to any premises where there is allowed an auxiliary water supply, handled in a separate piping system with no known or easily established cross connection, the public water supply shall be protected by an approved double check-valve assembly. When the auxiliary water supply may be contaminated, an air-gap or approved reduced pressure principle backflow prevention device shall be installed at the service connection.

(b) At the service connection to any premises on which a substance that would be objectionable, but not hazardous to health, if introduced into the public water supply, is handled so as to constitute a cross-connection, the public water supply shall be protected by an approved double check-valve assembly.

(c) At the service connection to any premises on which there is an auxiliary water supply where cross-connections are known to exist, the public water supply shall be protected by an approved reduced pressure principle backflow prevention device.

(d) At the service connection to any premises on which a material dangerous to health or toxic substance in toxic concentration is or may be handled in such a manner as to permit its entry into the water system, the public water supply shall be protected by an air-gap separation. The air-gap shall be located as close as practicable to the meter and all piping between the meter and receiving

tank shall be entirely visible. If these conditions cannot be reasonably met, the public water supply shall be protected with an approved reduced pressure principle backflow prevention device, providing the alternative is acceptable to both the GCSD and the Tuolumne County health officer.

(e) At the service connection to any sewage treatment plant, sewage pumping station, or storm water pumping station, the public water supply shall be protected by an air-gap separation. The air-gap shall be located as close as practicable to the meter and all piping between the meter and receiving tank shall be entirely visible. If these conditions cannot be reasonably met, the public water supply shall be protected with an approved reduced pressure principle backflow prevention device, providing there are no direct connections to sewage pumps or waste lines and this alternative is acceptable to both the GCSD and county health officer. Final decision in this matter shall rest with the State Department of Health.

(f) At the service connection to hospitals, medical buildings, mortuaries and other premises where the county health officer and/or the GCSD determines that a special hazard exists, the public water supply shall be protected by an approved reduced pressure principle backflow device.

(g) Where a health or safety hazard exists on a premises by reason of any existing plumbing installation, or lack thereof, the owner or his agent shall install additional plumbing or make such connection as deemed necessary to abate the hazard and bring the plumbing system into compliance with applicable provisions of this chapter.

8.1.6.3. All Customers with existing and future service connections to ~~its~~ the District's water system shall be subject to the following:

(a) Inspection of all premises for plumbed cross-connections or other actual or potential backflow hazards including but not limited to auxiliary water systems such as private wells, landscape irrigation systems, water-using commercial or industrial equipment, stock-watering facilities, hot tubs, pools, solar panels and HVAC heat exchangers.

(b) Installation of a backflow prevention devices approved by the District as a condition of water service where required by the General Manager. Any premises without an approved backflow prevention device and/or cross connection control shall be subject to shut off and discontinuance of water service. Discontinue water service immediately upon detection of an imminent sanitary threat to the District water supply due to an actual or potential backflow situation on any customer premises, including normal charges for resumption of service and reconnection of a discontinued service after customer fully compliance with District backflow prevention requirements.

(c) All backflow prevention devices shall be installed at or near water service connections (adjacent to water meter) or when such installation is impractical as determined by the General Manager, at another location as determined by the General Manager.

(d) All backflow prevention devices shall be subject to regular inspection as determined by the General Manager and testing upon installation, annual testing and repair or replacement as needed.

(e) The Customer shall be responsible for maintaining and all repairs necessary to insure proper operation of the backflow prevention device at all times.

(f) All backflow prevention devices determined by the District to require major repairs or replacement shall be repaired or replaced at the expense of the Customer.

8.1.6.4. The property owner or consumer who is responsible for any protective device installed on a fire protection system shall have such device inspected and tested in accordance with requirements of the GCSD and county health department. The GCSD shall be furnished with a copy of the test result on an annual basis by July 1st. Persons testing protective devices shall be qualified and approved by the GCSD and county department of public health.

8.1.7. Failure to Comply. Failure to comply with any part of this section may be cause for the discontinuance of water service by the GCSD and/or the county department of public health. The GCSD shall give notice in writing of any violations of this chapter to the property owner and consumer. If no action is taken within 10 days after such notice has been mailed or delivered in person, the GCSD may discontinue delivery of water. If it is determined by either the GCSD or the Tuolumne County health officer that any immediate hazard exists as a result of failure to comply, the GCSD may immediately discontinue service to the premises. Delivery of water shall not be resumed until a protective device has been properly installed and approved as provided in this section.

8.1.7.1 In the event the property owner does not complete and provide documentation of the required annual backflow prevention device testing in accordance with the schedule and deadlines prescribed by the District, the District may contract for the testing of the device and bill all associated costs to the Property owner.

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

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

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

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



TO: GCSB Board of Directors

FROM: Jennifer Donabedian, Administrative Services Manager

DATE: September 10, 2024

SUBJECT: Agenda Item 6E: Adoption of a Resolution Authorizing the Execution and Delivery by the District of an Installment Purchase Contract and Authorizing the Execution of other Necessary Documents and Other Actions Related to the Purchase of Employee Housing

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 27-2024 Authorizing the Execution and Delivery by the District of an Installment Purchase Contract and Authorizing the Execution of other Necessary Documents and Other Actions Related to the Purchase of Employee Housing.

BACKGROUND:

Due to the lack of rental properties located near the District, and the associated difficulties experienced in the attraction and retention of employees, the District is pursuing the purchase of residential properties to provide temporary rental housing. Bottom line, there are no rentals due to the rapid increase in popularity of short-term rentals. In addition, the cost of purchasing the available homes in Groveland is far beyond the financial means of the majority of our employees, especially those in our utility operations where living close to the District is required.

The District desires to finance certain acquisitions of property for employee housing from the proceeds of a tax-exempt borrowing from EverBank, N.A. The borrowing will be structured as an Installment Purchase Contract through which EverBank, N.A. will provide funds to acquire property and the District will repay the borrowed funds (solely from net revenues of the District's water and wastewater enterprises) on an installment basis, with annual payments due on September 17 of each year from 2025 through 2039.

Kutak Rock LLP, the District's bond counsel, has drafted an Installment Purchase Contract and negotiated the terms thereof with EverBank, N.A. and its counsel. Kutak Rock LLP has also worked with staff to prepare a resolution approving the Installment Purchase Contract and authorizing the District to execute related closing documents, including a tax certificate.

The Installment Purchase Contract will be entered into with Municipal Finance Corporation, a California nonprofit public benefit corporation, which will assign its right to receive installment payments to EverBank, N.A.

Under the Installment Purchase Contract, funds in the amount of \$310,555.00 (representing the amount borrowed (\$340,555.00) less fees of Kutak Rock LLP, Municipal Finance Corporation and EverBank, N.A.'s counsel), will be made available to the District immediately upon closing.

The Installment Purchase Contract includes the following provisions:

- (i) a description of the procedure by which the General Manager may requisition funds to pay for property purchases;
- (ii) a pledge of net revenues (i.e., revenues remaining after payment of operation and maintenance costs) of the District's water and wastewater enterprise to repay the installment payments;
- (iii) a covenant not to enter into additional debt except in compliance with the same conditions that the District is currently bound by under its 2019 and 2021 financings;
- (iv) a covenant to set water and wastewater rates and charges at levels that are expected to generate sufficient net water and wastewater revenues to cover payments due under the 2019 and 2021 financings as well as the Installment Purchase Contract;
- (v) a description of events of default; and
- (vi) a description of the conditions under which the District may prepay the installment payments prior to maturity in 2039.

Adoption of the approving resolution will authorize the District to execute the Installment Purchase Contract and related documents and to close the financing. Closing is currently anticipated to occur on September 17, 2024.

ATTACHMENTS:

1. Installment Purchase Contract
2. Resolution 27-2024

FINANCIAL IMPACT:

\$340,555 principle loan with 15 Year Term at 4.9% Tax Exempt Interest Rate. Could incur \$148,271.73 in interest over the term of the loan. Annual loan payment obligation is \$32,588.45. No prepayment penalty after year 7.

INSTALLMENT PURCHASE CONTRACT

between the

GROVELAND COMMUNITY SERVICES DISTRICT

and

MUNICIPAL FINANCE CORPORATION

Dated as of September 1, 2024

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INSTALLMENT PURCHASE CONTRACT

This INSTALLMENT PURCHASE CONTRACT, dated as of September 1, 2024 (the “**Installment Purchase Contract**”), is entered into by and between the GROVELAND COMMUNITY SERVICES DISTRICT, a community services district that duly organized and validly existing under the laws of the State of California (the “**District**”), and MUNICIPAL FINANCE CORPORATION, a corporation that is duly organized and validly existing under the laws of the State of California (the “**Corporation**”).

RECITALS

A. The District is authorized by the laws of the State of California, including but not limited to Government Code Section 61060(d), (h) and (n), to acquire property and facilities for the benefit of the District and to finance the acquisition, construction and installation of such property and facilities through the execution of installment purchase contracts.

B. Due to the lack of rental homes within District boundaries and the south Tuolumne County region, the District has determined it to be operationally necessary to purchase property for the purpose of offering temporary rental housing for its employees (the “**Project**”).

C. The District proposes to finance the acquisition of the Project.

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

E. The Corporation has agreed to assist the District in financing the Project.

F. The District and the Corporation have duly authorized the execution of this Installment Purchase Contract.

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

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

ARTICLE I. DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes hereof, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein have the meanings defined herein, the following

definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

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

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

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

“Act” means the California Community Services District Law (Division 3 of Title 6 of the Government Code of the State of California, commencing with Section 61000).

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

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

“Assignment Agreement” means the Assignment Agreement, dated as of September 1, 2024, by and between the Corporation and the Lender relating to this Installment Purchase Contract.

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

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

“Closing Date” means September 17, 2024.

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

“Debt Service” means, for any Fiscal Year, the sum of: (i) the Installment Payments (except to the extent that interest has been fully capitalized and is invested in Federal Securities which mature at times and in such amounts as are necessary to pay the interest to which such amounts are pledged) required to be paid hereunder during such Fiscal Year; (ii) the interest falling due during such Fiscal

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

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

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

“Default Rate” means the then-applicable interest rate hereunder plus 3.00% per annum.

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

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

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

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

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

“Environmental Regulations” means all Laws and Regulations, now or hereafter in effect, with respect to hazardous materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601 *et seq.*) (together with the regulations promulgated thereunder, CERCLA), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 *et seq.*) (together with the regulations promulgated thereunder, RCRA), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001 *et seq.*) (together with the regulations promulgated thereunder, Title III), the Clean Water Act, as amended (33 U.S.C. Section 1321 *et seq.*) (together with the regulations promulgated thereunder, CWA), the Clean Air Act, as amended (42 U.S.C. Section 7401 *et seq.*) (together with the regulations promulgated thereunder, CAA) and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 *et seq.*) (together with the regulations promulgated thereunder, TSCA), and any state or local similar Laws and Regulations and any so-called local, state or federal “superfund” or “superlien” law and any other applicable state, local or federal environmental laws or regulations.

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

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

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

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

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

“Governmental Loan” means a loan from the State or the United States of America, acting through any of its agencies, to finance improvements to the Enterprise, and the obligation of the District

to make payments to the State or the United States of America under the loan agreement memorializing said loan on a parity basis with the payment of Installment Payments.

“Gross Revenues” means all gross charges (including surcharges, if any) received for, and all other gross income and receipts derived by the District from, the ownership and operation of the Enterprise or otherwise arising from the Enterprise, including but not limited to: (i) connection charges; (ii) investment earnings on amounts held in the Revenue Fund or in any other fund established with respect to the Enterprise; (iii) the proceeds of any *ad valorem* property taxes levied for the purpose of paying bonded indebtedness of the District relating to the Enterprise; and (d) rental income related to the Enterprise. Gross Revenues do not include: (1) refundable deposits made to establish credit; and (2) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the District for the purpose of paying special assessment bonds or special tax obligations of the District relating to the Enterprise. Gross Revenues shall also include interest with respect to any Parity Obligations reimbursed to or on behalf of the District by the United States of America. Gross Revenues shall also be increased by the amounts, if any, transferred during such Fiscal Year from a Rate Stabilization Fund to the Revenue Fund.

“Independent Financial Consultant” means a financial consultant or firm of such consultants that is appointed by the District, and who, or each of whom: (i) is in fact independent and not under domination of the District; (ii) does not have any substantial interest, direct or indirect, with the District; (iii) is not connected with the District as an officer or employee of the District, but who may be regularly retained to make reports to the District; and (iv) is registered as a “municipal advisor,” as defined in Section 15B of the Securities Exchange Act of 1934, as amended.

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

“Interest Payment Date” means September 17 of each year commencing September 17, 2025.

“Laws and Regulations” means federal, regional, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other governmental authority having jurisdiction as may be in effect from time to time.

“Lender” means initially, EverBank, N.A., and thereafter any successor or assign.

“Maintenance and Operation Costs” of the Enterprise means the reasonable and necessary costs and expenses paid by the District to maintain and operate the Enterprise, including but not limited to: (i) costs of electricity and other forms of energy supplied to the Enterprise; (ii) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order; (iii) the reasonable administrative costs of the District attributable to the operation and maintenance of the Enterprise; (iv) the costs of purchasing, producing and supplying water to the Enterprise; and (v) the costs of procuring supplies for and operating wastewater collection, treatment and disposal facilities for the Enterprise. Maintenance and Operation Costs do not include: (1) debt service payable on obligations incurred by the District with respect to the Enterprise, including but not limited to Debt Service Payments; (2) depreciation, replacement and obsolescence charges or reserves therefor; or (3) amortization of intangibles or other bookkeeping entries of a similar nature.

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

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

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

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

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

“Parity Obligations” means the 2019 IPC, the 2021 Agreement and all other bonds, notes, loan agreements, installment sale agreements, leases or other obligations of the District, now or hereafter existing, which are payable from and secured by a pledge of and lien upon all or any portion of the Net Revenues on a parity with the payment of the Installment Payments pursuant to Section 4.01 hereof.

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

“Project” means the project described in Exhibit A attached hereto, including any Alternate Project.

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

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

“State” means the State of California.

“Taxable Rate” means 6.71% per annum.

“Tax Code” means the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, as the same may be amended from time to time, and any successor provisions

of law. Reference to a particular section of the Tax Code shall be deemed to be a reference to any successor to any such section.

“2019 IPC” means the Installment Purchase Contract, dated as of December 1, 2019, by and between the District and the Corporation.

“2021 Agreement” means the Loan Agreement, dated as of January 1, 2021, by and between the District and the Corporation.

ARTICLE II. SALE AND PURCHASE OF THE PROJECT

Section 2.01 Sale and Purchase of the Project. The Corporation hereby agrees to cause the Project, and any additions or modifications thereto to be acquired, constructed or installed, as applicable, by the District as its agent, and the District shall enter into contracts and provide for, as agent of the Corporation, the complete acquisition, construction and installation of the Project. The District hereby agrees that it will cause the construction, acquisition and installation of the Project to be diligently performed upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the Board of Directors of the District, unforeseeable delays beyond the reasonable control of the District only excepted. It is hereby expressly understood and agreed that the Corporation shall be under no liability of any kind or character whatsoever for the payment of any cost of the Project and that all such costs and expenses shall be paid by the District, regardless of whether the funds deposited in the Acquisition Fund are sufficient to cover all such costs and expenses. The Lender on the Closing Date will wire the fee of \$15,000 to special counsel to the District.

In consideration for the Installment Payments as set forth in Section 3.01, the Corporation agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Corporation, the Project at the purchase price specified below and otherwise in the manner and in accordance with the provisions of this Installment Purchase Contract.

All right, title and interest in each component of the Project shall vest in the District immediately upon the acquisition, construction or installment thereof. Such vesting shall occur without further action by the Corporation or District and the Corporation shall, if requested by the District, if necessary, to assure such automatic vesting, deliver any and all documents required to assure such vesting.

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

The Corporation, upon the effective date hereof, agrees to cause to be deposited in the Acquisition Fund the aggregate amount of \$310,555.00 respecting its purchase of the Project hereunder. In the event that the money so deposited as first above provided is insufficient to pay all the costs of the Acquisition of the Project, the Corporation shall have no obligation whatsoever to use or provide any additional funds for the purposes described in this Article II.

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

Section 2.02 Indemnification and Expenses of the Corporation. The District hereby agrees to indemnify and hold harmless the Corporation and its directors, officers and employees if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder and the Assignment Agreement; provided that no indemnification will be made for willful misconduct, negligence or breach of an obligation hereunder or under the Assignment Agreement by the Corporation.

Section 2.03 Corporation not Liable. The Corporation and its directors, officers and employees shall not be liable to the District or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about or relating to the Project, and in no event shall the Corporation be liable for any incidental, indirect, special or consequential damage in connection herewith or arising hereunder.

Section 2.04 Disclaimer of the Corporation. The District acknowledges and agrees that the Corporation makes no representation or warranty, express or implied, as to the Enterprise or the Project, except as expressly set forth in this Installment Purchase Contract. The District acknowledges that all risks relating to the Enterprise or the Project or the transactions contemplated hereby, are to be borne by the District, and the benefits of any and all implied warranties and representations of the Corporation are hereby waived by the District.

Section 2.05 Acquisition Fund. There is hereby established with the District a fund known as the "Acquisition Fund," which the District shall maintain and hold in an account that is separate from the Revenue Fund and each of the District's other funds and accounts. On the Closing Date, \$310,555.00 shall be deposited into the Acquisition Fund, and the District agrees to cause the Lender to disburse Delivery Costs in the total amount of \$30,000 on the District's behalf pursuant to a requisition of the District executed on the Closing Date. The moneys in the Acquisition Fund shall be applied to the payment of the costs of Acquisition of the Project or to reimburse the District for previous costs expended in the acquisition or construction of the Project, and of expenses incidental thereto.

Before any payment is made from the Acquisition Fund, the General Manager of the District shall cause to be filed with the Administrative Services Manager of the District a Requisition in the form set forth in Exhibit C hereto. Upon receipt of such Requisition, the Administrative Services Manager of the District shall pay the amount set forth therein.

When the Project shall have been constructed and acquired in accordance with this Installment Purchase Contract, a statement of the District stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the Administrative Services Manager of the District by the General Manager of the District. Upon the receipt of such statement, the Administrative Services Manager of the District will transfer any remaining balance in the Acquisition Fund not needed for Acquisition Fund purposes (but less the amount of any such retention which amount shall be certified by the General Manager of the District) to the Debt Service Fund.

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

ARTICLE III. INSTALLMENT PAYMENTS, REVENUES AND ACCOUNTS

Section 3.01 Payment of the Installment Payments. The total principal amount of the Installment Payments owed and to be paid by the District to the Lender, as assignee of the Corporation under the Assignment Agreement, for the Project is \$340,555, plus interest thereon, calculated at the rate of 4.90% per annum. The Installment Payments shall, subject to any rights of prepayment of the District provided in Article VI, be due in installments in the amounts and on the dates described in Exhibit B attached hereto.

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

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

Section 3.02 Interest Component of the Installment Payments. The Installment Payments shall bear interest from the Closing Date until the payment of the principal thereof and the prepayment premiums, if any, thereon, shall have been made or provided for in accordance with the provisions of Article VI hereof, whether at maturity, upon prepayment or otherwise. Interest accrued on the Installment Payments from the Closing Date and from each Interest Payment Date to, but not including, the next succeeding Interest Payment Date shall be paid on each such succeeding Interest Payment Date and shall be computed on the basis of a year of 360 days and twelve 30-day months. In the event of an Event of Default hereunder, the interest component of the portion of the Installment Payment shall be calculated based on the Default Rate. In the event of an Event of Taxability, the interest component of the portion of the Installment Payment shall be calculated based on the Taxable Rate.

Section 3.03 Establishment of Accounts. The funds and accounts and flow of funds set forth in this Article III are hereby established and shall control to the extent inconsistent with any other terms of this Installment Purchase Contract.

Section 3.04 Pledges of Net Revenues and Other Funds; Debt Service Fund. The District hereby irrevocably pledges all of the Net Revenues to the punctual payment of the Installment Payments and any Parity Obligations, and such Net Revenues, except as otherwise permitted herein, shall not be used for any other purposes while any of the Installment Payments are due hereunder. The pledge of Net Revenues to secure the Installment Payments and any Parity Obligations shall constitute a first lien on the Net Revenues for the payment of such Installment Payments and such Parity Obligations in accordance with the terms hereof and thereof.

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

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

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

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

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

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

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

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

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

Section 3.06 Investment of Funds. Amounts on deposit in any fund or account created pursuant to this Installment Purchase Contract shall be invested in Permitted Investments which will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder. Interest or profit received on such investments shall be deposited to the Debt Service Fund in which such investments are then held. In computing the amount in any fund or account, Permitted Investments shall be valued at market value, exclusive of accrued interest.

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

ARTICLE IV. PARITY OBLIGATIONS

Section 4.01 Parity Obligations.

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

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

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

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

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

ARTICLE V. REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 5.01 Compliance with Installment Purchase Contract. The District will not suffer or permit any material default by it to occur under this Installment Purchase Contract, but will faithfully comply with, keep, observe and perform all of the agreements, conditions, covenants and terms hereof required to be complied with, kept, observed and performed by it.

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

(a) The District will faithfully comply with, keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any

law of the United States of America or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by it, including their right to exist and carry on their respective businesses, to the end that such franchises, rights and privileges shall be maintained and preserved and shall not become abandoned, forfeited or in any manner impaired.

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

Section 5.03 Prosecution and Defense of Suits. The District will promptly, upon request of the Corporation or the Lender, take such action from time to time as may be necessary or proper to remedy or cure any cloud upon or defect in the title to the Project or any part thereof, whether now existing or hereafter developing, will prosecute all actions, suits or other proceedings as may be appropriate for such purpose and will indemnify and save the Corporation and the Lender harmless from all cost, damage, expense or loss, including reasonable attorneys' fees, which they or any of them may incur by reason of any such cloud, defect, action, suit or other proceeding.

Section 5.04 Accounting Records and Statements. The District will keep proper accounting records in which complete and correct entries shall be made of all transactions made by the District relating to the receipt, deposit and disbursement of the Gross Revenues, Net Revenues and Installment Payments, and such accounting records shall be available for inspection by the Lender or its agent duly authorized in writing on any Business Day upon reasonable notice at reasonable hours and under reasonable conditions prescribed by the District.

Section 5.05 Further Assurances. Whenever and so often as requested to do so by the Lender, the District will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Lender all advantages, benefits, interests, powers, privileges and rights conferred or intended to be conferred upon it by this Installment Purchase Contract.

Section 5.06 Against Encumbrances. The District hereby represents that there is no pledge of or lien on Net Revenues senior to the pledge and lien securing the Installment Payments. The District will not make any pledge of or place any lien on the Net Revenues, provided that the District may at any time, or from time to time, pledge or encumber the Net Revenues in connection with the issuance or execution of Parity Obligations in accordance with Section 4.01 or other obligations permitted hereby, or subordinate to the pledge of Net Revenues herein.

Section 5.07 Against Sale or Other Disposition of Property. The District will not sell, lease, encumber or otherwise dispose of the Enterprise or any part thereof in excess of one-half of one percent of the book value of the Enterprise in any Fiscal Year, unless an Authorized Officer certifies that such sale, lease, encumbrance or disposition will not materially adversely affect the operation of the Enterprise or the Net Revenues; provided however, any real or personal property which has become non-operative or which is not needed for the efficient and proper operation of the Enterprise, or any material or equipment which has become worn out, may be sold or exchanged at not less than the fair market value thereof and the proceeds (if any) of such sale or exchange shall be deposited in the Revenue Fund.

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

Section 5.08 Against Competitive Facilities. To the extent permitted by law, the District covenants that it will not acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the District any water supply and delivery system or wastewater collection and disposal system competitive with the Enterprise.

Section 5.09 Tax Covenants. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest with respect to the Installment Payments to become includable in gross income for federal income tax purposes. To that end, the District hereby makes the following specific covenants:

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

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

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

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

Section 5.10 Maintenance and Operation of the Enterprise; Budgets. The District will maintain and preserve the Enterprise in good repair and working order at all times and will operate the Enterprise in an efficient and economical manner. The District will pay all Maintenance and Operation Costs of the Enterprise as they become due and payable.

Section 5.11 Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Net Revenues or any part thereof or on any funds in the control of the District prior or superior to the lien of the Installment Payments or which might impair the security of the Installment Purchase Contract; provided that the District shall not be obligated to make such payment so long as the District contests such payment in good faith.

Section 5.12 Compliance with Contracts. The District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, expressed or implied, required to be performed by it contained in all contracts for the use of the Enterprise and all other contracts affecting or involving the Enterprise to the extent that the District is a party thereto.

Section 5.13 Insurance. The District will procure and maintain insurance on the Enterprise with commercial insurers or through participation in a joint powers insurance authority, in such amounts, with such deductibles and against such risks (including accident to or destruction of the Enterprise) as are usually insurable in accordance with industry standards with respect to similar enterprises and consistent with the District's current coverage.

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

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

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

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

Section 5.14 Books and Accounts; Financial Statements. The District shall keep proper books of record and accounts of the Enterprise and the Debt Service Fund all separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Enterprise and relating to the funds created by this Installment Purchase Contract. Said books shall, upon prior request, be subject to the inspection by the Lender, or its representatives authorized in writing, upon not less than five (5) Business Days' prior notice to the District.

The District shall cause the books and accounts of the Enterprise, which shall include a statement of revenues and expenditures and changes in fund balances, a balance sheet and a statement of cash flow, to be audited annually by an independent certified public accountant or firm of certified public accountants. The District shall furnish or cause to be furnished to the Lender, at the District's

expense, within two hundred seventy (270) days after the close of each fiscal year, the audited financial statement of District at the close of and for such fiscal year, all in reasonable detail, with supporting schedules, audited by and with the report of District's auditor (the "**Audit**"), which may be in electronic .pdf format. If the Audit is filed on the Municipal Securities Rulemaking Board's "EMMA" website, to satisfy this requirement, the District may email a link to the posted Audit to the Lender. If the Audit is not available, the District will furnish unaudited financial statements to the Lender in the manner described in this Section and will then supply the Audit immediately upon the availability thereof.

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

Section 5.15 Payment of Taxes and Compliance with Governmental Regulations. The District will pay and discharge all taxes, assessments and other governmental charges, if any, which may hereafter be lawfully imposed upon the Enterprise or any part thereof or upon the Net Revenues when the same shall become due and the District will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Enterprise or any part thereof. However, the District shall not be required to make such payments, or to comply with any regulations or requirements, so long as the payment or validity or application thereof shall be contested in good faith.

Section 5.16 Amount of Rates and Charges. To the fullest extent permitted by law, so long as any Installment Payments remain outstanding, the District will fix and prescribe, at the commencement of each Fiscal Year: (a) rates, fees and charges for the services and facilities furnished by the water system of the Enterprise which are reasonably expected, at the commencement of each Fiscal Year, to be sufficient to yield Net Revenues which are at least equal to 125% of the aggregate amount of the Debt Service payable from Net Revenues of the water system of the Enterprise coming due and payable during such Fiscal Year; and (b) rates, fees and charges for the services and facilities furnished by the wastewater system of the Enterprise which are reasonably expected, at the commencement of each Fiscal Year, to be sufficient to yield Net Revenues which are at least equal to 125% of the aggregate amount of the Debt Service payable from Net Revenues of the wastewater system of the Enterprise coming due and payable during such Fiscal Year.

The District may make adjustments from time to time in such rates and charges and may make such classifications thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees charges are reasonably expected to be sufficient to meet the requirements of this Section. For purposes of this calculation, amounts held by the District in the Rate Stabilization Fund as of the beginning of any Fiscal Year may, at the election of the District, be treated as Net Revenues which are received during such Fiscal Year, in an amount not exceeding 25% of the amount of Debt Service payable from Net Revenues coming due and payable during such Fiscal Year.

Section 5.17 Collection of Rates and Charges. The District will have in effect at all times rules and regulations requiring all users of the Enterprise to pay the assessments, rates, fees and charges applicable to the Enterprise provided or made available to such users. Such rules and regulations shall also provide for the billing thereof and for a due date and a delinquency date for each bill.

Section 5.18 Eminent Domain Proceeds. If all or any part of the Enterprise shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows:

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

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied to prepay the Installment Payments, and any Parity Obligations, on a pro rata basis in the manner provided in Section 6.01(b) and in the instruments authorizing such Parity Obligations.

Section 5.19 Notification of Material Adverse Effect. The District shall timely inform the Lender of any Material Adverse Effect upon learning of the existence of such an effect.

Section 5.20 Role of the Lender. The District acknowledges that: (a) the Lender is acting in this transaction solely for its own account and not as a fiduciary for the District or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (b) the Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the District (including to any financial advisor or placement agent engaged by the District) with respect to the execution and delivery of this Installment Purchase Contract; (c) each of the District, its financial advisor (if any) and its placement agent (if any) will seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the execution and delivery of this Installment Purchase Contract from its financial, legal and other advisors (and not the Lender) to the extent that the District, its financial advisor (if any) or its placement agent (if any) desires such advice. The District acknowledges that the Lender has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the District's financial advisor (if any) or placement agent (if any), or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the District's financial advisor (if any) or placement agent (if any), with respect to any such matters.

Section 5.21 Indemnification of Lender. The District shall, to the full extent then permitted by law, indemnify, protect, hold harmless, save and keep harmless the Lender and its directors, officers and employees from and against any and all liability, obligations, losses, claims and damages whatsoever, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest, arising out of or as the result of the entering into of this Installment Purchase Contract or any other agreement entered into in connection herewith or therewith, the design or ownership of the Project, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any part of the Project or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Project resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other

defects, whether or not discoverable by the District or the Lender; any claim for patent, trademark or copyright infringement; and any claim arising out of strict liability in tort. Notwithstanding the foregoing, this indemnification and hold harmless shall not include any liability arising out of or resulting from the gross negligence, willful misconduct or wrongful acts of Lender, its directors, officers, employees or agents. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Installment Purchase Contract or the termination of the term of this Installment Purchase Contract for any reason. The District and the Lender mutually agree to promptly give notice to each other of any claim or liability hereby indemnified against following either's learning thereof.

Section 5.22 Further Representations, Covenants and Warranties of the District. The District represents, covenants and warrants as follows:

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

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

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

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

(e) The financial statements of the District for the year ended June 30, 2023 supplied to the Lender: (i) were prepared in accordance with Generally Accepted Accounting Principles, consistently applied; and (ii) fairly present the District's financial condition as of the date of the statements. Other than as described in such financial statements or otherwise disclosed to the Lender, there has been no material adverse change in the District's financial condition subsequent to June 30, 2023.

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

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

(h) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best knowledge of the District, threatened against or

affecting the District, to restrain or enjoin the payment of Installment Payments under this Installment Purchase Contract, or in any way contesting or affecting the validity of this Installment Purchase Contract.

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

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

(k) The District will not take or, to the extent within its power, permit any action to be taken which results in the interest paid for the installment purchase of the Project under the terms of this Installment Purchase Contract being included in the gross income of the Corporation for purposes of federal income taxation or not being exempt from State income taxation.

(l) No consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Installment Payments or the consummation of the other transactions effected or contemplated herein or hereby. The District makes no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

(m) The District does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under this Installment Purchase Contract or otherwise with respect to the Installment Payments. To the extent that the District has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the District hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Installment Purchase Contract or otherwise with respect to the Installment Payments.

(n) All information, reports and other papers and data furnished by the District to the Lender, at the time the same were so furnished, were complete and accurate in all material respects and insofar as necessary to give the Lender a true and accurate knowledge of the subject matter and were provided in expectation of the Lender's reliance thereon in entering into the transactions contemplated by this Installment Purchase Contract. No fact is known to the District which has had or, so far as the District can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Lender or in other such information, reports, papers and data or otherwise disclosed in writing to the Lender prior to the Closing Date. Any financial, budget and other projections furnished to the Lender by the District or its agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the District's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Lender in connection with the negotiation, preparation or execution of this Installment Purchase Contract contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(o) The District is in full compliance with all Laws and Regulations, including Environmental Regulations, and the District shall remain in compliance with such Laws and regulations, including Environmental Regulations.

(p) Since the most current date of the information, financial or otherwise, supplied by the District to the Lender: (i) there has been no change in the assets, liabilities, financial position or results of operations of the District which might reasonably be anticipated to cause a Material Adverse Effect; (ii) the District has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect; and (iii) the District has not: (1) incurred any material indebtedness, other than the payments and trade accounts payable arising in the ordinary course of the District's business and not past due; or (2) guaranteed the indebtedness of any other person.

(q) The District is not and shall not at any time be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and any successor thereto, or the Secretary of the Treasury or included in any Executive Orders which prohibit or limit the Lender from making any advance or extension of credit to District or from otherwise conducting business with District, and the District shall ensure that the proceeds of this Installment Purchase Contract shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

(r) The District shall, promptly following a request by the Lender, provide all documentation and other information that the Lender reasonably requests in order to comply with its ongoing obligations under applicable law or regulation, including, without limitation, "know your customer" and anti-money laundering rules and regulations, including the Patriot Act (USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute, and shall comply with all applicable Bank Secrecy Act laws and regulations, as amended.

Section 5.23 Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the District as follows:

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

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

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

imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Corporation.

**ARTICLE VI.
PREPAYMENT OF INSTALLMENT PAYMENTS**

Section 6.01 Prepayment.

(a) The Installment Payments are subject to prepayment prior to maturity at the option of the District in whole or in part on any date at the following prepayment prices (expressed as percentages of the principal amount of the Installment Payments to be prepaid) plus accrued interest with respect thereto to the date of prepayment:

<i>Prepayment Dates</i>	<i>Prepayment Price</i>
Closing Date through September 16, 2026	103%
September 17, 2026 through September 16, 2028	102
September 17, 2028 though September 16, 2030	101
September 17, 2030 and thereafter	100

(b) The District may or shall, as the case may be, prepay on any date from the Net Proceeds of condemnation awards, as provided in Section 5.18, all or any part of the principal amount of the unpaid Installment Payments, pro rata among the remaining Installment Payments, at a prepayment price equal to the sum of the principal amount prepaid plus accrued and unpaid interest thereon to the date of prepayment, without premium.

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

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

Section 6.02 Method of Prepayment. Before making any prepayment pursuant to Section 6.01, the District shall give written notice to the Lender specifying the date on which the prepayment will be made, which date shall be not less than thirty (30) days from the date such notice is given.

Section 6.03 Security Deposit. Notwithstanding any other provision of this Installment Purchase Contract, the District may secure the payment of all or a portion of the Installment Payments by a deposit with the Lender or, at the Lender's sole option, a bank or trust company acceptable to the Lender, as escrow holder under an escrow deposit and trust agreement, of either: (a) cash in an amount which is sufficient to pay such unpaid Installment Payments, including the principal and interest components thereof, in accordance with the Installment Payment schedule set forth in Exhibit B attached hereto; or (ii) non-callable Federal Securities or pre-refunded non-callable municipal

obligations rated at least “AA” and “Aa” by S&P and Moody’s, respectively, together with cash if required, in such amount as will, without re-investment, in the opinion of an independent certified public accountant (which opinion shall be addressed to the Lender), together with interest to accrue thereon, be fully sufficient to pay such unpaid Installment Payments on their payment dates so that such Installment Payments shall be defeased; provided that prior to any such deposit or defeasance, the District must provide an opinion of nationally recognized bond counsel addressed to the Lender to the effect that such deposit and defeasance will not cause the interest component of the Installment Payments to be included in gross income for federal income tax purposes. In the event of any shortfall, the District shall deposit from legally available funds such amounts as is necessary to make up such shortfall. In all cases, deposits of cash or securities made to secure the Installment Payments pursuant to this paragraph shall be kept in segregated escrow accounts or escrow subaccounts and such deposits shall not be commingled for any reason.

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

ARTICLE VII. EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Events of Default and Events of Mandatory Acceleration; Acceleration of Maturities. If one or more of the following Events of Default shall happen:

- (a) default shall be made in the due and punctual payment by the District of any Installment Payment when and as the same shall become due and payable;
- (b) default shall be made by the District in the performance of any of the agreements or covenants contained herein required to be performed by it, and such default shall have continued for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Lender. However, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, the Lender shall not unreasonably withhold its consent to an extension of such time (for a period not to exceed an additional sixty (60) days) if corrective action is instituted by the District within such 30-day period and diligently pursued until the default is corrected.
- (c) any financial statement or certificate furnished to the Corporation or the Lender in connection with the execution of this Installment Purchase Contract, or any representation or warranty made by the District, shall prove to be incorrect, false or misleading in any material respect when furnished or made;

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

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

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

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

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

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

Section 7.02 Application of Funds Upon Default. All moneys and investments in the funds and accounts held hereunder upon the date of the declaration of an Event of Default as provided in Section 7.01 and all Gross Revenues thereafter received shall be applied as follows:

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

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

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

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

Section 7.03 Other Remedies of the Corporation. The Corporation or the Lender, as assignee thereof, as applicable, may:

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

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

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

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

Section 7.04 Non-Waiver. Nothing in this Article VII or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the Installment Payments to the Lender at the respective due dates or upon prepayment from the Gross Revenues, or, except as expressly provided herein, shall affect or impair the right of the Corporation or the Lender, as assignee of the Corporation, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

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

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

Section 7.05 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Corporation or the Lender is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other law.

Section 7.06 Lender Exercise of Remedies. The rights and remedies provided to the Corporation under this Article VII have been assigned by the Corporation to the Lender pursuant to the Assignment Agreement and shall be exercised by solely by the Lender in its discretion.

ARTICLE VIII. MISCELLANEOUS

Section 8.01 Liability of District Limited. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Net Revenues legally available therefor in the Revenue Fund and the other funds provided herein for the payment of the Installment Payments or for the performance of any agreements or covenants contained herein required to be performed by it. The District may, however, but shall not be required to, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

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

Section 8.02 Benefits of Installment Purchase Contract Limited to Parties. Except as provided in Section 8.03, nothing contained herein, express or implied, is intended to give to any person other than the District or the Lender any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Lender shall be for the sole and exclusive benefit of the other party.

Section 8.03 Successor Is Deemed Included In All References to Predecessor. Whenever the District or the Corporation is named or referred to herein, such reference shall be deemed to include the successor and assigns to the powers, duties and functions that are presently vested in the District or the Lender, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Corporation shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 8.04 Waiver of Personal Liability. No board member, officer or employee of the District or the Corporation shall be individually or personally liable for the payment of the Installment Payments, but nothing contained herein shall relieve any board member, officer or employee of the

District or the Corporation from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 8.05 Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents attached hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to this Installment Purchase Contract as a whole and not to any particular article, section, subdivision or clause hereof.

Section 8.06 Partial Invalidity. If any one or more of the agreements or covenants or portions thereof contained herein required to be performed by or on the part of the District or the Corporation shall be contrary to the law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Corporation hereby declare that they would have executed this Installment Purchase Contract, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 8.07 Assignment.

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

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

Section 8.08 California Law. This Installment Purchase Contract shall be construed and governed in accordance with the laws of the State of California.

Section 8.09 Notices. All written notices to be given hereunder shall be given by certified mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time namely:

If to the District:	Groveland Community Services District 18966 Ferretti Road Groveland, California 95321 Attention: General Manager
If to the Corporation:	Municipal Finance Corporation 2945 Townsgate Road, Suite 200 Westlake Village, California 91361 Attention: Bill Morton
If to the Lender:	EverBank, N.A. Mail Operations EverBank 301 West Bay Street, 8th Floor Jacksonville, Florida 32202 Attention: Trevor Mael, Director of Public Finance

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

Section 8.10 Effective Date. This Installment Purchase Contract shall become effective upon its execution and delivery and shall terminate when all Installment Payments shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Lender pursuant to Article VI hereof); provided that the obligation of the District to indemnify the Lender shall survive the termination of this Installment Purchase Contract.

Section 8.11 Execution in Counterparts. This Installment Purchase Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 8.12 Restrictions on Agreement. The District and the Lender understand that this Agreement shall not be, and the District and the Lender shall not cause this Agreement to be: (a) assigned a rating by any credit rating agency; (b) registered with The Depository Trust Company or any other securities depository; (c) offered pursuant to any type of offering document or official statement; (d) assigned a DTC-registered CUSIP number by Standard & Poor's CUSIP Service; or (e) listed on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website.

Section 8.13 Judicial Reference. TO THE EXTENT PERMITTED BY LAW, THE CORPORATION, THE DISTRICT AND THE LENDER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INSTALLMENT PURCHASE CONTRACT, THE ASSIGNMENT AGREEMENT OR ANY OF THE RELATED DOCUMENTS OR THE TRANSACTION CONTEMPLATED HEREBY OR THEREBY. IF AND TO THE EXTENT THAT THE

FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, THE CORPORATION, THE DISTRICT AND THE LENDER HEREBY CONSENT TO THE ADJUDICATION OF ANY AND ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ANY AND ALL ISSUES IN SUCH REFERENCE WHETHER FACT OR LAW. THE CORPORATION, THE DISTRICT AND THE LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF ITS CHOICE ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS INSTALLMENT PURCHASE CONTRACT MAY BE FILED AS A WRITTEN CONSENT TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

Section 8.14 Amendments. This Installment Purchase Contract may be amended in writing as may be mutually agreed by the District and the Lender. Any amendment made in violation of this Section 8.12 shall be a nullity and void.

Section 8.15 Third-Party Beneficiary. The Lender shall be a third-party beneficiary of this Installment Purchase Contract.

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

**GROVELAND COMMUNITY SERVICES
DISTRICT**

By: _____
President of the Board

MUNICIPAL FINANCE CORPORATION

By: _____
President

EXHIBIT A
DESCRIPTION OF THE PROJECT

Acquisition of homes within District boundaries for rental to District employees

EXHIBIT B

INSTALLMENT PAYMENT SCHEDULE

1. The principal amount of Installment Payments to be made by the District hereunder is \$340,555.00.

2. The Installment Payments of principal and interest are payable in the amounts and on the Interest Payment Dates as follows (assuming that No Event of Default or Event of Taxability has occurred and is continuing):

<i>Installment Payment Date (Third Business Day Prior to)</i>	<i>Amount Attributable to Principal</i>	<i>Amount Attributable to Interest</i>	<i>Total</i>
09/17/2025	\$ 15,901.25	\$ 16,687.20	\$ 32,588.45
09/17/2026	16,680.41	15,908.03	32,588.44
09/17/2027	17,497.76	15,090.69	32,588.45
09/17/2028	18,355.15	14,233.30	32,588.45
09/17/2029	19,254.55	13,333.90	32,588.45
09/17/2030	20,198.02	12,390.43	32,588.45
09/17/2031	21,187.72	11,400.73	32,588.45
09/17/2032	22,225.92	10,362.53	32,588.45
09/17/2033	23,314.99	9,273.46	32,588.45
09/17/2034	24,457.43	8,131.02	32,588.45
09/17/2035	25,655.84	6,932.61	32,588.45
09/17/2036	26,912.98	5,675.47	32,588.45
09/17/2037	28,231.71	4,356.74	32,588.45
09/17/2038	29,615.07	2,973.38	32,588.45
09/17/2039	<u>31,066.20</u>	<u>1,522.24</u>	<u>32,588.44</u>
TOTAL	\$340,555.00	\$148,271.73	\$488,826.73

EXHIBIT C

FORM OF ACQUISITION FUND REQUISITION

\$340,555

Installment Purchase Contract, dated as of September 1, 2024

by and between

Groveland Community Services District and Municipal Finance Corporation

REQUISITION NO. __ FOR
DISBURSEMENT FROM ACQUISITION FUND

The undersigned hereby states and certifies to the Administrative Services Manager of Groveland Community Services District (the “**District**”):

(i) that the undersigned is the duly appointed, qualified and acting General Manager of the District, a Community Services District that is organized and existing under the laws of the State of California, including but not limited to Division 3 of Title 6 of the California Government Code (the “**District**”), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 2.05 of that certain Installment Purchase Contract, dated as of September 1, 2024 (the “**IPC**”), by and between the District and Municipal Finance Corporation, the undersigned hereby requests the Administrative Services Manager of the District to disburse this date the following amounts from the Acquisition Fund established under the IPC to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit 1 has been received and is final; and

(v) that there has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit 1, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

Dated: _____, 20__

GROVELAND COMMUNITY SERVICES
DISTRICT

By: _____
General Manager

EXHIBIT 1
ACQUISITION FUND DISBURSEMENTS

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
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Resolution No. 27-2024

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

WHEREAS, the Groveland Community Services District (the “District”) is a local government agency that is formed and operating in accordance with Section 61000 *et seq.* of the California Government Code and located in Tuolumne County, California (the “County”); and

WHEREAS, the District is authorized to purchase property which is necessary for its operation; and

WHEREAS, due to the lack of rental homes within District boundaries and the south County region, the District has determined it to be operationally necessary to purchase property for the purpose of offering temporary rental housing for its employees in order to ensure that the operation, quality and reliability of District water, sewer, fire and park services is not compromised; and

WHEREAS, the District desires to finance the costs of acquiring, constructing and installing such rental housing (the “Project”); and

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

WHEREAS, the Corporation intends to assign without recourse certain of its rights under and pursuant to the Installment Purchase Contract to EverBank, N.A. (the “Bank”) pursuant to an Assignment Agreement between the Bank and the Corporation; and

WHEREAS, the District desires to pledge Net Revenues of its Enterprise (as such terms are defined in the Installment Purchase Contract) to repay its obligations under the Installment Purchase Contract; and

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

WHEREAS, pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), under certain circumstances, certain obligations the interest on which is exempt from federal income tax under Section 103 of the Code may be designated by the issuer as “qualified tax-exempt obligations,” thereby allowing certain financial institutions that are holders of such qualified tax-exempt obligations to deduct for federal income tax purposes a portion of such institutions’ interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

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

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

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

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

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The form of Installment Purchase Contract submitted to this meeting and made a part hereof as though set forth herein is hereby approved. The President of the Board, and such other member of the Board as the President may designate, the General Manager of the District, the Administrative Services Manager of the District and such other officers of the District as the General Manager of the District may designate (each, an “Authorized Officer”) are, and each of them is, hereby authorized and directed, for and in the name of the District, to execute and deliver the Installment Purchase Contract in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, with the advice and approval of the District’s General Counsel and Special Counsel, such requirement or approval to be conclusively evidenced by the execution and delivery of the Installment Purchase Contract by such Authorized Officer, so long as the maturity of the Installment Payments (as such term is defined in the Installment Purchase Contract) payable thereunder does not exceed December 31, 2039, the interest rate with respect to the Installment

Payments does not exceed 4.90% and the principal amount of the Installment Payments does not exceed \$500,000.

SECTION 3. The Installment Payments due under the Installment Purchase Contract are hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The Board hereby finds and determines that the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the District (and all subordinate entities thereof) during calendar year 2024 is not expected to exceed \$10,000,000.

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

SECTION 5. The Board hereby appoints the firm of Kutak Rock LLP as Special Counsel in connection with the financing of the Project. The Board hereby authorizes the General Manager to execute and deliver an agreement with said firm for its services. Payment of fees and expenses with respect to such agreement shall be contingent upon the execution of the Installment Purchase Contract.

SECTION 6. In accordance with SB 450, good faith estimates of the matters required thereunder have been obtained from the Corporation and are set forth on Exhibit A attached hereto.

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

SECTION 8. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on September 10, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

EXHIBIT A

SB 450 DISCLOSURE OF GOOD FAITH ESTIMATES

The following information consists of estimates that have been provided by the Corporation and has been represented by such party to have been provided in good faith:

- (A) True Interest Cost of the Installment Purchase Contract: 4.90%
- (B) Finance Charge of the Installment Purchase Contract (Sum of all fees/charges paid to third parties): \$30,000
- (C) Net Proceeds of the Installment Purchase Contract to be Received (net of finance charges, reserves and capitalized interest, if any): \$310,555
- (D) Total Payment Amount through Maturity of the Installment Purchase Contract: \$488,827

The foregoing constitute good faith estimates only. The principal amount of the Installment Purchase Contract, the true interest cost of the Installment Purchase Contract, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the execution of the Installment Purchase Contract being different than the date assumed for purposes of such estimates; (b) the actual principal amount of the Installment Purchase Contract being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the Installment Purchase Contract being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Installment Purchase Contract being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the District's financing plan, or a combination of such factors.

The actual date of execution of the Installment Purchase Contract and the actual principal amount of the Installment Purchase Contract will be determined by the District based on a variety of factors. The actual interest rates borne by the Installment Purchase Contract will depend on market interest rates at the time of sale thereof. The actual amortization of the Installment Purchase Contract will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.