



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

September 14, 2021

10:00 a.m.

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

Under the Governor's Executive Order N-25-20 and Order N-29-20, members of the Board of Directors can participate by videoconference or teleconference. Accessibility Requirements, if you need swift special assistance during the Board meeting, please call (209) 962-7161. The District office is open to the public at this time from 9am to 4:30pm Monday through Thursday and 9am to 4pm on Friday (Closed between 12pm-2pm). All members of the public seeking to observe and/or to address the GCSB Board may participate in the meeting telephonically or otherwise electronically in the manner described below:

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

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

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

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

HOW TO SUBMIT PUBLIC COMMENTS:

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

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

ACCESSIBILITY INFORMATION:

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

PUBLIC RECORDS:

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

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

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



AGENDA
September 14, 2021
10:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call of Board Members

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

1. Approve Order of Agenda

2. Public Comment

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

3. Information Items

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

A. Staff Reports

- i. Fire Department Report
- ii. General Manager's Report
- iii. Operations Manager's Report
- iv. Administrative Services Manager's Report
- v. Status Update Report and Process Overview on the Proposed Purchase of Vacant Land, APN 007-010-002-000 & 007-010-020-000

B. Proclamations

- i. Recognition of Al Deshaies for his 2 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. Approve Minutes from the August 10, 2021, Regular Meeting
- B. Approve Minutes from the September 7, 2021, Special Meeting
- C. Accept August 2021 Payables
- D. Waive Reading of Ordinances and Resolutions Except by Title

5. Old Business

(Items tabled or carried forward from a previous meeting to be considered on this agenda. 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 Establishing the Definition of Development as it Relates to the types of Projects to which the CFD 2021-01 will Apply
- B. Adoption of a Resolution Approving the Agreement with NBS to Facilitate the Process of Annexation of Properties into the Community Facilities District 2021-01, Public Services
- C. Adoption of a Resolution Approving the Grant Agreement for the Department of Forestry and Fire Protection for the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978 and Authorize the General Manager to Sign the Grant Agreement and any Related Documents
- D. Adoption of Resolution Accepting the Dedication of the Water Infrastructure for the Airport Estates
- E. Adoption of a Resolution Authorizing the Award of the Phase One WWTP Improvements Project to Moyle Excavation for a Bid Amount of \$446,640.00 and to Authorize the General Manager to Sign an Agreement on Behalf of the District
- F. Consideration of Customer Request for an Increased Leak Adjustment

7. Adjournment

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

18966 Ferretti Road Groveland, CA 95321

Staff Report
September 1, 2021

To: Board of Directors

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

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

Operations:

Emergency Incident Response:

At approximately 6:20 AM on August 28, 2021, Engine 781 along with CAL FIRE Engines 4455, 4476, 4473, and Mariposa County Engine 31 were dispatched to a vegetation fire in the 11000 block of Merrell Road in Groveland. Upon arrival at scene, the crews found approximately one acre of vegetation on fire, burning down slope on the south side of Merrell Road. The fire was quickly contained with the resources that were dispatched. The origin of the fire is under investigation.

Apparatus and Equipment:

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

Training:

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

- Rapid Intervention Crew
- Search and Rescue
- 14' Ladder
- 24' Ladder
- Thermal Imaging Camera
- Rescue Devices
- Pumping
- Captain Chunn was an Assistant Instructor at the CAL FIRE Academy in Lone, CA

MONTH - August 2021

STATION 78

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

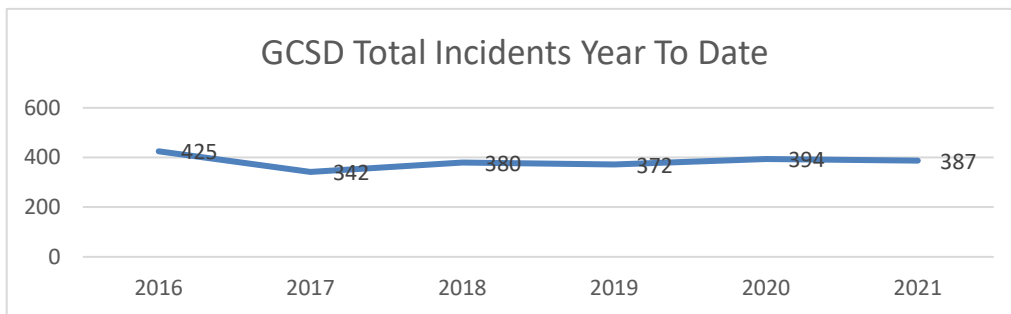
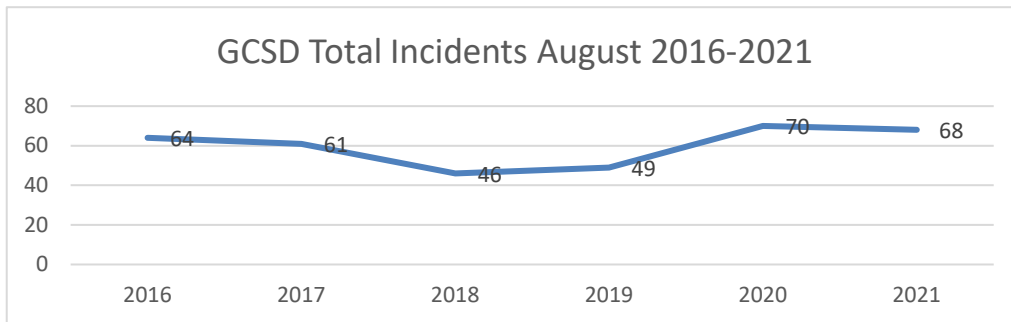
(58 calls in GCSO district, 10 calls in Tuolumne County)



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

ALS	
Yes	No
23	21

Last Call Logged Run # 11366



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



September 8, 2021

Peter Kampa
Groveland Community Services District
P.O. Box 350
Groveland, CA 95321

\$405,462

RE: PROJECT APPLICATION FOR THE CAL FIRE CALIFORNIA CLIMATE INVESTMENTS (CCI) FIRE PREVENTION (FP) GRANTS

Dear Applicant:

The Department of Forestry and Fire Protection (CAL FIRE) is pleased to inform you that your application for the grant project entitled **Groveland Community Services District Infrastructure Fuel Reduction (20-FP-TCU-0105)** has been selected for funding.

You will receive the full agreement with instructions via email within 30 days. All documents must be returned to CAL FIRE no later than **January 3, 2022**. Failure to return documents by this date may result in loss of funding. It is important that you do not start on your grant project until you have received a confirmation that your grant agreement has been fully executed.

Please coordinate with your appropriate region staff to validate the polygons that were previously submitted for your project application. In addition, you may be required to provide information to complete the required emissions calculations for your project per the required Quantification Methodology. You will be contacted if this information is needed.

We look forward to working with you on your grant project. If you have any additional questions, please contact **Adam Frese** at **(209) 532 7424 ext 115** or **Adam.Frese@fire.ca.gov**.

Sincerely,

Natalie Burke
Staff Services Manager I
Fire Plan and Prevention Grants Program Manager



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 14, 2021

SUBJECT: Agenda Item 3Aii. General Managers Report

Overview

The last month has been extremely busy as we continue to advance toward construction of the sewer collection system replacement project, park project planning, working through approximately 30 evaluations and projects submitted to our District Engineer and review and comment on major planning documents.

Clearwell Rehabilitation Project

Attached you will find the most recent construction status meeting agenda, showing that we have spent to date 66.4% of the construction contract amount and 60.8% of the total funding. We have used only 26.8% of the total contingency budget amount of \$361,000. This is significant since inspection of the 2G Clearwell revealed that no structural member replacement was necessary on the tank ceiling, and we do not expect the walls or floor to need major renovation work. Considering the likely amount of contingency funding remaining, we will be evaluating additional work that can be completed within the grant agreement, such as recoating pipes. You will also see that as of September 7, the contractor was 54 days into liquidated damages; which we will deal with at the end of the project. The quality of the work has been inspected throughout by a coatings expert and has been satisfactory meeting the specifications.

Sewer Collection System Renovation Project

Staff and our consulting engineer continue to work through a long list of unauthorized encroachments on District sewer easements and difficult access over PUE locations, primarily in the Pleasantview area of PML. We are developing a visual layer of the area of improvements for display on our DashGIS program, to assist in educating property owners with unauthorized encroachments of what they need to do to remove the improvements to allow construction, and when it needs to be done. Any unauthorized encroachments into the easements in the area of construction will need to be removed before the contractor mobilizes in that area. There will be a significant amount of public outreach, and potential public outcry for those who have encroached on the easements without authorization, employed general information purpose is for those who will be affected by construction. We expect that the GIS layer will be available for board review in our October meeting, or October workshop and construction is not expected in that area until next year.

CERT

Attached to this report are two documents prepared by Bob Asquith, our CERT program manager. Bob can provide additional information related to the activities of the program, and it is very exciting to see this initial planning and the support and momentum growing for this extremely important resource.

2021 Update for the Urban Water Management Plan

Every five years the district is required to prepare an update to its urban water management plan. This plan is intended to assure that the community has access to adequate amounts of water to support demands and appropriate water conservation measures and strategies are in place. This plan is an unfunded mandate in state law that costs in the 10s of thousands of dollars to prepare, and is required for the district to be able to receive state grant funds. The board will be asked to take action on this plan in November 2021 help after its required 60 day public review. The draft plan is linked [here](#), and you can pick up at paper copy from the office on request.

Emergency Warning Sirens

County supervisor on Anaiah Kirk approached the district following the recent resilience center groundbreaking ceremony, and requested that the district participate in the location of sirens in the community to provide warning in the event of certain emergencies. Although we had heard from the County Sheriff in the recent past following the moc fire that there were concerns with using sirens and the confusion that they may cause, supervisor Kirk assured me that the sheriff was in support and that the details we're being worked out for the installation of the sirens. Understanding that in the mission of the fire department, the sirens could play an important role if operated correctly, I authorized supervisor Kirk to proceed with the support of the district. Since that time there has been additional fund raising buy a foundation, and supervisor Kirk has been working toward the placement of orders for the equipment. There was a meeting recently coordinated by the county office of emergency services to discuss the installation and use of the sirens. The meeting was held only among fire department's emergency responders and law enforcement, and there was quite a bit of concern and disagreement about the readiness to proceed with the ordering and installation up the sirens. I would suggest that this item be discussed on the agenda In October.

IRWM Planning Grant Request

Included in this report is a letter sent from the district in support of a California Resilience Challenge grant which if funded would provide data and a hydraulic model to evaluate the flood risk in Groveland. This storm water model can be used to identify and plan flood mitigation projects to protect our infrastructure and the community, as well as opportunities for potential stormwater capture and reuse and community education on this matter.

CSDA Annual Conference

The annual conference in Monterey was absolutely excellent this year, and as always, each day turns into a 12 hour learning experience. In addition to the motivational sessions, I participated as a general manager coach in a session for upcoming GM's and learned the complex new requirements for leasing and selling public property. Nancy and I attended a very informative session about ways to manage homelessness on public property (such as our parks), where recent court decisions now disallow anti-camping regulations. Many special districts are seeing exponential increases in homeless encampments being developed in public parks and on public property because of the court cases. Three different districts presented creative projects and means too address this issue, and it is management's suggestion that we have an agenda item on this topic at our October meeting, if we can gather adequate legal an industry guidance on the matter by that time.

Also I presented with the CSDA finance Corp on creative ways to fund public projects and save money refinancing debt. Attending this ongoing education is how we remain progressive and successful, and at the same time receive credits to save money on our liability and workers compensation insurance. We all learned current methods and strategies to optimize our services, finance and complete major

projects efficiently and in compliance with our extremely restrictive state laws. My focus was networking and learning means to best plan and implement our park improvement projects. It was also amazing to learn about the award winning projects and programs of districts throughout the state; many of which could be replicated in GCSD. We certainly have award worthy board and staff and I expect we will be competing for these awards in the near future.

LAFCO and Municipal Service Review (MSR)

A significant amount of time and effort was spent this month reviewing and preparing comments and revisions to the draft municipal service review that was made available at our last board meeting. We are working in an attempt to secure additional public engagement on the MSR, since it contains extremely important information, analysis, and recommendations for the future of services in our area. Over the last month, I attended 3 1/2 out of four LAFCO training sessions specifically related to LAFCO's roll in evaluating fire services in the municipal service review. These were extremely in depth and informational sessions, and due to the increasing fire risk and devastation of fires over the past two years, adequate LAFCO review of fire services has become not only extremely important but a contentious topic as well. During our October workshop I will provide an overview of the training and it's relationship to our municipal service review and the comments we have submitted, as well has the recommendation to LAFCO that they conduct a regional fire service evaluation as soon as possible to identify fire service gaps and needs, at minimum along the highway 120 corridor.

September 10, 2021

Lindsay Mattos, Executive Director
Tuolumne County Resource Conservation District
PO Box 4394
Sonora, CA 95370

RE: Support for Tuolumne Stanislaus Resilience Strategies Planning Project; CRC 2021 Grant Program

Dear Lindsay:

The Groveland Community Services District (GCSD) strongly supports the Tuolumne Integrated Regional Water Management Authority in implementation of the Tuolumne Stanislaus Resilience Strategies Planning Project. Our district is an active member of the Authority, who has approved this effort as a priority project. The project data and analysis will benefit each of the public services provided by GCSD.

GCSD provides water, sewer, fire/emergency response, park and recreation services to a rural disadvantaged community with the population of approximately 4500 permanent residents, located in southern Tuolumne County. Since formation in 1953, the infrastructure, facilities, and services of the district have been damaged by localized flash flooding occurring in the center of the downtown corridor as well as along drainages and throughout the residential community. Most recently in March of 2018, a flash flood misaligned and damaged hundreds of feet sanitary sewer collection lines, destroyed electrical components and caused sewer overflows into local waterways and recreational/drinking water reservoirs. The district's main park facilities were inundated by over 4 feet of swiftly flowing floodwaters, requiring months and hundreds of thousands of dollars to restore.

Our district has partnered in development of the Tuolumne Stanislaus Resilience Strategies Planning Project to provide the technical data necessary to evaluate our flood hazards, develop flood hazard mitigation plans and strategies, as well as identifying opportunities for stormwater management, improve drought resilience and wildfire safety. This study project will also further GCSD's current nature/adventure park improvement plans which include fire-safe greenbelts along trail routes irrigated with stormwater and reclaimed wastewater; serving as fire fuel breaks and emergency access/evacuation routes around the downtown corridor. The study will also feed into GCSD's development of educational opportunities for residents and tourists related to fire safety, water management, achieving drought resilience, diversifying local water supplies and enhancing water quality.

The Tuolumne Stanislaus Resilience Strategies Planning Project will greatly benefit the communities we serve, providing the foundational data necessary for effective local planning. We look forward to working with you on this important project.

Sincerely,

Spencer Edwards, Director

CC: GCSD Board of Directors

CERT Groveland/Big Oak Flat/Moccasin

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



Groveland, California

Request for Funds

September 2, 2021

A few days ago, the BOS indicated they wanted to provide some funds for NPOs that helped the community during Covid. Groveland CERT has participated in Community Service in several ways and would be most appreciative of receiving some funding as we are actively building our South County capabilities and have much to do.

Groveland CERT is primarily comprised of older citizens in higher risk groups, yet they volunteered to help others in these ways:

- Many days over Q1 & Q2 working with other TC CERTs to staff the TCPHA Covid vaccine clinics.
- Operating a Groveland cooling center twice during TC heat waves.

During deployments for the above, Groveland CERT used the opportunity for outreach and grew our numbers five-fold. Funds from Tuolumne County would allow us to continue our growth and services along the Highway 120 Corridor.

Cordially Yours,

Bob Asquith
CERT Program Manager
Groveland/BOF/Moccasin Area

Groveland CERT Needs

- | | |
|--|-----------|
| • Automatic External Defibrillator (AED) + Trainer | \$1,350 |
| • Trauma/First Aid Kit | \$ 150 |
| • Vehicle for mobile deployment base and towing CERT equipment trailer | \$ 37,500 |
| • 20 foot box trailer for storing CERT equipment & deploying rapidly | \$ 7,500 |
| • Unmanned Aircraft System (UAS) to assist TCFD, TCSO, USFS, YNP, others | \$ 27,000 |
| • Medical Triage Supplies | \$ 100 |
| • Cooling support equipment | \$ 110 |
| • Generator & supplies | \$ 850 |

TOTAL \$ 73,210

9/10/2021 4:03 PM

GrovelandCERT@gmail.com

FB – CERT – Groveland Area Community Emergency Response Team

ND – CERT – Groveland Area Community Emergency Response Team

From: grovelandcert@gmail.com
To: bobasquith@yahoo.com; keithwmartin@sbcglobal.net; boblaplaca@yahoo.com; patriciapolen@earthlink.net; bruce@lbdudleys.com; Carol.shannon66@yahoo.com; tina@ayudarecruiting.com; linden62000@yahoo.com; kathy.brown.1899@gmail.com; scott_belser@msn.com; nancykmora@yahoo.com; pam_king@sbcglobal.net; Jaime.tollefson@gmail.com; tl.barbutes@gmail.com; gdlroberts@gmail.com; caitlinnunes23@gmail.com; leon.liebster@sbcglobal.net; goslowgofar@yahoo.com; branniedens@gmail.com; brittonkristi@hotmail.com; ldatterbury@gmail.com; fnora@yahoo.com; lance_cuenca@yahoo.com; "Walt Ehmman"
Cc: grovelandcert@gmail.com
Subject: Groveland CERT Deployments - Sept 18th & mid-Oct
Date: Wednesday, September 1, 2021 2:26:16 PM
Attachments: [image001.png](#)

Hi

CERT is moving right along. Shortly we'll have our own canopies, tables, chairs so we can implement a deployment properly. I plan on scheduling a meeting in October -- probably with Zoom -- to bring everyone up to date. Some of you are certified and others are not. All of you have expressed an interest in the program. It will be possible to participate on a limited basis in either of these simple deployments even if you are not certified. Meanwhile, let's get you certified as soon as possible.

The **49er festival** has requested CERT to help with traffic control during the parade and festival. Basically, it means standing at intersections with driveways or backstreets to stop traffic so they don't enter the parade route. Also it is monitoring traffic into restricted parking areas. This is Saturday morning Sept 18th.

Tuolumne County Public Health Agency has requested our assistance with traffic control for a flu vaccine clinic in Mary Laveroni Park to be scheduled in mid-October - on or about October 13. This entails directing traffic and checking paperwork to feed qualified people to the public health department folks that are doing the vaccinating.

If you can participate in one or the other deployment please let me know ASAP. At the moment, we need all the help we can get. Thanks for your interest in CERT and any participation you can provide. I will give those participating details as soon as I get them.

Stay Safe, Be well, Bob Asquith
Groveland CERT Program Manager
GrovelandCERT@gmail.com

FB - CERT - Groveland Area Community Emergency Response Team
NDN - CERT - Groveland Area Community Emergency Response Team



Groveland, California

**GROVELAND COMMUNITY SERVICES DISTRICT
BIG CREEK AND SECOND GARROTTE CLEARWELLS REHABILITATION
PROJECT
CONSTRUCTION PROGRESS MEETING**

September 7, 2021 @ 8:30 AM

AGENDA

- I. INTRODUCTIONS
- II. CONSTRUCTION PROGRESS SNAPSHOT
 - a. Total Project Cost (Contractor) \$3,118,200.00
 - b. Total Project Cost (Total Project) \$3,954,200.00
 - c. Budget Spent to Date (Contractor) \$2,070,986.31
 - d. Budget Spent to Date (Total Project) \$2,406,006.82
 - e. Total Project Contingency \$361,000.00
 - f. Contingency Used to Date \$96,663.50 (+\$22,385.95, CCO 5 - 8)
 - g. Percentage Funding Used to Date (Contractor) 66.4%
 - h. Percentage Funding Used to Date (Total Project) 60.8%
 - i. Percent Contingency Used to Date 26.8% (32.9%)
 - j. Days for Completion 134 Working Days (+3 Days, CCO 5 - 8)
 - k. Elapsed Days 188 Working Days
 - l. Remaining Days -54 Working Days (-51 CCO 5 – 8)
- III. CONSTRUCTION SITE REPORTS
 - a. Progress to Date
 - b. Contractor (1-MONTH LOOK AHEAD)
- IV. CHANGE ORDERS
 - a. Groveland CSD Contingency Used
 - i. Labor, Material and Equipment costs for valve/piping replacement at Butler Way Pump Station – Moyle (\$16,034.80)
 - b. Fully Executed
 - i. Change Order No. 1 – Additional Structural Repairs in Big Creek Clearwell (\$33,217.80 and 8 Additional Working Days)
 - ii. Change Order No. 2 – Relocation of ARV to Adjacent Wye Fitting at Butler Way Pump Station (No Cost and 2 Additional Working Days)

- iii. Change Order No. 3 – Installation of Insulation in Both the Big Creek and Second Garrotte New Electrical Cabinets (\$953.00 and No Working Days)
 - iv. Change Order No. 4 – Inspection Sand Blast (Time & Material) (\$46,457.90 and 4 Additional Working Days)
 - v. Change Order No. 5 – Addition of Inlet ARV at Butler Way Pump Station (\$2,116.00 and 1 Working Day)
 - vi. Change Order No. 6 – Upgrade of Pressure Transmitter at Butler Way Pump Station (\$3,832.50 and 0 Working Day)
 - vii. Change Order No. 7 – Additional Communications Between Tank1 and Butler Way Pump Station (\$5,637.45 and 1 Working Day) (Pending Contractor Execution)
 - viii. Change Order No. 8 – Additional Big Creek Punch List Items (\$10,800 and 1 Working Day) (Pending Contractor Execution)
- c. Received
 - i. Pending Change Order No. 14 – Additional Work at Butler Way (\$2,813.00 and 1 Working Days)
 - d. Denied
 - i. Pending Change Order No. 1 – Oil in Tank (\$48,539.00 and 14 additional Working Days)
 - ii. Pending Change Order No. 6 – Lid Pin Holes Repairs (\$14,200 and 2 additional Working Days)
 - iii. Pending Change Order No. 11 – Oil Removal from Big Creek Clearwell Baffles (\$39,078.00 and 7 Working Days)
 - iv. Pending Change Order No. 15 – Oil in Second Garrotte Clearwell (\$22,000 and 4 Working Days)
 - v. Pending Change Order No. 16 – Oil in Second Garrotte Clearwell Baffles (\$10,600 and 2 Working Days)

V. SUBMITTAL REVIEW

- a. Approved Submittals
 - i. Submittal No. 1 – 42
- b. Remaining Submittals
 - i. None

- VI. REVIEW RFI LOG
 - a. Responded RFI's
 - i. RFI No. 1 – 31, 33 - 35
 - b. Pending RFI's
 - i. None
- VII. Claims
 - a. Claim No. 1 – Oil in the Tank
 - i. Responded
 - b. Claim No. 2 – Additional Expenses Incurred for Big Creek Clearwell Coating
 - i. Responded
 - c. Claim No. 3 – Relocation of ARV at Butler Way Pump Station
 - i. Claim Removed
 - d. Claim No. 4 – Mill Scale in Big Creek Clearwell and Chlorine Contact Tank
 - i. Responded
- VIII. PAYMENT REQUESTS
 - a. Processed
 - i. Disbursement Request No. 1 (\$331,640.00)
 - 1. Received.
 - ii. Disbursement Request No. 2 (\$298,997.00)
 - 1. Received.
 - iii. Disbursement Request No. 3 (\$673,932.00)
 - 1. Received.
 - iv. Disbursement Request No. 4 (\$510,681.00)
 - 1. Received.
 - v. Disbursement Request No. 5 (\$132,385.00)
 - 1. Received.
 - vi. Disbursement Request No. 6 (\$49,199.00)
 - 1. Submitted 7/28/2021
 - vii. Disbursement Request No. 7 (\$301,594.00)
 - 1. Submitted 8/31/2021

IX. PROJECT SCHEDULE

i. Butler Way

1. Sound enclosure estimated delivery delayed to middle of September.

X. CONCERNS

XI. ADJOURN



Operations Report

Month of Review: August 2021

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

Wastewater Treatment Plant Flows

Influent Totals From: August 2021	
Total	3.42 MG
High	.15 MG
Low	.07 MG
Average	0.1 MG

Effluent Totals From: Plant: August 2021	
Total	3.43 MG
High	0.15 MG
Low	0.07 MG
Average	0.11 MG

Rainfall Totals at the Sewer Treatment Plant Month of August 2021	
Year	Total Rainfall-inches
2021	0.00 (High 0.00)
2020	0.01 (High 0.01)
2019	0.00 (High 0.00)
2018	0.00 (High 0.00)
2017	0.00 (High 0.00)
Current Season Total	0

Wasting Totals	
Total Inches	358
Total Pounds	6452

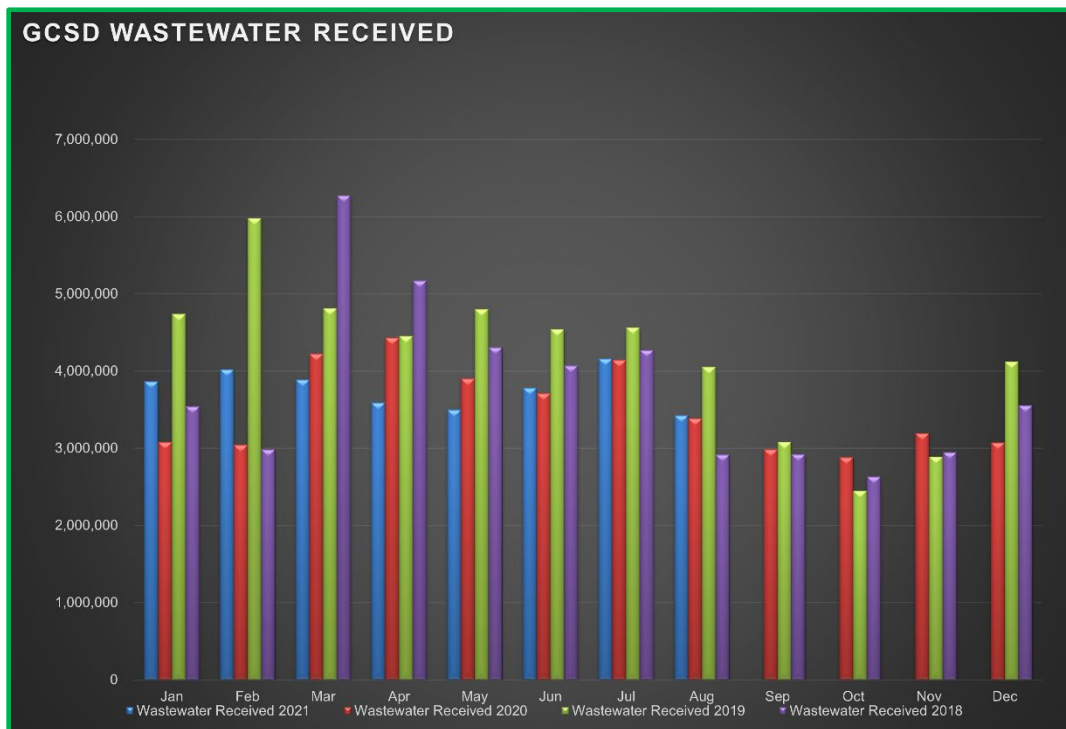
Reclamation Totals	
PML	0
Spray Fields	0
PML Season Total	0
Spray Fields Total	0

Active Sewer Accounts: 1562

Activities at the Wastewater Treatment Plant

- Took weekly Bac-Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Aqua Lab for testing
- Completed monthly Wastewater Report and sent to the State Water Resources Control Board
- Completed daily rounds and Lab
- Adjusted packing on STP RAS Pump (Omar)
- Mowed Spray Fields
- Cleaned out clogged Roto Strainer at the STP Headworks
- Replaced chains on “solids” handling dump bin
- Replaced blower motor and adjusted pop-off valves
- Began Reservoir 2 and Flume maintenance
- Grade out road for Spray field 4 and removed brush
- Cleaned the Digester Diffusers

Current and Past Monthly Influent Totals



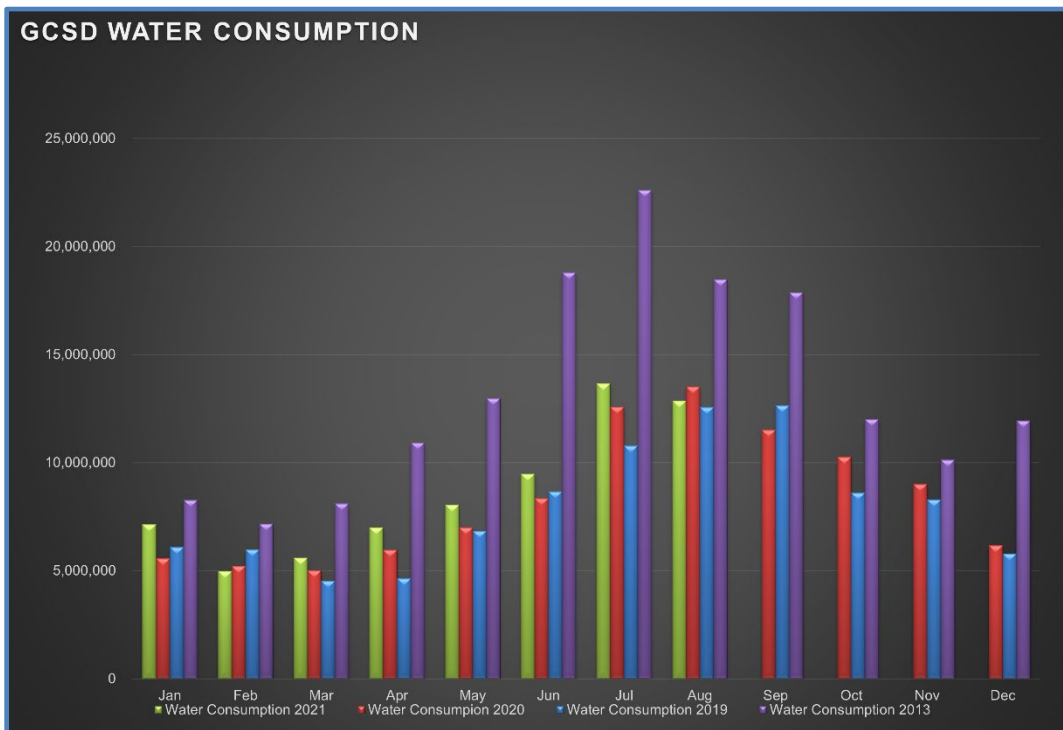
Wastewater Collections Department

- Completed all Preventative Maintenance Check Sheets (PMCS) at all Lift Stations (weekly)
 - Added degreaser and odor control as needed
- Chemical flushed gravity sewer lines throughout the District for system maintenance
- Inspected and flushed problem manholes
- Hydro flushed multiple gravity lines throughout the District for system maintenance
- Cleaned Lift Stations 1, 3, 4 and 16
- LS4: Replaced Pump 1 hour meter
- LS7: Cut and installed mats over old can and manhole
- LS13: Replaced UPS; Replaced auto dialer power cord; replaced air release valves for both pumps; flushed forced main with fresh water; landscape maintenance
- Completed manhole inspections: Bass Pond; LS9; LS10
- Opened all manholes that were paved over on Pleasant View and Upper Skyridge and then flushed lines
- Camera and marked sewer line on otter court easement
- Worked with PML to locate sewer lateral line for PML Stables

Treated Water Department

- Submitted monthly Water Treatment Report to State Water Resources Control Board
- Submitted monthly Conservation Report to State Water Boards
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC
- Took weekly Treatment Plant samples and sent into Aqua Lab
- Took weekly distribution samples and sent into Aqua Lab
- BCWTP: Greased booster and motors

Current and Past Monthly Water Consumption



Distribution Department

- Monitored/sample Distribution Tank as needed
- Read all District Water Meters
- Normal day to day: Trouble calls (low press/high press, no water, shut off for repairs etc.)
- Completed weekly checks on Tank 4, Highlands Pump stations (Building, Pneumatic Tank, Pumps and MCC Cabinet)
- Responded and marked multiple USA throughout the District
- Cleaned meter boxes and replaced all meters with Metron cellular auto-reading meters in Unit-11
- Tank 3: Poured new concrete pad and replaced mounting structure with Uni-Strut for tank electrical panels
- Tank 4: Greased booster pumps and motors
- Dead-End Flushing: unit 4; 5 and 6
- Potholed for water main at Ferretti Rd and PMD for Moyle
- Water Service Line repairs: Reid circle and Pine Mountain Drive



Pine Mountain Drive Service Line Repair

Meter Related Services	Total
Check/repair meter	2
Install water meter	1
Monthly Meter Restrictions	0
Meter change outs	43
Read tenant out	3
Re-Read	50
Turn off meter	2
Turn on meter	0
Test meter	31
Total Distribution Issues	132

Billed Consumption 2021		Gallons
Residential		12,859,129
Commercial		950,196
Billed Consumption 2020		Gallons
Residential		12,739,361
Commercial		769,891

Active Water Accounts:3257

Construction and Maintenance

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

Maintenance

- General yard maintenance around the District amenities (mow, weed eat, trash, debris removal, limb trees ETC)
- Cleaned around dumpster area and hauled cardboard to Moore Brothers
- Continuous Corp yard cleanup
- Serviced and repaired diaphragm pump and walk-behind concrete saw
- Replaced dump gate gasket on Vactron
- Truck 3: Serviced; replaced oil pan; Rotated tires
- Truck 15: replaced headlights
- Truck 10: Repaired exhaust system
- Flush truck: replaced hub seals
- Mounted water and air hose reels for shop
- Replaced dishwasher in Admin Kitchen
- Repaired wiring on Sky Crane in Shop

Projects/Contract Work

- Moyle:
 - Asphalt patch repairs
- Presidio System Inc:
 - Lift Station Cleaning
 - LS5, LS6; LS7; LS8
- Napa Auto Parts
 - Worked on consolidating inventory

After Hour Calls

- Staff had 25 after hour calls: 11 Water; 12 Sewer; 1 Park; Other 1; all resolved

Workplace Safety and Training

Weekly Safety Meetings and Training

- Daily Tailgate Meetings
- Weekly Safety Meetings
- Weekly Security Checks
- Weekly Vehicle Inspection
- SDRMA Safety Courses

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

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

Call to Order

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

Absent: Director Armstrong

Approve Order of Agenda

Motion

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

Ayes: Directors Edwards, Kwiatkowski, Mora, and Swan

Absent: Director Armstrong

Director Armstrong joined the meeting at 10:22am.

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

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

Proclamations

- i. Recognition of Greg Dunn for his 6 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 July 13, 2021, Regular Meeting
Accept July 2021 Payables

Approve CEQA Notice of Exemption for the Generator Replacement Project Funded by the Community Power Resiliency Grant

Appointment of Ad Hoc Committee for Review of CPSHR Proposal Related to Organizational Evaluation, Job Description Updates, and other Related Items

Waive Reading of Ordinances and Resolutions Except by Title

Motion

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

Old Business

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

Second Reading and Adoption of Ordinance No. 2021-01 Authorizing the Levy of Special Taxes on Parcels That Will Annex to a Community Facilities District – Groveland Community Services District Community Facilities District No. 2021-01 (Public Services)

Motion

Director Swan moved, seconded by Director Kwiatkowski and the motion passed unanimously by roll call to adopt Resolution 25-2021 Approving Ordinance No. 1-21 Authorizing the Levy of Special Taxes on Parcels That Will Annex to a Community Facilities District –Groveland Community Services District Community Facilities District No. 2021-01 (Public Services)."

Status Update Report on the Partnership and Lease Agreement with Cal.net for the Expansion of Broadband Internet Services Within the District

Motion

No action taken.

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.

Review of the District's Requests for Funding Under the American Rescue Plan Relief Funds Available to Tuolumne County and Formulation of a Final Request/Recommendation for the Board of Supervisors

Motion

No action taken.

Review and Input on Agreement with Tuolumne County for the Collection of Development Impact Fees for New Development and the Scope of Work and Fees Associated with the Process of Annexation into the Community Facilities District 2021-01, Public Services

Motion

No action taken.

Review of Plans for Replacement of the Mary Laveroni Park Restrooms with Partial Funding Provided by the State of California Per-Capita Grant Funds

Motion

Director Swan moved, seconded by Director Kwiatkowski and the motion passed unanimously by roll call to direct staff to proceed with submitting an application to the state's Per Capita Grant Program for the rehabilitation and upgrade of the restroom facility located in Mary Laveroni Park".

Adoption of a Resolution Approving Consulting Services Agreement with WRT for the Design, CEQA Documentation and Related Services for the Mary Laveroni Community Park Improvements 2021; Adventure-Trails-Activities Master Plan

Motion

Director Swan moved, seconded by Director Mora and the motion passed unanimously by roll call to adopt Resolution 23-2021 Approving Consulting Services Agreement with WRT for the Design, CEQA Documentation and Related Services for the Mary Laveroni Community Park Improvements 2021; Adventure-Trails-Activities Master Plan."

Review of Initial Draft of the District's Municipal Service Review (MSR) Under Consideration for Approval by LAFCO

Motion

No action taken.

Consideration of the Potential Activation of Street Lighting Latent Powers, Assuming its Services and the Dissolution of the Groveland Lighting District

Motion

Director Kwiatkowski moved, seconded by Director Armstrong and the motion passed unanimously by roll call to direct staff to notify Tuolumne County LAFCO of the District's interest to proceed with activating the Street Lighting latent powers available to CSDs in the California Government Code.

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

Director Armstrong moved, seconded by Director Edwards and the motion passed unanimously by roll call to approve adoption of Resolution 24-21 establishing Board Member Remuneration, in accordance with Director's Policy 10.3, for attendance at Board Meetings, Trainings, and other approved events.

Adjournment

Meeting adjourned at 12:26pm.

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Rachel Pearlman, Board Secretary

DRAFT

**SPECIAL MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
September 7, 2021
10:00 a.m.**

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

Call to Order

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

Absent: Director Armstrong

Public Comment

None.

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

Conference with Real Property Negotiations Govt. Code Section 54956.8

Property: APN 007-010-002-000 & 007-010-020-000

Agency Negotiators: General Manager Peter Kampa

Other Parties in the Negotiation: Lauree Borup/Vanessa Meyers, RE/MAX GOLD

Under Negotiation: Price, Terms and other Conditions for the Purchase of Vacant Land

The Board convened into closed session at 10:10am.

The Board reconvened into open session at 11:24am.

Announcement of Reportable Action taken in Closed Session

The Board gave direction to negotiators.

Adjournment

Meeting adjourned at 11:26am.

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Rachel Pearlman, Board Secretary

DRAFT



ACCOUNTS PAYABLE CHECK LISTING

August 2021
Fiscal Year 20/21
Board Approval Date _____

Accounts Payable Checks



User: dpercoco
Printed: 9/8/2021 9:10:55 AM

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
20685	GEN01	General Plumbing Supply	8/25/2021	True	Parts for Flush Truck fill pipe	\$39.56
20686	SDR01	SDRMA	8/25/2021	True	2020/21 Workers Comp Reconciliation - Payroll	\$4,918.96
20687	Adv02	Adventist Health Sonora	8/25/2021	True	Employment Physical for Andrew Klein	\$634.00
20688	GRA04	Grainger	8/25/2021	True	1 ea. speed control for Big Creek UV room exhaust fan	\$52.97
220689	AIR01	Airgas USA, LLC	8/25/2021	True	Welding supplies/gas for Maintenance shop	\$276.02
220690	am01	AM Consulting Engineers, Inc.	8/25/2021	True	Engineering fees for July 2021 UWMP, BC, IRWMP, etc	\$33,046.75
220691	BLU02	Anthem Blue Cross	8/25/2021	True	Insurance D. Beaudreau	\$1,091.28
220692	ATT02	AT&T	8/25/2021	True	Monthly Cal Net phone service	\$410.53
220693	CWEA	CWEA	8/25/2021	True	Andrew Marshal membership renewal	\$192.00
220694	Deu01	Deutsch, Travis	8/25/2021	True	Reimburse for Work Boots	\$193.90
220695	Du-A01	Du-All Safety, LLC	8/25/2021	True	12 Hrs. Safety Assessment Consultation for July, 2021.	\$1,800.00
220696	EDIS01	E.D.I.S.	8/25/2021	True	Supplemental Health Insurance Claims for July	\$5,639.97
220697	Far02	Farr Construction	8/25/2021	True	Jun 21 - Jul 21 Progress Payment #6.1 Clearwell Project	\$35,625.00
220698	Fas02	Fastenal	8/25/2021	True	10 boxes Nitrile gloves for O & M stock	\$235.76
220699	flo01	Flores, Jennifer	8/25/2021	True	Monthly Internet Stipend	\$100.00
220700	GRA04	Grainger	8/25/2021	True	Blower, Odor Control, Marking Paint	\$2,974.93
220701	H&S	H & S Parts and Service	8/25/2021	True	Repair #781 air line	\$411.97
220702	HAC01	Hach	8/25/2021	True	Chemical for Water Treatment Plant	\$263.12
220703	Hun02	Hunt & Sons, Inc.	8/25/2021	True	Fuel & Oil	\$5,207.85
220704	Kam02	Kampa, Peter	8/25/2021	True	Monthly Internet Stipend	\$100.00
220705	Met04	Metron-Farnier, LLC	8/25/2021	True	New Water Meters to complete Route #11	\$1,612.41
220706	Min01	Miner's Mart	8/25/2021	True	Movies in the Park supplies	\$142.29
220707	MOO01	Moore Bros. Scavenger Co., Inc.	8/25/2021	True	30 Yd. Monthly Debris Box Rental	\$142.88
220708	Moo06	Moore Ranch Trucking	8/25/2021	True	One load of Road Base for C & D Stock	\$550.00
220709	NBS01	NBS Government Finance Group	8/25/2021	True	CFD Formation Consulting Services for July, 2021 July	\$5,000.00
220710	neu01	Neumiller & Beardslee	8/25/2021	True	Legal fees CFD & DIF - Agenda Review Plumbing	\$2,438.00
220711	Pac06	PACE Supply Corp	8/25/2021	True	supplies for C & D Stock	\$3,557.48
220712	per06	Percoco, Debra	8/25/2021	True	DMV Registration for Fire Truck/Ambulance	\$684.00
220713	Pri04	Principal Life Insurance Company	8/25/2021	True	Monthly Dental, Vision, Life & LTD Insurance for Sept.	\$4,350.08
220714	Ron01	Roni Lynn	8/25/2021	True	Social Media Management for August	\$2,600.00
220715	SFPUC	San Francisco Public Utilities Commission	8/25/2021	True	Monthly Water Purchase	\$22,733.98
220716	tho06	Thomas & Associates	8/25/2021	True	Tsurimi Pump for Lift Station #9 Replacement	\$7,757.01
220717	Tuo14	Tuolumne County Recorder	8/25/2021	True	10 Satisfaction of Liens	\$200.00

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
220718	ULI01	ULINE, Attn AR	8/25/2021	True	Floor Sweep Oil, janitorial supplies	\$924.00
220719	UNI01	Union Democrat	8/25/2021	True	8/18/21 Public Notice of Adoption of Ordinance	\$234.00
220720	USA03	Usa Blue Book	8/25/2021	True	2 ea. 3/4" Meter gaskets	\$78.35
220721	Van01	VanDyk, Renee	8/25/2021	True	Monthly Internet Stipend	\$100.00
220722	Ver03	Verizon Wireless 7706	8/25/2021	True	Monthly Auto Dialers	\$129.12
220723	Wil06	Wille Electric Supply., Inc	8/25/2021	True	Mounting hardware for hose reels and Solar panels at tanks.LF	\$714.55
220724	Wood01	Wood Rodgers, Inc.	8/25/2021	True	Prof. Services for Integrated W/WW Master Plan for July, 2021	\$5,907.50
220725	ZEE01	Zee Medical Service Co	8/25/2021	True	First Aid Supplies	\$94.43
115829	OE3	Operating Engineers Local #3	8/16/2021	True	PR Batch 00002.08.2021 Oper Engin Union Dues	\$353.99
902334	CAL09	CalPers 457 Plan Administrator	8/16/2021	True	PR Batch 00002.08.2021 CalPers Def Comp	\$1,000.00
902335	DCSS	Dept of Child Support Services	8/16/2021	True	PR Batch 00002.08.2021 Wage Garnish Child Support	\$205.03
902336	EDD01	EDD - Electronic	8/16/2021	True	PR Batch 00002.08.2021 SDI - Employee	\$2,852.52
902337	FedEFTPS	Federal EFTPS	8/16/2021	True	PR Batch 00002.08.2021 Medicare Emple Portion	\$16,063.85
902338	Orion	Orion Portfolio Solutions	8/16/2021	True	PR Batch 00002.08.2021 Orion 457	\$1,105.00
902339	PER01	Pers - Electronic	8/16/2021	True	GASB 68 Reports & Schedules	\$11,132.23
20613	Adv02	Adventist Health Sonora	8/10/2021	True	Employee physicals and vaccinations.	\$1,444.00
20614	am01	AM Consulting Engineers, Inc.	8/10/2021	True	Engineering Fee - Inundation Maps, Risk Assessment to EPA	\$34,632.40
20615	AME03	American Red Cross	8/10/2021	True	8 ea. Adult/Pediatric CPR training class	\$1,050.00
20616	AQU01	Aqua Labs	8/10/2021	True	Sewer/Water Lab Tests	\$4,430.00
20617	Hurst	Hurst Ranch Supply	8/10/2021	True	10 ea. Stall mats for Lift Station Odor control	\$557.70
20618	MOO01	Moore Bros. Scavenger Co., Inc.	8/10/2021	True	30 Yd. Monthly Debris Box Rental	\$142.88
20619	neu01	Neumiller & Beardslee	8/10/2021	True	Legal Services for June	\$2,129.00
20620	Wood01	Wood Rodgers, Inc.	8/10/2021	True	Prof.services through 6/30/21 for Integrated W/WW Master Plan	\$4,883.75
20621	Yos05	Yosemite Hwy 120 Chamber of Commerce	8/10/2021	True	49er Festival Park Use Fees Refund	\$500.00
20622	BLU01	Anthem Blue Cross	8/10/2021	True	Sept. Monthly Group Health Insurance	\$25,980.30
20623	Aquafix	Aquafix	8/10/2021	True	55 gal. Sewer Sweetener, 55 gal. GreaseZilla, Desulfanator	\$5,477.61
20624	UB*02892	Bank N.A., Wells Fargo	8/10/2021	True	Refund Check 016702-000, 19131 DYER CT 5E/01	\$163.51
20625	Ban03	Banks Glass	8/10/2021	True	Repaired O & M office door closing mechanism	\$372.00
20626	UB*02899	Burke, Diane	8/10/2021	True	Refund Check 016249-000, 20885 Elderberry Way 11/42	\$373.07
20627	CAR06	Carbon Copy Inc.	8/10/2021	True	Monthly Copier Usage	\$41.95
20628	Datapros	Dataprose LLC Attn AR	8/10/2021	True	Monthly UB Statement Processing	\$1,874.28
20629	DIS01	Dish Network	8/10/2021	True	Satellite TV for FD	\$79.55
20630	DRU01	Drugtech Toxicology Services, LLC	8/10/2021	True	Consortium DOT Tests	\$304.00
20631	UB*02902	DuQuette, Gary	8/10/2021	True	Refund Check 007044-000, 19486 FERRETTI RD 6/242	\$103.95
20632	UB*02906	Estes, James	8/10/2021	True	Refund Check 016818-000, 20230 LITTLE VLLY 13/217	\$2.14
20633	Fas02	Fastenal	8/10/2021	True	20 boxes Nitrile gloves for Operator safety	\$471.51
20634	UB*02907	Garibay, Jesus & Angelina	8/10/2021	True	Refund Check 015675-000, 20828 FERRETTI 3/2	\$181.04
20635	GCS02	GCSO	8/10/2021	True	GCSO Water Bills	\$8,358.16
20636	GCS01	GCSO Petty Cash	8/10/2021	True	Supplies for Movies in the Park	\$121.49
20637	GEN01	General Plumbing Supply	8/10/2021	True	Replace stock and meter boxes	\$2,766.22
20638	gilb01	Gilbert Associates, Inc.	8/10/2021	True	CPA Services - Monthly	\$3,400.00
20639	HAC01	Hach	8/10/2021	True	Chemicals for Treatment plants	\$7,854.12
20640	UB*02904	Hamilton, Douglas & Dorothy	8/10/2021	True	Refund Check 012987-000, 13361 YORKSHIRE 12/186	\$4.39

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
20641	Hun02	Hunt & Sons, Inc.	8/10/2021	True	Fuel & Oil	\$4,344.87
20642	ind04	Industrial Electrical Co.	8/10/2021	True	1 ea. Dayton Sample back up sump pump	\$2,235.84
20643	IRO01	Iron Mountain	8/10/2021	True	Shredding docs- 2 ea. 65 gallon bins	\$243.93
20644	UB*02897	Maguire, Michael	8/10/2021	True	Refund Check 010595-000, 19350 Pleasant View 1/69	\$141.57
20645	Min01	Miner's Mart	8/10/2021	True	Fuel for Truck #19	\$120.93
20646	Mitel	Mitel	8/10/2021	True	District Telephone Service	\$349.96
20647	MOO01	Moore Bros. Scavenger Co., Inc.	8/10/2021	True	Garbage Service - Monthly	\$591.92
20648	Moo06	Moore Ranch Trucking	8/10/2021	True	1 load of 1" Drain Rock for C & D Stock	\$550.00
20649	MOT03	Mother Lode Answering Service	8/10/2021	True	Monthly Call Forward/Paging	\$307.95
20650	MOU03	Mountain Oasis Water Systems	8/10/2021	True	Bottled Water	\$197.50
20651	NBS01	NBS Government Finance Group	8/10/2021	True	Consulting services for Dev.Impact Fee Study for July, 21	\$1,096.25
20652	Oreil	O'Reilly Auto Parts	8/10/2021	True	July Auto Parts	\$974.94
20653	per04	Percoco, Ronald	8/10/2021	True	Janitorial Services & Uniform Cleaning	\$2,862.00
20654	UB*02896	Perry, Kevin	8/10/2021	True	Refund Check 016183-000, 12725 Cresthaven 4/510 & 511	\$43.31
20655	PGE01	PG&E	8/10/2021	True	Monthly Electric Charges	\$714.71
20656	UB*02900	Pieretti, Paul & Cindee	8/10/2021	True	Refund Check 008688-000, 20100 Lower Skyridge 15/108	\$437.50
20657	Pin07	Pine Mountain Auto	8/10/2021	True	July Auto Parts	\$186.63
20658	UB*02901	Pitkin, Trustee, Russell & Judith	8/10/2021	True	Refund Check 015351-000, 19970 RIDGECREST 13/316	\$158.30
20659	pml01	PML Hardware & Supply Inc.	8/10/2021	True	Monthly Hardware supplies	\$400.35
20660	UB*02903	Pritchard, Phillip & Kathryn	8/10/2021	True	Refund Check 016334-000, 11082 MERRELL RD LOT 091	\$160.19
20661	UB*02898	Ramos, Richard & Katherine	8/10/2021	True	Refund Check 009364-000, 12807 Mueller Dr 5/137	\$97.01
20662	SUE01	Ray Suess Insurance & Invst	8/10/2021	True	Retired Members Medical - Monthly	\$3,473.48
20663	UB*02894	Repp, Benjamin	8/10/2021	True	Refund Check 015392-000, 13069 WELLS FARGO 2/416	\$77.49
20664	UB*02908	Rich, Rudolph & Marjorie	8/10/2021	True	Refund Check 012984-001, 20775 Nonpareil Way 10/39	\$344.02
20665	UB*02909	Riley, Joseph	8/10/2021	True	Refund Check 013244-000, 19301 Elder Lane (WINDING WAY)	\$406.91
20666	Safety-K	Safety-Kleen Systems, Inc.	8/10/2021	True	Maintenance on Parts Washer	\$557.55
20667	Sna01	Snap-on	8/10/2021	True	1 ea. A/C gauge set, Hot Gloves, Torque Wrench	\$923.42
20668	Sol01	Solenis LLC	8/10/2021	True	1800 pounds of Emulsion Polymer for WWTP sludge press	\$4,018.25
20669	son12	Sonora Ford	8/10/2021	True	Truck#8 repair steering column	\$157.79
20670	Sprbrk	Springbrook Holding Co. LLC	8/10/2021	True	Monthly Civic Pay C/C Pmt Fees, Annual Springbrook Sub.	\$20,538.83
20671	Syn02	Synapse Technologies Inc.	8/10/2021	True	Annual Laserfiche Cloud Subscription 8/27/21 to 8/27/2022	\$6,025.00
20672	tho06	Thomas & Associates	8/10/2021	True	1 ea. Homa pump, replaced pump at Lift Station #5	\$12,469.41
20673	TUO01	Tuo. Co. Public Power Agency	8/10/2021	True	Public Power Purchase - July	\$21,151.97
20674	TWO1	Two Guys Pizza	8/10/2021	True	Admin Meeting	\$54.95
20675	UMP01	UMPQUA Bank	8/10/2021	True	July Credit Card Purchaes	\$8,398.11
20677	UNI01	Union Democrat	8/10/2021	True	3 ea. Public Hearing Notice-Impact fee for Fire/Parks	\$598.50
20678	USA03	Usa Blue Book	8/10/2021	True	Meter Gaskets, C&D Tools, 4 each Float Switches	\$2,038.66
20679	Ver02	Verizon Wireless 5298	8/10/2021	True	Monthly Cell Phone	\$913.43
20680	UB*02905	Watson, Albert & Dian	8/10/2021	True	Refund Check 012571-000, 20772 Buttercup Circle 4/310	\$71.97
20681	Wells	Wells Fargo Vendor Financial Services, LLC	8/10/2021	True	Monthly Lease on Admin Copier	\$359.28
20682	UB*02895	Woods Trustee, Mitchell	8/10/2021	True	Refund Check 014884-000, 19825 FERRETTI RD 6/116	\$229.42
115828	OE3	Operating Engineers Local #3	8/2/2021	True	PR Batch 00001.08.2021 Oper Engin Union Dues	\$353.99
902327	CAL09	CalPers 457 Plan Administrator	8/2/2021	True	PR Batch 00001.08.2021 CalPers Def Comp	\$560.00

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
902328	CAL09	CalPers 457 Plan Administrator	8/2/2021	True	PR Batch 00001.08.2021 CalPers Def Comp	\$440.00
902329	DCSS	Dept of Child Support Services	8/2/2021	True	PR Batch 00001.08.2021 Wage Garnish Child Support	\$205.03
902330	EDD01	EDD - Electronic	8/2/2021	True	PR Batch 00001.08.2021 State Income Tax	\$2,751.13
902331	FedEFTPS	Federal EFTPS	8/2/2021	True	PR Batch 00001.08.2021 Federal Income Tax	\$15,482.53
902332	Orion	Orion Portfolio Solutions	8/2/2021	True	PR Batch 00001.08.2021 Orion 457	\$1,105.00
902333	PER01	Pers - Electronic	8/2/2021	True	PR Batch 00001.08.2021 PERS Employer Expense	\$9,668.55
					August Direct Deposit Payroll	\$83,041.02
					Total Accounts Payable	\$506,207.64



TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 14, 2021

SUBJECT: Agenda Item 6A: Adoption of a Resolution Establishing the Definition of Development as it Relates to the types of Projects to which the CFD 2021-1 will Apply

RECOMMENDED ACTION:

I move to approve Resolution 26-2021 establishing the definition of development as it relates to the types of projects to which the CFD 2021-1 will Apply.

BACKGROUND:

For the past several years, the Board and management have been evaluating opportunities to close the gap in the cost to provide park and fire services and the amount of tax revenue available to the District to fund these important services. The Board was made aware that every time a new residential lot is created, commercial building project approved or home built, the need to expand our park and fire services increases, and the funding gap widens. The Board therefore entered into agreement with NBS to conduct a Fiscal Impact Analysis (FIA) to determine exactly the amount of the funding gap, and how it could be closed for new development projects with the creation of a Community Facilities District, or CFD.

A CFD is formed to provide funding for specified public services in a specific area. The CFD provides the legal structure and process to levy special taxes to generate the revenue identified necessary in the FIA, under authorization of the Mello Roos Community Facilities Act contained in state law. On June 8, 2021, the Board of Directors adopted Local Goals and Policies for Community Facilities District formation and a resolution of intention to form Community Facilities District (CFD) 2021-1 to provide funding for fire and park services. The Board then held a public hearing on July 13, 2021, to receive public comments and protests on the CFD formation. Following the public hearing, the Board adopted Resolution 22-2021 officially forming CFD 2021-1 (Public Services), with boundaries the same as that of GCS D, and containing no parcels at this point. Existing developed properties are not required to annex to the CFD. Properties being developed may annex to the CFD by submitting a Unanimous Approval Form.

During management's introduction of the various reports and documents associated with the CFD formation, it was discussed that the CFD would apply to new land development projects, and that parcel splits/parcel maps and individual building permits would not annex into the CFD. The staff report incorrectly read as follows:

- *Individual parcels securing building permits, lot splits/combinations, and parcel maps of 5 parcels or less will **not** be required to annex into the CFD.*

During the process of creating the various forms and checklists, and training for implementation of the CFD, it was determined that the consultant prepared Fiscal Impact Analysis and CFD documentation contemplated CFD annexation for all types of building and development projects, including new residential or commercial buildings (permits) and development of all new parcels created. Basically, all new development creates an increased demand for services, and therefore all new development projects could annex to the CFD 2021-1. For documentation purposes, staff recommends documenting a definition of “development” in a Board resolution, to which annexation into the CFD would apply.

ATTACHMENTS:

Resolution 26-2021

FISCAL IMPACT:

There is no direct fiscal impact in adoption of this clarifying resolution. Applying the annexation requirements to all new development will ensure that the cost of providing fire and park services are covered proportionally and fully by all future parcels created and properties developed.

RESOLUTION 25-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ESTABLISHING THE DEFINITION OF DEVELOPMENT AS IT RELATES TO THE TYPES OF PROJECTS TO WHICH THE CFD 2021-01 WILL APPLY

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, on July 13, 2021, the Board of Directors adopted Resolution 22-2021 forming GCSD Community Facilities District 2021-1 (Public Services) to provide additional funding for Park and Fire services; and

WHEREAS, the Community Facilities District 2021-1 (Public Services) was formed to provide the legal structure and special taxation process for new development projects to pay their proportional cost of funding and expanding park and fire services in the future so that service finances and service levels remain appropriate and within District standards into the future; and

WHEREAS, the Board desires to document by resolution the types of new development/building projects that qualify for annexation to Community Facilities District 2021-1 (Public Services).

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY establish the definition of new development/building projects that qualify for annexation to the Community Facilities District 2021-1 (Public Services) as follows:

1. New construction or complete demolition and redevelopment of residential projects
2. New construction or complete demolition and redevelopment of hotel projects
3. New construction or complete demolition and redevelopment of RV park projects
4. New construction or complete demolition and redevelopment of commercial/industrial projects
5. Building additions (commercial/industrial) that increase total on-site building footprint by at least 100%, and
6. Any future projects that are likely to impose negative fiscal impacts to CSD services, as determined by CSD staff.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 14, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 14, 2021.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 14, 2021

SUBJECT: Agenda Item 6B: Adoption of a Resolution Approving an Agreement with NBS to Facilitate the Process of Annexation of Properties into the Community Facilities District 2021-1, Public Services

RECOMMENDED ACTION:

I move to approve Resolution 27-2021 an agreement with NBS to facilitate the process of annexation of properties into the Community Facilities District 2021-01, Public Services.

BACKGROUND:

NBS provided the technical expertise and analysis in the creation and implementation of the Community Facilities District 2021-1 (public services) formed to provide funding from new development projects for park and fire services. New development projects will be submitting documentation to “annex” into the CFD and be subject to its special tax. Engaging a consultant to prepare the necessary annexation documents assures that the process is correctly applied and documented; resulting in the correct levy of taxes as anticipated by the Board through the CFD.

In addition, the preparation of the annual tax rolls, special tax report and other legally required documentation is necessary according to a strict schedule. NBS is familiar with this process and has submitted a simple, competent scope of work and reasonable fee for administering the CFD annexation process as well as all aspects of the tax roll preparation.

Please note that the cost charged by NBS for the annexation process will be passed along for reimbursement to the District by the annexing party.

ATTACHMENTS:

Resolution 27-2021

FISCAL IMPACT:

Annexation fees charged by NBS are reimbursed by the annexing party. The direct annual expenses anticipated for administrative services as detailed in the proposal are:

Annual Base Fee.....	\$ 4,000
Annual Per Parcel Fee.....	\$1.00 per Parcel
Estimated Expenses (1).....	\$ 500

RESOLUTION 26-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE AGREEMENT WITH NBS TO FACILITATE THE PROCESS OF ANNEXATION OF PROPERTIES INTO THE COMMUNITY FACILITIES DISTRICT 2021-1, PUBLIC SERVICES

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, NBS prepared the Fiscal Impact Analysis, Local Goals and Policies for Community Facilities District formation, and documents related to the creation and adoption of Community Facilities District 2021-1 (Public Services) to fund a portion of the cost of providing park and fire services in the District; and

WHEREAS, the process of annexation of properties into the CFD 2021-1 requires certain technical and financial determinations and calculations, as well as the preparation of a Rate and Method of Apportionment for the tax levy; and

WHEREAS, processing of CFD annexation documentation, preparation of tax rolls and special tax reports are most effectively and accurately completed by specialized independent consultants; and

WHEREAS, the District has secured a scope of work and cost proposal from NBS meeting the needs and budget of the District for the administration of the CFD 2021-1.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY adopts Resolution 26-2021 approving the Agreement with NBS to facilitate the process of annexation of properties into the Community Facilities District 2021-01, Public Services.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 14, 2021, by the following vote:

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

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 14, 2021.

DATED: _____

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made this 14th day of September, 2021 by and between Groveland Community Services District, a special district organized under the laws of California (hereinafter called "District") and NBS hereinafter called "Consultant."

1. THE CONTRACT

This Contract consists of: (1) the general terms and conditions contained herein, and (3) the Exhibits attached hereto, as Exhibits A through C inclusive. The District has furnished the Consultant with the general program and requirements of Consultant's services and the Consultant acknowledges being informed as to the nature and extent of the services required. It is expressly understood between the parties that the District is relying on and looking to the Consultant for performing and establishing the specific and technical requirements of the professional services described below, except where otherwise provided.

2. THE PROFESSIONAL SERVICES

Consultant shall execute the following professional services specified in Exhibit A (Scope of Work) attached hereto and incorporated herein by reference.

3. COMPENSATION FOR SERVICES

Consultant shall receive compensation for performance of the professional services in the amount, and at the times specified, in Exhibit B (Compensation) attached hereto and incorporated herein by reference.

4. CONSULTANT'S RESPONSIBILITIES

A. The Consultant shall perform those services specified in Exhibit A (Scope of Work) and any such additional services as may be authorized in accordance with Article 6 hereof.

B. Consultant enters into this Contract, and will remain through the term of this Contract, as an independent contractor. Consultant agrees that Consultant is not and will not become an employee of the District while this Contract is in effect. Consultant is not entitled to the rights or benefits afforded to the District's employees, including but not limited to disability or unemployment insurance, worker's compensation, medical insurance, sick leave or other employment benefits. Consultant is responsible for providing at Consultant's own expense disability, unemployment, and other insurance, workers' compensation (as set forth below), training, permits, and licenses for Consultant and for Consultant's employees and subcontractors. The Consultant shall be responsible for methods and means used in performing the Consultant's services under this Contract.

C. In the event the Consultant's services are related to a particular project, the Consultant's services shall be performed in a manner, sequence and timing so that they will be coordinated with the needs of the District and other consultants, engineers, architects or contractors for the project. The District shall be the general administrator of the professional services for the project and shall facilitate the exchange of information amongst the consultants, engineers, architects or contractors retained by the District for the project as necessary for the coordination of the project. Except as authorized by the District, all communications between the Consultants and the District or others for the project shall be through the District.

D. The Consultant shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other contracted consultants for coordination and review. All aspects of the project designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall also become familiar with aspects of the project designed by the engineers and/or contracted consultants as necessary for the proper coordination of the project.

E. Consultant may, at Consultant's own expense, use any employees or subconsultants as Consultant deems necessary to perform the services required of Consultant by this Contract. The District shall not control, direct or supervise Consultant's employees or subconsultants in the performance of those services.

F. Consultant agrees that all designs, plans reports, specifications, drawings, inventions, processes and other information or documents produced by Consultant as a product of the performance of Consultant's services under this Contract will be and are hereby assigned to the District as the sole and exclusive property of the District and the District's assigns, nominees and successors, as well as any copyrights, patents, or trademarks obtained by Consultant in connection with the performance of services under this Contract.

G. Any written, printed, graphic, electronically or magnetically recorded information furnished by the District for Consultant's use are the sole property of the District. All such information shall be proprietary, including, but not limited to customer requirements, customer lists, marketing information and information regarding the project, the District's employees, products, services, prices, operations and subsidiaries. Consultant will keep such proprietary information in the strictest confidence, and will not disclose it by any means to any person except with the District's approval or except as required by law. On termination of the Contract, Consultant will return any proprietary information in Consultant's possession to the District.

H. Consultant agrees to indemnify and hold harmless the District, the members of its governing board and its officers, agents and employees from and against all demand, claims, damages, losses, liabilities, expenses and/or costs including reasonable attorney's fees and court costs, arising out of Consultant's willful misconduct, or negligent or reckless acts, errors, or omissions of services contemplated by this Contract, except however, for any such demands, claims, damages, losses liabilities, expenses and/or costs resulting from the willful misconduct, reckless acts, errors or omissions, or negligence of the District and/or its prorata share of negligence.

5. DISTRICT'S RESPONSIBILITIES

A. If the Consultant's services are related to a particular project, the District shall, with reasonable promptness, provide available information regarding the requirements for the project, including any existing or proposed plans and specifications and any requirements of public or quasi-public governmental agencies of which the District is aware.

B. The District may designate a representative authorized to act on the District's behalf with respect to the Consultant's services and, if applicable, the project. The District or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

6. TERMINATION, SUSPENSION OR ABANDONMENT

A. Notwithstanding any other provision of this Contract, this Contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party. In the event of such termination, Consultant shall be compensated hereunder for the value of services performed to the date of termination. In the event of such termination without cause, the District shall not be entitled to rely upon, nor shall Consultant have any liability arising out of the District's use of incomplete designs, plans, reports, specifications, drawings, or other uncompleted tasks.

B. This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination. For purposes of this subparagraph, the failure to substantially perform in accordance with this Contract includes, but is not limited to, the following:

(1) The District's failure to pay Consultant any compensation due within sixty (60) days after written demand for payment.

(2) Consultant's failure to competently complete the services specified under this Contract within the time periods specified herein or as reasonably directed by the District.

(3) Consultant's or the District's material breach of any representation or agreement contained herein.

(4) Failure of consultant to maintain insurance coverage as required in Section 7.

(5) Consultant may also withdraw from this Contract upon seven (7) days written notice in the event of the District's refusal to cooperate with Consultant or to follow Consultant's advice on any material matter, or the occurrence of any fact or circumstance that would render Consultant's services unlawful or unethical.

(6) In the event of any such termination, Consultant shall be compensated hereunder for the value of services performed to the date of termination.

7. INSURANCE COVERAGE

A. Consultant shall maintain insurance covering claims arising out of the performance of professional services under this Contract and caused by the errors, omissions or negligent acts for which the Consultant is liable, in an amount of no less than \$1,000,000 per occurrence. Additional coverage or terms may be required for Consultant's services related to a particular project.

B. The Consultant shall carry the following additional insurance:

C. General Liability Insurance, which insurance shall have limits of liability not less than the following:

Bodily Injury:	\$1,000,000 each occurrence
	\$1,000,000 each person
	\$2,000,000 aggregate
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

Consultant shall furnish the District, upon request, with (1) a certificate of insurance countersigned by an authorized agent or representative of the insurance company, that the insurance policies will not be cancelled, altered or reduced without thirty (30) days prior written notice to the District and that the policy or policies do not exclude coverage for contractual liability, and (2) an endorsement to the General Liability Policy, in the form of CG2010, or such other form reasonably acceptable to the District, confirming that the District and/or any of the affiliates and additional entities of the District that the District may designate, are named as additional insured on such policies. In the event of cancellation for non-payment, the District may pay premiums due by Consultant and deduct the paid payment from amounts then or subsequently owing to the Consultant hereunder. Insurance limits called for herein shall be considered to be minimum and the District shall have the absolute discretion to require higher limits should the nature of the work and risks involved therein call for such higher limits.

8. SAFETY

A. Consultant shall strictly observe and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or properties or their protection from damage, injury or loss. Without limiting the foregoing, Consultant shall comply with requirements, regulations, orders and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1986.

B. Consultant shall be liable to the District for all loss, cost and expense attributable to any acts of commission or omission by the Consultant, or its employees or agents resulting from the failure to use reasonable safety precautions and programs or to comply with safety laws, regulations or ordinances, including but not limited to any fines, penalties or corrective measures.

9. PAYMENT PROVISIONS

A. Unless otherwise specified in Exhibit B, the Consultant shall render monthly invoices in duplicate covering work completed in such month. Invoices received by the tenth (10th) of the month and approved for payment shall be paid within thirty (30) days.

B. Additional services, beyond the services listed in Exhibit A, may be required by the District. Such additional services shall be performed only in accordance with Change Orders, authorized and issued by the District or the District's designated representative. Each Change Order shall list the scope of revisions to be performed, state the time within which the work is to be completed, designate any special conditions, and state the agreed upon compensation for such services.

10. MISCELLANEOUS PROVISIONS

A. This Contract represents the entire and integrated agreement for the services between the District and Consultant and may be amended only by written instrument signed by both the District and Consultant.

B. Any notices required to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, by facsimile, or by any nationally recognized overnight service. Notices must be addressed to the parties at the addresses indicated on this Contract, but each party may change the address by giving written notice in accordance with this paragraph. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of the date of receipt or the fifth day after mailing, whichever occurs first. Notices sent by overnight services or facsimile shall be deemed communicated as of the earlier of the date of receipt or twenty-four (24) hours after mailing.

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

D. This Contract shall be binding upon the executors, administrators, heirs, successors and assigns of the District and the Consultant.

E. If any legal action or arbitration is instituted, including an action for declaratory relief to enforce or interpret the provisions of the Contract, the prevailing party will be entitled to reasonable attorney's and expert fees, which may be set by the court in such action or arbitration,

or in a separate action brought for that purpose, in addition to any other relief to which that party may be awarded.

F. This Contract will be governed by and construed in accordance with the laws of the State of California.

G. In the event that either the District or the Consultant shall at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition, or obligation.

H. If any term, condition or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract shall be valid and binding on District and Consultant.

I. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.

District Signature:

Consultant Signature:

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Mailing Address:
P.O. Box 350
Groveland, CA 95321-0350

NBS
870 Market Street, Suite 1223
San Francisco, CA 94102

Exhibit A

Scope of Work

1. Retention of Consultant. District hereby retains Consultant to perform the duties identified in this Exhibit A, for District on the terms and conditions specified in the "Contract for Professional Services".

2. Duties to be Performed. Consultant shall provide:

Assistance and administrative guidance and documentation of the process of annexation of properties to the CFD 2021-1 and preparation of related tax rolls and documentation as detailed in the NBS Proposal included as Exhibit C.

EXHIBIT B

COMPENSATION FOR SERVICES

Non-Bonded Community Facilities District Annexation Services

Consulting Fee (1)	\$ 3,000 per Annexation
Estimated Expenses (2)	\$ 350
Total Not to Exceed (per Annexation)	\$ 3,350
(1) Assumes landowner unanimous approval with waivers	
(2) See description of expenses below	

Community Facilities District Administration Services

Annual Base Fee	\$ 4,000
Annual Per Parcel Fee	\$1.00 per Parcel
Estimated Expenses (1)	\$ 500
(1) See description of expenses below	

EXPENSES

Customary out-of-pocket expenses will be billed to the CSD at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ANNUAL FEE INCREASES

Cost of living increases may be applied to the Administration services listed above on October 1 each year, beginning with the invoices issued on October 1, 2022. The COLA would be the actual cost of living increase based on the 12-month change from May to May in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the applicable region for the CSD’s location.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the CSD but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$225
Associate Director / Engineer	\$210
Senior Consultant / Manager	\$175
Consultant	\$155
Analyst	\$130
Clerical/Support	\$105

EXHIBIT C

CONSULTANT SCOPE OF SERVICES

Non-Bonded Community Facilities District Annexation Services with Landowner Vote via Unanimous Approval Form in Future Annexation Area

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with CSD staff, legal counsel, and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the CSD's preference
- Identify and resolve any special circumstances regarding the annexation of property to the CFD
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

LOCAL GOALS & POLICIES

NBS will review existing local goals and policies or assist the CSD in developing local goals and policies for the use of CFDs, as required by the Mello-Roos Community Facilities Act of 1982 (the "Act").

DATA COLLECTION

NBS will gather and review data relevant to the annexation of property to the CFD. Data will be obtained from various sources, including CSD records, Assessor's parcel maps, and County Assessor information.

COST ESTIMATE

NBS will review the property and proposed project to determine if a new Tax Zone is required.

RATE AND METHOD OF APPORTIONMENT

NBS will review the CFD Rate and Method of Apportionment as it relates to the property to be annexed to the CFD.

UNANIMOUS APPROVAL FORM

NBS will prepare and mail the unanimous approval form to all landowner electors within the territory of the proposed annexation to the CFD. Final form of the unanimous approval will be approved by CSD staff and legal counsel.

ADDITIONAL CFD DOCUMENTS

NBS will prepare the Notice of Special Tax Lien in compliance with the Act. Final form of the Notice of Special Tax Lien will be approved by CSD staff and legal counsel.

Community Facilities District Administration (Non-Bonded)

DATA COLLECTION

NBS will gather and review data pertinent to the administration of the Community Facilities District (CFD). Data will be obtained from various sources such as assessor's parcel maps, building permits and county assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. NBS will maintain and periodically update a database of all parcels within the CFDs and relevant parcel information.

ADMINISTRATIVE COST RECOVERY

NBS will assist the CSD in identifying all costs associated with the administration of the CFD and recover those costs through the levy process as outlined in §53317(e) and §53340 of the Government Code of the State of California. Such costs may include, but are not to be limited to: bank fees, legal fees, county tax collection fees, and costs and expenses of the CSD and its consultants related to administration of the CFD.

SPECIAL TAX REQUIREMENT

NBS will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of Apportionment, such as funds necessary for authorized services and maintenance, administrative expenses, collection costs for direct financing of services or facilities, and credits as determined from the analysis of the CFD funds.

LEVY CALCULATION

NBS will calculate the annual special tax levy for each parcel within the CFD following the guidelines established in the Rate and Method of Apportionment.

LEVY SUBMITTAL

NBS will submit the levy to the County Auditor-Controller in the required format by the County's deadline. Special Taxes rejected by the County Auditor-Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced directly to the parcel owner, with payment to be directed to the CSD.

SPECIAL TAX LEVY REPORT

NBS will provide an annual Special Tax Levy Report. This report will include a parcel listing with levy amounts and other parcel information, the details of the annual Special Tax Requirement, fund analysis, administrative expenses to be recovered, and status of the project and current issues affecting the CFD.

ADDITIONAL REPORTING

NBS will be a resource to the CSD by staying current and identifying any new legislation and reporting requirements as they relate to the CFD.

For each of the following reporting requirements, NBS will review all pertinent documents and obtain the information needed to:

- Prepare the required reporting to the California State Controller’s Office California Government Code, Section 12463.2, enacted as part of AB 2109. Provide to CSD staff for inclusion in the annual financial transaction report.
- Assist in the filing of the SB 165 report to the Board of Directors each year to comply with legislation that enforces additional reporting requirements. California Government Code, Sections 50075.3 or 53411.
- Prepare other reports as required by any State and/or Federal disclosure reporting requirements pertaining to each CFD, as applicable, amended, or newly enacted and required. This may be subject to additional fee.

NOTICE OF SPECIAL TAX DISCLOSURE

NBS will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the party requesting the disclosure form.

CONSULTING SUPPORT

NBS will provide a toll-free phone number for use by the CSD, other interested parties and property owners. Our staff will be available to answer questions regarding the CFD and ongoing collection of the special tax. Bilingual staff is available for Spanish-speaking property owners.

CSD’S RESPONSIBILITIES

The CSD shall furnish NBS with any pertinent information that is available to the CSD and applicable to the Services. The CSD shall designate a person to act with authority on its behalf in respect to the Services. The CSD shall promptly respond to NBS’ requests for reviews and approvals of its work, and to its requests for decisions related to the Services. The CSD understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, “Information”) supplied to NBS by the CSD or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to the CSD or any third party if such Information is not correct.

TERMS

Annexation Consulting services will be invoiced monthly. Administration services will be invoiced at the beginning of each quarter. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party may cancel this contract with 30 days written notice.



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 14, 2021

SUBJECT: Agenda Item 6C: Adoption of a Resolution Approving the Grant Agreement for the Department of Forestry and Fire Protection for the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978 and Authorize the General Manager to Sign the Grant Agreement and any Related Documents

RECOMMENDED ACTION:

I move to approve Resolution 28-2021 Grant Agreement for the Department of Forestry and Fire Protection for the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978 and authorize the General Manager to sign the Grant Agreement and any related documents.

BACKGROUND:

Groveland Community Services District Fire Department submitted an application to the California Department of Forestry and Fire Department Grant Assurances for Cooperative Forestry Assistance on April 22, 2021, for 20 Wildland Tactical Pants, and 2 Structure Turnout sets in the amount of \$10,539.08. On August 24th the District was notified that the 2021 Rural Fire Capacity (RFC) application was approved for funding at 50% of the total project cost, or \$5,269.54.

The Grant Agreement and supporting documents need to be signed and returned to the Department of Forestry no later than December 1, 2021.

ATTACHMENTS:

RFC Application
RFC Grant Agreement
RFC-AD 1048 Form
RFC Resolution 28-2021

California Department of Forestry and Fire
Protection 2021-2022 Application for Funding
Cooperative Forestry Assistance Act of 1978
Rural Fire Capacity (RFC) Program
Agreement # 7GF 21049



A. Department/Organization

Organization Name: Groveland CSD Fire

Contact's First Name: Peter Contact's Last Name: Kampa

Street Address: 18966 Ferretti Road

Mailing Address: P.O. Box 350 Groveland, CA 95321

City: Groveland County: Tuolumne Zip Code: 95321

State: California CAL FIRE Unit: TCU - Tuolumne-Calaveras Unit

Phone Number: (209) 962-7161 Email Address: pkampa@gcsd.org

DUNS Number: 11125952

To check to see what your DUNS Number is, or to apply for one, please visit the [DUNS Number web page](#).

B. Area to be served by award (include areas covered by contract or written mutual aid agreements).

Number of Communities: 4 Area: 14.50 square miles

Congressional District #: CA-4

Population: 3,451 Annual Budget: \$ 1,750,243.00

Latitude N 37 ° 50 ' 40 " Longitude W 120 13 33 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

C. Activity: Annual number of emergency incidents.

Fire: 4 + EMS: 380 + Other: 192 = Total: 576

D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

CAL FIRE USE ONLY (Formula-driven)

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 10,539.08

Amount Funded for this Agreement: \$5,269.54

MC

E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	Wildland Tactical Pant	20	\$ 180.00	\$ 3,600.00
2.	Safety - Structural	Structure Turnout Set	2	\$ 3,469.54	\$ 6,939.08
3.					\$ 0.00
4.					\$ 0.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

F. CAL FIRE USE ONLY (Formula-Driven)

Project Total Cost: \$ 10,539.08

G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)

Groveland CSD Fire provides all risk emergency services to the communities of Groveland, Big Oak Flat, Buck Meadows, and Moccasin. Groveland CSD Fire is a combination fire department, which has one staffed fire station located on Highway 120 in the town of Groveland, CA. It is 24 miles from the entrance to Yosemite, where 4,000,000 people visit per year. This proximity to Yosemite, makes Groveland CSD Fire a truly unique place to work. The call volume is generated by people from all over the world. To stay fiscally responsible, Groveland CSD Fire signed a schedule A contract with CAL FIRE in 2013. The budget for Groveland CSD Fire comes 100% from property taxes, and this has made it difficult to replace essential equipment. It has also made it challenging to stay NFPA compliant. We are requesting funding for twenty wildland tactical pants. These pants will be provided to our schedule A employees, and will allow us to be nfpa 1975 and nfpa 1977 compliant. We are also requesting funding for two structure turnout sets. Sadly, we do not have money in our budget to make essential upgrades like this. Assistance with purchasing these wildland tactical pants & structure turnouts, would alleviate the financial hardship that our district is currently facing.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2022. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2022.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:


Original Signature Required: Grantee's Authorized Representative

04/22/2021

Date Signed

Printed Name: Peter Kampa

Title: General Manager

Executed on: 04/22/2021

at

Groveland

Date

City

Organization Name: Groveland CSD Fire

**Grant Assurances for Cooperative Forestry Assistance Act of 1978
Rural Fire Capacity (RFC)**

Organization Name: Groveland CSD Fire

Contact's First Name: Peter

Contact's Last Name: Kampa

Street Address: 18966 Ferretti Road

Mailing Address: P.O. Box 350 Groveland, CA 95321

City: Groveland

County: Tuolumne

Zip Code: 95321

State: California

CAL FIRE Unit: TCU - Tuolumne-Calaveras Unit

Phone Number: (209) 962-7161

Email Address: pkampa@gcsd.org

DUNS Number: 11125952

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Rural Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
 - Safety helmet
 - Goggles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the Forest Service Civil Rights literature on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Peter Kampa

Signature of Authorized Agent: _____

Title of Authorized Agent: General Manager

Date: 04/22/2021

Submission requires an unsigned and signed application.

1. Please complete and save an **unsigned** application.
2. In addition, please print, sign, date, and scan a **signed** application (or DocuSign).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to CALFIRE.GRANTS@FIRE.CA.GOV.

Electronic copies must be submitted by May 4, 2021 at 11:59pm.

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT**

APPLICANT:

PROJECT TITLE: Rural Fire Capacity

GRANT AGREEMENT: 7GF21049

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2022.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$ 5,269.54 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Groveland Community Services District Fire Department

Applicant

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

By

Signature of Authorized Representative

Title

Pete Kampa, General Manager

By

Title: **Gabrielle Avina
Staff Chief, Cooperative Fire Programs**

Date September 14, 2021

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354021DG2012138	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ 5,269.54
GL UNIT 3540	BUD REF CHAPTER 001 21	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 9999000FED	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	UNENCUMBERED BALANCE \$ 5,269.54
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92717	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

**RURAL FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Rural Fire Capacity Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Groveland Community Services District Fire Department hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Rural Fire Capacity program in California, hereinafter referred to as RFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2021 Rural Fire Capacity Grant #21-DG-11052012-138 awarded to STATE by the Forest Service on July 21,2021. The CFDA for the award is 10.664, Cooperative Forestry Assistance. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said RFC and agrees to the terms and conditions specified in the Procedural Guide for Rural Fire Capacity Program 2021.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **INCORPORATION: The Procedural Guide for Rural Fire Capacity Program 2021, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**
6. **TIMELINESS: Time is of the essence in this Agreement.**
7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2021 or LOCAL AGENCY will forfeit the funds.**

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2021** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$5,269.54** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2022.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2022 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the RFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "RFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use RFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for RFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: Groveland Community Services District
18966 Ferretti Road
Groveland , CA 95321
Attention: Peter Kampa
Telephone Number(s):209-962-7161
E-mail pkampa@gcsd.org

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845
E-MAIL: Megan.Esfandiary@fire.ca.gov

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with RFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The RFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an RFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the RFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2022.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the RFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.
30. **MEDIA:** LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**BEFORE THE BOARD OF DIRECTORS OF THE
GROVELAND COMMUNITY SERVICES DISTRICT COUNTY OF TUOLUMNE, STATE OF
CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 27-2021

Approving the Department of Forestry and Fire Protection Agreement # 7GF21049 for services from the date of last signatory on page 1 of the Agreement to June 30, 2022 under the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Groveland Community Services District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2021-22 up to and no more than the amount of \$,269.54.

BE IT FURTHER RESOLVED that Pete Kampa, General Manager of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Groveland Community Services District Fire Department.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Groveland Community Services District, at a regular meeting thereof, held on the 14th day of September 2021, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

ABSENT:

Printed Name and Title

Signature, Board of Directors Member

Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----

ATTEST:

I _____, Clerk of the _____,
County of _____ California do hereby certify that this is a true and
correct copy of the original Resolution Number _____.

WITNESS MY HAND OR THE SEAL OF THE _____, on
this _____ day of _____, _____.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Title and Name of Local Agency



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 14, 2021

SUBJECT: Agenda Item 6E: Adoption of Resolution Accepting the Dedication of the Water Infrastructure for the Airport Estates

RECOMMENDED ACTION:

As the proper documentation has not been submitted to and approved by the District as of the date of this report, no action should be taken on the resolution at this meeting.

BACKGROUND:

In May of 2018 the district entered into agreement with mid valley aviation for the evaluation of the potential for infrastructure extensions to serve a residential development named airport estates. This subdivision project included the creation of eight rural residential parcels directly adjacent to the District boundaries and Groveland airport.

Following evaluation, it was determined that the water infrastructure could easily be extended to provide service to each of the lots with only the installation of individual water service lines and meter boxes. To provide water service to this location, the parcels created were required to annex into the district boundaries. An annexation agreement between the applicant and the district was executed on September 3rd, 2020. Unfortunately, the annexation process could not start until the district's municipal service review was updated through LAFCO. The executive officer for LAFCO did provide authorization for temporary out of area service to the lots prior to the completion of the annexation process. Once the municipal service review is completed and adopted, the annexation will proceed.

On July 14, 2020 the applicant and district entered into a construction plan check an inspection agreement for the installation of the water service laterals and related requirements. The applicant completed the installation and inspection up the laterals, and is expected to provide the remaining assurances, documentation, guarantees, and easements in the very near future. The provisions of the agreement related to notice of acceptance of the infrastructure and it's transfer to the District are included below for your information.

Notice of Acceptance

The District shall not provide service and a written notice of acceptance of the Project until all of the following have occurred:

- (a) The Project is finally inspected, tested and approved by the District as provided in Paragraph 6, above;

- (b) An engineer's certification that the Project is constructed in substantial conformance with the plans and specifications submitted to the District;
- (c) All real property, easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District;
- (d) The record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties have been provided to the District;
- (e) Applicant has paid the District all applicable fees and charges of the District, all in accordance with the rules and regulations for the District;
- (f) A detailed accounting of amounts expended for improvements; and
- (g) A list of assessor parcel numbers and service addresses to be served by the Project.
- (h) Applicant provides the District with a "Maintenance Guarantee" as provided in Section 12(b) below.

Transfer of the Project

Upon receipt of the notice of acceptance from the District, the Applicant shall deliver conveyance documents satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed Project to the District (Offer of Dedication). The transfer shall not be completed until the conveyance documents transferring the Project have been formally accepted by the District Board of Directors.

Risk of Loss/Ownership

- (a) Upon transfer pursuant to Paragraph 8, above, the Project shall become the property of the District. The District shall own and be free in every respect to operate, manage, expand, and improve the Project as it deems appropriate.
- (b) Prior to the date of the transfer of the Project pursuant to paragraph 8, above, all risk of loss or injury or destruction to the Project and related facilities shall be solely upon the Applicant.

District Service

The District shall not provide service through the Project until the transfer has been completed in accordance with Paragraph 8, above. All such service shall be supplied in accordance with the District's rates, ordinances, rules and regulations as the same may be amended from time-to-time. The applicant shall not allow any person

to use or commence operation of any part of the Project prior to District's acceptance of the transfer without the express written consent of the District.

Maintenance of Facilities

The District assumes no obligation as to maintenance and operation of the Project until such time as the transfer has been completed pursuant to Paragraph 8, above.

Applicant's Guaranty

- (a) **Maintenance:** Applicant warrants and guaranties all materials and workmanship furnished pursuant to this Agreement for a one (1) year period from the date of the transfer of the Project, as provided in Paragraph 8, above. This guarantee does not excuse the Applicant or Applicant's agents from breaches of contract causing defects that occur or are discovered more than one year after the transfer of the Project.
- (b) **Maintenance Guarantee:** Prior to the notice of acceptance of the Project, Applicant shall provide the District with a letter of credit or other financial security satisfactory to the District ("Maintenance Guarantee") in a sum equal to ten percent (10%) of the cost of the Project, or such agreement satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Project is assigned to the District and fully binding between the Contractor and the District, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one (1) year from the date of the District notice of acceptance of the Project. This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

We have been working with the applicant for the past year to receive the required documentation as detailed above. The item will be submitted to the Board for action once all agreement requirements are met.

ATTACHMENTS:

Resolution 30-2021



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 14, 2021

SUBJECT: Agenda Item 6E: Adoption of a Resolution Authorizing the Award of the Phase One WWTP Improvements Project to Moyle Excavation for a Bid Amount of \$446,640.00 and to Authorize the General Manager to Sign an Agreement on Behalf of the District

RECOMMENDED ACTION:

Staff is seeking approval from the Board of Directors to authorize the award of the Phase 1 WWTP Improvements Project Construction Contract to Moyle Excavation for a bid amount of \$446,640.00 and to authorize the General Manager to sign Contract Documents on behalf of the District.

BACKGROUND:

The Groveland CSD Wastewater Treatment Plant (WWTP) needs improvements to their existing sludge drying beds and district office roads.

When the facility was constructed in the late 1900's, proper drainage facilities were not installed to handle the runoff stormwater from the surrounding tributary area. For this reason, the facility experiences excessive puddling in front of the WWTP's sludge drying beds. In some occurrences, the runoff enters into the sludge drying beds, restrict the WWTP's ability to properly dry their sludge.

The Groveland CSD district office roads have not been repaired since the facility was constructed. As of today, the roadways do not have uniform gravel covering or sufficient grading to direct runoff stormwater to the existing drainage infrastructure. Furthermore, the existing drainage infrastructure (culverts, channels, etc.) have reached the end of their useful life and are in need of replacement.

AM Consulting Engineers prepared plans and specifications for the Phase 1 WWTP Improvements Project. The Project consists mainly of demolition of existing drainage infrastructure, earthwork/grading, concrete construction, gravel roadway resurfacing and installation of new drainage facilities.

The bid package included both a base bid and bid additive bid items. The award of the Project is based on base bid plus all additive bid items.

DISCUSSION:

A total of two bids were received at the GCSD District office on September 9, 2021. The low bid was submitted by Moyle Excavation in the amount of \$446,640.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Moyle Excavation	\$446,640.00
Sierra Mountain Construction	\$548,700.00

FISCAL IMPACT:

Construction costs for the Phase 1 WWTP Improvements Project will be covered in full by the Groveland CSD. Costs for these improvements were included in the adopted fiscal year 2021/2022 final budget.

ATTACHMENTS:

1. Resolution 31-2021
2. Bid Tabulation
3. Project Costs if Awarded to Moyle Excavation
4. Notice of Award
5. Agreement

RESOLUTION 31-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE PHASE ONE WWTP IMPROVEMENTS PROJECT TO MOYLE EXCAVATION FOR A BID AMOUNT OF \$446,640.00 AND TO AUTHORIZE THE GENERAL MANAGER TO SIGN AN AGREEMENT ON BEHALF OF THE DISTRICT

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

WHEREAS, the District has the authority to construct, operate and maintain the Wastewater Treatment Facility; and

WHEREAS, the District needs to complete improvements to the Wastewater Treatment Facility; and

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

WHEREAS, AM Consulting Engineers prepared plans and specifications for the Phase 1 WWTP Improvements Project; and

WHEREAS, the Project was advertised on August 21, 2021 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on August 25, 2021 where three (3) contractors attended; and

WHEREAS, the bids received were publicly opened and read on September 9, 2021; and

WHEREAS, the District has the authority to reject any and all bids, or to award the contract to the lowest responsive bidder; and

WHEREAS, Moyle Excavation, Inc. bid dated September 9, 2021 is included herein for reference and we are to be 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 Moyle Excavation, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Moyle Excavation, Inc. in the amount of \$446,640.00 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 15% 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 14, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

:

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 14, 2021.

DATED: _____

Bid Summary
Groveland Community Services District
Phase 1 WWTP Improvements Project

Bid Opening Date: September 10, 2021

Estimated Award Date: September 14, 2021

Engineer's Estimate

Moyle Paving Inc.

Sierra Mountain Construction Inc.

Base Bid									
Bid Item No.	Bid Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$50,000.00	\$50,000.00	\$33,000.00	\$33,000.00	\$75,000.00	\$75,000.00
2	District Office Roads Improvements	1	LS	\$80,000.00	\$80,000.00	\$42,138.00	\$42,138.00	\$100,000.00	\$100,000.00
3	Sludge Drying Bed Improvements	1	LS	\$200,000.00	\$200,000.00	\$257,652.00	\$257,652.00	\$245,000.00	\$245,000.00
Total Base Bid				\$330,000.00		\$332,790.00		\$420,000.00	
Bid Addition No. 1									
1	District Office Roads Roadway Work	99,000	SF	\$1.50	\$148,500.00	\$1.15	\$113,850.00	\$1.30	\$128,700.00
Total Bid Addition No. 1				\$148,500.00		\$113,850.00		\$128,700.00	
Total (Base Bid + Bid Addition No. 1)				\$478,500.00		\$446,640.00		\$548,700.00	

**Groveland Community Services District
Phase 1 WWTP Improvements Project
Project Costs**

Moyle Paving Inc.

Base Bid					
Bid Item No.	Bid Item	Quantity	Unit	Unit Price	Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$33,000.00	\$33,000.00
2	District Office Roads Improvements	1	LS	\$42,138.00	\$42,138.00
3	Sludge Drying Bed Improvements	1	LS	\$257,652.000	\$257,652.00
Total Base Bid				\$332,790.00	
Bid Addition No. 1					
1	District Office Roads Roadway Work	99,000	SF	\$1.15	\$113,850.00
Total Bid Addition No. 1				\$113,850.00	
Total (Base Bid + Bid Addition No. 1)				\$446,640.00	

**SECTION 005100
NOTICE OF AWARD**

Date: September 14, 2021

Project: PHASE 1 WWTP IMPROVEMENTS	
Owner: GCSD	Owner's Contract No.:
Contract: PHASE 1 WWTP IMPROVEMENTS	Engineer's Project No.:
Bidder: Moyle Excavation Inc.	
Bidder's Address: 10065 B Pulpit Rock Road, Jamestown, CA, 95327	

You are notified that your Bid dated September 9, 2021, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Phase 1 WWTP Improvements Project.

The Contract Price of your Contract is four hundred forty-six thousand six hundred forty dollars (\$446,640.00).

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 Moyle Excavation ("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:
1. District Office Roads Improvements
 2. Sludge Drying Bed Drainage Improvements
- 1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Phase 1 WWTP Improvements.

ARTICLE 2 - ENGINEER

- 2.01 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 3 - CONTRACT TIMES

- 3.01 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 Eighty (80) working 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 110 working 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 \$250 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 ____ 1 ____ 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 14, 2021 (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.: _____

(Where applicable)

(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.)

Agent for service of process:

Exhibit A – Contractor’s Bid

**SECTION 004100
BID FORM**

Project Identification: PHASE 1 WWTP IMPROVEMENTS

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 PHASE 1 WWTP IMPROVEMENTS.
- 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>
<u>1</u>	<u>9/3/21</u>
_____	_____

- 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 The first paragraph within Section 001000 Advertisement for Bids, shall be revised as follows:

NOTICE IS HEREBY GIVEN that the GCSD invites and will receive sealed proposals (bids) up to the hour of 2:00 pm on the 8th 9th day of September 2021, for the furnishing of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct said work. At said time, said proposals will be publicly opened and read aloud at:

2.02 Section 00200 – Instruction to Bidders, Article 17 – Opening of Bids, Paragraph 17.02 shall be revised as follows:

17.02 Sealed proposals can be mailed or delivered to the GCSD District Office at 18966 Ferretti Rd, Groveland, CA 95321, until ~~September 8, 2021~~ September 9, 2021, at 2:00 p.m.

2.03 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	33000	33,000
2	District Office Roads Improvements	1	LS	42138	42138
3	Sludge Drying Bed Drainage Improvements	1	LS	257652	257652
Total Bid Price					332790
Bid Additive Items					
1	District Office Roads Roadway Work	99,000	SF	1.15	113850
Total Bid Additive Price					113850

Total Base Bid Price Three hundred + thirty two thousand seven ninety (\$332790.90)
(use words)

Total Bid Alternative Price One hundred thirteen thousand eight fifty (\$113850.90)
(use words)

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
1	Mobilization, Demobilization, Bonds and Insurance	1	LS		
2	District Office Roads Improvements	1	LS		
3	Sludge Drying Bed Drainage Improvements	1	LS		
Total Bid Price					

Total Bid 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: Moyle Excavation Inc.

State or Jurisdiction of Incorporation: California

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

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Lee Moyle

Title: President

Attest _____

(Signature of Corporate Secretary)

Date of Qualification to do business in CA [State or other jurisdiction where Project is located] is 11/22/1996

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: PO Box 498, Jamestown CA
95327

Business Phone No. (209) 984-4268

Business FAX No. (209) 984-1615

Business E-Mail Address admin@moyleexcavation.com

State Contractor License No. 924722. (If applicable)

Employer's Tax ID No. 77-0443315

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

9.02 Bid submitted on 9/8/21, 2021.

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: Maple Excavation Inc
Signature: [Signature]
Name: Les Maple
Title: President
Date: 9-2-21

END OF SECTION

**SECTION 004800
LIST OF SUBCONTRACTORS**

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.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Location of Place of Business
1. concrete	25%	Rivera contraction Sonora
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

(Add additional sheets if necessary)

BIDDER: Moyle Excavation Inc.

Signature: 

Date: 9-7-21

END OF SECTION



MOYLE EXCAVATION & PAVING

P O BOX 498

JAMESTOWN CA 95327

209-984-4268/209-984-1615

REFERENCES

JOB NAME	CONTACT	PHONE#	EMAIL ADDRESS
TUOLUMNE UTILITIES DISTRICT-VARIOUS	JENNIFER BATT	209-532-5536	JBatt@tudwater.com
CALIFORNIA GOLD - VARIOUS	MARK PATTERSON	209-533-3333	mark@calgold.us
TUOLUMNE TRIBAL COUNCIL/TEDA	KIP WIVELL/DOUG ROBERSON	209-928-1342	kwivell@tedainc.com ; droberson@tedainc.com
EVERGREEN LODGE/RUSH CREEK LODGE	LEE ZIMMERMAN	209-609-2222	leez@evergreenlodge.com
DIESTEL TURKEY RANCH	JASON DIESTEL	209-984-0826 EXT215	jasond@diestelturkey.com
IRVING J SYMONS FOUNDATION	BOB OZBIRN	209-533-0233	b.ozbirn@surveyingengineering.com
GCSD	PETER KAMPA	209-962-7161 EXT1024	pkampa@gcsd.org

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Moyle Excavation, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Groveland Community Services District, as Obligee, in the sum of Five Percent of the Total Amount of the Bid (5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

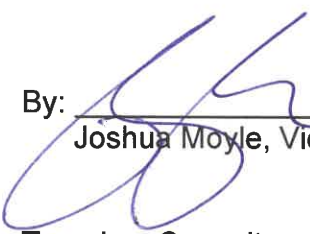
WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Improvements to WWTP District roads & sludge drying bed drainage. ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 2nd day of Septemeber, 2021.

Moyle Excavation, Inc.

(Principal)

By: 
Joshua Moyle, Vice President

Travelers Casualty and Surety Company of America

By: 
Lauren Marie Caldera, Attorney-in-Fact



**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 **LAUREN M CALDERA** of **SONORA**, 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

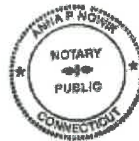
City of Hartford ss.

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 2nd day of September 2021




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.**

SECTION 004200
NONCOLLUSION AFFIDAVIT

Josh Moya, being first duly sworn, deposes and says that he/she is vice president of Moya Construction 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.

Bidder

State of California)
) ss.
County of _____)

On this _____ day of _____ 2021, 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

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 2nd day
of September, 2021, by Lauren M. Caldera, Notary Public

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



(Seal)

Signature Lauren M Caldera

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Section 004200 Non Collusion Affidavit - Moyle Excavation, Inc.

containing 1 pages, and dated Sept. 2, 2021.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # 47 Entry # 7

Notary contact: (209) 532-5102

Other

Affiant(s) Thumbprint(s) Describe: _____



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 26 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

ARTICLES OF INCORPORATION
OF
MOYLE EXCAVATION, INC.

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JAN 23 2008

I.

The name of this corporation is: MOYLE EXCAVATION, INC.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Lee Moyle
10065 Pulpit Rock Road
Jamestown, California 95327

IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is Ten Thousand (10,000).

V.

All of this corporation's shares of all classes shall be held of record by not more than thirty-five (35) persons. This corporation is a close corporation.

VI.

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Any repeal or modification of the provisions of this Article VI shall not adversely affect any rights or protections to which the corporation's directors were entitled prior to such repeal or modification.

VII.

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to this corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

Any repeal or modification of this Article VII shall not adversely affect any rights or protections to which the corporation's agents were entitled prior to such repeal or modification.

Dated: 1-22-08



LEE E. MOYLE
Incorporator

-2-



TO: GCSO Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: September 14, 2021

SUBJECT: Agenda Item 6F: Consideration of Customer Request for an Increased Leak Adjustment

RECOMMENDED ACTION:

Staff does not have a recommended action for this item.

BACKGROUND:

The Board adopted Policy 106.14 *Water and Sewer Account Leak Adjustment Requests* in January 2019, which allows customers to apply for an adjustment to their bill when they experience large accidental water loss due to an indoor plumbing failure.

The District received a water leak adjustment request from Mr. Jan Prahm in July and approved an adjustment to his account per the Board's adopted policy which resulted in a \$503.05 total adjustment between water and sewer. The District received subsequent correspondence from Mr. Prahm requesting that the District increase the leak adjustment as he felt it was an unfair adjustment. It was explained to Mr. Prahm that he received an adjustment per the Board's policy and that anything above and beyond this would be in violation of that policy. Mr. Prahm requested that his request for a larger adjustment be brought to the Board for consideration.

It is staff's recommendation that if the Board decides to provide Mr. Prahm a larger adjustment, that they revise their leak adjustment policy to reflect the methodology used and that this be applied going forward on all future adjustments.

ATTACHMENTS:

1. Policy 106.14 *Water and Sewer Account Leak Adjustment Requests*
2. Email correspondences
3. Leak Adjustment Calculation Sheet
4. Account Usage History

EFFECTIVE DATE: 01/08/2019

POLICY

ADOPTED BY BOARD: 01/08/2019

POL 106.14 Water & Sewer Account Leak Adjustment Requests

The General Manager and/or their designee, is authorized to adjust a customer's water or sewer service account when their bill reflects usage that is significantly greater than normal, due to accidental loss of water through broken pipes or other failures in the property's indoor plumbing system, subject to the following conditions:

- A. The account shows no record of being delinquent for more than 60 days during the past 24 months
- B. One (1) adjustment will be granted within a 24 month period
- C. The customer certifies in writing that the problem causing the usage could not have been foreseen, is not related to negligence in property maintenance and has been repaired and/or resolved within fourteen (14) calendar days of being notified or when the leak was discovered
- D. Leak adjustments must be applied for in writing within 30 days of receipt of billing
- E. No leak adjustments will be granted for loss of water due to irrigation failures
- F. No leak adjustments will be granted for properties operated or used as vacation rentals
- G. No leak adjustments will be granted during District declared drought status
- H. Upon approval of the adjustment, the District will bill each gallon of water used in excess of the normal water consumption on the property, calculated based on the same billing period from the prior year, at the District's Base Usage Rate.

RESOLUTION NUMBER 2019-01

**A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT'S LEAK ADJUSTMENT POLICY**

WHEREAS, the District desires to amend its Leak Adjustment Policy, under which customers of the District who have experienced large accidental losses of water, may apply for an adjustment to their bill.

NOW, THEREFORE, BE IT RESOLVED that GROVELAND COMMUNITY SERVICES DISTRICT hereby amends its Leak Adjustment Policy and is outlined as follows:

The General Manager and/or their designee, is authorized to adjust a customer's water or sewer service account when their bill reflects usage that is significantly greater than normal, due to accidental loss of water through broken pipes or other failures in the property's indoor plumbing system, subject to the following conditions:

- A. The account shows no record of being delinquent for more than 60 days during the past 24 months
- B. One (1) adjustment will be granted within a 24 month period
- C. The customer certifies in writing that the problem causing the usage could not have been foreseen, is not related to negligence in property maintenance and has been repaired and/or resolved within fourteen (14) calendar days of being notified or when the leak was discovered
- D. Leak adjustments must be applied for in writing within 30 days of receipt of billing
- E. No leak adjustments will be granted for loss of water due to irrigation failures
- F. No leak adjustments will be granted for properties operated or used as vacation rentals
- G. No leak adjustments will be granted during District declared drought status
- H. Upon approval of the adjustment, the District will bill each gallon of water used in excess of the normal water consumption on the property, calculated based on the same billing period from the prior year, at the District's Base Usage Rate.

THE FOREGOING RESOLUTION was introduced at a regular meeting of the Board of Directors held on the 8th day of January, 2019, and was passed by the following vote:

AYES: Directors Armstrong, Edwards, Kwiatkowski, Mora, & Swan

NOES: *Ø*

ABSTENTIONS: *Ø*


Janice Kwiatkowski, President

ATTEST:



Jennifer L. Flores, Board Secretary

CERTIFICATE OF SECRETARY

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

DATED: Jan. 8, 2019.

Rachel Pearlman

From: Jennifer Flores
Sent: Tuesday, September 7, 2021 9:19 AM
To: Rachel Pearlman
Subject: FW: A water leak at 20116 Lower Sky Ridge, Unit 15 Lot 104. *FOR GCSG BOARD MEETING.

This needs to go on the agenda...

Jennifer Flores

Administrative Services Manager



Phone: 209-962-7161 ext. 1013

Fax: 209-962-4943

jflores@gcsd.org

www.gcsd.org

From: JAN PRAHM <srprahm@comcast.net>
Sent: Thursday, September 2, 2021 9:12 PM
To: Jennifer Flores <jflores@gcsd.org>; Renee Van Dyk <rvandyk@gcsd.org>
Subject: RE: A water leak at 20116 Lower Sky Ridge, Unit 15 Lot 104. *FOR GCSG BOARD MEETING.

Dear GSCD Board;

I would like to bring our unfortunate sad situation of our water leak costing us \$830.49 for reconsideration. We built our home 41 years ago and we have enjoyed raising our three adults, and now our 10 grandchildren from 5yrs to 19yrs. Being a senior citizen 79 yrs on a limited pension, we are finding it much more difficult to maintain two homes. Years ago, we installed a safety system for the winter months to turn off our water and drain all the pipes electronically to prevent leaks. We will now be installing another electronic system that will alert an app on my phone if a water leak would ever occur.

This has been our only leak in 41 years as we have been very careful to prevent such a water leak catastrophe as it also damaged our home. I figured that in our ownership of 41 years we have paid more than \$25,000+ to GCSG to maintain our obligation of water and sewer use. When our kids were growing up we were using our home at Pine Mt. Lake on the average, approximately 70 to 80 days a year. Now as seniors we have unfortunately been using it much less than we had ever thought we would.

My suggestion for the board would be as follows:

If a homeowner has not had any leaks for 25 years that you take the highest water bill in the past year and add a small penalty. I know GCSG must pay for all the water used and we certainly appreciate the reduction you did offer us.

Paying for this huge bill has become very difficult especially as we thought we had done everything we could to hopefully prevent any leaks. We have now repaired the damage and replaced numerous faucets and pipes to assist with leak prevention.

Thank you again for your consideration for any additional adjustment.

Sincerely,

Jan Prahm

On 09/01/2021 12:28 PM Jennifer Flores <jflores@gcsd.org> wrote:

Dear Jan,

We can bring this item to the Board for consideration, but you will need to submit a formal request that I can present to them in the form of an agenda item submittal, specifically what you are asking for, as your leak was adjusted per their policy.

In addition, I have attached your leak adjustment file and adjustment calculation details as your email indicated some confusion as to what was adjusted, and this document will reflect your specific water and sewer adjustments.

In order to provide a fair adjustment, the District uses your "normal consumption" from the same month the previous year when calculating your adjustment. Your normal consumption last year was 16,460 gallons. Since this was not a toilet leak or other leak that went down into the District's collection system, ALL gallons in excess of 16,460 were completely removed off the billing for sewer, in your case 28,760 gallons.

The District cannot completely adjust off the gallons used when it comes to the water side of your bill as these gallons were in fact used/wasted and the District has to pay SFPUC for them. Other rate payers are not allowed by law to subsidize other users, and the District is required to pay SFPUC for the gallons wasted as a result of your leak. That is why you as the user are still responsible for the cost of these gallons, but are billed at the base rate for them, not the peak rate. If you did not pay, essentially the District would be using other rate payer's money to pay SFPUC to cover the cost of the gallons used as a result of your leak. Your water adjustment reflects the 28,760 gallons rebilled at the lower base rate.

In addition, there is no "allowed monthly water". If you are not using any water, you are billed nothing for the water (consumption) itself. The fixed fees you pay on both your water and sewer bill are for the

ongoing operating cost of both services, separate from consumption. These costs include the ongoing maintenance of the infrastructure that deliver these services and fixed operating costs of these services.

If you would still like to have the Board consider a further adjustment, the formal request I mentioned at the beginning of this email must be submitted by this Friday, September 3rd.

Sincerely,

Jennifer Flores

Administrative Services Manager



Phone: 209-962-7161 ext. 1013

Fax: 209-962-4943

jflores@gcsd.org

www.gcsd.org

From: JAN PRAHM <srprahm@comcast.net>

Sent: Tuesday, August 31, 2021 5:30 PM

To: Jennifer Flores <jflores@gcsd.org>

Subject: RE: A water leak at 20116 Lower Sky Ridge, Unit 15 Lot 104.

Hi Jennifer,

Please confirm that you will bring the reconsiderations for my loss and my suggestions to your next board meeting.

Thank you,

Jan Prahm

On 08/30/2021 8:46 AM JAN PRAHM <srprahm@comcast.net> wrote:

Hi Jennifer,

Will you please present my email for reconsideration to your board and hopefully they will be able to make life better at Pine Mt Lake. I will also be installing a leak detection equipment which would inform an app on my phone if a leak might ever occur. Please respond to my email.

Thank you,

Jan Prahm

On 08/25/2021 1:57 PM JAN PRAHM <srprahm@comcast.net> wrote:

Dear Jennifer,

This really a very sad situation that nothing can be done about my water bill for \$830.49 despite the adjustment. If I understand correctly, the adjustment is really only for the sewer that is never used in a leak anyway. Since GCSD will make adjustments for property owners every 2 years, this seems very unfair that my payments for water that I never used for 41 years should go to homeowners with leaks. Water leaks for an absentee owner is catastrophic, because not only do we have to pay the huge penalty for the leak, plus the damage done to our home along with the

water bill for our home off the hill. I had additionally quite a few valves replaced to prevent leaks.

Please reconsider this bill of \$830.49 by your board for the following reason. If a homeowner has not had a leak in 20 years, and not used the allowed monthly water for the last 6 months that they be charged only for the highest water bill in the last 12 months plus a small penalty. A 4 to 5 month absentee payment water bill comes to approximately \$700+. Having paid for water not use in 41 years amounts to more than \$25,000. Being a senior citizen at 78yrs, and trying to hold on to a second home on a limited pension, is not easy as we are without an income that we enjoyed for many years.

Thank you again for your reconsideration.

Jan Prahm

On 08/25/2021 11:27 AM Jennifer Flores
<jflores@gcsd.org> wrote:

Dear Jan,

Thank you for your email and I am not sure why the voicemail you left me did not get forwarded to my home office; I apologize for that. Unfortunately, there is nothing more I can do to lower your water and sewer bill more than I already have. You received a significantly large adjustment in the amount of \$503.05. The leak adjustment policy is approved by the District's Board of Directors, and your adjustment was based off this policy and I cannot work outside of or violate this policy. It would also be unfair to the other customers who would not have received the same treatment.

The only other thing I could do is allow you to pay it in two installments and do a one time late fee penalty adjustment for the balance that would carry over to the next month. Please let me know if that is something that you would be interested in. I have copied my utility billing clerk Renee to this email as well, as she would be the one to make such an adjustment after my authorization.

Sincerely,

Jennifer Flores

Administrative Services Manager



Phone: 209-962-7161 ext. 1013

Fax: 209-962-4943

jflores@gcsd.org

www.gcsd.org

From: JAN PRAHM <srprahm@comcast.net>
Sent: Tuesday, August 24, 2021 8:18 PM
To: Jennifer Flores <jflores@gcsd.org>
Subject: Re: A water leak at 20116 Lower Sky Ridge, Unit 15 Lot 104.

On 08/24/2021 8:13 PM JAN PRAHM
<srprahm@comcast.net> wrote:

Dear Jennifer,

My name is Jan Prahm and we built our home at Pine Mt Lake 41 years ago when our kids were 3, 6 and 9. We have enjoyed many wonderful years at the lake and now at the age of 78, and being on social security and a small pension, the maintenance of our home has become a difficult situation for us to deal with. Not having a steady flow of income and paying for utilities for two homes is difficult, especially now with this terrible water leak.

We have only been using our home approximately 60 to 70 days a year and paying our monthly water bill the day it arrives, despite not using any water for months at a time. Now we have experienced our first broken valve that caused the leak, creating big problems for us. We had the valve replaced, along with others, just to be certain we would not have any more leakage problems.

I called about the incredible cost, submitted the explanation of what had happened, and was shocked that the adjustment still left us with a huge bill. We assumed there might hopefully be a "benefit of the doubt" scenario for our situation because of the due diligence of my paying the bills for 41 years, even when we have not been there. I would hope and pray that you might be able to help us lower the bill of \$830.49,

as it is going to be a very difficult financial burden on my family.

I did call and leave a message for you, then drove up to PML on Sunday, hoping that I might be able to get an appointment on Monday, but you were not in the office. I hope you might reconsider helping us lower this huge bill, as it was our first leak ever.

Thank you again for your consideration.

Best Regards,

Jan Prahm

20116 Lower Skyridge

650-208-2562

Customer Information

Customer Name: Jan Prahm
 Account #: 008692-000
 Service Address: 20116 Lower Skyridge
 Phone Number: 650-208-2562

ELIGIBILITY QUESTIONS	
Customers account shows no record of being delinquent more than 60 days in the last 24 months.	Y/N
Has Customer had a leak adjustment in the last 24 months?	Y/N
Customer has Certified in writing that the leak was repaired and resolved within 14 days of discovery?	Y/N
Application for adjustment applied for within 30 days of receipt of billing?	Y/N
Was water leak due to irrigation?	Y/N
Is this property used or operated as a vacation rental?	Y/N
Was leak during declared drought?	Y/N
Customer has acknowledged they will not qualify for another adjustment for the next 24 months?	Y/N
Additional Notes:	

Calculation Table

WATER				
Same Read Period Last Year				
Gallons Used Same Time Last Year At Base	3300			
Gallons Used Same Time Last Year At Peak	13160			
Total Gallons Used Last Year	16460			
This Year's Consumption				
		Rate		Total
Gallons used this year	45220			\$ 659.92
Customer's Base Rate Responsibility	3300	0.00743		\$ 24.52
Customer's Peak Rate Responsibility	13160	0.01469		\$ 193.32
Total	16460			\$ 217.84
Adjusted Gallons	28760	0.00743		\$ 213.69
Adjusted bill Total (Customer's Responsibility)				\$ 431.53
Water Adjustment to be applied to Bill				\$ 228.39

Prepared By: RVD Date: 07/27/2021
 Approved By: _____ Date: _____

APPROVED
 By J. Flores at 2:25 pm, Aug 16, 2021

SEWER				
	Gallons Used		Rate	
Gallons Billed	45220		0.00955	\$ 431.85
Customer's Responsibility	16460		0.00955	\$ 157.19
Sewer Adjustment to be applied to Bill				\$ 274.66

Total Bill Adjustment	\$ 503.05
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Meghan Orsetti

From: srprahm@comcast.net
Sent: Wednesday, July 21, 2021 4:12 PM
To: Meghan Orsetti
Subject: Request for Leak Adjustment for Mr. and Mrs Jan Prahm

Dear Rene and the Groveland Community Services District,

Re: Mr. and Mrs. Jan Prahm, 20116 Lower Skyridge, Groveland, CA

We would like to request our first leak adjustment after having built our home 41 years ago and faithfully paying our water bills, despite often not using water for many months at a time. We were out of town when Rene called and left a message that our our water leak had amounted to 45 thousand gallons. We had a brass gate valve that apparently failed. I have someone who comes to our home weekly to check on the house and they didn't even notice the leak. When we arrived at the house, I discovered the leak and immediately turned the water off and had the brass valve and piping totally replaced.

Needless to say, we were very upset to discover this leak, especially in this year of water shortage. We hope that you will help us with our first adjustment ever. We have loved being at Pine Mountain Lake for the past 41 years, but now, being retired and seniors, it has not been easy for us financially. We sincerely hope that you will understand our plight and be able to help us.

Thank you for your consideration and if you have any questions, please call me at 650-208-2562.

Sincerely,

Jan Prahm

Cell-650-208-2562

Water & Sewer
7/21 45220 \$
7/20 16460

On 07/21/2021 2:11 PM Meghan Orsetti <morsetti@gcsd.org> wrote:

Utility Billing

Prahm Trustee Jan 008692-000 - 20116 LWR SKYRG 15 104 15 104



User: jflores

Printed: 9/9/2021 12:59:16 PM

Account Number	Read Date	Reading	Consumption	Reading Period/Year	New	Billed	Estimated	Order	Description
008692-000	8/12/2021	205980	11770	08/2021	False	True	False	0	Ok
008692-000	7/14/2021	194210	45220	07/2021	False	True	False	0	Tree limb fell on outside pipe
008692-000	6/9/2021	148990	10040	06/2021	False	True	False	0	Ok-Inline
008692-000	5/13/2021	138950	5120	05/2021	False	True	False	0	OK
008692-000	4/12/2021	133830	10	04/2021	False	True	False	0	
008692-000	3/10/2021	133820	10	03/2021	False	True	False	0	
008692-000	2/10/2021	133810	0	02/2021	False	True	False	0	
008692-000	1/14/2021	133810	1540	01/2021	False	True	False	0	
008692-000	12/9/2020	132270	1020	12/2020	False	True	False	0	
008692-000	11/13/2020	131250	650	11/2020	False	True	False	0	
008692-000	10/13/2020	130600	1530	10/2020	False	True	False	0	
008692-000	9/11/2020	129070	5200	09/2020	False	True	False	0	
008692-000	8/12/2020	123870	10180	08/2020	False	True	False	0	
008692-000	7/13/2020	113690	16460	07/2020	False	True	False	0	Inline
008692-000	6/10/2020	97230	8000	06/2020	False	True	False	0	
008692-000	5/12/2020	89230	10440	05/2020	False	True	False	0	Inline
008692-000	4/13/2020	78790	9500	04/2020	False	True	False	0	
008692-000	3/11/2020	69290	710	03/2020	False	True	False	0	
008692-000	2/13/2020	68580	300	02/2020	False	True	False	0	
008692-000	1/13/2020	68280	3610	01/2020	False	True	False	0	
008692-000	12/11/2019	64670	30	12/2019	False	True	False	0	
008692-000	11/14/2019	64640	270	11/2019	False	True	False	0	
008692-000	10/10/2019	64370	2510	10/2019	False	True	False	0	
008692-000	9/13/2019	61860	8450	09/2019	False	True	False	0	
008692-000	8/12/2019	53410	8940	08/2019	False	True	False	0	
008692-000	7/11/2019	44470	14740	07/2019	False	True	False	0	in line
008692-000	6/13/2019	29730	9260	06/2019	False	True	False	0	in line
008692-000	5/9/2019	20470	2200	05/2019	False	True	False	0	
008692-000	4/10/2019	18270	0	04/2019	False	True	False	0	
008692-000	3/13/2019	18270	10	03/2019	False	True	False	0	
008692-000	2/19/2019	18260	310	02/2019	False	True	False	0	
008692-000	1/11/2019	17950	3110	01/2019	False	True	False	0	
008692-000	12/13/2018	14840	2360	12/2018	False	True	False	0	

Account Number	Read Date	Reading	Consumption	Reading Period/Year	New	Billed	Estimated	Order	Description
008692-000	11/9/2018	12480	1570	11/2018	False	True	False	0	
008692-000	10/11/2018	10910	7660	10/2018	False	True	False	0	
008692-000	9/13/2018	3250	13330	09/2018	False	True	False	0	
008692-000	8/10/2018	989920	10460	08/2018	False	True	False	0	
008692-000	7/12/2018	979460	10290	07/2018	False	True	False	0	ok
008692-000	6/12/2018	969170	6150	06/2018	False	True	False	0	ok
008692-000	5/11/2018	963020	1410	05/2018	False	True	False	0	OK
008692-000	4/11/2018	961610	0	04/2018	False	True	False	0	
008692-000	3/12/2018	961610	1040	03/2018	False	True	False	0	
008692-000	2/12/2018	960570	90	02/2018	False	True	False	0	
008692-000	1/11/2018	960480	2980	01/2018	False	True	False	0	ok
008692-000	12/12/2017	957500	270	12/2017	False	True	False	0	
008692-000	11/9/2017	957230	1560	11/2017	False	True	False	0	
008692-000	10/10/2017	955670	9580	10/2017	False	True	False	0	
008692-000	9/12/2017	946090	16830	09/2017	False	True	False	0	
008692-000	8/9/2017	929260	17880	08/2017	False	True	False	0	
008692-000	7/12/2017	911380	21350	07/2017	False	True	False	0	ok
008692-000	6/12/2017	890030	7790	06/2017	False	True	False	0	OK
008692-000	5/9/2017	882240	500	05/2017	False	True	False	0	
008692-000	4/11/2017	881740	70	04/2017	False	True	False	0	
008692-000	3/10/2017	881670	680	03/2017	False	True	False	0	
008692-000	2/10/2017	880990	480	02/2017	False	True	False	0	
008692-000	1/12/2017	880510	1550	01/2017	False	True	False	0	
008692-000	12/9/2016	878960	0	12/2016	False	True	False	0	
008692-000	11/14/2016	878960	2170	11/2016	False	True	False	0	
008692-000	10/11/2016	876790	7530	10/2016	False	True	False	0	
008692-000	9/14/2016	869260	14240	09/2016	False	True	False	0	
008692-000	8/9/2016	855020	13470	08/2016	False	True	False	0	ok
008692-000	7/12/2016	841550	23610	07/2016	False	True	False	0	ok
008692-000	6/9/2016	817940	10960	06/2016	False	True	False	0	
008692-000	5/10/2016	806980	3690	05/2016	False	True	False	0	ok
008692-000	4/11/2016	803290	10	04/2016	False	True	False	0	
008692-000	3/9/2016	803280	700	03/2016	False	True	False	0	
008692-000	2/9/2016	802580	0	02/2016	False	True	False	0	
008692-000	1/14/2016	802580	2520	01/2016	False	True	False	0	
008692-000	12/11/2015	800060	60	12/2015	False	True	False	0	
008692-000	11/12/2015	800000	3730	11/2015	False	True	False	0	
008692-000	10/12/2015	796270	10190	10/2015	False	True	False	0	
008692-000	9/11/2015	786080	12650	09/2015	False	True	False	0	
008692-000	8/12/2015	773430	21140	08/2015	False	True	False	0	MNS8
008692-000	7/10/2015	752290	18070	07/2015	False	True	False	0	MNS7
008692-000	6/9/2015	734220	6230	06/2015	False	True	False	0	
008692-000	5/12/2015	727990	6010	05/2015	False	True	False	0	

Account Number	Read Date	Reading	Consumption	Reading Period/Year	New	Billed	Estimated	Order	Description
008692-000	4/10/2015	721980	420	04/2015	False	True	False	0	
008692-000	3/11/2015	721560	10	03/2015	False	True	False	0	
008692-000	2/9/2015	721550	620	02/2015	False	True	False	0	
008692-000	1/13/2015	720930	2400	01/2015	False	True	False	0	
008692-000	12/9/2014	718530	100	12/2014	False	True	False	0	
008692-000	11/13/2014	718430	5780	11/2014	False	True	False	0	
008692-000	10/8/2014	712650	6050	10/2014	False	True	False	0	
008692-000	9/12/2014	706600	12730	09/2014	False	True	False	0	
008692-000	8/13/2014	693870	27120	08/2014	False	True	False	0	MSS 8/Cks w/history
008692-000	7/11/2014	666750	22710	07/2014	False	True	False	0	MSS 7
008692-000	6/13/2014	644040	9000	06/2014	False	True	False	0	
008692-000	5/12/2014	635040	4830	05/2014	False	True	False	0	
008692-000	4/11/2014	630210	3090	04/2014	False	True	False	0	
008692-000	3/13/2014	627120	410	03/2014	False	True	False	0	
008692-000	2/12/2014	626710	20	02/2014	False	True	False	0	
008692-000	1/13/2014	626690	3810	01/2014	False	True	False	0	
008692-000	12/18/2013	622880	300	12/2013	False	True	False	0	
008692-000	11/7/2013	622580	4330	11/2013	False	True	False	0	
008692-000	10/11/2013	618250	11850	10/2013	False	True	False	0	
008692-000	9/13/2013	606400	21750	09/2013	False	True	False	0	9 MNS
008692-000	8/15/2013	584650	25260	08/2013	False	True	False	0	8 MNS
008692-000	7/15/2013	559390	31530	07/2013	False	True	False	0	7 MNS
008692-000	6/14/2013	527860	15940	06/2013	False	True	False	0	6 MNS
008692-000	5/3/2013	511920	4300	05/2013	False	True	False	0	
008692-000	4/3/2013	507620	2190	04/2013	False	True	False	0	
008692-000	3/12/2013	505430	0	03/2013	False	True	False	0	
008692-000	2/12/2013	505430	50	02/2013	False	True	False	0	
008692-000	1/9/2013	505380	3320	01/2013	False	True	False	0	
008692-000	12/12/2012	502060	230	12/2012	False	True	False	0	
008692-000	11/16/2012	501830	1930	11/2012	False	True	False	0	
008692-000	10/12/2012	499900	9100	10/2012	False	True	False	0	9 MNS
008692-000	9/19/2012	490800	20760	09/2012	False	True	False	0	9 MNS
008692-000	8/10/2012	470040	12430	08/2012	False	True	False	0	8 MNS
008692-000	7/16/2012	457610	24900	07/2012	False	True	False	0	7 MNS
008692-000	6/12/2012	432710	11580	06/2012	False	True	False	0	6 MNS
008692-000	5/14/2012	421130	3100	05/2012	False	True	False	0	
008692-000	4/9/2012	418030	0	04/2012	False	True	False	0	
008692-000	3/8/2012	418030	900	03/2012	False	True	False	0	
008692-000	2/9/2012	417130	0	02/2012	False	True	False	0	
008692-000	1/12/2012	417130	2280	01/2012	False	True	False	0	
008692-000	12/12/2011	414850	0	12/2011	False	True	False	0	
008692-000	11/9/2011	414850	650	11/2011	False	True	False	0	
008692-000	10/11/2011	414200	10760	10/2011	False	True	False	0	10 MNS