



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

February 14, 2023

10:00 a.m.

Location: 18966 Ferretti Road Groveland, CA 95321

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.

AGENDA MATERIAL:

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

PUBLIC RECORDS:

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

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

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



REGULAR MEETING OF THE BOARD OF DIRECTORS

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TELECONFERENCE AGENDA

February 14, 2023

10:00 a.m.

Location: 18966 Ferretti Road Groveland, CA 95321

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Nancy Mora, President

Janice Kwiatkowski, Vice President

John Armstrong, Director

Spencer Edwards, Director

Robert Swan, Director

1. Approve Order of Agenda

2. Public Comment

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

3. Information Items

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

A. Staff Reports

- i. Fire Department Report
- ii. CERT Report
- iii. General Manager's Report
- iv. Operations Manager's Report
- v. Administrative Services Manager's Report
 - 1. 2022 Year in Review Presentation

B. Proclamations

- i. Recognition of Adam Ahlswede for his 3 Years of Service to the Groveland Community Services District
- ii. Recognition of Jennifer Donabedian for her 12 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 January 10, 2023, Regular Meeting
- B. Approve Minutes from the January 31, 2023, Special Meeting
- C. Accept January 2023 Payables
- D. Consideration of Nomination of Candidates for the Board of Directors of California Special Districts Association and Special District Risk Management Authority
- E. 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. Adoption of a Resolution Approving the Execution and Delivery of a Lease Agreement with Municipal Financial Corporation, and Authorizing Certain Actions in Connection Therewith

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 Authorizing the Award of the Headworks Improvements Project to Sierra Mountain Construction for a Bid Amount of \$1,197,000.00 and to Authorize the General Manager to Sign an Agreement on Behalf of the District
- B. Adoption of a Resolution Approving a Policy Regarding Assembly Bill 2449 which Amends Requirements of the Brown Act Relating to Teleconference Participation
- C. Adoption of a Resolution Authorizing the General Manager to Enter into an Agreement with Tuolumne Utility District for Mutual Assistance Agreement
- D. Adoption of a Resolution Commending CalFire Captain Dave Donabedian for his Service and Accomplishments While Serving the Groveland Community Services Fire Department
- E. Presentation Regarding Tuolumne County Transportation Council (TCTC) Evacuation Needs Assessment and Communication Strategies Report
- F. Discussion and Consideration Regarding District Billing for Outside Emergency Responses

7. Adjournment

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

18966 Ferretti Road Groveland, CA 95321

Staff Report

February 1, 2023

To: Board of Directors

From: Mario Torres, Battalion Chief
By: Travis Chunn, Fire Captain

Subject: Monthly Activity Report – January 1, 2023 to January 31, 2023

Operations:

On January 26, 2023, at approximately 4:16 PM, GCSD Engine 781 was requested by the Groveland Youth Center for a public assist. The administrator had locked their keys in the office. Engineer Patrick Cohen made a special tool for this exact type of situation, which allows us to enter single action hardware on commercial doors without doing any damage. We used this new tool to gain access to the office in less than three minutes. After completing this task, we showed the fire engine to the kids at the Youth Center, and we handed out stickers.





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
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:

- Narcan & Epinephrine
- FAE Patrick Cohen and FC Travis Chunn attended annual Continued Professional Training
- FAE Dave Donabedian promoted to Fire Captain
- FAE Patrick Cohen completed his Joint Apprenticeship Committee training and is now a Journey Level Fire Apparatus Engineer
- FAE Patrick Cohen attended Rope Rescue Awareness/Operations class

Fire Department News:

At the end of January 2023 the Source Capture Exhaust System (Plymovent) installation was completed. This system is now 100% up and running. This is being paid for in part with the FEMA Assistance to Firefighters Grant funds that we were awarded in 2022.





MONTH - January 2023

STATION 78

Alarm Sounding	0
Odor Investigation	0
Debris Fire	0
Medical Aid	38
Fire Menace Standby	3
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	13
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	1
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	55

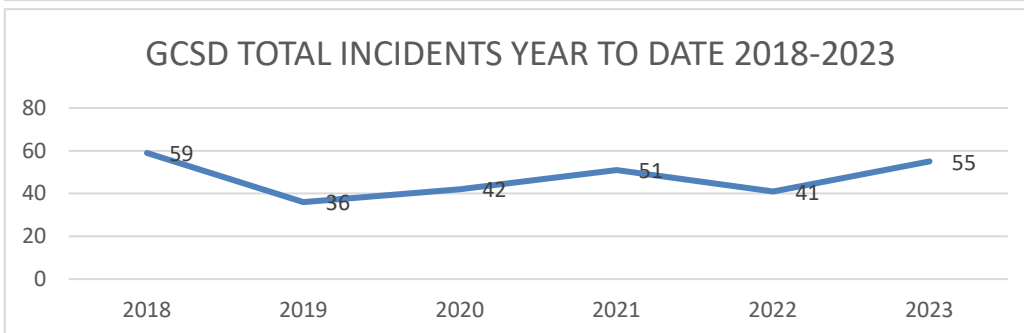
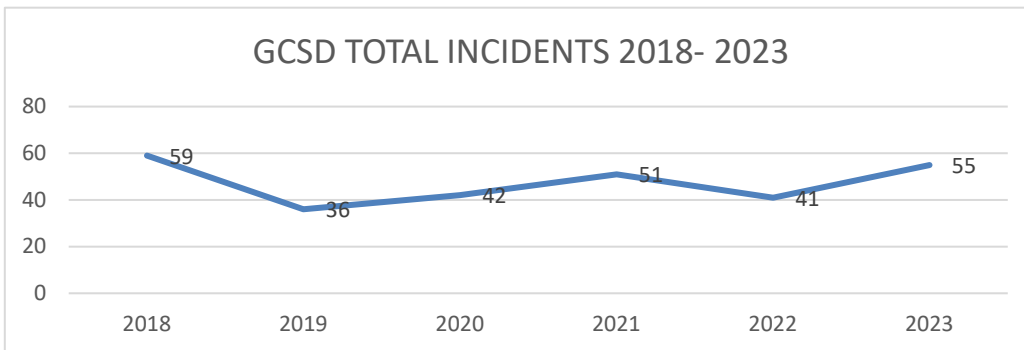
(53 calls in GCSO district, 2 auto aid calls)



Auto Aid	Given
Tuolumne & Mariposa	2
TCU Inc# 1215 34001 Hwy 120 MMU Inc# 1837 11102 Smith Station Rd	
TCFD E-631: 23 CALLS	

ALS	
Yes	No
18	20

Last Call Logged Run # TCU 001550



CERT Groveland/Big Oak Flat/Moccasin

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



Groveland, California

Report to GCSD Board for February 2023

- GCERT was requested by TC-OES to deploy 4 members for traffic control in Chinese Camp to assist CHP during the Rotary Orient Express run.
- GCERT has 25 participants, 21 inquiring people and 12 fully certified members.
- GCERT has notified FD that our Firefighter Rehab vehicle is operational. It has been outfit with all the necessary equipment to Go Live. (Funded by Adventist Health Grant) GCERT is also available for Traffic Control deployment.
- GCERT received a \$5,000 grant from Adventist Health and has \$3,000 of our requested \$5,000 grant from the Tuolumne County Health Care and Safety Coalition to add to our response resources. This is for Medical Supplies and Traffic Control Items.
- GCERT Len Otley is our Training Officer. The next training is in Mar/April in TC EOC.
- GCERT assisted the PMLA Safety Committee in developing evacuation maps for PML and the Greater Groveland area. They have been approved by TCSO and TCOES. These are ready to publish on websites.
- GCERT is planning regular meetings on the last Saturday of each odd month:
3/25, 5/27, 7/29, 9/30, 11/25
- GCERT is planning a CHP conducted traffic control workshop March 25th 9am to noon. We would like to use GCSD Board Room and Parking lot for this event.
- Groveland CERT will partner with the Pine Mountain Lake Safety Committee to offer at least one Fire Preparedness Workshop in Q1. Between the 3 workshops in 2022, nearly 100 local folks have participated.
- GCERT is partnering with PML S&SC to provide First Aid/CPR/AED training in Q1.
- GCERT attended the Jan 5th meeting of the TC Health Care & Safety Coalition meeting. Upcoming will be an after action report on the Covid response; Winter preparedness presentation by TC-OES; A redundant communications drill from Nov plus the next scheduled for Q2.
- The GrovelandNET is a community radio communications network utilizing FRS radios. These are about \$30 each, require no license, would be in typical use throughout Groveland/BOF. Additionally, a few GMRS would be used to communicate outside the area on to Sonora OES using repeaters. These are more expensive, require a license & training. GCSD would implement a Base Station.

2/9/2023 12:30 PM

GrovelandCERT@gmail.com

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

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: February 14, 2023

SUBJECT: Agenda Item 3Aiii. General Managers Report

Overview

Highlights for the period of January 10, 2023 to February 14, 2023 include the following, with additional information provided verbally and in attachments:

- Performed work toward the acquisition of the Hetch Hetchy Railroad properties including interviewing and contract negotiation with the title company, and two engineering/surveying firms that would be assisting with developing the appropriate title documentation to allow us to secure adequate title insurance for the property.
- The Sewer Collection System Rehabilitation Project has been on hold for the month due to the significant amount upper rain and the condition of the ground being too wet for proper construction. If the weather holds the way that it has been over the past week, construction will once again resume as weather and soil conditions allow. You will find the most recent internal construction agenda attached.
- we have been working diligently and improving our property records and related processes including agreements and documentation related to temporary construction access, encroachment permitting and the implementation of related technology solutions for documentation management.
- Attended the Yosemite gateway partners quarterly meeting virtually due to weather where there was significant discussion about the entrance permitting system and related opportunities to reduce traffic, population loading and environmental impacts in the park. No decisions were made as this was an initial public engagement effort and there will be many opportunities for public input as the process proceeds forward over the next year.
- Attended the CSDA elections and bylaws committee meeting and legislative committee orientation on consecutive days, and the membership committee meeting on February 3rd.
- Staff spent much time coordinating with the county office of emergency services as they have declared a local disaster related to the significant storms and FEMA is considering funding to be allocated to the county due to over \$60 million worth of damages countrywide. GCSB had experienced problems with culverts and potential sinkholes, damaged controls and electronic components related to power surges as well as a ruptured large water service line feeding an apartment complex where over 300,000 gallons of water was lost.
- Staff conducted internal meetings with Cal Fire staff for the purpose of planning current and future grant application proposals 4 fuel breaks, equipment to maintain fuels reduction and fuel

removal on district property and easements and to maintain previously completed shaded fuel breaks. We are also considering applications to update our local hazard mitigation plan and potentially create a high quality public information plan specific to our local fire prevention needs and our fire department.

ATTACHMENTS

1. Clearwell Agenda
2. Sewer Project Agenda

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

February 6, 2023 @ 9:00 AM

AGENDA

I. INTRODUCTIONS

II. CONSTRUCTION PROGRESS SNAPSHOT

a. Total Project Cost (Contractor)	\$3,118,200.00
b. Total Funding Agreement (Total Project)	\$3,954,200.00
c. Budget Spent to Date (Contractor)	\$3,098,386.31
d. Budget Spent to Date (Total Project)	\$3,647,789.92
e. Total Project Contingency	\$361,000.00
f. Contingency Used to Date	\$125,932.61
g. Percentage Funding Used to Date (Contractor)	99.4%
h. Percentage Funding Used to Date (Total Project)	92.3%
i. Percent Contingency Used to Date	34.9%
j. Days for Completion	141 Working Days
k. Elapsed Days	317 Working Days (March 18, 2022)
l. Weather Day	4 Weather Day
m. Remaining Days	-172 Working Days

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. Pending Change orders
 - i. Pending Change Order No. 20 – Second Garrotte interior insulation removal (7,321.39 and 0 working days) (Service Master Sierra)
 - 1. Depending on available funds after Tank 5 Improvements (Included in available funds calculation)

- ii. Pending Change Order No. 21 – Second Garrrotte interior insulation replacement (14,000.00 and 0 working days)
 - 1. Depending on available funds after Tank 5 Improvements (Included in available funds calculation)
- iii. Pending Change Order No. 22 - Butler Way Pump Station Pavement Replacement (\$24,717.23 and 0 Working Days)
 - 1. Depending on available funds after Tank 5 Improvements
- c. 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)
 - ix. Change Order No. 9 – Additional Work at Butler Way Pump Station (Discharge Piping) (\$2,837.44 and 1 Working Day)
 - x. Change Order No. 10 – Additional Work at Second Garrotte for surface preparation and coating of exterior influent/effluent pipelines (T&M) (\$7,500.00 and 3 Working Day)
 - xi. Change Order No. 11 – Credits for Butler Way Pump Station (Gate Valve/Pressure Transducer) (-\$3,454.28 and 0 Working Day)

- 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)
 - vi. Pending Change Order No. 18 – Additional Endura flex Coating Expenses (\$72,450.00 and 0 additional Working Days)
- V. SUBMITTAL REVIEW
 - a. Approved Submittals
 - i. Submittal No. 1 – 44
 - b. Remaining Submittals
 - i. None
- VI. REVIEW RFI LOG
 - a. Responded RFI's
 - i. RFI No. 1 – 37
 - b. Pending RFI's
 - i. None
- VII. Claims
 - a. Claim No. 1 – Oil in Big Creek Clearwell
 - 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
 - e. Claim No. 5 – Oil Removal from Big Creek Baffles

- i. Responded
- f. Claim No. 6 – Oil in Second Garrotte Clearwell
 - i. Responded
- g. Claim No. 7 - Oil Removal from Second Garrotte Baffles
 - i. Responded
- h. Claim No. 8 - Additional Expenses Incurred for Second Garrotte Clearwell Coating
 - 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. Received.
 - vii. Disbursement Request No. 7 (\$301,594.00)
 - 1. Received.
 - viii. Disbursement Request No. 8 (\$326,571.00)
 - 1. Received.
 - ix. Disbursement Request No. 9 (\$293,255.00)
 - 1. Received.
 - x. Disbursement Request No. 10 (\$260,641.00)
 - 1. Received.
 - xi. Disbursement Request No. 11 (\$66,036.00)
 - 1. Received.
 - xii. Disbursement Request No. 12 (\$91,711.00)

- 1. Received.
- xiii. Disbursement Request No. 13 (\$65,902.00)
 - 1. Received.
- xiv. Disbursement Request No. 14 (\$38,494.00)
 - 1. Received.
- xv. Disbursement Request No. 15 (\$15,347.00)
 - 1. Received.
- xvi. Disbursement Request No. 16 (\$21,456.00)
 - 1. Received.
- xvii. Disbursement Request No. 17 (\$10,910.00)
 - 1. Submitted to State 1/3/2023
- xviii. Disbursement Request No. 18 (Submitting Quarterly - March 2023)
 - 1. Attorney requested that we do not pay any further invoices
 - a. Can withhold up to 100% to 150% of the Claims.
 - i. Farr construction has requested to receive payment for the costs withheld as we have come to an agreement regarding Tank 5 improvements.
 - ii. We will advise Farr Construction that the attorney has advised to not issue payment until all claims have been removed.

IX. PROJECT SCHEDULE

- i. Butler Way
 - 1. Sound enclosure
 - a. Manufacturer provided revised submittal for alleviate roof defects repair 10/19/22
 - i. 6-week lead time on materials
 - ii. Meeting held between Farr Construction, Groveland CSD, AMCE and Manufacturer on (1/17/2023)
 - 1. AMCE discussed the following acceptable revisions:
 - a. Replace existing roof with equipment that was not cut in the field (Roof standing seam, standing seam cap & rain guard)

- i. No Flex Tape or excessive caulking
 - b. Install solid roof with hatches over the pumps
 - i. Manufacturer to provide typical roof layout as it is assumed all roof systems do not leak.
 - c. Return sound enclosure as it does not meet the specifications
- 2. The manufacturer is only willing to complete the proposed standing roof seam addition and nothing further.
 - a. Number of bolts to be installed requested.
 - i. Update requested 2/2/23
 - b. AMCE requested proposals from Bevco
 - i. No response received.
 - c. Openchannelflow
 - i. Proposal received (\$45,000)
 - ii. Installation services are not available.
 - iii. Ships in one piece and requires crane for placement.
 - iv. Template drawings received.
 - v. Includes all internal and external equipment included in current enclosure (heater, thermostat, fan, dba reduction by 45%, access to the pump from roof hatch, etc.)

- ii. Second Garrotte
 - 1. All punch list Items addressed
- iii. Big Creek
 - 1. All punch list Items addressed
- iv. Final Disbursement Request Date to be extended to December 31, 2023.

X. CONCERNS

- i. Sound Enclosure Defects
 - 1. Exterior coating
 - a. Manufacturer will recoating entire enclosure onsite
 - i. Will use same coating material as factor paint system currently installed.
 - 1. Color matched.
 - ii. Will use airless sprayer.
 - 2. Leak in roof on top of door and above louvers.
 - a. Manufacturer provided submittal for standing seam roof with gutter.
 - 3. Addition of screen on interior face of fan.
 - 4. Addition of screen on interior face of louvers.
- ii. Negotiated Claims removal with Contractor.
 - 1. Proceeding with the listed projects will remove all claims and liquidated damages:
 - a. Tank 5 coating quote - \$524,680.00
 - b. Tank 5 replacement quote with Factory Epoxy Coating (Bolted - \$423,200/Welded - \$626,400)
 - c. Tank 5 floor replacement
 - i. Scope of work received/developed
 - 1. Requested subcontractor name and experience
 - a. Received – may change due to costs increase
 - b. Hold off on DIR check and addition
 - 2. Temporary Piping System Revised

- ii. \$265,000 construction costs (Confirmed)
 - 1. State cannot confirm the amendment will be approved until additional documentation has been provided.
 - a. Need State approval before execution of change order.
 - i. District followed up on amendment.
 - ii. 2-3 Months more processing time (1/4/23)
- iii. New Contractor
 - 1. Rebid, formal FBA and agreement amendment required (4-6 Months)
- iv. Farr Construction
 - 1. Agreement amendment (3 Months)
 - a. January 2023 estimated approval month
 - i. Delayed to March 2023.
 - b. No budget increase included.
 - c. Scope revisions to include Tank 5.
 - d. Completion of construction extended to 12/31/23
 - e. Final disbursement date extended to 6/31/24
- v. Mehreen requested a Technical memo for proposed work.
 - 1. AMCE submitted 9/29/22
- vi. No cultural assessment required.
- vii. Biological memo required.
 - 1. AMCE submitted 9/29/22
- d. Big Creek and 2G piping coating quote received (Sand Blasting) - \$62,000
- e. Big Creek and 2G piping coating quote requested (Overcoat) - \$75,200

2. Liquidated damages

- i. As furnish of the fan panel to be installed at the Butler Way Pump Station is out of Farr Constructions control liquidated damages stopped once the lights, heater and electrical work were installed (March 18, 2022).
- ii. Farr Construction submitted letter claiming that substantial completion was achieved on December 16, 2021.
 1. AMCE will develop a response letter following the Tank 5 mediation response
 2. Letter received from Farr Construction on March 8, 2022 stating that the Second Garrotte Tank was ready to be disinfected and started up
 - a. Letter should have been provided on 12/16/21 if they were prepared.
 3. Butler Way Sound Enclosure installation began on January 18, 2022
 - a. Claimed since pumps were being used that Butler Way had reached substantial completion.
 - i. Pumps freezing because heater was not installed.
 4. Electrical at Second Garrotte (Pressure Transducer)/Butler Way heater and light installed March 18, 2022.

XI. ADJOURN

**GROVELAND COMMUNITY SERVICES DISTRICT
SEWER COLLECTION SYSTEM IMPROVEMENTS PROJECT
CONSTRUCTION PROGRESS MEETING**

February 6, 2023 @ 9:00 AM

AGENDA

- I. INTRODUCTIONS
- II. CONSTRUCTION PROGRESS SNAPSHOT
 - a. Total Project Cost (Contractor) \$3,653,429.00
 - b. Total Funding Agreement (Total Project) \$5,845,568.00
 - c. Total Project Contingency \$922,877.00
 - d. Budget Spent to Date (Contractor) \$1,130,147.60
 - e. Budget Spent to Date (Total Project) \$1,728,361.84 (+34,890.00 CCO 3-4)
 - f. Contingency Used to Date \$107,515.24 (+34,890.00 CCO 3-4)
 - g. Percentage Funding Used to Date (Contractor) 30.9%
 - h. Percentage Funding Used to Date (Total Project) 29.6%
 - i. Percent Contingency Used to Date 11.7%
 - j. Days for Completion 348 Calendar Days (All CCO's)
 - k. Elapsed Days 235 Calendar Days
 - l. Weather Day 21 Weather Day (Requested Update)
 - m. Remaining Days 134 Calendar Days
- III. CONSTRUCTION SITE REPORTS
 - a. Progress to Date
 - b. Contractor (1-MONTH LOOK AHEAD)
- IV. CHANGE ORDERS
 - a. Executed Change orders
 - i. Change Order No. 1 – MH-2003 to MH-2004 Trench Rock Break (T&M) (\$2,352.97 and 0 .50 calendar days) (Included in DR No. 4)
 - ii. Change Order No. 2 – MH-101 Removal (\$2,550.00 and 0 .50 calendar days) (Included in DR No. 4)
 - iii. Change Order No. 3 – MH-3 to MH-4 Replacement in Lieu of Spot Repair (\$38,790.00 and 3 calendar days) (Improvement Pending)
 - 1. Tree removal to be completed soon.
 - iv. Change Order No. 4 – MH-37 to MH-38 Improvement Revisions (-\$3,900.00 and 1 calendar day) (CIPP Improvement Pending)

- v. Change Order No. 5 – Trash Disposal & Potholing for MH-20 to MH-21 (\$5,383.50 and 1 calendar day) (Included in DR No. 4)
 - vi. Change Order No. 6 – MH-97 to MH-97B Culvert T&M (\$6,929.52 and 1 calendar day) (To be billed to school - WILL NOT BE CLAIMED)
 - vii. Change Order No. 7 – MH-10-24 to MH-10-20 Replacement in Lieu of Spot Repair (\$79,290.00 & 2 Calendar Days) (Included in DR No. 4)
 - viii. Change Order No. 8 – MH-123 to MH-124 (-\$8,271.00 and 1 Calendar Day) (Concrete Improvements Pending) (Included in DR No. 5)
 - ix. Change Order No. 9 – MH-4-93 to MH-4-95, MH-4-93 to MH-4-276 & MH-4-276 to MH-4-275B Improvement Revisions (\$26,210.00 & 3 Calendar Days) (Included in DR No. 5)
- b. Pending Change Orders
- i. Change Order No. 10 – MH-10-10 to MH-10-8 Creek Crossing/2 Lateral Improvements (Work Completed – Les/Moyle Discussing Revisions)
 - ii. Change Order No. 11 – MH-4-251 Alignment Revisions (RFI No. 2) (T&M Documents pending)
 - iii. Change Order No. 12 – MH-1-325A to MH-1-324 Creek Crossing (Work Completed – Les Reviewing Documents)
 - iv. Change Order No. 13 – MH-12-81 to MH-12-93 Improvements Revisions (Work to be completed when weather clears up) (proposal received - \$8,550)
 - v. Change Order No. 14 – MH-12-173B to MH-1-173A Replacement Addition (Work to be completed when weather clears up) (proposal received - \$54,378)
 - vi. Change Order No. 15 – Erosion Control (Work Completed – Les/Moyle Discussing Revisions)
 - vii. Change Order No. 16 – Cleanouts and Concrete Collar Additions (Work Completed – Les/Moyle Discussing Revisions)
 - viii. Change Order No. 17 – MH-10-13 to MH-10-10 Creek Crossing (Work Completed – Les/Moyle Discussing Revisions)
 - 1. Requested all pending change orders/confirmation no remaining
 - a. Confirmed no remaining in field 1/11/23
 - b. Email confirmation requested 1/12/23, 2/1/23
- c. Final Change Order List
- i. Budget of \$500,000 until project is completed

- ii. Estimate approximately 1 to 1.5 million remaining at end of project
 - 1. Final Direction Received and provided to Moyle regarding material procurement and additional improvements.
 - a. No materials have been ordered as the material is readily available.
 - 2. AMCE developed change order tracking list that separates out the change order costs incurred for this list and the project in general.
- d. Additional Improvement in Unit 12/MH-48 to MH-49
 - i. Unit 12 Final List Provided
 - 1. Sent to Contractor 1/3/2023
 - a. Reduced Scope by \$86,400
 - b. Increased Scope by \$64,400
 - c. Additional Improvements to be Evaluated following execution of all outstanding change orders.
 - i. 12-269 to 12-134 (269' of replacement)
 - ii. 12-134 to 12-95 (472' of replacement)
 - iii. 12-21 to 12-47 (324' of replacement)
 - ii. Luis developing final list
 - 1. Meeting to be schedule with Moyle following to discuss materials purchased for final change order list and to discuss swapping out of improvements with new items.
 - iii. Funding constraints
 - 1. Peter to discuss addition funding with State once final scope of work is determined internally by the District.

V. SUBMITTAL REVIEW

- a. Approved Submittals
 - i. Submittal No. 1 – 15.1 & 17 – 20
- b. Rejected
 - i. Submittal No. 16
- c. Remaining Submittals
 - i. Additional Requirements for Bore & Jack

VI. REVIEW RFI LOG

- a. Received/Pending RFI's
 - i. RFI No. 1 – Bore and Jack Information
 - 1. Response sent 8/9/2022

- ii. RFI No. 2 – MH-4-251 Alignment Revisions
 - 1. Direction Provided via Email 8/17/2022
 - 2. Formal Response provided 8/25/2022
- iii. RFI No. 3 – MH-1-325A to MH-1-324 Creek Crossing
 - 1. Formal response sent 9/15/2022
- iv. RFI No. 4 – Reid Circle Tree
 - 1. Formal response sent 9/29/2022
- v. RFI No. 5 – Use of Grade Rings to bring Manhole’s to Grade
 - 1. Formal Response provided 10/10/2022

VII. PAYMENT REQUESTS

- a. FBA Approval (Phase 2)
 - i. Fully Executed Agreement
- b. Processed
 - i. Disbursement Request No. 1 (\$58,259.00)
 - 1. Received. (Submitted 1/28/2021)
 - ii. Disbursement Request No. 2 (\$111,500.00)
 - 1. Received. (Submitted 3/24/2021)
 - iii. Disbursement Request No. 3 (\$183,773.00)
 - 1. Received. (Submitted 7/6/2022)
 - iv. Disbursement Request No. 4 (\$1,020,392.00)
 - 1. Received. (Submitted 9/8/2022)
 - v. Disbursement Request No. 5 (\$292,555.00)
 - 1. Submitted 1/18/2023.

VIII. ENCROACHMENT PERMITS

- i. CalTrans Encroachment Permits
 - 1. MH-2 to MH-3 (July 8, 2023 Expires)
 - a. Shoulder Close Permit with Flagging
 - b. Traffic control plan completed
 - i. AMCE/Contractor Permit Received
 - 1. Completion of construction schedule received (Invalid Now – Requested Revision 1/20/23 – followed up 2/1/23)
 - a. 2/27/2023 to 3/3/2023

- i. Meets Project Deadline
 - 2. MH-48A to MH-49 (July 8, 2023 Expires)
 - a. Shoulder Close Permit
 - b. Traffic control plan completed
 - i. AMCE/Contractor Permit Received
 - 1. Completion of construction schedule received (Invalid Now – Requested Revision 1/20/23 – followed up 2/1/23)
 - a. 3/9/2023 to 3/15/2023
 - i. Adam to discuss with owner regarding proposed/optimal construction date/time once brewery sign agreement is in place.
 - ii. District looking into legality regarding removal/liability of working around sign.
 - iii. Meets Project Deadline
3. MH-17 to FB-105 (July 8, 2023 Expires)
 - a. No Traffic Control Required
 - i. AMCE/Contractor Permit Received
 - 1. Completion of construction schedule received (Invalid Now – Requested Revision 1/20/23 – followed up 2/1/23)
 - a. 3/17/2023 to 3/23/2023
 - i. Adam to discuss with owner regarding proposed/optimal construction date/time once construction easement agreement is prepared.
 - ii. Adam prepared construction easement agreement document 1/9/2023
 - iii. Meets Project Deadline
4. MH-47 to MH-48 (March 31, 2023 Expires)
 - a. No Traffic Control Plan
 - b. Must be completed by March 31, 2023 (Extended)
 - i. Provide 7-day notice to CalTrans

- ii. Requested extension 8/11/22
 - 1. Completion of construction schedule received (Invalid Now – Requested Revision 1/20/23 – followed up 2/1/23)
 - a. 2/6/2023
 - i. Moyle provided itemized dates for CIPP/Rehab. improvements.
 - ii. Confirmed with express sewer that deadlines will be met.
 - iii. Meets Project Deadline
- ii. Tuolumne County Encroachment Permits (January 28, 2024 Expires – extended)
 - 1. The following sewer pipelines will be replaced/rehabilitated within the County right of way:
 - a. Anderson St/Vassar St, Big Oak Flat, CA - replacement of approximately 140 LF of sewer pipe,
 - b. School St, Big Oak Flat, CA - replacement of approximately 195 LF of sewer pipe and the addition of a new manhole,
 - c. Black Rd, Big Oak Flat, CA - cured in place pipe (CIPP) rehabilitation approximately 160 LF,
 - d. Clements Rd, Pine Mountain Lake - replacement of approximately 602 LF of sewer pipe,
 - e. Clements Rd, Pine Mountain Lake - replacement of 6 LF of cracked sewer pipe,
 - f. Clements Rd, Pine Mountain Lake - Replacement of approximately 328 LF of sewer pipe,
 - g. Catholic Cemetery St, Big Oak Flat, CA, replacement of factor tap (lateral connection),
 - h. Ponderosa Ln, Groveland CA, CIPP rehabilitation approximately 162 LF
- iii. Hetch Hetchy Encroachment Permits
 - 1. Must commence construction of Hetch Hetchy improvements within 240 days (November 6, 2022).
 - a. Notify Hetchy of start of work 10 day in advance
 - i. Work started on October 3, 2022

- ii. Notice sent 9/15/2022
 - 2. Complete improvements within 365 days (March 11, 2023).
- iv. Contractor concurrence with all encroachment permits
 - 1. Schedule Meets Project Deadline
- v. GIS Data Gathering
 - 1. Adam to train Les to use Trimble R2 unit
 - 2. Les to store unit at Adams office
 - a. Use only to gather points then return
 - b. Access not available at this time.
 - i. Adam working on 12/6/22

IX. PROJECT SCHEDULE

- i. Schedule
 - 1. 3-week look ahead (updated 12/19/2022)
 - a. Holding off on sewer replacement and proceeding with manhole replacements
 - b. Waiting for a two week clear weather window to proceed with any further replacements (or 2/27/23)
 - i. Once known, Moyle with contact us and notices should be sent out ASAP.
 - 1. Tentatively starting back up in Reid Circle 2-14-23.
 - c. CIPP flushing/CCTV activity dates to be provided
 - i. December 26, 2022 to December 30, 2022
 - 1. Did not occur
 - a. Irl to provide new dates (requested update 2/1/23)
 - 2. To completion (AMCE reviewed revised)
 - a. Requested new schedule to include updated Caltrans Improvements, CIPP/Rehab. work, & Hetchy Hetchy improvements dates.
 - i. Proposed schedule to show work starting on 2/27/23 and any improvements completed before then would be ahead of schedule.
 - 1. Would know route of next improvements.
 - ii. CIPP/Rehab. work to begin January 2023
 - 1. 1/30/2023 to 3/9/2023

- a. Moyle to provide updated itemized dates for improvements (requested 1/20/23 & 2/1/23).
 - iii. Caltrans Replacement work
 - 1. GCSO to approach owners and discuss proposed/optimal date/time once agreement documents are in place.
 - iv. Caltrans CIPP work
 - 1. Moyle to provide updated itemized dates for improvements (requested 2/1/23).
 - v. Hetch Hetchy work
 - 1. Moyle to provide updated itemized dates for improvements (requested 2/1/23).
 - vi. Tuolumne County
 - 1. Meets Project Deadline
 - vii. Final Change Order List
 - 1. AMCE requested to be included.
 - a. Holding off until we have a final list.
 - viii. Deleted work
 - 1. Comments provided in schedule.
- ii. Notices to Homeowners
 - 1. Notices to be sent out for two-month work period.
 - a. From schedule to completion
 - 2. Notices to be sent out for three work period.
 - a. Once on short schedule
 - 3. Notices to be sent out for one week work period (with exact tentative dates provided).
 - a. Door hangers to be provided to Les for placement on doors when construction is about to take place in specific areas.
- iii. Construction Staking
 - 1. All alignments have been staked for Pine Mountain Lake, Groveland and Big Oak Flat
 - 2. CCTV marked spot repairs and laterals
 - 3. PML Hardware store PUE staked:

- a. Adam approached PML hardware store owner.
 - i. Additional area to be provided by owner for construction. (need in writing)
 - 1. No easement to be purchased by GCSD.
 - 2. Yonder development to pursue their easement
 - a. GCSD developed easement letter
 - 4. Clements road (Unit 12) construction staking completed 11/22/22
 - a. Staking documents provided by Jack sent to District 11/23/22
 - b. AMCE developed figure for easement
 - i. Sent Peter 12/1/22
 - 5. Lift Station 10 easement and property corners to be staked.
 - a. Staking completed 12/7/22
 - i. Staking documents provided by Jack sent to District 12/8/22
 - ii. Easement/property corners staked
 - 6. Bore and Jack (PML)
 - a. Master staking file to be provided once improvement finalized.
 - i. Staking request received
 - ii. Minimum 48 hours' notice
- iv. Completion Reports
 - 1. Les to develop list of completed pipelines and update weekly.
- v. Final Deliverable Dates:
 - 1. Construction Completion Date: December 31, 2024.
 - 2. Final Disbursement Date: June 30, 2025.
- vi. Punch List
 - 1. Developed for Unit 1, 4, 10 and 13
 - a. Final walk through for above improvement 12/7/22

X. CONCERNS

- a. Bore and Jack Improvement (MH-15-32 to MH-15-33) (Postponed)
 - i. Moyle provided costs for revised bore and jack improvements. (11/30/22) (Increase of \$77,612.00)
 - 1. Revision to improvements confirmed 12/1/22
 - a. Additional documentation to be provided regarding bore and jack pending improvement confirmation (AIS, etc).

- ii. Moyle to provide costs for conventional replacement. (11/30/22)
(Increase of \$66,697.00)
 - 1. Final direction to be determined following complete list of CCO's accumulated to date.
 - b. Pine Mountain Lake Hardware Store Sign
 - i. Adam is working with the store owner to get the sign taken down/additional construction easement.
 - 1. Adam talked with PML hardware store owner 9/19/22
 - a. Construction easement letter completed.
 - ii. Sign should be relocated away from new sewer pipeline.
 - 1. Encroachment permit to be filed and reviewed.
 - iii. Easement Found for this location.
 - 1. Additional land to be provided for construction purposed, in writing.
 - iv. Schedule provided for work
 - 1. Notice to be provided to homeowner once agreement in place.
- c. Brewery
 - i. Sign removal/working around sign
 - 1. GCSD reached out to legal council to see how to handle this issue.
- d. Easement and Access Agreements
 - i. Land and Structure to gather and process
 - 1. \$2,500 to \$3,500
 - ii. Yosemite Title Company
 - 1. \$150 /hr
 - iii. County website providing access to District documented easements.
 - iv. Pine Mountain Lake, Big Oak Flat and Groveland Easements Found in District Storage.
 - v. AMCE holding off on easement letter until required
 - 1. 10' each side of pipe along centerline

XI. ADJOURN

Operations and Maintenance Report January 2023

Operations Department

Wastewater Treatment Division

Influent Totals	
Total	6.96
Average	0.22
High	0.42
Low	0.12

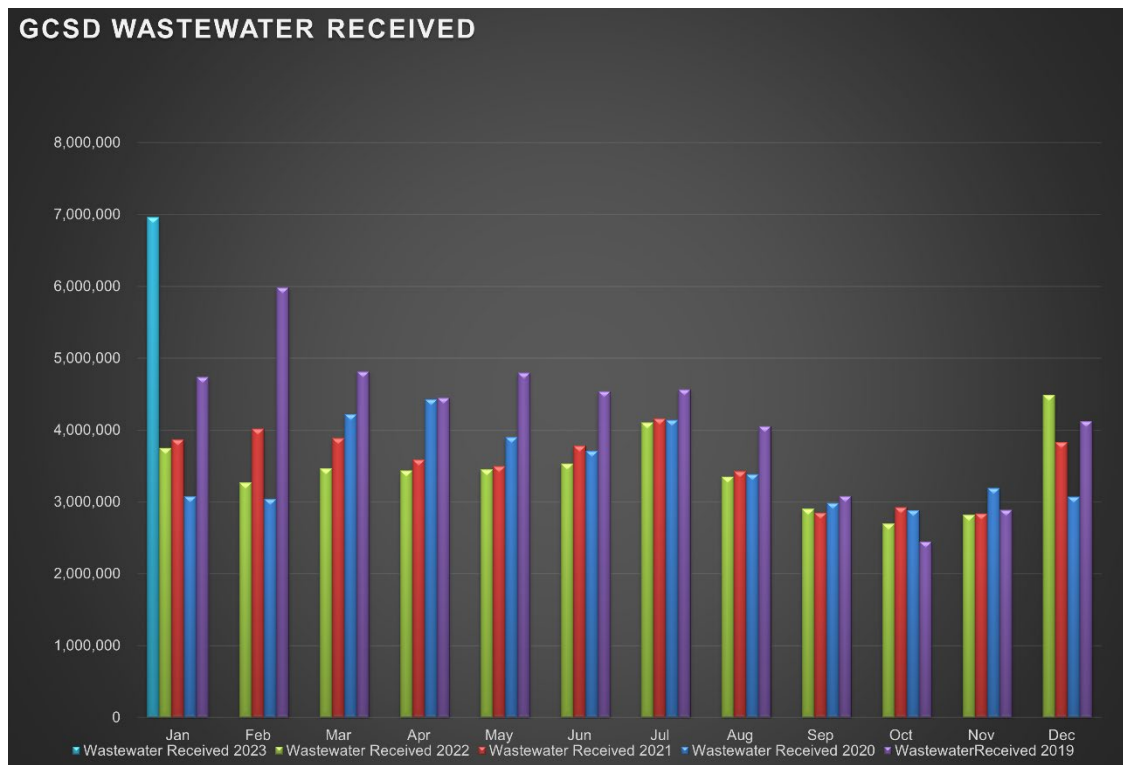
Effluent Totals	
Total	7.53
Average	0.24
High	0.46
Low	0.13

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

Wasting Totals	
Total Inches	109
Total Pounds	2530
Active Accounts	1565

STP Rainfall Totals by Year During Current Month (Inches)					
Season	2023	2022	2021	2020	2019
	44.22	20.45	0.00	9.36	8.12
	High 3.01	High 0.00	High 3.86	High 1.95	High 2.71

Charted Historical Monthly Influent Totals



Wastewater Treatment Division

Routine Tasks

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

Water Treatment Division

Routine Tasks

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

Maintenance Department

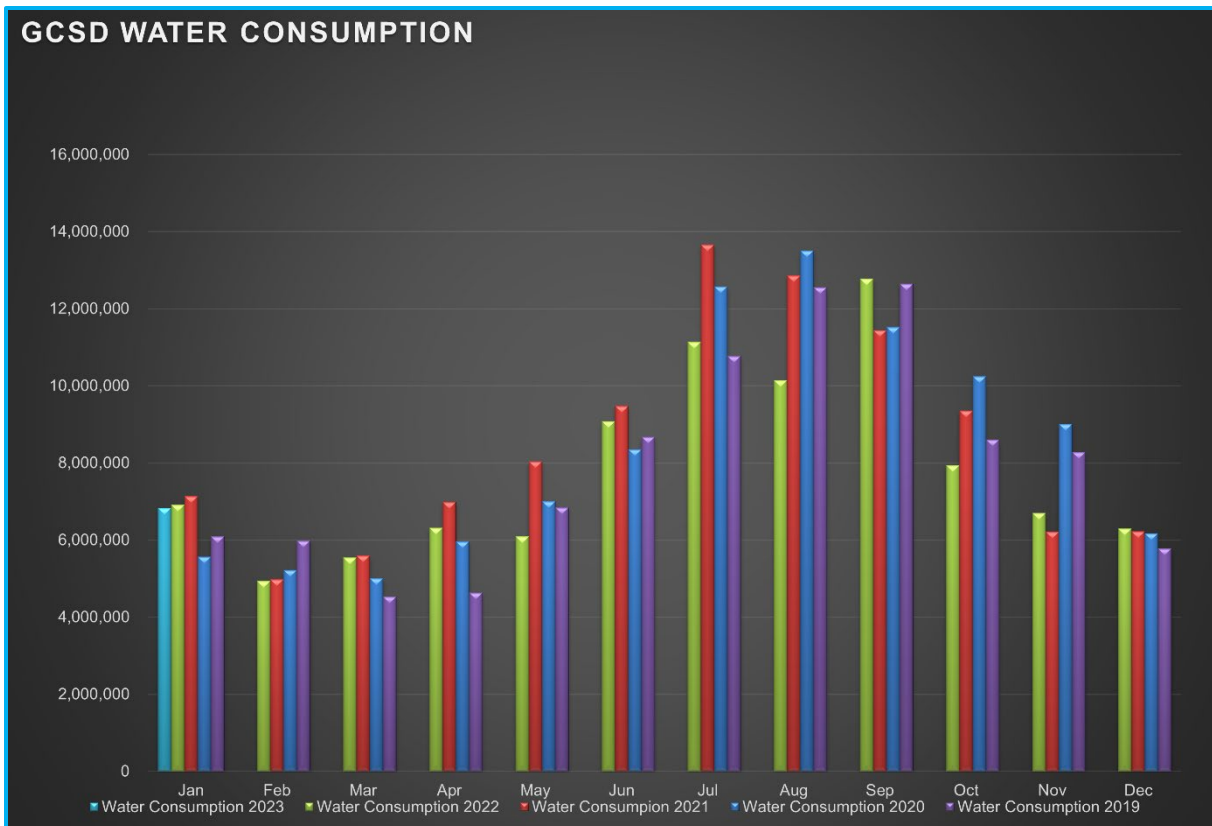
Water Distribution System Division

Meter Related Services	Total
Check / Repair Meters	11
Water Meters Installed	0
Monthly Meter Restrictions	0
Meter Lock offs	15
Meter Changeouts	1
Tenant Final Reads	2
Re-Reads	59
Meter Turn-Offs	3
Meter Turn-Ons	10
Meter Tests	77
Winterize Meter	0
Total Meter Related Issues	178

Billed Consumption (Gallons)	2023	2022	2021
Residential	6,827,350	6,909,383	7,138,130
Commercial	418,527	363,173	N/A
Total	6,408,823	6,546,210	7,138,130

Active Accounts	3263
------------------------	------

Charted Historical Monthly Water Consumption



Maintenance and Repair Data

Description	Total
Water Main Leaks / Repairs	0
Water Service Line Leaks / Repairs	1
Fire Hydrant Repairs / Replacements	0
Number of Hydrants Flushed	7
Number of Dead-Ends Flushed	5
Water Valves Exercised	4
GIS Points	0

Description	Gallons
Flushing for Water Quality	5,100
Water Loss Due to Leaks / Breaks	9,884

After-Hours Calls (Hours)				
Water	Sewer	Park	Other	Total
6	7	2	1	16

Maintenance and Repair

- **Routine Tasks**

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

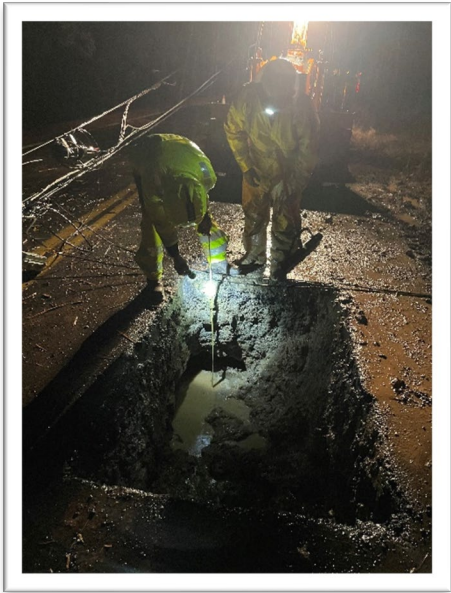
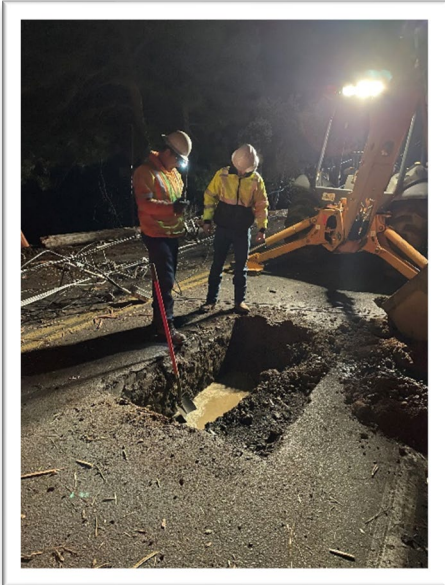
- **Tanks and Pump Stations**

- Inspect and exercise generator at Tank 2
- Inspect and exercise generator at Tank 4
- Inspect and exercise generator at Big Creek TP
- Inspect and exercise generator at 2G TP

- **Distribution System**

- Water leak, 12965 Mueller Dr – Storm Damage and caused by subsequent work by PG&E.
- Zero Read meter testing.
- Water leak investigation. Crews spent 6 hours trying to locate a “Very Large” water leak. Turned out to be a property side leak at Twin Pines Apartment Complex. Total Loss was nearly 490,000 gallons.

Water Break – Mueller Dr



Wastewater Collection System Division

Description	Total
Manholes Inspected	125
GIS Points	0
Customer Complaint	2
Odor Complaints	0

Description	Total
Flushing/Jetting (Feet)	1500
Video Inspection (Feet)	0

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

Maintenance and Repair

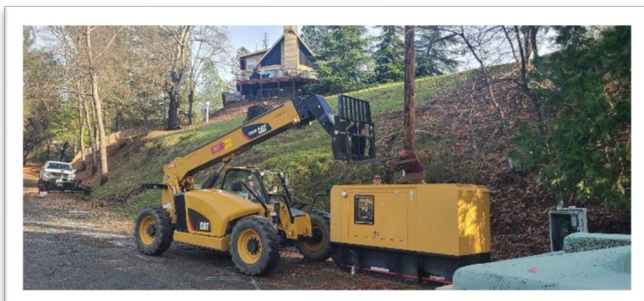
- **Routine Tasks**
 - Weekly lift station site inspections (PMCS)
 - Added degreaser and odor control to lift stations

- **Lift Stations**
 - Cleaned: LS1, LS3, LS4
 - Lift Station 8 – Over crank alarms on generator. (Part of CIP replacement, work in progress)
 - Lift Station 12 – Replace low float. “Low Low” alarms were not accurate.
 - Lift Station 7 – Replace Allen-Bradley display.
 - Lift Station 15 – Diagnose and repair transfer switch.
 - Lift Station 5 and Lift Station 8 - Diagnose pumps/flow meters. Found flow meters to be inaccurate.

- **Collection System**
 - Flushed/Jetted gravity sewer line areas.
 - Groveland, Bass Pond, Twin Pines Easement Manhole inspections.
 - Removed downed trees from Twin Pines Easement

Pictures

Lift Station 13 Generator Replacement



Parks Division

Maintenance and Repair

- **Mary Laveroni Community Park**
 - Landscape Maintenance
 - Annual Fall Leave/Slash removal
 - Daily trash and bathroom maintenance
- **Ballfield & Dog Park**
 - Annual dog park gate code change.

Deer Flat Parcel



General Maintenance Division

Maintenance By Department

- **Operations Department**
 - 2G Water Treatment Plant
 - Big Creek Water Treatment Plant
 - AWS
 - STP
 - Repair sludge pump at WWTP.
- **Maintenance Department**

- Equipment
 - Monthly Inspect and run at operating temperatures...
 - Rain for Rent, Sullair, Vactron, Cement mixer, Light Tower, STP generator, Dunn Ct Generator, AWS Generator, Standby Generator, Highlands Generator.
 - Diagnosed parts washer motor. Replacement motor ordered. (Warranty)
- Vehicles
 - 80012: Cleaned and replaced pump and pump check valve. R & R carburetor to clean.
 - 52229: Installed new drawers in toolbox. (Warranty)
 - 50807: Check Engine Light diagnosis. Found speed fan fault and temp fault. R & R fan.
 - 80001: Diagnose Hotsy pressure washer. Found faulty ignitor. Part ordered.
- Buildings & Yard
 - R&R light bulbs in Maintenance Office, Maintenance Shop, Operations building, and Big Creek TP.
 - Cleaned laundry equipment and reversed the door on dryer.
 - General yard cleanliness.
 - Vegetation management.

Contracted Work

- Day Generator Service
 - Generator upgrades at LS1, LS2, LS7, LS8, LS9, LS13, Highlands PS, Big Creek TP, Second Garrote TP, and Admin.
- Moyle Excavation
 - Sanitary Sewer Replacement CIP project continuing

Workplace Safety and Training

- Routine Safety Meetings
 - Daily Tailgate Meetings
 - Weekly Safety Meetings
 - Weekly Security Checks
 - Weekly Vehicle Inspection
- Vac-Con Safety Training provided by MME Equipment

Our New Equipment

Truck 31

2023 Chevrolet 3500 4WD 6.6L Duramax Diesel, Auto Transmission, Harbor Toolbox with lumber rack, crane, and work lights. This will be our primary service vehicle (carrying necessary tools and equipment) for water and wastewater repairs.



**REGULAR MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
January 10, 2023
10:00 a.m.**

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

Call to Order

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

Director Armstrong absent.

Approve Order of Agenda

Motion

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

Ayes: Director Mora, Kwiatkowski, Edwards, and Swan

Absent: Director Armstrong

Public Comment

None.

Information Items

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

Staff Reports

Fire Department Report

CERT Report

General Manager's Report

Operations Manager's Report

Administrative Services Manager's Report

Proclamations

Recognition of Luis Melchor for his 16 Years of Service to the Groveland Community Services District

Recognition of Andrew Marshall for his 5 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 December 13, 2022, Regular Meeting

Accept December 2022 Payables

Adoption of a Resolution Proclaiming a Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by Governor's Executive Order N-25-20 and Order N-29-20, and Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Groveland Community Services District for the Period of January 10, 2023, through February 7, 2023, Pursuant to Brown Act Provisions

Waive Reading of Ordinances and Resolutions Except by Title

Motion

Director Swan moved, seconded by Director Kwiatkowski and the motion passed by roll call to approve the consent calendar.

Ayes: Directors Mora, Kwiatkowski, Edwards, and Swan

Absent: Director Armstrong

Old Business

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

Adoption of a Resolution Approving the Norms and Protocol Related to Board Member and Board Meeting Conduct

Motion

Director Edwards moved, seconded by Director Swan and the motion passed by roll call to table this item until the quarterly workshop scheduled in February 2023.

Ayes: Directors Mora, Kwiatkowski, Edwards, and Swan

Absent: Director Armstrong

Discussion and Action Items

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

Adoption of a Resolution Approving Amendments to the Board of Director's Policy Related to Regular Board Meetings and Establishing a Revised Meeting Location

Motion

Director Kwiatkowski moved, seconded by Director Edwards and the motion passed by roll call to approve resolution 05-2023 to make amendments to the Board of Director's Policy and to direct staff to schedule District Board meetings at the Groveland Community Resilience Center when the County permits.

Ayes: Directors Mora, Kwiatkowski, Edwards, and Swan

Absent: Director Armstrong

Discussion and Board Direction to Rearrange the Schedule for the Quarterly Board of Directors Workshops

Motion

Director Swan moved, seconded by Director Kwiatkowski and the motion passed by roll call to change the quarterly workshop to be held the fourth Tuesday in the months of November, February, May, and August.

Ayes: Directors Mora, Kwiatkowski, Edwards, and Swan

Absent: Director Armstrong

Adoption of a Resolution Accepting the District Policy and Procedure Manual, as Amended

Motion

Director Swan moved, seconded by Director Edwards and the motion passed by roll call to adopt Resolution 06-2023 accepting the district Policy and Procedure Manual as amended.

Ayes: Directors Mora, Kwiatkowski, Edwards, and Swan

Absent: Director Armstrong

Approval of the Issuance of a Request for Proposals and Scope of Work for the Preparation of Water and Sewer Rate Studies

Motion

Director Kwiatkowski moved, seconded by Director Edwards and the motion passed by roll call to approve the issuance of a Request for Proposals and Scope of Work for the preparation of a Water and Sewer Rate Study.

Ayes: Directors Mora, Kwiatkowski, Edwards, and Swan

Absent: Director Armstrong

Discussion and Board Direction Regarding the District's Active and Latent Powers as Detailed in California Law and as They Relate to Community Service Needs Such as Operation of the County Airport in Groveland

Motion

No action taken.

Adjournment

Meeting adjourned at 12:22pm.

APPROVED:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

**SPECIAL MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
January 31, 2023
10:00 a.m.**

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Nancy Mora President, Janice Kwiatkowski Vice President, John Armstrong, Spencer Edwards, and Robert Swan being present. Also present was Board Secretary Rachel Pearlman, Administrative Services Manager Jennifer Donabedian, and General Manager Peter Kampa.

Call to Order

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

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.

Authorize the General Manager to Procure a Loan with Municipal Finance Corporation for the District's Vehicle and Equipment Purchases

Motion

It was moved by Director Swan, seconded by Director Armstrong and the motion passed unanimously authorize the General Manager to procure a 5 year loan with Municipal Finance Corporation for the District's vehicle and equipment purchases and to bring back this item for ratification when the loan agreement and resolutions are finalized.

The Board convened into closed session at 10:25am.

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

- A. Conference with Legal Counsel – Initiation of Litigation Pursuant to Government Code section 54956.9(d)(4): One (1) Case
- B. Announcement of Reportable Action taken in Closed Session

The Board reconvened into open session at 11:34am.

Director Mora announced that there is no reportable action taken in closed session.

Adjournment

Meeting adjourned at 11:34am.

APPROVED:

Spencer Edwards, President

ATTEST:

Rachel Pearlman, Board Secretary

DRAFT

DRAFT



ACCOUNTS PAYABLE CHECK LISTING

January, 2023
Fiscal Year 22/23
Board Approval Date _____

Accounts Payable Checks



User: dpercoco
Printed: 2/6/2023 11:30:44 AM

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
22382	BLU01	Anthem Blue Cross	1/10/2023	True	Monthly Group Health Ins.	\$33,907.66
22383	AST01	Astra Industrial Services	1/10/2023	True	Backflow Test Equip Calibration	\$160.00
22384	Atl01	Atlas Copco Compressors, LLC	1/10/2023	True	AWS Compressor Service repair/Maintenance	\$3,932.09
22385	Cle03	CleanSmith Solutions	1/10/2023	True	Weekly Janitorial Services/Disinfection Services	\$4,200.00
22386	COL03	Columbia Communications	1/10/2023	True	2 months pager service for Operations	\$30.00
22387	Con06	Conifer Communications	1/10/2023	True	Internet Service at Plants	\$59.90
22388	UB*03166	Day, Julie	1/10/2023	True	Refund Check 015096-000, 13209 Mueller Dr 2/334	\$9.36
22389	Deluxe	Deluxe Business Checks & Sol	1/10/2023	True	1000 ea. AP Checks, 300 ea. Deposit Tickets	\$688.31
22390	DRU01	Drugtech Toxicology Services, LLC	1/10/2023	True	Consortium DOT Tests	\$245.00
22391	ESRI01	Environmental Systems Research Institute Inc.	1/10/2023	True	Arc GIS Pro annual subscription, Arc GIS Creator annual subscrip	\$3,250.00
22392	Fas02	Fastenal	1/10/2023	True	Safety and Janitorial Supplies	\$1,419.84
22393	FOO01	Foothill-Sierra Pest Control	1/10/2023	True	Pest Control	\$300.00
22394	UB*03165	Garza, Xavier	1/10/2023	True	Refund Check 017273-000, 20797 Nonpareil Way 10/28	\$108.81
22395	GCS02	GCSO	1/10/2023	True	GCSO Water Bill	\$3,203.75
22396	GEN02	General Supply Co	1/10/2023	True	Relays & blocks for Lift Station sensaphone installations	\$887.16
22397	gilb01	Gilbert Associates, Inc.	1/10/2023	True	Monthly CPA Services	\$3,400.00
22398	HAC01	Hach	1/10/2023	True	TNT chemicals, CL2 PH Analyzer	\$7,277.98
22399	UB*02264	Hernandez, Salvador & Sylvia	1/10/2023	True	Refund Check 013567-000, 19425 FERRETTI 6/6	\$100.00
22400	Hun02	Hunt & Sons, Inc.	1/10/2023	True	Fuel & Oil	\$5,849.49
22401	JSW02	J.S. West Propane Gas	1/10/2023	True	Propane	\$2,401.23
22402	Ken01	Ken Grady Co.	1/10/2023	True	10" grounding rings and shipping for replacement flow meters	\$1,305.56
22403	Met03	Metro Presort	1/10/2023	True	October e service charges	\$65.00
22404	MOO01	Moore Bros. Scavenger Co., Inc.	1/10/2023	True	Garbage Service	\$1,268.26
22405	Moy02	Moyle Excavation Inc.	1/10/2023	True	Payment #3 for WWTP Pond 1 Liner replacement	\$34,080.30
22406	Moy02	Moyle Excavation Inc.	1/10/2023	True	Payment #2 for Groveland/BOF Sewer Collection Improvements	\$237,480.31
22407	Moy02	Moyle Excavation Inc.	1/10/2023	True	Payment for WWTP Sewer Improvements- Phase 1	\$407,149.67
22408	PGE01	PG&E	1/10/2023	True	Monthly Electric Charges	\$865.09
22409	Pin07	Pine Mountain Auto	1/10/2023	True	December Auto Parts	\$1,555.63
22410	pml01	PML Hardware & Supply Inc.	1/10/2023	True	December Hardware supplies	\$902.94
22411	RLR01	R.L. Righetti Enterprises, Inc.	1/10/2023	True	Sensor for Engine 781	\$261.91
22412	Rig01	Right Now Couriers	1/10/2023	True	Monthly Courier Service	\$780.00
22413	Joh03	Roseville Chevrolet	1/10/2023	True	2023 Chevrolet 3500 Silverado Utility Truck-1GB3YSEY3PF110908	\$103,745.13
22414	UB*03168	Salazar-Gutierrez, Silvine & Jaime	1/10/2023	True	Refund Check 012396-004, 21179 Hemlock Street 12/124	\$174.47

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
22415	UB*03162	Sheffield, Lyle & Joan	1/10/2023	True	Refund Check 013970-000, 12746 Cresthaven 4/4 M	\$44.26
22416	UB*03164	Shewmaker, Donald & Nancy	1/10/2023	True	Refund Check 011564-000, 12418 TANNAHILL DR 1/55	\$158.12
22417	Sie17	Sierra Instant Printing	1/10/2023	True	Business cards for J Donabedian, Dog Park Permits	\$118.53
22418	UB*03167	Sims, Thomas	1/10/2023	True	Refund Check 008887-000, 20888 McKinley Way 10/77	\$4.32
22419	Sprbrk	Springbrook Holding Company LLC	1/10/2023	True	Monthly Civic Pay C/C Pmt Fees	\$1,359.20
22420	SOL02	The Solv Group	1/10/2023	True	W2's, 1099's & envelopes	\$93.14
22421	TUO01	Tuo. Co. Public Power Agency	1/10/2023	True	Monthly Public Power Purchase	\$23,287.72
22422	UNI01	Union Democrat	1/10/2023	True	Annual newspaper subscription	\$235.00
22423	ups9	UPS	1/10/2023	True	UPS fee	\$2.24
22424	Watt01	Watts Regulator Company	1/10/2023	True	3 ea. 100% T solutions for lab and WTP	\$102.50
22425	Wells	Wells Fargo Vendor Financial Services, LLC	1/10/2023	True	Monthly Lease on Admin Copier	\$359.28
115867	OE3	Operating Engineers Local #3	1/10/2023	True	PR Batch 00001.01.2023 Oper Engin Union Dues	\$361.90
902563	CAL09	CalPers 457 Plan Administrator	1/10/2023	True	PR Batch 00001.01.2023 CalPers Def Comp	\$1,038.47
902564	DCSS	Dept of Child Support Services	1/10/2023	True	PR Batch 00001.01.2023 Wage Garnish Child Support	\$205.03
902565	EDD01	EDD - Electronic	1/10/2023	True	PR Batch 00001.01.2023 State Unemp Ins	\$4,801.24
902566	FedEFTPS	Federal EFTPS	1/10/2023	True	PR Batch 00001.01.2023 FICA Employee Portion	\$18,324.52
902567	Orion	Orion Portfolio Solutions	1/10/2023	True	PR Batch 00001.01.2023 Orion 457	\$2,125.00
902568	PER01	Pers - Electronic	1/10/2023	True	PR Batch 00001.01.2023 PERS Employer Exp. PEPR	\$11,437.57
22460	UMP01	UMPQUA Bank Comm Card Ops	1/19/2023	True	December Credit Card Purchases	\$9,700.78
115868	OE3	Operating Engineers Local #3	1/19/2023	True	PR Batch 00002.01.2023 Oper Engin Union Dues	\$490.98
902569	CAL09	CalPers 457 Plan Administrator	1/19/2023	True	PR Batch 00002.01.2023 CalPers Def Comp	\$1,153.85
902570	DCSS	Dept of Child Support Services	1/19/2023	True	PR Batch 00002.01.2023 Wage Garnish Child Support	\$205.03
902571	EDD01	EDD - Electronic	1/19/2023	True	PR Batch 00002.01.2023 State Income Tax	\$4,839.41
902572	FedEFTPS	Federal EFTPS	1/19/2023	True	PR Batch 00002.01.2023 Medicare Emple Portion	\$19,952.83
902573	Orion	Orion Portfolio Solutions	1/19/2023	True	PR Batch 00002.01.2023 Orion 457	\$2,125.00
902574	PER01	Pers - Electronic	1/19/2023	True	PR Batch 00002.01.2023 PERS Employee Deduct	\$10,376.65
22428	49er	49er Communications	1/23/2023	True	1 ea. BKR5000 Command Portable Radio & 5 ea. Speaker microphone	\$3,161.19
22429	AIR01	Airgas USA, LLC	1/23/2023	True	Monthly Cylinder Rental-Helium	\$52.20
22430	ATT02	AT&T	1/23/2023	True	Monthly Cal Net phone service	\$332.42
22431	AT&T Mob	AT&T Mobility (First Net)	1/23/2023	True	Monthly Field Cell Phone fee	\$998.40
22432	Ron01	Rudy, Roni Lynn	1/23/2023	True	Social Media Management	\$2,730.25
22433	CA Dept	CA Dept of Tax/Fee Administration	1/23/2023	True	Diesel fuel taxes	\$472.00
22434	CA Dept	CA Dept of Tax/Fee Administration	1/23/2023	True	Use Tax for Oct-Dec 2022 payments	\$64.00
22435	CAR06	Carbon Copy Inc.	1/23/2023	True	Monthly Copier Usage	\$50.42
22436	UB*03169	Christensen, Donna	1/23/2023	True	Refund Check 008529-000, 20598 Longridge Court 4/99	\$7,755.67
22437	EDIS01	E.D.I.S.	1/23/2023	True	Supplemental Health Insurance	\$3,311.70
22438	Fas02	Fastenal	1/23/2023	True	Janitorial supplies	\$106.80
22439	FP Mail	FP Finance (Monthly pmt)	1/23/2023	True	Monthly Postage Machine Rental	\$321.72
22440	GRA04	Grainger	1/23/2023	True	Truck 29 & 31 supplies, Ultrasonic Level Sensor for OSG	\$1,147.35
22441	UB*03170	Howe, Robert & Susan	1/23/2023	True	Refund Check 010381-000, 20254 PINE MT DR 4/55	\$119.87
22442	Hum02	Humana Insurance Company	1/23/2023	True	Dental Insurance-Monthly	\$3,172.16
22443	Hun02	Hunt & Sons, Inc.	1/23/2023	True	Fuel & Oil	\$5,849.49
22444	ITR01	Itron Electric Metering Co Inc	1/23/2023	True	Quarterly Hardware Maint-Handhelds	\$557.33

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
22445	JSW02	J.S. West Propane Gas	1/23/2023	True	Propane	\$1,665.72
22446	UB*03153	McEwen-Patterson, Joel	1/23/2023	True	Refund Check 015409-000, 12874 GREEN VALLEY 3/399	\$2,841.74
22447	Met03	Metro Presort	1/23/2023	True	Monthly UB Statement Processing	\$1,977.63
22448	MOT03	Mother Lode Answering Service	1/23/2023	True	Monthly Answering Service	\$614.08
22449	MOU03	Mountain Oasis Water Systems	1/23/2023	True	Bottled Water	\$108.00
22450	Pri04	Principal Life Insurance Company	1/23/2023	True	Monthly Vision & Life Insurance	\$696.49
22451	Rog01	Rogers, Stephen	1/23/2023	True	Fuel, Parking and meals for CES Conference for Steve Rogers	\$357.89
22452	SFPUC	San Francisco Public Uilties Commission	1/23/2023	True	Monthly Water Purchase	\$12,761.14
22453	UB*03117	Sanders, Anthony	1/23/2023	True	Refund Check 017432-000, 10918 YOSEMITE SPRINGS #GR	\$662.49
22454	UB*03149	Soares, Michael	1/23/2023	True	Refund Check 016835-000, 19601 Buckskin Ct 8/251 Merg	\$338.88
22455	Sta15	Staples Credit Plan	1/23/2023	True	Office Supplies	\$205.81
22456	UB*03172	Strickler, Scott	1/23/2023	True	Refund Check 016683-000, 21171 Hemlock Street 12/123	\$1,060.59
22457	UB*03171	Suresh, Vegesna	1/23/2023	True	Refund Check 014169-000, 12929 Greenvalley Circle 3/382	\$550.58
22458	Tri 01	Triple J Farms	1/23/2023	True	12 yard compost for Leon Rose ballfield	\$147.40
22459	Ver03	Verizon Wireless 7706	1/23/2023	True	Monthly Auto Dialers	\$12.01
					January Direct Deposit Payroll	\$96,311.19
					Total January Accounts Payable	\$1,124,220.12



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Jennifer Flores, Admin Services Manager

DATE: February 14, 2023

SUBJECT: Agenda Item 4D: Consideration of Nomination of Candidates for the Board of Directors of California Special Districts Association and Special District Risk Management Authority

RECOMMENDED ACTION

Staff recommends the following action:

I Move to Nominate General Manager Peter Kampa as a Candidates for the Board of Directors of California Special Districts Association and Director Swan as a Candidate for Special District Risk Management Authority.

BACKGROUND

SDRMA Nomination Process

There are three (3) seats up for election on the Special District's Risk Management Authority (SDRMA) Board of Directors. SDRMA is the District's Property/Liability and Worker's Compensation insurance company.

If a Director would like to run for one of the open seats, the Board must nominate them by resolution and they must submit a statement of qualifications. The nomination filing deadline is May 1, 2023. The term of office is four (4) years and newly elected Directors will begin January 1, 2023 and expire December 31, 2027. Ballots will be mailed to all SDRMA member agencies in mid-May.

CSDA Nomination Process

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. Any regular member in good standing is eligible to nominate one person, a Board member or managerial employee, for election to the CSDA Board of Directors.

The Sierra Network Seat C term is expiring which is the seat a nominated member would be sitting for. The deadline for receiving nominations is March 31, 2023.

ATTACHMENTS:

- SDRMA Nomination Packet and Resolution
- CSDA Nomination Packet

FINANCIAL IMPACT:

None

2023 Nomination Packet Checklist



SDRMA BOARD OF DIRECTORS NOMINATION AND ELECTION GUIDELINES

January 18, 2023, marks the official commencement of the election process for the SDRMA Board of Directors. Three seats on the Board of Directors are up for election in 2023.

For your convenience we have enclosed the necessary nomination documents and election process schedule. Please note that some items have important deadlines. All documents contained in this packet, as well as additional information regarding SDRMA Board elections, are available on our website www.sdrma.org and/or by calling SDRMA Member Services at 800-537-7790.

- ____ **Attachment One:** **SDRMA Board of Directors Fact Sheet:** This document reviews the Board of Directors' Roles and Responsibilities along with other important information.

- ____ **Attachment Two:** **SDRMA Board of Directors 2023 Nomination/Election Schedule:** Please review this document for important deadlines. Nomination submissions must be received by 4:30 pm at the SDRMA office listed below in original format with wet signatures.

- ____ **Attachment Three:** **SDRMA Election Policy No. 2022-06:** A Policy of the Board of Directors of the Special District Risk Management Authority establishing guidelines for Director elections.

- ____ **Attachment Four:** **Sample Resolution for Candidate Nomination:** A resolution of the Governing Body of the Agency nominating a candidate for the Special District Risk Management Authority Board of Directors.

- ____ **Attachment Five:** **Candidate's Statement of Qualifications:** Please be advised that no candidate statements are endorsed by SDRMA. Candidate's Statements of Qualification will be distributed to the membership with the SDRMA election ballot, "exactly as submitted" by the candidate.

Please complete and return all required nomination and election documents to:

SDRMA Election Committee
C/O Ellen Doughty, Chief Member Services Officer
Special District Risk Management Authority
1112 "I" Street, Suite 300
Sacramento, California 95814

SDRMA BOARD OF DIRECTORS
FACT SHEET

SDRMA BOARD OF DIRECTORS ROLE AND RESPONSIBILITIES

Special District Risk Management Authority (SDRMA) is a public entity Joint Powers Authority established to provide cost-effective property/liability, worker’s compensation, health benefit coverages and comprehensive risk management programs for special districts and other public agencies throughout California. SDRMA is governed by a Board of Directors elected from the membership by the programs’ members.

Number of Board Members	SDRMA Board of Directors consists of seven Board Members , who are elected at-large from members participating in both programs.
Board of Directors’ Role	SDRMA Board of Directors provide effective governance by supporting a unified vision, ensuring accountability, and setting direction based on SDRMA’s mission and purpose, as well as establishing and approving policy to ensure SDRMA meets its obligations and commitment to its members.
Board of Directors’ Responsibilities	Board Member responsibilities include a commitment to: serve as a part of a unified governance body; govern within Board of Directors’ policies, standards and ethics; commit the time and energy to be effective; represent and make policy decisions for the benefit, and in the best interest, of all SDRMA members; support collective decisions; communicate as a cohesive Board of Directors with a common vision and voice; and, operate with the highest standards of integrity and trust.
Three Seats For this Election	Elections for Directors are staggered and held every two years, four seats during one election and three seats in the following election. Three seats are up for election this year.
Term of Directors	Directors are elected for four-year terms . Terms for directors elected this election begin January 1, 2024 and end on December 31, 2027.
Board Member Travel Reimbursement	Board Members are reimbursed for reasonable travel and lodging in accordance with SDRMA Board Ordinance No. 2022-01 and applicable laws and are allowed to claim a stipend of \$235 per meeting day or for each day’s service rendered as a Member of the Board.
Number of Meetings per Year	The Board meets from seven to ten times annually with an average of eight board meetings per year. Generally, the Board does not meet more than one meeting per month.
Meeting Location	SDRMA office in Sacramento, CA and at two conference locations.
Meeting Dates	Typically the first Wednesday and Thursday of the month.
Meeting Starting Times	Meetings are typically held 3:00 to 5:30 p.m. Wednesday and 8:00 to 10:00 a.m. Thursday.
Meeting Length	Meetings are four to six hours on average.
Average Time Commitment	Commitment per month ranges from 15 to 20 hours .

“The mission of Special District Risk Management Authority is to provide excellent risk financing and risk management services through a financially sound pool to California public agencies, delivered in a timely and responsive cost-efficient manner.”

SDRMA BOARD OF DIRECTORS
2023 NOMINATION/ELECTION SCHEDULE

2023 Nomination/Election Schedule

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
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19	20	21	22	23	24	25
26	27	28				

MARCH						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

MAY						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
S	M	T	W	T	F	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
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23/30	24/31	25	26	27	28	29

AUGUST						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	T	F	S
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24	25	26	27	28	29	30

OCTOBER						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

TASK TIMELINE
11/2/22 Board approves 2023 Election Schedule
1/18 Mail Notification of Election & Nomination Procedure to Members 90 days prior to mailing Ballots (118 days)
2/8-9 Election Committee is appointed/ratified
5/1 Deadline to return Nominations
5/4 <i>Tentative</i> - Election Committee Meeting Reviews Nominations
5/15 E-Mail Ballots to Members 60 days prior to Ballot Receipt Deadline (86 days)
8/8 Deadline to Receive Ballots
8/9 <i>Tentative</i> - Election Committee Meeting Count Ballots at SDRMA Office No more than 5 days after 8/8/23
8/10 Election Committee Notifies Successful Candidates of Election Results
11/1-2 Directors' Elect are invited to attend November Board Meeting
1/2024 Newly Elected Directors' Seated and Election of Officers

SDRMA BOARD OF DIRECTORS
ELECTION POLICY NO. 2022-06

A POLICY OF THE BOARD OF DIRECTORS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY ESTABLISHING GUIDELINES FOR DIRECTOR ELECTIONS, DIRECTOR APPOINTMENTS, AND CREATION OF A SUPERVISING ELECTION COMMITTEE

WHEREAS, SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA) is a joint powers authority, created pursuant to Section 6500, et. seq. of the California Government Code; and

WHEREAS, the Board of Directors recognizes that it is in the best interest of the Authority and its members to adopt a written policy for conducting the business of the Board; and

WHEREAS, establishing guidelines for Director elections and appointments will help ensure a process that is consistent for all nominees and candidates, will promote active participation by SDRMA members in the election/appointment process, and will help ensure election/appointment of the most qualified candidate(s); and

WHEREAS, the Bylaws provide the Board with the option of conducting the election using a mail-in ballot process; and

WHEREAS, the Board of Directors of SDRMA has an overriding and compelling interest in ensuring the accuracy of the election/appointment process of its Board members through the creation of an election committee;

NOW, THEREFORE, it is the policy of the Board of Directors of SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY, until such policy shall have been amended or rescinded, that the following procedures shall be followed when conducting Director elections or filling a Director vacancy by appointment:

1.0. Election Schedule

1.1. Not later than the first Board meeting of each election year, the Board of Directors shall approve an election schedule based on the following criteria and time frames.

2.0. Election Committee

2.1. The Board of Directors herein establishes an election committee with the following composition, duties and responsibilities; The five (5) members of the Election Committee shall include two (2) presently sitting members of the Board of Directors of SDRMA whose seats are not up for election, the Management Analyst & Clerk of the Board of Directors of SDRMA, and the CPA/auditor regularly used and retained by

SDRMA at the time of counting ballots of and for an election to the Board of Directors. For good reason found and stated, the Board of Directors of SDRMA may appoint any CPA/auditor who, in the discretion of the Board of Directors, would appropriately serve the Election Committee. The General Counsel for SDRMA shall also sit as a member of the Election Committee with the additional obligation of providing legal advice to the balance of the Committee as legal questions may arise.

3.0. Member Notification of Election

- 3.1. Authority staff shall provide emailed notification, of an election for the Board of Directors, to all member agencies during January of each election year. Such notification shall be provided a minimum of ninety (90) days prior to the distribution of ballots and shall include (1) where to locate election documents in MemberPlus; (2) the number of Director seats to be filled by election; and (3) a summary of nomination/election deadline dates.

4.0. Qualifications

- 4.1. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee of an SDRMA member participating in both the Property/Liability and Workers' Compensation Programs. To qualify as a "management employee," the candidate must be a management-level (as determined by the Governing Body) employee whose wages are reported to the IRS on a "W-2" form. Only one (1) representative from any Member may serve on the Board of Directors at the same time. [Per Bylaws, Article II, (2) (b)]
- 4.2. Each nominated candidate must submit a properly completed "Statement of Qualifications" (required form attached) with an original wet signature (electronic signatures are not acceptable) on or before the filing deadline in May in order for the candidate's name to be placed on the official ballot. A candidate shall provide responses to all questions on the candidate's "Statement of Qualifications". Each nominated candidate's "Statement of Qualifications" must be filed in SDRMA's office on or before the aforementioned deadline by (1) personal delivery; (2) U.S. mail; or (3) courier. To assure the Statement of Qualifications has affixed the candidate's original wet signature, the Statement of Qualifications may not be delivered by electronic mail. When ballots are provided to the membership, each candidate's "Statement of Qualifications" form will be available to the membership exactly as submitted by the candidate to SDRMA. However, any attachments submitted by the candidate(s) with the Statement of Qualifications will not be provided by SDRMA with the ballots to any members.
- 4.3. If a nominated candidate elects not to use the provided form "Statement of Qualifications," and prepares instead the candidate's own completed form, the

candidate's form must include the title "Statement of Qualifications" and contain exactly all information required and requested by the provided form.

NOTE: The candidate's "Statement of Qualifications" form must be submitted as a part of the nominating process. When ballots are made available to the membership, each candidate's "Statement of Qualifications" form will be distributed "exactly as submitted" to SDRMA, except that any attachments submitted by the candidate will not be sent to any SDRMA members.

- 4.4. A candidate who does not submit a Candidate's Statement of Qualifications that complies with Section 4.2 or 4.3 will be disqualified by the SDRMA Election Committee.
- 4.5. A qualified candidate currently serving on the CSDA board of directors must, if elected to the SDRMA board of directors, immediately resign his or her seat on the CSDA board. [Per Memorandum of Understanding, Alliance Executive Council, 9/20/2001.] Such resignation must occur prior to the meeting at which the director-elect takes his or her seat on the SDRMA board.

5.0. Nominating Procedure

- 5.1. Candidates seeking election or reelection must be nominated by action of their respective Governing Body. Only one (1) candidate may be nominated per member agency and one (1) candidate shall not represent more than one (1) member agency. A resolution from the candidate's district/agency Governing Body nominating the candidate must be received by the Authority on or before the scheduled date in May. (A sample of the resolution is enclosed). Actual receipt by the Authority on or before the scheduled deadline date in May is required. The resolution nominating the candidate may be hand-delivered to the Authority or sent by U.S. mail or emailed to SDRMA. In the event a candidate is nominated by two (2) or more member agencies, he or she shall represent the member agency whose nominating resolution is first received by the Authority. The other member agency or agencies that nominated the candidate shall be entitled to select a replacement nominee as long as a resolution nominating the replacement is received by the Authority prior to the scheduled deadline date.
- 5.2. A member may not nominate a candidate unless that member is participating in both the Property/Liability and Workers' Compensation Programs and is in "good standing" on the date the nominations are due. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 5.3. No earlier than the day after the deadline for receipt of nominations, the Election Committee, as hereinabove defined and comprised, shall review all nominations received from members, and will reject any nominations that do not meet all of the

qualifications specified and set forth in this policy. The Election Committee's decisions regarding the qualification of nominees are final. Following the Election Committee's review of all nominations, the Election Committee shall direct that a ballot be prepared stating and listing all of the qualified nominees. The ballot of qualified nominees shall be provided to the membership for election via MemberPlus as described below.

- 5.4. Upon verification or rejection of each nominee by the Election Committee, staff will email acknowledgment to both the nominee and the district/agency of its acceptance or rejection as a qualified nominee for election.
- 5.5. A nominee requesting that his/her nomination be withdrawn prior to the election, shall submit such requests in writing to SDRMA's office a minimum of three (3) days prior to the scheduled date for posting the ballots. After that date, all qualified nominees' names shall appear on the ballot provided to the membership.

6.0. Terms of Directors

- 6.1. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year. [Per Bylaws, Article II, (3), paragraph 1].

7.0. Campaigning

- 7.1. SDRMA staff will publish via MemberPlus each qualified candidate's "Statement of Qualifications", "exactly as submitted" by the candidate with the ballots to the membership.
- 7.2. Candidates, at their own expense, may distribute additional information to member agency(s) after the ballots have been published and prior to the election.
- 7.3. SDRMA staff is prohibited from actively promoting a candidate or participating in the election process while on Authority premises.
- 7.4. SDRMA staff may provide member information, mailing lists, financial reports or operational data and information, that is normally available through the Public Records Act, to candidates to assist them in their research and campaigning. In addition to obtaining such information under the Public Records Act, candidates may request SDRMA staff prepare mailing labels for the distribution of campaign materials to member agencies. Under existing policy, charges will apply for this service. The SDRMA logo is trademarked for use by SDRMA only. Neither the logo, nor any other Trademark

of SDRMA may be used in any campaign literature. No campaign literature is to imply support of any candidate by SDRMA.

- 7.5. SDRMA election documents for the membership, including ballots and candidates' "Statement of Qualifications", shall be made available via MemberPlus upon sending out an e-blast announcement via email.

8.0. Limitations on Campaigning

- 8.1. As used in this section the following terms have the following meanings:

"Campaign Activity" means any activity that expressly advocates the election or defeat of a candidate or provides direct support to a candidate for his or her candidacy. "Campaign activity" does not include the incidental and minimal use of public resources, such as equipment or office space, for campaign purposes or the use of public resources to nominate a candidate or vote in any Board of Directors election.

"Candidate" means an individual who has been nominated by the Member Agency to have his or her name listed on the ballot for election to the Board of Directors.

"Expenditure" means a payment of Member Agency funds that is used for communications that expressly advocate the election or defeat of a clearly identified candidate. "Expenditure" does not include the use of public funds to nominate a candidate or vote in any Board of Directors election.

"Public resources" means any property or asset owned by the Member Agency, including, but not limited to, land, buildings, facilities, funds, equipment, supplies, telephones, computers, vehicles, travel, and Member Agency-compensated time.

- 8.2. An officer, official, employee, or consultant of a Member Agency may not expend or authorize the expenditure of any of the funds of the Member Agency to support or oppose the election or defeat of a candidate for the Board of Directors.
- 8.3. No officer, official, employee, or consultant of a Member Agency shall use or permit others to use public resources for campaign activity.
- 8.4. At any time during an election campaign, if a Member Agency or its officers, officials, employees or consultants violate this section, that Member Agency shall be ineligible to nominate a candidate for the Board of Directors election in which the violation occurred. Any candidate of an offending Member Agency shall be deemed to have withdrawn his or her candidacy. Prior to declaring a Member Agency ineligible to nominate a candidate or a specific candidate's candidacy withdrawn, the Elections

Committee shall hold a hearing to determine whether or not a violation of this section occurred. The hearing shall be conducted pursuant to reasonable procedures that the Elections Committee shall prescribe, provided that the affected Member Agency or candidate shall have an opportunity to dispute the violation. At the conclusion of the hearing, the Elections Committee shall determine by a majority vote whether the violation occurred.

9.0. Balloting

- 9.1. A ballot containing nominees for the Board of Directors, accepted and approved by the Election Committee, shall be made available to each SDRMA member agency via MemberPlus, except as provided in Section 9.2 below, no less than sixty (60) days prior to the deadline for receiving ballots and the closing date for voting. Ballots shall show the date and time the ballots must be received in SDRMA's office.
- 9.2. In the event that the number of qualified/approved nominees is equal to or less than the number of director seats up for election, the distribution of the ballots as outlined in Section 9.1 shall be waived. In this event, the election committee shall inform the Board of Directors of these facts and the Board of Directors shall, at a regular or special meeting, appoint all qualified nominee(s) to the Board. If one or more seats on the Board remain open, the Board of Directors shall fill those seats pursuant to the process set forth for the filling of vacancies in Section 11.0.
- 9.3. Only those qualified nominees approved by the Election Committee will be eligible candidates on the ballot. Write-in candidates shall not be accepted.
- 9.4. It is required that the Governing Body of each member vote on behalf of their agency at a public meeting and the ballot MUST be signed by an authorized agency official.
- 9.5. A member may not vote unless the member was a member of the Authority in "good standing" on or before the nomination due date for the pending election. "Good standing" is defined as no accounts receivable due to SDRMA which is more than ninety (90) days past due.
- 9.6. A member may cast only one (1) vote for the same candidate. By way of example, if there are four (4) candidates on the ballot, a member may not cast two (2) to four (4) votes for any single candidate. Any ballot casting more than one (1) vote for the same candidate will be considered void.
- 9.7. A member may vote by using the official ballot provided by SDRMA, or a copy of SDRMA's original ballot, or a reasonable duplicate prepared by the member agency. Whichever of the three foregoing formats is used, the ballot must contain an original

wet signature and confirmation that the ballot was approved at a public meeting of the agency's Governing Body. Ballots submitted without an original signature and/or without confirmation that the form of the ballot was approved at a public meeting of the agency's Governing Body will be considered void.

- 9.8. Ballots may be returned using either hand-delivered or mailed in ballots - faxed or e-mailed ballots will not be accepted. Mailed in ballots must be addressed to, and hand-delivered ballots must be delivered to, the Special District Risk Management Authority office presently located at 1112 I Street, Suite 300, Sacramento, California 95814-2865.
- 9.9. Any ballot received after the specified deadline will not be counted and will be considered void.

10.0. Election Results

- 10.1. All ballots will be tabulated at SDRMA's office only after the deadline for receiving ballots. Ballots will be tabulated by SDRMA's Election Committee, no more than five (5) days after the closing deadline. Candidates receiving the highest number of votes shall be declared the elected director(s).
- 10.2. In the event of a tie, a coin toss shall be used to determine the elected director. The coin toss shall be conducted by the Election Committee at the time and place of the conclusion of counting ballots.

PROCEDURE: In the event more than two (2) candidates tie, the coin toss shall be between two (2) candidates at a time based on the order in which their name appeared on the ballot. This process shall be repeated, as needed, in cases where there are more than two (2) candidates.

- 10.3. Excluding tie votes, within five (5) days after the ballots tabulated Authority staff shall advise the candidates and their respective agency via email of the final election results. Copies of the results shall also be emailed/distributed to SDRMA's Board of Directors, staff and consultants and published in the first available CSDA newsletter.
- 10.4. If a director-elect withdraws after the election or fails to accept the Director seat prior to December 31, the Board shall name a new director-elect by going back to the ballots and awarding the seat to the candidate receiving the next highest number of votes during the election.
- 10.5. Staff shall invite newly elected director(s) to attend the last Board meeting of the year after confirmation of election results. Director(s) elect will be reimbursed for expenses,

except for director stipends, in accordance with approved director reimbursement policy (copy of policy shall be provided to newly elected directors).

10.6. A member or candidate dissatisfied with the election result may, within ten (10) days after the ballots are opened and tabulated, file with the Authority a written challenge and appeal. The challenge and appeal must clearly set forth the complaint and any and all facts in support of the challenge and appeal. Within ten (10) days after the ballots are opened and tabulated, the challenge and appeal shall be delivered and received by the Authority. Within five (5) days of receipt of the challenge and appeal, the Authority shall deliver the same to the Election Committee for decision. The Election Committee shall have absolute authority for deciding the challenge and appeal. Notice of the decision of the Election Committee shall be provided to the party filing the challenge and appeal within ten (10) days.

11.0. Director Vacancy

11.1. If a director vacancy(s) occurs (Note 1), appointment of a replacement director for the balance of the unexpired term will be made by the remaining members of the SDRMA Board. In order to accomplish this in an orderly and consistent manner, when a vacancy(s) of an elected Director(s) occurs, the SDRMA Board of Directors, after discussion and consideration, shall, when deemed appropriate, instruct staff to:

- a) Notify all then member entities via email that a vacancy has occurred; and
- b) Said notice shall refer to the applicable Article in the By-laws in advising member entities and their eligible candidates of the steps to take to apply for appointment; and
- c) The SDRMA Board shall establish the closing date for the receipt of applications; and
- d) Candidates shall submit the following, by the date specified in the notice:
 - i) a letter of interest; and
 - ii) a resume, with particular emphasis on the candidate's knowledge of special districts and risk management; and
 - iii) a resolution from, or a letter approved by, the candidate's Governing Body nominating the candidate; and
- e) The Election Committee shall review all applications received, and shall reject any that do not meet all of the qualifications specified and set forth in this policy; and
- f) Upon verification or rejection of each application by the Election Committee, staff will email acknowledgement to both the applicant and the district/agency of its acceptance or rejection of the applicant as a qualified candidate for appointment; and

- g) Candidates shall be interviewed at the next regularly scheduled meeting of the SDRMA Board of Directors following the date of closure for the applications. Interviews shall be in person, or if an unforeseen emergency arises, the interview may be by telephone or via Zoom or an alternative at the same scheduled time; and
- h) The SDRMA Board shall make the appointment without undue delay, but need not act at the same meeting.

Note 1: If the Director vacancy occurs within nine (9) months after the date the ballots were counted and certified by the Election Committee or within nine (9) months after a candidate was appointed to fill a vacancy, then the Board shall have the option to interview and appoint the candidate(s) who did not receive sufficient votes to be elected OR to interview and appoint from the pool of candidates from 11.1.g) above. If the Director vacancy occurs in an election year after the Notification of Election is sent to the members, the Board may determine to fill the vacancy by appointing the candidate who receives the next highest number of votes in the election. If the Board determines in its sole discretion that none of these options is appropriate, then staff shall be instructed to proceed with the process described above in steps 11.1 a) to h).

11.2 The appointment process set forth in this section 11.0 shall also be followed in the event open seats remain at the conclusion of any regular election of Board members [see Section 9.2].

Revised and adopted this 9th day of February 2022, by the Board of Directors of Special District Risk Management Authority, at a regular meeting thereof.

This Policy No. 2022-06 supersedes Policy No. 2021-10 and all other policies inconsistent herewith.

APPROVED:



Michael Scheafer, President
Board of Directors

ATTEST:



Laura S. Gill, ARM, ARM-P, CSDM
Chief Executive Officer

SAMPLE
RESOLUTION FOR
CANDIDATE NOMINATION

A RESOLUTION OF THE [GOVERNING BODY] OF THE [AGENCY NAME] NOMINATING [CANDIDATE'S NAME] AS A CANDIDATE FOR ELECTION TO THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS

WHEREAS, the Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code, Section 6500 et.seq., for the purpose of providing risk management and risk financing for California Special Districts and other local government agencies; and

WHEREAS, the Joint Powers Agreement and Bylaws of SDRMA set forth director qualifications, terms of office and election requirements; and

WHEREAS, the Board of Directors of SDRMA established procedures and guidelines for the Director Election process; and

WHEREAS, the SDRMA Board of Directors adopted Board Policy 2022-06, which includes the following requirements for candidate qualification:

- a. A candidate seeking election, re-election or appointment to SDRMA's Board of Directors must be a member of the Governing Body or a management employee (as defined in Section 4.1) of a SDRMA member participating in both the Property/Liability and Workers' Compensation Programs.
- b. Each nominated candidate must submit a properly completed "Statement of Qualifications" with an original wet signature (electronic signatures are not acceptable) on or before the May 1, 2023 filing deadline in order for the candidate's name to be placed on the official ballot.
- c. Candidates seeking election or reelection must be nominated by action of their respective Governing Body through a resolution that must be received by the Authority on or before the May 1, 2023 filing deadline.

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of the Special District Risk Management Authority hereby finds, determines, and resolves as follows:

1. The governing body of [AGENCY NAME] nominates [CANDIDATE'S NAME], its [POSITION TITLE], as a candidate for the Board of Directors of the Special District Risk Management Authority.
2. **ADD ONLY IF CANDIDATE IS NOT A MEMBER OF THE AGENCY'S GOVERNING BODY**

The [GOVERNING BODY] of [AGENCY NAME] has determined that [CANDIDATE'S NAME] is a management employee for purposes of SDRMA Election Policy 2022-06, Section 4.1.

3. The [GOVERNING BODY] of [AGENCY NAME] further directs that a copy of this

Resolution No. _____

Resolution shall be delivered to SDRMA on or before the May 1, 2023 filing deadline.

PASSED, APPROVED, and ADOPTED, by the [GOVERNING BODY] of [AGENCY NAME], on this [DAY] day of [MONTH], [YEAR], by the following roll call vote:

Ayes:

Noes:

Abstained:

Absent:

APPROVED:

ATTESTED:

President/Governing Body

Administrator/Secretary

No seal

CANDIDATE'S STATEMENT
OF
QUALIFICATIONS

Provided are 2 sets of the Candidate's **Statement of Qualifications Form** and can be completed one of two ways as follows:

- 1 set is downloadable to be completed by hand, or
- 1 set is an online fillable PDF Form.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates
– **no attachments will be accepted**. No statements are endorsed by SDRMA.

Candidate* _____
District/Agency _____
Work Address _____
Work Phone _____ Cell Phone _____

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

**What Board or committee experience do you have that would help you to be an effective Board Member?
(SDRMA or any other organization) (Response Required)**

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted**. No statements are endorsed by SDRMA.

Candidate*

District/Agency

Work Address

Work Phone

Home Phone

*The name or nickname and any designations (i.e. CPA, SDA, etc.) you enter here will be printed on the official ballot, exactly as submitted.

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

What is your overall vision for SDRMA? (Response Required)

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature _____ Date _____



**California Special
Districts Association**
Districts Stronger Together

RECEIVED
FEB 03 2023

BY:

DATE: January 30, 2023
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT C**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2024 - 2026 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.
(See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations for the Northern, Sierra, Coastal and Southern Networks is April 6, 2023. Where there is no incumbent running in the Bay Area and Central Networks the deadline for receiving nominations is April 17, 2023. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 5, 2023. All votes must be received through the system no later than 5:00 p.m. July 14, 2023. The successful candidates will be notified no later than July 18, 2023. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2023.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network	Seat C – Fred Ryness, Burney Water District*
Sierra Network	Seat C – Pete Kampa, Groveland Community Services District*
Bay Area Network	Seat C – <i>Vacant</i>
Central Network	Seat C – Steve Perez, GM, Rosamond Community Services District
Coastal Network	Seat C – Vince Ferrante, Moss Landing Harbor District*
Southern Network	Seat C – Arlene Schafer, Costa Mesa Sanitary District*

(* = Incumbent is running for re-election)

CSDA will be using a web-based online voting system allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 5, 2023. All votes must be received through the system no later than 5:00 p.m. July 14, 2023.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@csda.net by **April 6, 2023** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 5, 2023 per district request only.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



**California Special
Districts Association**
Districts Stronger Together

2023 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form, a Board resolution/minute action supporting the candidate, and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csla.net

DEADLINE FOR RECEIVING NOMINATIONS:

March 31, 2023 at 5:00 p.m.



California Special Districts Association
DISTRICT NETWORKS





2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office March 31, 2023, after 5:00 p.m. will not be included with the ballot.**



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: February 14, 2023

SUBJECT: Agenda Item 5A: Adoption of a Resolution Approving the Execution and Delivery of a Lease Agreement with Municipal Financial Corporation, and Authorizing Certain Actions in Connection Therewith

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 06-2023 approving the execution and delivery of a Lease Agreement with Municipal Financial Corporation and authorizing certain actions in connection therewith.

BACKGROUND:

This item was introduced to the Board at a special meeting that was held on January 31, 2023. A motion was made at the meeting and approved unanimously to authorize the General Manager to procure the 5-year loan that was presented with Municipal Finance Corporation for the vehicles and equipment presented in the submittal, and to bring the item back for ratification at the next scheduled Board meeting when the loan agreement and related documents were ready.

The items attached have been reviewed by legal counsel, and an opinion letter provided.

ATTACHMENTS:

1. Certificate of the District
2. Incumbency and Signature Certificate
3. Certificate of Acceptance
4. Acquisition Fund Agreement
5. Insurance Authorization Letter
6. Legal Opinion
7. 5 Year Quote
8. Resolution 06-2023

FINANCIAL IMPACT:

The total amount of the loan is \$1,266,622.35 which includes \$137,280.99 in interest charges for the life of the loan.

INSURANCE AUTHORIZATION LETTER

TO: _____

Attn: _____

RE: LEASE AGREEMENT dated January 27, 2023 between the undersigned as the District, and MUNICIPAL FINANCE CORPORATION (the "Corporation") as lessor and WESTAMERICA BANK ("Assignee") as assignee of Lessor.

The Insurance Requirements listed below are required to cover the property described in Exhibit A to the Lease.

Evidence of insurance in the form of a binder or cover letter is acceptable until formal certificates can be issued. Mail this within five (5) working days to:

Westamerica Bank
PO Box 1190
Suisun City, CA 94585-1190

- I. BODILY INJURY AND PROPERTY DAMAGE:
 - A. \$1,000,000 combined limits (primary plus umbrella) for Bodily Injury and Property Damage Coverage.
 - B. Endorsement naming Assignee as an Additional Insured.
 - C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
 - D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment leased from Assignee."

- II. PHYSICAL DAMAGE REQUIREMENTS:
 - A. All Risk Coverage for not less than the total cost of \$1,123,341.36.
 - B. Endorsement naming Assignee as Loss Payee.
 - C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
 - D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment leased from Assignee."

- III. RENTAL INTERRUPTION INSURANCE: (See Section 20 of Lease)
 - A. Coverage for abatement of rentals for a maximum amount of \$253,324.47 equal to twelve (12) months rental payments due the Assignee.
 - B. Endorsement naming Assignee as loss payee.
 - C. Coverage may be provided as a separate policy or as a rider to the policy of casualty insurance on theProperty.

The undersigned the District hereby authorizes you to provide the lessor and Assignee with Certificates and Endorsements per the above.

GROVELAND COMMUNITY SERVICES DISTRICT

By _____

Date _____

contrary provision of any other agreement to which the Custodian may be a party.

(i) The Custodian is hereby authorized and instructed, and hereby agrees, to send to the Corporation at its address set forth in Section 7 below, concurrently with the sending thereof to the District, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or sent to the District with respect to the Acquisition Fund.

7. Miscellaneous. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the Corporation: Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Attn: Bill Morton
Phone: 805-267-7141
Email: bmorton@munifinance.com

If to the District: Groveland Community Services District
18966 Ferreti Road
Groveland, CA 95321
Attn: Pete Kampa, General Manager
Phone: (209) 962-7161
Email: pkampa@gcsd.org

If to Custodian: Westamerica Bank
P.O. Box 1200
Suisun City, CA 94585-1200
Attn: Credit Administration
Phone: 707-863-6002
Email: david.hicks@westamerica.com

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is issued pursuant to the Lease Agreement dated as of January 27, 2023 ("Lease") between the GROVELAND COMMUNITY SERVICES DISTRICT (the "District") as lessee and Municipal Finance Corporation (the "Corporation") as lessor. The District hereby acknowledges as of the date specified below, the receipt and acceptance of the Property described on Exhibit A to the Lease.

The District hereby certifies that the Property has been inspected and is now in the District's possession and is in good order and repair (subject to any undischarged vendor/contractor warranty obligations). The District further certifies that no event has occurred and is continuing which constitutes, or would constitute, an event of default but for any requirement of notice or lapse of time or both.

Property Acceptance Date: _____

The District authorizes the Corporation to disburse the balance of Lease Proceeds in the Acquisition Fund to the District, which shall apply such proceeds towards making future Rental Payments due under the Lease. Such Lease Proceeds shall be immediately yield restricted in accordance with applicable U.S. Treasury Regulations.

IN WITNESS WHEREOF, the District's authorized agent confirms the Property acceptance date specified above by executing this Certificate of Acceptance.

GROVELAND COMMUNITY SERVICES DISTRICT

By _____

Title _____

ACQUISITION FUND AGREEMENT

This Acquisition Fund Agreement (this "Agreement"), dated as of January 27, 2023, is among MUNICIPAL FINANCE CORPORATION, a California corporation (the "Corporation"), GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (the "District") and WESTAMERICA BANK, a state banking corporation (the "Custodian").

Reference is made to that certain Lease Agreement dated as of January 27, 2023 between the Corporation and the District (the "Lease"), covering the financing of a certain property described therein (the "Property"). It is a requirement of the Lease that the funds for the Acquisition of the Property be deposited with the Custodian hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Property costs. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings given such terms in the Lease.

The parties agree as follows:

1. Creation of Acquisition Fund.

(a) There is hereby created a special trust fund to be known as the "Groveland Community Services District Acquisition Fund" (the "Acquisition Fund") to be held in trust by the Custodian for the purposes stated herein, for the benefit of the Corporation and the District, to be held, disbursed and returned in accordance with the terms hereof. On the Closing Date, the Corporation has caused the amount of \$1,123,341.36 to be transferred to the Custodian for deposit into the Acquisition Fund.

(b) The Custodian shall invest and reinvest moneys on deposit in the Acquisition Fund in Qualified Investments in accordance with written instructions received from the District. The District shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Custodian for the reinvestment of any maturing investment. Accordingly, neither the Custodian nor the Corporation shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Acquisition Fund, and the District agrees to and does hereby release the Custodian and the Corporation from any such liability, cost, expenses, loss or claim. Interest on the Acquisition Fund shall become part of the Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Acquisition Fund shall be borne by the Acquisition Fund. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of Section 53601 of the California Government Code. IN THE ABSENCE OF WRITTEN INSTRUCTIONS, THE CUSTODIAN

IS HEREBY AUTHORIZED AND DIRECTED TO INVEST AND RE-INVEST ALL FUNDS ON HAND IN THE WESTAMERICA BANK DEMAND DEPOSIT SAVINGS ACCOUNT.

(c) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Acquisition Fund shall be disbursed by the Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from the Corporation, as is more fully described in Section 2 hereof. If the amounts in the Acquisition Fund are insufficient to pay such amounts, the District shall be solely responsible for the balance of the funds needed to complete the Acquisition of the Property. Any moneys remaining in the Acquisition Fund after January 27, 2025 (the "Acquisition Period") shall be applied as provided in Section 4 hereof.

(d) The Acquisition Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Acquisition Fund or (ii) written notice given by the Corporation of the occurrence of a default or termination of the Lease.

(e) The Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Custodian, and for the disposition of the same in accordance herewith.

(f) Unless the Custodian is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the District agrees to and does hereby release and indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Custodian under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Custodian against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If the District and the Corporation shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Custodian hereunder, the Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Custodian shall be reimbursed by the District for all costs, including reasonable attorneys' fees, in connection with such civil action, and

shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) The District shall reimburse the Custodian for all reasonable costs and expenses, including those of the Custodian's attorneys, agents and employees incurred for extraordinary administration of the Acquisition Fund and the performance of the Custodian's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between the Corporation and the District concerning the Acquisition Fund.

2. Acquisition of Property.

(a) Acquisition Contracts. The District will arrange for, supervise and provide for, or cause to be supervised and provided for, the Acquisition of the Property, with moneys available in the Acquisition Fund. The District represents the estimated costs of the Property are within the funds estimated to be available therefor, and the Corporation makes no warranty or representation with respect thereto. the Corporation shall have no liability under any of the acquisition or construction contracts. The District shall obtain all necessary permits and approvals, if any, for the acquisition, construction, equipping and installation of the Property, and the operation and maintenance thereof.

(b) Authorized Acquisition Fund Disbursements. Disbursements from the Acquisition Fund shall be made for the purpose of paying (including the reimbursement to the District for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and constructing the Property.

(c) Requisition Procedure. No disbursement from the Acquisition Fund shall be made unless and until the Corporation has approved such requisition. Prior to disbursement from the Acquisition Fund there shall be filed with the Custodian a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of the District (an "Authorized Representative") and by the Corporation. The District shall provide to the Corporation a Certificate of Acceptance along with the final Disbursement Request.

3. Deposit to Acquisition Fund. Upon satisfaction of the conditions specified in the Lease, the Corporation will cause the Lease Proceeds to be deposited in the Acquisition Fund. The District agrees to pay any

costs with respect to the Property in excess of amounts available therefor in the Acquisition Fund.

4. Excessive Moneys in the Acquisition Fund. Following the final disbursement from the Acquisition Fund at the end of the Acquisition Period, or termination of the Acquisition Fund as otherwise provided herein, the Custodian shall transfer any remainder from the Acquisition Fund to the Corporation (or to the District at the Corporation's written direction) for application to amounts owed under the Lease in accordance with Section 6 of the Lease.

5. Security Interest. The Custodian and the District acknowledge and agree that the Acquisition Fund and all proceeds thereof are being held by Custodian for disbursement or return as set forth herein. The District hereby grants to the Corporation a first priority perfected security interest in the Acquisition Fund, and all proceeds thereof, and all investments made with any amounts in the Acquisition Fund. If the Acquisition Fund, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Custodian and the Custodian hereby agrees to hold such investments as bailee for the Corporation so that the Corporation is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Fund. In order to perfect the Corporation's security interest by means of control in (i) the Acquisition Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Acquisition Fund, (iii) all of the District's rights in respect of the Acquisition Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), the Corporation, the District and Custodian further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) The Custodian will comply with all entitlement orders originated by the Corporation with respect to the Collateral, or any portion of the Collateral, without further consent by the District.

(c) The Custodian hereby represents and warrants (a) that the records of the Custodian show that the District is the sole owner of the Collateral, (b) that Custodian has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than the Corporation's claim pursuant to this Agreement, and (c) that the

Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that the Custodian is obligated to accept from the Corporation under this Agreement and entitlement orders that the Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from the District.

(d) Without the prior written consent of the Corporation, the Custodian will not enter into any agreement by which the Custodian agrees to comply with any entitlement order of any person other than the Corporation or, subject to the provisions of paragraph (e) below, the District, with respect to any portion or all of the Collateral. The Custodian shall promptly notify the Corporation if any person requests the Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, the Custodian may allow the District to effect sales, trades, transfers and exchanges of Collateral within the Acquisition Fund, but will not, without the prior written consent of the Corporation, allow the District to withdraw any Collateral from the Acquisition Fund. The Custodian acknowledges that the Corporation reserves the right, by delivery of written notice to the Custodian, to prohibit the District from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Acquisition Fund. Further, the Custodian hereby agrees to comply with any and all written instructions delivered by the Corporation to Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by the Corporation, the amount of any obligations of the District to the Corporation, the validity of any of the Corporation's claims against or agreements with the District, the existence of any defaults under such agreements, or any other matter.

(f) The District hereby irrevocably authorizes Custodian to comply with all instructions and entitlement orders delivered by the Corporation to Custodian.

(g) The Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and the Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) The Custodian and the District hereby agree that any property held in the Acquisition Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any

contrary provision of any other agreement to which the Custodian may be a party.

(i) The Custodian is hereby authorized and instructed, and hereby agrees, to send to the Corporation at its address set forth in Section 7 below, concurrently with the sending thereof to the District, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or sent to the District with respect to the Acquisition Fund.

7. Miscellaneous. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the Corporation: Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Attn: Bill Morton
Phone: 805-267-7141
Email: bmorton@munifinance.com

If to the District: Groveland Community Services District
18966 Ferreti Road
Groveland, CA 95321
Attn: Pete Kampa, General Manager
Phone: (209) 962-7161
Email: pkampa@gcsd.org

If to Custodian: Westamerica Bank
P.O. Box 1200
Suisun City, CA 94585-1200
Attn: Credit Administration
Phone: 707-863-6002
Email: david.hicks@westamerica.com

In Witness Whereof, the parties have executed this Acquisition Fund Agreement as of the date first above written.

Municipal Finance Corporation

Groveland
District

Community

Services

By: _____

By: _____

Title: _____

Title: _____

Westamerica Bank

By: _____

Title: _____

EXHIBIT A

FORM OF DISBURSEMENT REQUEST

Re: Lease Agreement dated as of January 27, 2023 by and between Municipal Finance Corporation and Groveland Community Services District (the "Lease")

In accordance with the terms of the Acquisition Fund Agreement, dated as of January 27, 2023 (the "Acquisition Fund Agreement") by and among Municipal Finance Corporation (the "Corporation"), Groveland Community Services District (the "District") and Westamerica Bank (the "Custodian"), the undersigned hereby requests the Custodian to pay the following persons the following amounts from the Acquisition Fund created under the Acquisition Fund Agreement (the "Acquisition Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the District, and the same is a proper charge against the Acquisition Fund for costs relating to the Property identified in the Lease, and has not been paid. Attached hereto is the invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which the District is, at the date hereof, entitled to retain.

(iv) The Property is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Acquisition Period set forth in this Agreement.

(vii) No material adverse change in the District's financial condition shall have occurred since the date of the Lease.

Dated: _____

GROVELAND COMMUNITY SERVICES DISTRICT

By: _____
Authorized Representative

Disbursement of funds from the Property
Fund in accordance with the foregoing
Disbursement Request hereby is authorized

MUNICIPAL FINANCE CORPORATION

By: _____
Title: Authorized Representative

INSURANCE AUTHORIZATION LETTER

TO: _____

Attn: _____

RE: LEASE AGREEMENT dated January 27, 2023 between the undersigned as the District, and MUNICIPAL FINANCE CORPORATION (the "Corporation") as lessor and WESTAMERICA BANK ("Assignee") as assignee of Lessor.

The Insurance Requirements listed below are required to cover the property described in Exhibit A to the Lease.

Evidence of insurance in the form of a binder or cover letter is acceptable until formal certificates can be issued. Mail this within five (5) working days to:

Westamerica Bank
PO Box 1190
Suisun City, CA 94585-1190

- I. BODILY INJURY AND PROPERTY DAMAGE:
 - A. \$1,000,000 combined limits (primary plus umbrella) for Bodily Injury and Property Damage Coverage.
 - B. Endorsement naming Assignee as an Additional Insured.
 - C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
 - D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment leased from Assignee."

- II. PHYSICAL DAMAGE REQUIREMENTS:
 - A. All Risk Coverage for not less than the total cost of \$1,123,341.36.
 - B. Endorsement naming Assignee as Loss Payee.
 - C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
 - D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment leased from Assignee."

- III. RENTAL INTERRUPTION INSURANCE: (See Section 20 of Lease)
 - A. Coverage for abatement of rentals for a maximum amount of \$253,324.47 equal to twelve (12) months rental payments due the Assignee.
 - B. Endorsement naming Assignee as loss payee.
 - C. Coverage may be provided as a separate policy or as a rider to the policy of casualty insurance on theProperty.

The undersigned the District hereby authorizes you to provide the lessor and Assignee with Certificates and Endorsements per the above.

GROVELAND COMMUNITY SERVICES DISTRICT

By _____

Date _____



Neumiller & Beardslee

ATTORNEYS AND COUNSELORS | EST. 1903

A Professional Corporation

Eric J. Nims

3121 W. March Lane
Suite 100
Stockton, CA 95219

February 8, 2023

Post Office Box 20
Stockton, CA 95201-3020

(209) 948-8200
(209) 948-4910 Fax

NEUMILLER.COM

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

RE: LEASE AGREEMENT dated as of January 27, 2023 by and between MUNICIPAL FINANCE CORPORATION (the "Corporation") as lessor, and GROVELAND COMMUNITY SERVICES DISTRICT (the "District") as lessee.

Ladies and Gentlemen:

I have acted as counsel to the District with respect to the Lease Agreement described above (the "Lease") and in this capacity have reviewed a copy of the executed Lease and related documents or exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. The District is a public agency and political subdivision of the State of California (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. The District is authorized and has the power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of the District, and is a legal, valid and binding contract of the District enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditor's rights.
4. A resolution duly authorizing the execution and delivery of the Lease and related documents was duly adopted by the governing body of the District on

and such resolution has not been amended or repealed and remains in full force and effect.

5. There is no litigation, action, suit or proceeding pending or, to the best of my knowledge after due inquiry, threatened before any court, administrative agency, arbitrator or governmental body that challenges the authority of the District to enter into the Lease or the ability of the District to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion may be relied upon by Municipal Finance Corporation, its successors and assigns.

Very truly yours,



ERIC J. NIMS

EJN:ded

PREPARED BY MUNICIPAL FINANCE CORPORATION DATE: January 19, 2023
 PROPOSED INSTALLMENT PURCHASE FOR: Groveland Community Services District
 RE: Vehicles

NOTE: TERMS ARE BASED UPON INSTALLMENT SALE BEING BANK QUALIFIED
 Prepayment Option amount is exclusive of the installment payment due on same date
 Interest rate quote is valid for an acceptance within 15 days and
 funding within 60 days.

\$6,000 loan arranger/documentation fee

Payments: Annually in arrears 5 years 3.95%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$253,324.47	\$208,715.49	44,608.98	
2		253,324.47	216,959.75	36,364.72	
3		253,324.47	225,529.66	27,794.81	487,699.19
4		253,324.47	234,438.08	18,886.39	248,572.35
5		253,324.47	243,698.38	9,626.09	0.00

TOTALS: \$1,266,622.35 \$1,129,341.36 \$137,280.99

Approved and agreed to:

Groveland Community Services District

By: _____

Title: _____

Date: _____

RESOLUTION NO. 06-2023

**AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT, AND
AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the Groveland Community Services District (the "District") is a community services district organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$1,130,000.00 for the acquisition of vehicles (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective five year lease purchase financing arrangement at a 3.95% interest rate and attached hereto as Exhibit A;

NOW, THEREFORE, it is resolved by the District's Board of the Groveland Community Services District as follows:

SECTION 1. Lease Agreement. The President of the Board of Directors, the General Manager or a designee in writing is hereby authorized to enter into a Lease Agreement (the "Lease") with the Corporation to finance the Property, subject to approval as to form by the District's legal counsel.

SECTION 2. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the Authorized Officer as may be required or appropriate in connection with the execution and delivery of the Lease.

SECTION 3. Other Actions. The President of the Board of Directors, the General Manager and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Lease. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Lease is hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 5. Reimbursement of Prior Expenditures. The District declares its official intent to be reimbursed from the proceeds of the Lease approved hereby for a maximum principal amount of \$1,130,000.00 of expenditures occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 14th day of February, 2023, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved:

Nancy Mora, President of the Board

Attest:

Rachel Pearlman, Secretary of the Board

Exhibit A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the Corporation, which have been provided to the District in good faith:

- (A) True interest cost of the Lease: 3.95%
- (B) Finance charge of the Lease (sum of all costs of issuance and fees/charges paid to third parties): \$6,000
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$1,123,341.36
- (D) Total payment amount through maturity: \$1,266,622.35



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: February 14, 2023

SUBJECT: Agenda Item 6A: Adoption of a Resolution Authorizing the Award of the Headworks Improvements Project to Sierra Mountain Construction for a Bid Amount of \$1,197,000.00 and to Authorize the General Manager to Sign an Agreement on Behalf of the District

RECOMMENDED ACTION:

I move to approve resolution 07-2023 authorizing the award of the Headworks Improvements Project Construction Contract to Sierra Mountain Construction, Inc. for a bid amount of \$1,197,000.00 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 headworks.

When the facility was constructed in the late 1900's, a building was constructed to house the headworks screen. The existing screens that are installed are failing and have reached the end of their useful life. For this reason, the facility experiences excessive solids passing the headworks and entering into the treatment facility.

The access road to the headworks facility and the headworks building have not been repaired since the facility was constructed. As of today, the asphalt roadways are failing, and the building's interior/exterior is showing significant signs of aging. Furthermore, the headworks facility is nearing the end of their useful life and are in need of replacement/rehabilitation.

AM Consulting Engineers prepared plans and specifications for the Headworks Improvements Project. The Project consists mainly of demolition of existing headworks screening equipment, access roadway and exterior cladding/roofing for the existing headworks building. Improvements include, but were not limited to, earthwork/grading, headworks bypass facility, concrete access roadway, gravel resurfacing, new exterior cladding/roofing and installation of new headworks screens and washer/compactors.

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

DISCUSSION:

A total of four bids were received at the GCSD District office on January 31, 2023. The low bid was submitted by Sierra Mountain Construction, Inc. in the amount of \$1,197,000.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Sierra Mountain Construction	\$1,197,000.00
Njirich and Sons	\$1,280,000.00
GSE Construction Company, Inc.	\$1,286,600.00
Syblon Reid	\$1,315,000.00

FISCAL IMPACT:

Construction costs for the Headworks Improvements Project will be covered by the project loan received in 2020 and District capital budget. Costs for these improvements were included in the adopted fiscal year 2022/2023 final budget, however the actual bids exceeded the budget by approximately \$200,000 which will be covered by the wastewater fund balance in a budget amendment.

ATTACHMENTS:

1. Resolution 07-2023
2. Bid Tabulation
3. Project Costs if Awarded to Sierra Mountain Construction, Inc.
4. Notice of Award
5. Agreement <https://www.dropbox.com/s/giz5z458eb7pxgh/Agreement.pdf?dl=0>

Bid Tabulation
Groveland Community Services District
Headworks Improvements Project

Bid Opening Date: January 31, 2023

Estimated Award Date: February 7, 2023

Bid Item No.	Bid Item	Quantity	Unit	Engineer's Estimate		Sierra Mountain Construction, Inc.		Njirich and Sons, Inc.		GSE Construction Company, Inc.		Syblon Reid	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
Base Bid Items													
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$65,000	\$65,000	\$120,000	\$120,000	\$80,000	\$80,000	\$50,000	\$50,000	\$65,000	\$65,000
2	Demolition	1	LS	\$50,000	\$50,000	\$167,000	\$167,000	\$60,000	\$60,000	\$65,000	\$65,000	\$128,000	\$128,000
3	Headworks Building Improvements	1	LS	\$150,000	\$150,000	\$260,000	\$260,000	\$300,000	\$300,000	\$165,000	\$165,000	\$155,000	\$155,000
4	Headworks Site Improvements	1	LS	\$135,000	\$135,000	\$200,000	\$200,000	\$190,000	\$190,000	\$280,000	\$280,000	\$345,000	\$345,000
5	Headworks Screens and Washers/Compactors Improvements	1	LS	\$200,000	\$200,000	\$150,000	\$150,000	\$150,000	\$150,000	\$250,000	\$250,000	\$72,000	\$72,000
6	Headworks Inlet Manhole & Bypass Vault Improvements	1	LS	\$200,000	\$200,000	\$190,000	\$190,000	\$250,000	\$250,000	\$216,600	\$216,600	\$250,000	\$250,000
7	Headworks Electrical Improvements	1	LS	\$50,000	\$50,000	\$110,000	\$110,000	\$250,000	\$250,000	\$260,000	\$260,000	\$300,000	\$300,000
Total Bid Price				\$850,000		\$1,197,000		\$1,280,000		\$1,286,600		\$1,315,000	
Bid Additive Items													
1	Electrical Power Study	1	LS	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$30,000	\$30,000	\$40,000	\$40,000
Total Bid Additive Price				\$100,000		\$100,000		\$100,000		\$30,000		\$40,000	
Total Base Bid Plus Bid Additive Price				\$950,000		\$1,297,000		\$1,380,000		\$1,316,600		\$1,355,000	

**Groveland Community Services District
Headworks Improvements Project
Project Costs (If Awarded to Sierra Mountain Construction, Inc.)**

**Sierra Mountain Construction,
Inc.**

Bid Item No.	Bid Item	Quantity	Unit	Unit Price	Cost
Base Bid Items					
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$120,000	\$120,000
2	Demolition	1	LS	\$167,000	\$167,000
3	Headworks Building Improvements	1	LS	\$260,000	\$260,000
4	Headworks Site Improvements	1	LS	\$200,000	\$200,000
5	Headworks Screens and Washers/Compactors Improvements	1	LS	\$150,000	\$150,000
6	Headworks Inlet Manhole & Bypass Vault Improvements	1	LS	\$190,000	\$190,000
7	Headworks Electrical Improvements	1	LS	\$110,000	\$110,000
Total Bid Price				\$1,197,000	
Bid Additive Items					
1	Electrical Power Study	1	LS	\$100,000	\$100,000
Total Bid Additive Price				\$100,000	
Total Base Bid Plus Bid Additive Price				\$1,297,000	

**SECTION 005100
NOTICE OF AWARD**

Date: February 7, 2023

Project: Headworks Improvements	
Owner: Groveland CSD	Owner's Contract No.: GVL 128.2
Contract: Headworks Improvements	Engineer's Project No.: GVL 128.2
Bidder: Sierra Mountain Construction, Inc.	
Bidder's Address: 13919 Mono Way, Sonora, CA 95370	

You are notified that your Bid dated January 31, 2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Headworks Improvements Project.

The Contract Price of your Contract is one million one hundred ninety-seven thousand Dollars (\$1,197,000.00)

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 fifteen (15) days from 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

RESOLUTION 07-2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE AWARD OF THE HEADWORKS IMPROVEMENTS PROJECT TO SIERRA MOUNTAIN CONSTRUCTION FOR A BID AMOUNT OF \$1,197,000.00 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 2022/2023 final budget; and

WHEREAS, AM Consulting Engineers prepared plans and specifications for the Headworks Improvements Project; and

WHEREAS, the Project was advertised on January 12, 2023 in the Union Democrat; and

WHEREAS, a mandatory pre-bid meeting was held on January 11, 2023 where three (3) contractors attended; and

WHEREAS, the bids received were publicly opened and read on January 31, 2023; 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, Sierra Mountain Construction, Inc. bid dated January 31, 2023 is included herein for reference and 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 Sierra Mountain Construction, Inc.
2. The General Manager is authorized to execute the construction contract to the lowest bidder Sierra Mountain Construction, Inc. in the amount of \$1,197,000.00 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 February 14, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Rachel Pearlman, Board Secretary

Nancy Mora 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 February 14, 2023.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Rachel Pearlman, Board Secretary

DATE: February 14, 2023

SUBJECT: Agenda Item 6B: Adoption of a Resolution Approving a Policy Regarding Assembly Bill 2449 which Amends Requirements of the Brown Act Relating to Teleconference Participation

RECOMMENDED ACTION:

Staff recommends the following action:

I Move to approve Resolution 08-2023 approving a policy regarding Assembly Bill 2449 amending the requirements of the Brown Act relating to teleconference participation.

BACKGROUND:

In March of 2020, the Governor issued Executive Order N-29-20 (“Order”) suspending portions of the Brown Act and allowing public meetings to occur virtually. That included restricting the public to attend the meetings virtually without a physical location. The Governor’s Order expired on September 30, 2021.

On September 16, 2021, the Governor signed AB 361 that amends the Brown Act teleconferencing requirements to allow a public agency, during a declared emergency (such as the current pandemic), the option of holding meetings remotely without following the current teleconferencing requirements in the Brown Act and restricting the public’s access to telephone or video conference. However, it establishes procedural hurdles that must be followed and maintained during the election to meet remotely.

On September 13, 2022, the Governor signed Assembly Bill 2449 (AB 2449), which amends requirements of the Brown Act relating to teleconference participation of legislative body members during public meetings. AB 2449 went into effect January 1, 2023. Under AB 2449, the teleconferencing rules enacted by AB 361 remain available during a state of emergency declared by the Governor. The current COVID-19 state of emergency is scheduled to end February 28, 2023. However, AB 2449 adds additional exceptions to the normal teleconference rules. These allow legislative bodies to use teleconferencing without complying with the normal teleconferencing requirements absent a declared state of emergency if a member of the legislative body is unable to attend in person due to “just cause” or due to an “emergency circumstance”. In such circumstances, AB 2449 allows a member of a legislative body to attend meetings remotely without having to identify and open up their teleconference location to the public. AB 2449 will remain in effect until January 1, 2026.

ATTACHMENTS:

1. Resolution 08-2023
2. Draft AB 2449 Director Policy Manual

RESOLUTION 08-2023

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND
COMMUNITY SERVICES DISTRICT APPROVING AN AB 2449 POLICY
RELATED TO THE BROWN ACT AND REMOTE MEETING
ATTENDANCE**

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

WHEREAS, the Board of Directors (Board) of the Groveland Community Services District (District) is authorized and required to adopt and amend policies related to the services it provides and typically does so by Resolution of the Board; and

WHEREAS, Assembly Bill 2449 was added in section 4.2 of the Directors Policy Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT to adopt Resolution 08-2023 approving an AB 2449 Policy related to the Brown Act and remote meeting attendance.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT this 14th day of February 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

By: _____
Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on February 14, 2023.

DATED: _____

Committee, committee motions and recommendations shall be advisory to the Board.

Committees shall not commit the District to any policy, act or expenditure nor may any committee direct staff to perform specific duties unless authorized by the Board. The Committee Chair is authorized to schedule committee meetings as deemed necessary and to preside at any such meeting.

3.2.2 *Ad hoc Committees*

The President shall appoint such *ad hoc* committees as may be deemed necessary or advisable by herself/himself and/or the Board. *Ad hoc* committees are formed for a specific, singular purpose and/or to reach a specific goal within a finite time period. The duties of *ad hoc* committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

3.2.3 *Standing Committees*

The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified at the time that the standing committee is formed. The standing committee's purpose may be amended from time to time at the Board's discretion. Said assignment may be made by the Board President, a majority vote of the Board, or on their own initiative. Any recommendations resulting from said review should be submitted to the Board via a written or oral report.

3.2.3.1 *Standing Committee Meetings*

All meetings of standing committees shall conform to all open meeting laws

(e.g., "Brown Act") that pertain to regular meetings of the Board of Directors.

3.2.3.2 *Standing Committee Members*

The Board President shall appoint and publicly announce the members of the standing committees at the time of their initial formation and thereafter for the ensuing year no later than the Board's regular meeting in January.

3.2.4 *Non-District Committees*

Where the Board has agreed to designate a Director or Directors to serve on a non-District committee, the President shall nominate said Directors for Board ratification.

4 **BOARD MEETING PROCEDURES**

4.1 *Purpose of Meeting*

The purpose of meetings of the Board of Directors is to conduct the business of the Board. In order to conduct the meetings as expeditiously as possible, general questions from the public regarding District policy or operations should first be directed to staff during normal business hours, before being raised at Board meetings.

Board meetings may include Public hearings as required for specific purposes. Such Public Hearings will be clearly identified in the agenda for that meeting. At all other times, the focus of the meeting will be for the Board to gather information, deliberate and take necessary actions.

4.2 *AB 2449 Teleconference Meeting Requirements*

Board members who must participate in meetings remotely:

The Board member has “just cause” or faces “emergency circumstances” that require them to attend remotely.

- “Just cause” is defined as any of the following: (1) childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely, (2) a contagious illness that prevents them from attending in person, (3) a need related to a disability not otherwise accommodated, or (4) travel while on official business of the Board or another state or local agency.
- The member must notify and provide a general description of the circumstances relating to their need to appear remotely as soon as possible to the Board through the District Secretary
- “Just cause” cannot be used by an official for more than 2 meetings per calendar year.
- “Emergency circumstances” are defined as a physical or family medical emergency that prevents a member from attending in person.
- The Board member must request the Board allow them to participate remotely due to emergency circumstances as soon as possible and the Board must take action to approve that request. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the Board may take action by majority vote on the emergency circumstances request at the beginning of the meeting.
- The Board shall request a general description of the circumstances to be placed on the meeting agenda relating to the member’s need to appear remotely at the given meeting. This description need not exceed 20 words and must not

require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law.

- If a Board member of a Board attends a public meeting remotely, they must participate through both audio and visual technology, and, when action is being taken on an item, they must publicly disclose if someone over the age of 18 is in the room with them and their general relationship to that person.
- Board members are limited in how often they can remotely participate in public meetings. They cannot participate remotely for a period of more than three consecutive months or 20% of the regular meetings within a calendar year.

The following apply during a meeting when board member(s) attend remotely:

- At least a quorum of the members of the Board must participate in person at a single physical location within the Board’s jurisdiction.
- The Board must provide the public a means to observe and participate in the meeting through either a two-way audio-visual platform (like Zoom) or a two-way telephonic service and a live webcasting of the meeting (the classic remote option).
- Whenever notice of the meeting or agenda is posted, it must include information on how to access the meeting and make public comment, whether that be through the in-person or remote option.
- The Board may not require public comments to be submitted before the meeting. The public must have an opportunity to address the Board in real time.
- If there is a disruption that prevents the District from broadcasting the meeting or prevents members of the

public from offering public comment, the Board cannot take further action on the agenda items until remote public access is restored.

4.24.3 Regular Meetings

Regular meetings of the Board of Directors shall be held on the first Thursday of each calendar month at 10:00AM. Board meetings shall be held in the GCSO administration building, main conference room, 18966 Ferretti Road, Groveland. The date, time and place of regular Board meetings shall be reconsidered annually at the annual organizational meeting of the Board in December. The date, time and place may be changed at will by the Board President or majority vote by the Board prior to public notice of the meeting in order to accommodate compelling circumstances.

4.34.4 Special Meetings (non-emergency)

Special meetings (non-emergency) of the Board of Directors may be called by the Board President or the Vice President in the absence of the President.

4.3.14.4.1 Notice

All Directors, the General Manager, District Counsel and other desired staff shall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, delivered to them at least twenty-four (24) hours prior to the meeting.

4.3.24.4.2 Notification

Newspapers of general circulation in the District, radio stations and television stations, organizations, and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54962) shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as practicable.

4.3.34.4.3 Agenda

An agenda shall be prepared as specified for regular Board meetings and shall be delivered with the notice of the special meeting to those specified above.

4.3.44.4.4 New Business

Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

4.44.5 Special Meetings (emergency)

In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by the General Manager, Board President, or Vice President in the President's absence.

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BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: February 14, 2023

SUBJECT: Agenda Item 6C: Adoption of a Resolution Authorizing the General Manager to Enter into an Agreement with Tuolumne Utility District for Mutual Assistance Agreement

RECOMMENDED ACTION:

Staff recommends the following action:

I Move to approve Resolution 09-2023 authorizing the General Manager to enter into a Mutual Assistance Agreement with Tuolumne Utility District.

BACKGROUND:

The district proposes to enter into a mutual assistance agreement with the Tuolumne Utilities District (TUD) so that we can establish an understanding and the requirements related to sharing equipment, expertise and staffing in the case of emergencies, shortages of the staff or the need for specialized skills in the operation and maintenance of our water and wastewater systems and infrastructure.

TUD has in the past assisted our district in troubleshooting and technical evaluation of our wastewater treatment plant and we expect that there will be opportunities in the future where they may need staffing resources or equipment during inclement weather or other disasters that may not at the time be affecting us. Under this agreement if we do not have the staff or equipment to provide mutual aid on request, there is no penalty or obligation. This agreement is based solely on providing assistance when and if resources are available by either agency.

There is no cost associated with this agreement as all relevant expenses associated with providing assistance are reimbursed by the other entity receiving the services.

ATTACHMENTS:

1. Resolution 09-2023
2. TUD mutual assistance agreement

FISCAL IMPACT:

No expenses are anticipated under this agreement, and there could be cost savings and having locally trained personnel and specialized equipment available though we don't have to purchase.

RESOLUTION 09-2023

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND
COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL
MANAGER TO ENTER INTO AN AGREEMENT WITH TUOLUMNE
UTILITY DISTRICT FOR MUTUAL ASSISTANCE AGREEMENT**

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

WHEREAS, public water and sewer providers operate expensive and complicated infrastructure that have significant exposure to events and emergencies that could exceed their staffing and equipment resources or expertise; and

WHEREAS, the Tuolumne Utilities District and Groveland Community Services District have qualified, trained water and wastewater operations and maintenance staff and equipment, and these utilities have similar issues and needs in terms of emergency incidents and other matters that could affect the health and safety of the community; and

WHEREAS, that Tuolumne Utilities District and Groveland Community Services District desire to enter into agreement for the sharing of personnel and equipment resources providing mutual aid to ensure the safety and reliability of our water supply and wastewater treatment and disposal processes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT to adopt Resolution 09-2023 authorizing the General Manager to enter into an Agreement with Tuolumne Utility District for Mutual Assistance Agreement.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT this 14th day of February 2023 by the following

vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

By: _____
Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on February 14, 2023.

DATED: _____

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this “Agreement”) is made and entered into effective as of **date**, by and between the Tuolumne Utilities District, a public agency (the “TUD”), and the Groveland Community Services District, (the “GCSD”).

Recitals

A. The TUD and the GCSD have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources.

NOW, THEREFORE, the parties agree as follows:

1. Requests for Assistance. In the event that either party to this Agreement (the “Borrower”) has a need for the equipment, supplies, personnel or other resources of the other party hereto (the “Lender”) for purposes of undertaking a necessary public project or activity, the Borrower may request that the Lender provide such resources. Any such request shall be submitted as follows:

If to the TUD: Tuolumne Utilities District
18885 Nugget Blvd.
Phone: (209) 532-5536
Attn: General Manager

If to the GCSD: Groveland Community Services District
18966 Ferretti Rd.
Groveland, Ca 95321
Phone: (209) 962-7161
Attn: Peter Kampa

2. Discretion by Lender. The Lender shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Borrower for failing to provide such assistance. It is understood and agreed that the Lender will grant a request for assistance only where the Lender has determined that it has the requested resources available and will be able to meet its

own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Borrower.

3. Equipment. If the Lender loans equipment to the Borrower, such as construction equipment, vehicles, tools, pumps, or generators, such loaned equipment shall be subject to the following conditions:

- (a) If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
- (b) The loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
- (c) The Borrower shall, at its own expense, supply all fuel, lubrication, and maintenance for the equipment. The Lender may, at its option, charge the Borrower for costs related to the transportation, handling, loading, and unloading of the equipment.
- (d) Reimbursement for vehicles and equipment will be calculated at the hourly rates for such vehicles and equipment, or the closest mutually agreed upon equivalent, in the CalTrans Labor Surcharge and Equipment Rental Rate Book.
- (e) In the event loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the cost of replacing the equipment with comparable equipment. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall reimburse the Lender for such lease costs.

4. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.

5. Personnel. In the event the Lender makes its personnel available to the Borrower, the Borrower will reimburse the Lender for such personnel's applicable salary or hourly wage plus benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Borrower. Personnel so loaned to the Borrower will be under the supervision and control of the Lender. The Lender will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Lender's personnel while on loan to the Borrower.

6. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other.

7. Indemnity. To the extent permitted by law, Borrower shall defend, indemnify and hold harmless Lender, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Borrower, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Lender, its directors, officers, employees, and authorized volunteers.

To the extent permitted by law, Lender shall defend, indemnify and hold harmless Borrower, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Lender, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Borrower, its directors, officers, employees, and authorized volunteers.

8. Insurance. Each Party shall procure and maintain for the duration of the agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and that results from that work.

Each Party shall maintain comprehensive general liability insurance in an amount not less than \$2,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used in the performance of services under the agreement. Upon request, Each Party shall provide proof of such insurance coverages naming the Other Party its directors,

officers, employees, and authorized volunteers as certificate holder and additionally insured on the General Liability policy with respect to their operation (as broad as ISO Form # CG 20 10 10 01). For any claims related to this project, the insurance coverage shall be primary (at least as broad as ISO Form # CG 20 01 04 13). Regarding the workers' compensation insurance, Each Party hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Other Party; this provision applies regardless of whether or not the Other Party has received a waiver of subrogation from the insurer.

If broader coverage and/or higher limits than the minimums shown above, the Other Party requires and shall be entitled to the broader coverage and/or higher limits maintained by Each Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Each Party. Each Party understands and acknowledge that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

9. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

11. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

12. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

13. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

14. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Tuolumne, State of California, United States of America.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

16. Facsimile or Electronic Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon shall for all purposes be treated as originals. Upon mutual agreement of the Parties, the Agreement may be executed using electronic signatures.

17. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

18. Waiver. Any failure by the Parties to enforce any provision of this Agreement or any waiver thereof by a Party, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions contained herein.

19. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

TUOLUMNE UTILITIES DISTRICT [OTHER]

By: _____ By: _____
Don Perkins, General Manager Peter Kampa, General Manager

ATTEST:

ATTEST:

By: _____
Melissa McMullen, Executive
Secretary/Board Clerk

By: _____
Rachel Pearlman, Board Secretary



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: February 14, 2023

**SUBJECT: Agenda Item 6D: Adoption of a Resolution Commending CAL
FIRE Captain Dave Donabedian for his Service and Accomplishments
While Serving the Groveland Community Services Fire Department**

RECOMMENDED ACTION:

Staff recommends the following action:

I Move to approve Resolution 10-2023 commending Dave Donabedian for his efforts and accomplishments while serving the Groveland Community Services Fire Department.

BACKGROUND:

In consideration of the Board's direction to promote, maintain, and enhance the working and family culture at GCS D, staff is to provide an opportunity to publicly celebrate accomplishments, work anniversaries, superior performance, retirements, promotions, or exciting happenings within the GCS D family.

Dave Donabedian has taken a Captains promotion in Columbia that is tentatively taking effect March 1st. What this means to GCS D, Groveland Fire and our community, is that Dave will no longer serve the Groveland Fire Department. Although we will greatly miss the service and contributions of Dave, we congratulate and commend him on a very successful career of public service and amazing efforts throughout the County, Unit and State.

DAVE'S HISTORY

In 2005, Dave started his fire service career in Ventura County. He moved to the Tuolumne Calaveras Unit for CAL FIRE in 2007 to work as a Firefighter I. In 2016, Dave was promoted to Firefighter II in Riverside, CA. Two short years later in 2018, Dave was back home in TCU, but this time, as a Fire Apparatus Engineer at GCS D Station 78. Dave has been at Station 78 for almost five years.

Dave's dedication and contributions to Station 78 and the community are significant. Providing excellent and quality service to the community is very important to him and reflected in his work. He served as the Groveland Community Emergency Response Team (CERT) liaison and helped in getting this program started and implemented. He brought a significant amount of experience with him, and it was noteworthy on many emergency calls. He has been a cornerstone for Station 78 and GCSD, and he has been a mentor to many firefighters.

Dave has been an asset to Station 78 and the public that he serves. We will truly miss his sense of humor, work ethic, and his ability to make the best out of any situation. We would all like to wish Dave the best of luck with his well-deserved promotion to Fire Captain.

ATTACHMENTS:

1. Resolution 10-2023

RESOLUTION 10-2023

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE GROVELAND COMMUNITY SERVICES DISTRICT
COMMENDING CAL FIRE CAPTAIN DAVE DONABEDIAN FOR HIS
SERVICE AND ACCOMPLISHMENTS WHILE SERVING THE
GROVELAND COMMUNITY SERVICES DISTRICT FIRE DEPARTMENT**

WHEREAS, in 2005, Dave Donabedian started his fire service career in Ventura County;
and

WHEREAS, he moved to the Tuolumne Calaveras Unit of CAL FIRE in 2007 to
work as a Firefighter I and was promoted to Firefighter II in Riverside, CA in 2016;
and

WHEREAS, in 2018, Dave was promoted to Fire Apparatus Engineer and assigned to
the Groveland Community Services District Station 78; and

WHEREAS, Dave has served at GCSD Station 78 just short of five (5) years; and

WHEREAS, Dave's dedication in providing the community with excellent service is
clearly evident and his dedication and contributions while serving at GCSD Station 78
are numerous; and

WHEREAS, among these contributions include serving as the liaison during the
creation, development, and implementation of the Groveland Community Emergency
Response Team (CERT); bringing a high level and invaluable amount of expertise and
experience in emergency response to the community; contributing to the many grant
successes realized by Station 78 that have enhanced service levels; participation in
community events; and serving as an example and mentor to other firefighters.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS
OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY**
extend the appreciation of this Board to Dave Donabedian for the excellent public
service provided to the community and for showing the knowledge, skills, experience
and drive that is the model of cultural excellence for which we strive at GCSD.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the
Groveland Community Services District on February 14, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Rachel Pearlman, Board Secretary

Nancy Mora, 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 February 14, 2023.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Bob Asquith, TCTC Member

DATE: February 14, 2023

SUBJECT: Agenda Item 6E: Presentation Regarding Tuolumne County Transportation Council (TCTC) Evacuation Needs Assessment and Communication Strategies Report

RECOMMENDED ACTION:

Staff recommends the following action:

Discussion item only, no action required at this time.

BACKGROUND:

This item is before the directors today at the request of Bob Asquith who has been a member of the Advisory Board for Tuolumne County Transportation Council (TCTC) for the past 7 years.

Following the Paradise Fire, California has created a grant pool to allow communities to assess their Evacuation and Emergency Communications Needs. TCTC received such a grant. They selected a consultant to define those needs with input from many agencies. There are approximately 10 areas of Tuolumne County where the conditions are similar to those in Paradise that created very negative outcomes for evacuation.

I have reviewed the final report and found some significant deficiencies. I will review those deficiencies as a report to the GCSB BOD. The full report is linked below for online viewing but not included in the agenda packet due to size. A paper copy can be produced at the Board's request.

ATTACHMENTS:

1. TCTC Evacuation Needs Assessment and Communication Strategies Report

[https://www.gcsd.org/files/e00414da7/TCTC+Evacuation+Needs+Assessment+and+Communication+Strategies FINAL Complete.pdf](https://www.gcsd.org/files/e00414da7/TCTC+Evacuation+Needs+Assessment+and+Communication+Strategies+FINAL+Complete.pdf)

Financial Impact:

1. None



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: February 14, 2023

SUBJECT: Agenda Item 6F: Discussion and Consideration Regarding District Billing for Outside Emergency Responses

RECOMMENDED ACTION:

Staff recommends the following action:

Discussion item only, no action required at this time.

BACKGROUND:

This item is before the you today at the request of the Directors due to a conversation that transpired regarding billing services for emergencies that at the Special Meeting on January 31, 2023.

Attached is the current Policy for the GCSB Fire Department Services that was adopted in 2010.

ATTACHMENTS:

1. OPM Section 902 Fire Department Policy

GCSD POLICY

POLICY TITLE: FIRE DEPARTMENT FEE FOR SERVICE POLICIES

POLICY NUMBER: 902

ADOPTED: October 11, 2010

AMENDED:

RESOLUTION:

902 FIRE DEPARTMENT FEE FOR SERVICE POLICIES

902.1 Introduction

The District is situated along a major corridor entering and leaving Yosemite National Park. Each year over 500,000 park visitors pass through Groveland. This traffic places a financial burden on Groveland Fire Department. The California Vehicle Code (Sections 100-680, 2450-2454, 16450-16457, and 17300) allows the District to recover costs from those served by the Fire Department who are not already paying customers of the District. In the following sections, various categories of fee for service are outlined. The fees adopted by the Board of Directors can be found in Appendix 900-A—Fire Department Fees for Service.

902.2 Motor Vehicle Accidents

Level 1—Scene Safety & Investigation

This level includes scene safety and investigation, as well as traffic control, patient contact hazard control. This will be the most common billing level. This occurs almost every time a fire department responds to an accident.

Level 2—Cleanup & Material Used

This level includes Level 1 services as well as cleanup and material used (sorbents used, hazardous clean-up and disposal). We will bill at this level if the department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident.

Level 3—Car Fire

This level includes scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident.

Level 4—Extrication

This level includes Levels 1 & 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing etc.). The department will bill at this level if it has to free/remove anyone from the vehicle(s) using any equipment. The department will not bill at this level if the patient is simply unconscious and department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Level 5—Advanced Response

SECTION 900 MISCELLANEOUS POLICIES & PROCEDURES

This level includes Levels 1, 2, and 3 services, as well as air care (multi-engine company response, mutual aid, and helicopter). The Department will bill at this level any time a helicopter is utilized to transport the patient(s).

902.3 Hazardous Materials Response

Level 1—Basic Response

Billing will include engine response, first response team, perimeter establishment, evacuations, first responder setup and command.

Level 2—Intermediate Response

Billing will include engine response, first response team, haz-mat certified team and appropriate equipment. Other billable tasks include:

- Perimeter establishment, evacuations, first responder set up and command,
- Level A or B suit donning, breathing air and detection equipment, and
- Set up and removal of decontamination center and wash down.

Level 3—Advanced Response

Billing will include engine response, first response team, haz-mat certified team and appropriate equipment. Other billable tasks include:

- Perimeter establishment, evacuations, first responder set up and command.,
- Level A or B suit donning, breathing air and detection equipment and robot deployment,
- Set up and removal of decontamination center and wash down,
- Detection, recovery and identification of material, and
- Disposal and environment clean up.

In addition to the above, billing will also include any disposal fees of material and contaminated equipment and material used at scene. This billing level includes three (3) hours of on scene time, with an additional hourly rate per team, as needed.

902.4 Arson Investigation

The Fire Department can field an Arson Response Team. The team may also assist the County or State arson investigation teams. The team may be called up to perform the following tasks:

- Scene Safety.
- Investigation.
- Source Identification.
- Identification Equipment.
- Mobile Detection Unit.
- Arson Report.

The billing begins when the arson investigator responds to the incident and is billed for logged time only.

902.5 Structure Fires

Structures fires within District boundaries are not billed. However, responses to structure fires outside