



**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
District Office, 18966 Ferretti Road  
Groveland, CA 95321  
(209) 962-7161 [www.gcsd.org](http://www.gcsd.org)

**AGENDA**  
November 14, 2023  
10:00 a.m.

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

**HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:**

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

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

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

**HOW TO SUBMIT PUBLIC COMMENTS:**

**Written/ Read Aloud:** Please email your comments to [board@gcsd.org](mailto: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](mailto: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](mailto:rpearlman@gcsd.org). Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

**AGENDA MATERIAL:**

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

**PUBLIC RECORDS:**

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

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

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



**AGENDA**  
November 14, 2023  
10:00 a.m.

**Call to Order**

**Pledge of Allegiance**

**Roll Call of Board Members**

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

**1. Approve Order of Agenda**

**2. Public Comment**

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

**3. Information Items**

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

**A. Staff Reports**

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

**B. Proclamations**

- i. Recognition of Debra Percoco for her 13 Years of Service to the Groveland Community Services District
- ii. Recognition of Nathan Moffitt for his 3 Years of Service to the Groveland Community Services District
- iii. Recognition of Darren Dalton for his 1 Year of Service to the to the Groveland Community Services District
- iv. Recognition of Spencer Edwards for his 6 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 October 10, 2023, Regular Meeting

- B. Accept October 2023 Payables
- C. Waive Reading of Ordinances and Resolutions Except by Title
- D. Ratification of the Filing and Recordation of a Notice of Completion with the County of Tuolumne for the Phase 1 WWTP Improvements (REBID) Project

## 5. Old Business

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

- A. None.

## 6. Discussion and Action Items

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

- A. Adoption of a Resolution Approving a Revised License and Cost Reimbursement Agreement Between the District and Tuolumne County for Funding an Additional Fire Apparatus and Associated Staffing Co-Located with the Groveland Community Services District Fire Department for One (1) Year
- B. Adoption of a Resolution Accepting and Approving a Preliminary Design and Cost Estimate for Future Expansion of the Groveland Fire Station to Accommodate Additional Staffing and Equipment
- C. Discussion and Input for Items or Issues to be Addressed by the Tuolumne County Natural Resources Committee
- D. Adoption of a Resolution Accepting the Groveland Community Services District Integrated Water and Wastewater Master Plan Prepared by Wood Rogers, Inc.
- E. Adoption of a Resolution Approving and Implementing the Revised District Communication Plan
- F. Adoption of a Resolution Approving the Revised Consulting Agreement with Roni Lynn Rudy for Social Media Management and Other Public Outreach Services
- G. Adoption of a Resolution Commending Debra Percoco for her Efforts and Accomplishments while Serving the Groveland Community Services District

## 7. Adjournment

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# Groveland Community Services District Fire Department / CALFIRE

18966 Ferretti Road Groveland, CA 95321



Staff Report  
November 1, 2023

To: Board of Directors

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

Subject: Monthly Activity Report – October 1, 2023 – October 31, 2023

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## Operations:

On October 20-21, 2023, GCSD Engine 781 and Tuolumne County Engine 631 assisted with the PML VMP burn in Groveland, CA. Between the two days, approximately 50 acres were burned. Engine 781 and Engine 631 protected nearby homes as well as Tioga High School.



**Fire Chief's Report**  
**November 1, 2023**  
**Page 2 of 5**



**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

**Fire Chief's Report**  
**November 1, 2023**  
**Page 3 of 5**

**Training:**

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

- Vehicle Extrication
- Code 3 Driving
- Vehicle Lockout
- Pumping
- Rope Rescue



**Fire Chief's Report**  
**November 1, 2023**  
**Page 4 of 5**

**Fire Department News:**

On October 7, 2023, GCSD E-781 and Tuolumne County E-631 attended the Community Airport Day event at the Pine Mountain Lake Airport. There was an air show which included formation flights, a flying skills contest, and remote-controlled planes. The firefighters handed out fire prevention items to the guests.





**Fire Chief's Report**  
**November 1, 2023**  
**Page 5 of 5**

On October 31, 2023, GCSD E-781 and Tuolumne County E-631 participated in the Groveland Trunk or Treat event. Firefighters handed out candy next to the fire engine in front of Station 78. Everyone had a great time.



**MONTH - October 2023**

**STATION 78**

Alarm Sounding	2
Odor Investigation	0
Debris Fire	0
Medical Aid	18
Fire Menace Standby	0
Fire Other	0
Haz Mat	1
Landing Zone	0
Plane/Heli Crash	0
Public Assist	4
Smoke Check	1
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	1
Vehicle Accident/Pin in	0
Vehicle Fire	0
<b>TOTAL</b>	<b>27</b>

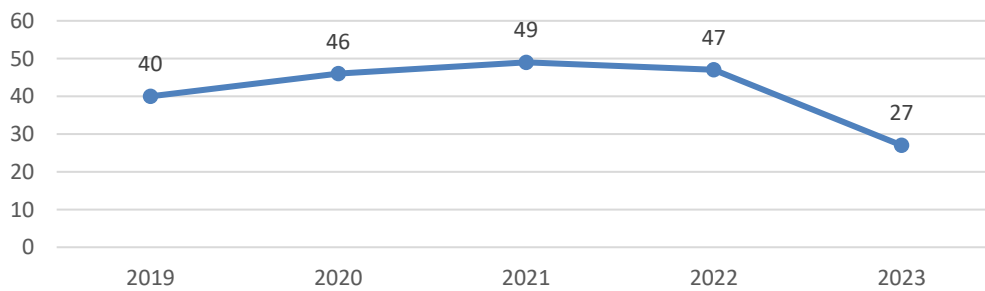


Auto Aid	Given
Tuolumne County	1
INC# 13602 Vehicle Accident N1A.	
TCFD Engine 631: 14 calls	

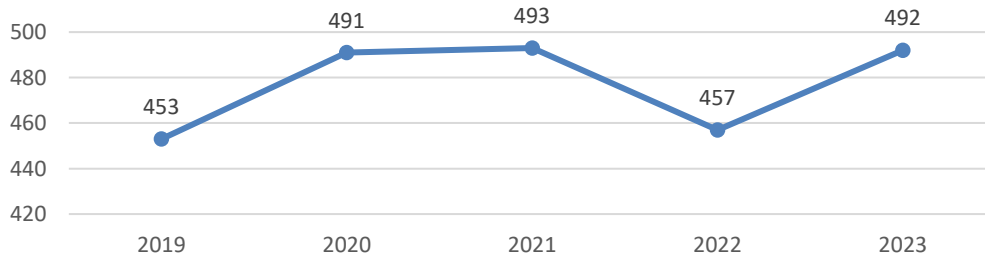
ALS	
YES	NO
14	5

**Last Call Logged Run # 14356**

**GCSD TOTAL INCIDENTS OCTOBER 2019-2023**



**GCSD TOTAL INCIDENTS YEAR-TO-DATE**



# CERT Groveland/Big Oak Flat/Moccasin

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



Groveland, California

## Report to GCSD Board for November 2023

- GCERT was deployed at the request of CalFire to help with traffic management along Ferretti Road during the Prescribed Burn October 20 & 21. Participating were: Nora Feddal, Keith Martin, Walt Ehmann (Deputy Team Leader), Barrett Giorgis, Sam Park, Bob Asquith (Team Leader).
- GCERT team meeting for October was cancelled due to illness. .
- GCERT has 25 participants, 26 inquiring people and 14 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 Len Otley is our Training Officer. The next training is likely in Spring 2024.
- GCERT will be partnering with PML S&SC for First Aid/CPR/AED training in Spring.
- (Bob Asquith attended the CA Broadband Middle Mile Advisory Committee Oct 20<sup>th</sup>.)



11/8/2023 1:50 PM

[GrovelandCERT@gmail.com](mailto:GrovelandCERT@gmail.com)

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

## Operations and Maintenance Report October 2023

### Operations Department

### Wastewater Treatment Division

Influent Totals	
Total	2.79
Average	0.09
High	0.13
Low	0.05

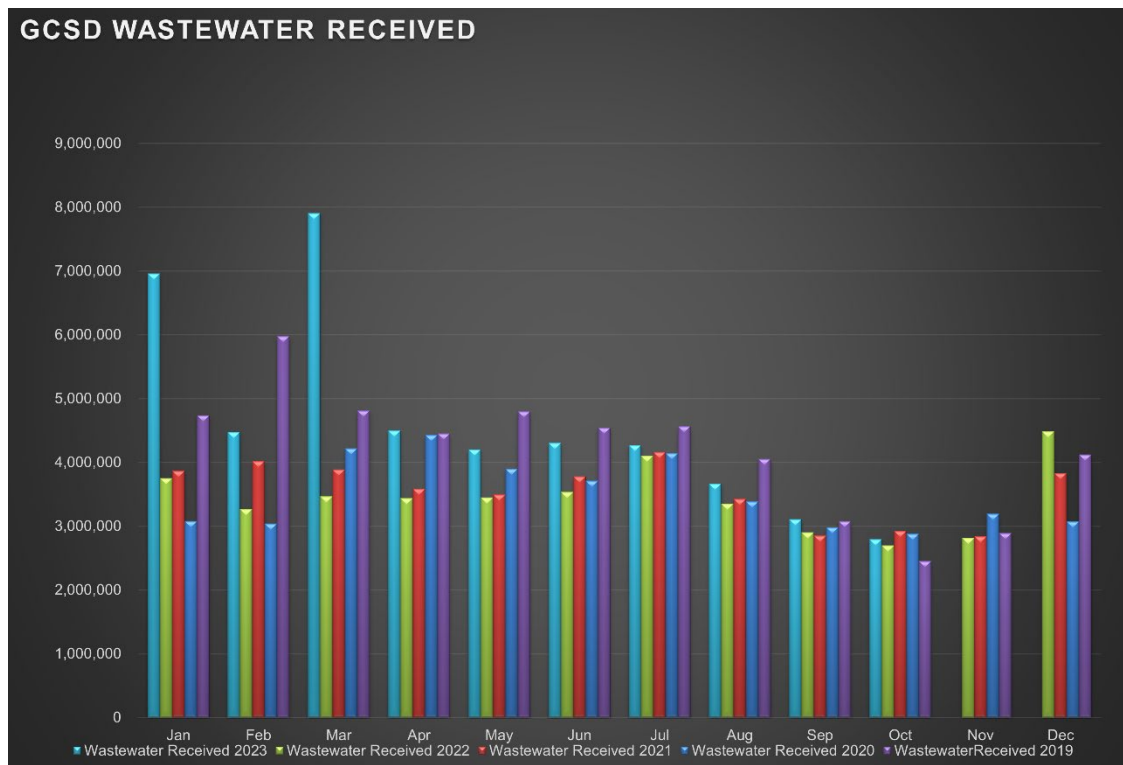
Effluent Totals	
Total	3.12
Average	0.10
High	0.23
Low	0.07

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

Wasting Totals	
Total Inches	82
Total Pounds	1351
Active Accounts	1568

STP Rainfall Totals by Year During Current Month (Inches)					
Season	2023	2022	2021	2020	2019
	1.54	.14	0.05	6.59	0.00
	High 0.08	High 0.05	High 4.77	High 0.00	High 0.00

### 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

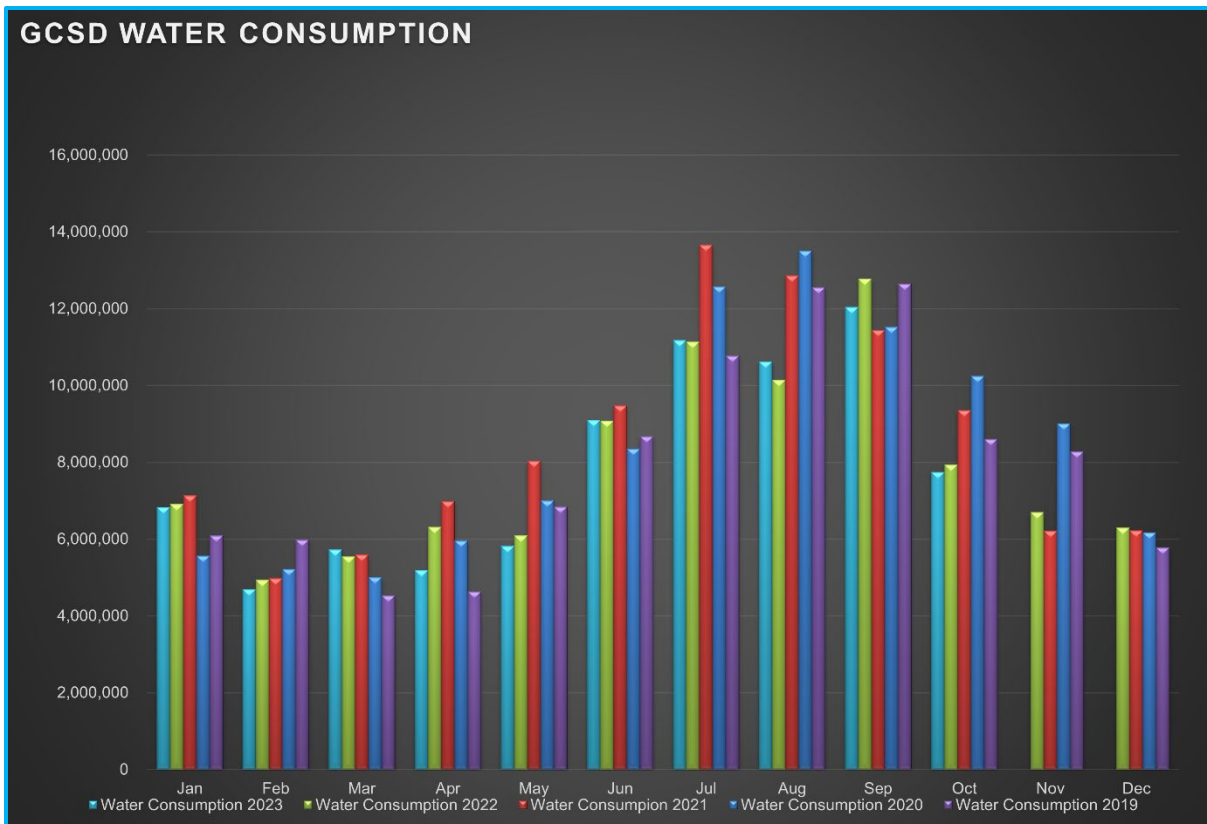
Meter Related Services	Total
Check / Repair Meters	7
Water Meters Installed	0
Monthly Meter Restrictions	0
Meter Lock offs	8
Meter Changeouts	27*
Tenant Final Reads	2
Re-Reads	38
Meter Turn-Offs	1
Meter Turn-Ons	6
Meter Tests	3
Winterize Meter	0
Color/Taste/Odor/PSI Complaints	3
<b>Total Meter Related Issues</b>	<b>57</b>

Billed Consumption (Gallons)	2023	2022	2021
Residential	7,189,892	7,462,514	8,635,813
Commercial	554,972	474,394	697,513
<b>Total</b>	<b>7,744,864</b>	<b>7,936,863</b>	<b>9,350,422</b>

<b>Active Accounts</b>	3269
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\*16 meters changed out in October. 11 meters previously changed out were recoded in Springbrook.

## Charted Historical Monthly Water Consumption



**Maintenance and Repair Data**

Description	Total
Water Main Leaks / Repairs	1
Water Service Line Leaks / Repairs	1
Fire Hydrant Repairs / Replacements	1
Number of Hydrants Flushed	28
Number of Dead-Ends Flushed	13
Water Valves Exercised	7
GIS Points	0

Description	Gallons
Flushing for Water Quality	217,200
Water Loss Due to Leaks / Breaks	50,875

After-Hours Calls (Hours)				
Water	Sewer	Park	Other	Total
10	7	0	0	17

**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**
  
- **Distribution System**
  - Repaired hydrant stem at 19385 Ferretti Rd.
  - Repaired failed sand separator at 12933 Mueller Dr.
  - Removed sand filter from system and replumbed water service line at U8/L141 & L140.
  - Repair after hours water main break at 19701 Old Hwy 120.
  - Replace water main valve (broken closed) at 19177 State Hwy 120.
  - Install 16 Verizon meters on meter read route 17 to eliminate manual reads.
  - Remove sand filter and replumb manifold to customer service at U13/L93.
  - Dead end flushing Units 9, 11, 12, and 13.

Water Main Repair – Old Highway 120





## Wastewater Collection System Division

Description	Total
Manholes Inspected	94
GIS Points	0
Customer Complaint	1
Odor Complaints	1

Description	Total
Flushing/Jetting (Feet)	300
Video Inspection (Feet)	140

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

## Maintenance and Repair

- **Routine Tasks**
  - Weekly lift station site inspections (PMCS)
  - Added degreaser and odor control to lift stations.
  
- **Lift Stations**
  - Cleaned and Inspected: LS16, LS15, LS14, LS13.
  - Manhole Inspections LS12 and LS14.
  - Refuel generators at LS11 and LS12.
  - Replaced oil pressure gauge on LS11 Generator.
  - Replaced generator main breaker at LS2.
  - Replaced battery charger at LS2.
  
- **Collection System**
  - Flushed/Jetted gravity sewer line areas.
  - Groveland, Bass Pond, Twin Pines Easement monthly manhole inspections.
  - Confirm that 11965 Bisordi Ln is tied into sewer system using CCTV and dye tablets.
  - Locate and uncover manhole buried under asphalt on State Hwy 120.

## Pictures

## General Maintenance Division

### Maintenance By Department

- **Operations Department**
  - 2G Water Treatment Plant
    - Cleaned interior drain lines.
    - Replaced four CL17 chlorine monitors with more efficient CL10 chlorine monitors.
  - Big Creek Water Treatment Plant

- R&R cooling fan motor in turbine building.
  - Replaced four CL17 chlorine monitors with more efficient CL10 chlorine monitors.
- AWS
  - Voltage regulator diagnosis.
- STP
  - R&R recycled water flow meter and installed new head unit.
  - Disced spray fields.
  - Repair drainpipe in drying beds.
- Reservoir 2 – STP Pond
  - R&R transformer in control panel. R&R motor saver unit.
- Water Storage Tank 4
  - Serviced generator. Replace oil, filter, and both fuel filters.
- Water Storage Tank 5
  - Clean drain line at overflow tank.
  - Relocate pressure transducer to temporary tanks for CIP project at tank.

- **Maintenance Department**

- Equipment
  - Shop tool maintenance and cleaning.
  - Serviced Mechanic shop air compressor.
  - Service fire house generator.
  - 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.

#### Vehicles

- 70981: R&R rear tires. R&R Primer pump and motor assembly.
  - 51618: R&R brake hydro boost.
  - 20340: Replaced one bulb & cleaned lenses. Changed oil, filter, fuel filter and water separator filter.
  - 52331: Deliver to dealer for Brake hydro boost replacement (Warranty).
  - 50817: R&R Tires
  - 52229: R&R Tires.
  - 62330: Diagnose CAN failures and reset aux engine regen lights.
- Buildings & Yard
  - General yard cleanliness.
  - Vegetation management.

## Parks Division

### Maintenance and Repair

- **Mary Laveroni Community Park**
  - Landscape Maintenance.
  - Movies in the park.
  - Trunk or treat.
- **Ballfield & Dog Park**

### Contracted Work

- **Industrial Electric**
  - R&R Voltage Regulator at AWS. The unit now needs additional parts to complete repair.

### Workplace Safety and Training

- Routine Safety Meetings
  - Daily Tailgate Meetings
  - Weekly Safety Meetings
  - Weekly Security Checks
  - Weekly Vehicle Inspection

## Surplus Auction Results:

### Paid and picked up as of 11/02/2023.

ID	Inv ID	Description	Buyer Name	End Date/Time	Type	High Bid
1	1	1975 International Loadstar 1800 Vacuum Truck	dainauskus, gary	9/22/23 5:00PM PT	USD	\$580.00
2	2	2007 Ford Ranger 4WD Regular Cab Pickup Truck	doucet, carl	9/22/23 5:03PM PT	USD	\$6,655.00
9	2G	1996 Caterpillar Generator 3412	Carr, Naomi	9/22/23 5:03PM PT	USD	\$40,500.00
8	8	1985 International S2200 Dump Truck	Miranda, Pierre	9/22/23 5:06PM PT	USD	\$2,775.00
3	3	1997 Ford F-150 4WD Regular Cab Pickup Truck	Mahmood, Khalid	9/22/23 6:06PM PT	USD	\$3,600.00
4	4	1987 Case 580 Super-E Backhoe with 4 in 1 Front Bucket	Hess, Daniel	9/22/23 6:06PM PT	USD	\$13,200.00
7	7	2008 Ford F-350 SD 4WD Utility Bed Pickup Truck	Watts, James	9/22/23 6:09PM PT	USD	\$4,150.00
11	LS2	2003 Olympian D40P2 Generator	Hess, Daniel	9/22/23 7:06PM PT	USD	\$7,100.00
						<b>\$78,560.00</b>

**Total Received from GovDeals: \$78,560.00**

ID	Inv ID	Description	Buyer Name	End Date/Time	Type	High Bid
6	6	1971 Miller Top Tilt Equipment Trailer	Lackey, Craig	9/22/23 5:00PM PT	USD	\$1,500.00
5	5	2006 Chevrolet Colorado 4WD Regular Cab Pickup Truck	Warmerdam, Leo	9/22/23 5:39PM PT	USD	\$3,450.00
10	LS13	1999 Olympian D75P1 Generator	fadel, samir	9/22/23 6:03PM PT	USD	\$8,200.00
13	LS7	1998 Olympian D150P2 Generator	fadel, samir	9/23/23 6:00PM PT	USD	\$8,000.00
14	LS8	1996 Generac 2024763 Generator	Simunaci, Brenden	9/23/23 7:06PM PT	USD	\$4,000.00
15	LS9	1996 Generac 2024764 Generator	Simunaci, Brenden	9/24/23 5:03PM PT	USD	\$3,829.00
19	19	2011 Generac Generator Operational 35kW DIESEL	fadel, samir	10/19/23 3:00PM PT	USD	\$6,050.00
18	18	Caterpillar D343 Generator Operational 285kW DIESEL	Thompson, Ronald	10/19/23 3:06PM PT	USD	\$885.00
						<b>\$35,914.00</b>

**Total Owed by GovDeals: \$35,914.00**

### Paid, Not Picked up as of 11/02/2023.

ID	Inv ID	Description	Buyer Name	End Date/Time	Type	High Bid
12	LS1	2003 Olympian D30P4 Generator	DHILLON, PARAM	10/17/23 3:09PM PT	USD	\$3,300.00
17	17	Caterpillar 3114 Generator Operational 75kW DIESEL	Rogers, Stephen	10/19/23 3:06PM PT	USD	\$2,526.00
16	16	Beloit Power Generator SALVAGE 550kW DIESEL	Nowlin, Colin	10/19/23 3:18PM PT	USD	\$2,255.00
						<b>\$8,081.00</b>

**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** November 14, 2023

**SUBJECT:** Agenda Item 3Av. General Managers Report

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#### Overview

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

- Invited by Caltrans to be part of a research program and met with researchers related to garbage generation and collection in public spaces, with the park and downtown beautification project being the subject. A University of California researcher is scheduled to be in town during the week of November 13, 2023 to visit the sites where trash and recycling receptacles are to be placed.
- Attended preconstruction meeting for the groundwater well and headworks rehabilitation projects, scheduled to begin construction in November 2023 and spring 2024, respectively.
- Attended Development Impact Fee status update meeting, draft final report received October 30, 2023 and to be reviewed internally and considered by the Board in December 2023.
- Coordinated and preparing in advance of a December 2023 deadline for submission of the CDBG application for water system improvements funded through a subrecipient agreement with Tuolumne County. The \$3.2 million project description and estimated costs are attached.
- Attended the CSDA Legislative Committee annual planning meeting in Sacramento

#### ATTACHMENTS

- Park Restroom update photos
- CDBG project description





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## **Groveland CSD CDBG Project Scope of Work**

The Groveland Community Services District (GCSD) Water System Improvement Project proposes to replace water mains and appurtenances in Groveland and Big-Oak Flat. Most of the water distribution mains that supply water to the communities of Groveland and Big Oak Flat are 4" in diameter or smaller and are almost 70 years old. Frequent main breaks occur in these areas, causing large amounts of water to be lost, property damage, and back siphon conditions to occur. Backflow and back siphonage of contaminated water caused by water main breaks are a significant risk to the health and safety of the community. Constant water loss is also occurring through small unidentified leaks in the distribution system due to its deteriorated condition. The Groveland and Big Oak Flat systems are currently in a condition where an increase in catastrophic water main failure is occurring, resulting in more frequent, longer water outages.

The work consists of installing 8,377 LF of 8-inch mains to replace the existing water system. System appurtenances include thirty (30) fire hydrants and forty (40) residential water services (public portion only). All of the proposed water mains and appurtenances are located within the public right of way. The total estimated cost of the improvements is \$3,267,500.00 and 100% of this cost is requested in this CDBG application. The project will benefit a total of 915 people across two block groups, of which 685 are low/moderate income (75%) according to census data.

GCSD will implement the project under an executed subrecipient agreement with Tuolumne County. The proposed project has been designed and construction documents are ready. The project will be publicly bid within 90 days of State contract execution. GCSD will perform the construction management and inspections. Labor Standards monitoring will be provided by Cox Consulting under the existing County professional services agreement. Construction is expected to begin within 6-months of grant award and is estimated to take three months to complete. The final funding disbursement request will be submitted one month after the completion of construction.

This is a new CDBG activity. There is no CDBG Program Income (PI) included in this project. All PI has been committed through a 2018 CDBG.



**Groveland Community Services District  
CDBG Water System Improvements  
Opinion of Probable Construction Costs**

Description	Quantity	Unit	Unit Cost	Amount
Line 1 Improvements	1,496	LF	\$250.00	\$374,000.00
Line 5 Improvements	1,106	LF	\$200.00	\$221,200.00
Line 8 Improvements	5,775	LF	\$250.00	\$1,443,750.00
6" Fire Hydrant with Tee and Valve	30	EA	\$12,500.00	\$375,000.00
3/4" Residential Water Service Lateral	40	EA	\$5,000.00	\$200,000.00
<b>Subtotal</b>				<b>\$2,614,000.00</b>
Contingency (10%)				\$261,400.00
Construction Administration and Materials Testing (15%)				\$392,100.00
<b>Total</b>				<b>\$3,267,500.00</b>

**REGULAR MEETING OF THE BOARD OF  
DIRECTORS GROVELAND COMMUNITY SERVICES  
DISTRICT GROVELAND, CALIFORNIA  
October 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 Janice Kwiatkowski Vice President, Spencer Edwards, and John Armstrong being present. Also present was Board Secretary Rachel Pearlman, Administrative Services Manager Jennifer Donabedian, Operations Manager Luis Melchor and General Manager Peter Kampa.

**Call to Order**

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

Directors Mora and Swan Absent

**Approve Order of Agenda**

**Motion**

*It was moved by Director Edwards and seconded by Director Armstrong to approve the order of the Agenda.*

*Ayes: Directors Kwiatkowski, Edwards, and Armstrong*

*Absent: Directors Mora and Swan*

**Public Comment**

None.

**Information Items**

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

**Staff Reports**

Fire Department Report

CERT Report

Operations Manager's Report

Administrative Services Manager's Report

Staff and Board of Directors Reports Regarding the 2023 CSDA Annual Conference

General Manager's Report

**Proclamations**

Recognition of Matthew Dickens for his 16 Years of Service to the Groveland Community Services District

Recognition of Travis Deutsch for his 3 Years of Service to the Groveland Community Services District

Recognition of Shane Sawyer for his 3 Years of Service to the Groveland Community Services District

Recognition of Amber Schone for her 1 Year of Service to the Groveland Community Services District

## Consent Calendar

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

Approve Minutes from the September 12, 2023, Regular Meeting

Accept August 2023 Payables

Waive Reading of Ordinances and Resolutions Except by Title

### **Motion**

*It was moved by Director Armstrong and seconded by Director Edwards to approve the Consent Calendar.*

*Ayes: Directors Kwiatkowski, Edwards, and Armstrong*

*Absent: Director Mora and Swan*

## Old Business

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

None.

## Discussion and Action Items

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

Adoption of a Resolution Authorizing the General Manager to Issue a Request for Proposals for Analysis and Development of a Fire Department Revenue Measure(s) Intended to Provide Funding to Maintain and Improve Fire Services Within the District

### **Motion**

*It was moved by Director Edwards and seconded by Director Armstrong to adopt Resolution 44-2023 Authorizing the General Manager to Issue a Request for Proposal for Analysis and Development of a Fire Department Revenue Measure(s) Intended to Maintain and Improve Fire Services Within the District.*

*Ayes: Directors Kwiatkowski, Edwards, and Armstrong*

*Absent: Director Mora and Swan*

Consideration of the Addition of Street Lighting Service to the District's Active Powers and the Dissolution of the Groveland Lighting District

### **Motion**

*It was moved by Director Armstrong and seconded by Director Edwards to direct staff to prepare the District Resolution and LAFCo application materials for the Addition of Street Lighting Service to the Districts Active Powers and the Dissolution of the Groveland Lighting District.*

*Ayes: Directors Kwiatkowski, Edwards, and Armstrong*

*Absent: Director Mora and Swan*

Adoption of a Resolution Approving the Design and Construction Plans for the Groveland Asset Rehabilitation and Beautification Project and Authorizing the General Manager to Proceed with Public Bidding

### **Motion**

*It was moved by Director Armstrong and seconded by Director Edwards to adopt Resolution 45-2023 Approving the Design and Construction Plans for the Groveland Asset Rehabilitation and Beautification Project and Authorizing the General Manager to Proceed with Public Bidding.*

*Ayes: Directors Kwiatkowski, Edwards, and Armstrong*

*Absent: Director Mora and Swan*

Adoption of a Resolution Authorizing the General Manager to Issue a Request for Qualifications for the Preliminary Engineering, Planning, Design, Construction Management, and Administration for the Hetch Hetchy Railroad Project

**Motion**

*It was moved by Director Armstrong and seconded by Director Kwiatkowski to Adopt Resolution 46-2023 authorizing the General Manager to issue a Request for Qualifications for the Preliminary Engineering, Planning, Design, Construction Management, and Administration for the Hetch Hetchy Railroad Project.*

*Ayes: Directors Kwiatkowski, Edwards, and Armstrong*

*Absent: Director Mora and Swan*

Adoption of a Resolution Approving an Agreement with Well Industries, Inc., the Lowest Bidder for the Hardrock Groundwater Test Well Project

**Motion**

*It was moved by Director Armstrong and seconded by Director Edwards to Resolution 47-2023 to authorize the award of the Hardrock Groundwater Test Well Project Construction Contract to Well Industries, Inc for a bid amount of \$200,200.00 and to authorize the General Manager to sign Contract Documents on behalf of the District.*

*Ayes: Directors Kwiatkowski, Edwards, and Armstrong*

*Absent: Director Mora and Swan*

**Adjournment**

The meeting adjourned at 12:23am.

APPROVED:

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Nancy Mora, Board President

ATTEST:

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Rachel Pearlman, Board Secretary



# ACCOUNTS PAYABLE CHECK LISTING

October 2023  
Fiscal Year 23/24  
Board Approval Date \_\_\_\_\_

# Accounts Payable Checks



User: mronning@gcsd.org  
Printed: 11/2/2023 9:19:28 AM

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
23199	Adv02	Adventist Health Sonora-HBOC	10/4/2023	False	True	Pre-Employment Screenings	\$202.00	False	
23226	Adv02	Adventist Health Sonora-HBOC	10/16/2023	False	True	OCC Med Contract Physicals	\$579.00	False	
23262	AIR01	Airgas USA, LLC	10/24/2023	False	True	Stainless Steel Tri-Gas	\$61.65	False	
23227	Alp03	Alpha Analytical Labs, Inc.	10/16/2023	False	True	September 2023 Sewer Testing	\$4,450.00	False	
23263	am01	AM Consulting Engineers, Inc.	10/24/2023	False	True	October Projects	\$58,032.74	False	
23228	Arm01	Armstrong, John	10/16/2023	False	True	CSDA 2023 Annual Conference	\$324.56	False	
23265	AST01	Astra Industrial Services	10/24/2023	False	True	Backflow device calibration	\$156.72	False	
23268	AT&T Mc	AT&T Mobility (First Net)	10/24/2023	False	True	Monthly Field Cell Phone Service	\$1,372.27	False	
23200	ATT02	AT&T	10/4/2023	False	True	Monthly Cal Net Phone Service	\$103.33	False	
23266	ATT02	AT&T	10/24/2023	False	True	Fire Dept Fiber Optic (2) Months	\$1,077.41	False	
23229	ATTL02	AT&T (Internet)	10/16/2023	False	True	Monthly Fiber Internet-Admin	\$594.52	False	
23267	ATTL02	AT&T (Internet)	10/24/2023	False	True	Monthly Fiber Internet-Operations	\$594.52	False	
23230	AVE01	Avery Muffler	10/16/2023	False	True	Butler bypass generator trailer	\$390.39	False	
23202	BEN03	Benchmark Engineering	10/4/2023	False	True	HHRR Survey Work	\$22,385.00	False	
23264	BLU01	Anthem Blue Cross	10/24/2023	False	True	Monthly Group Health Ins.	\$27,187.62	False	
23232	CA Dept	CA Dept of Tax/Fee Administration	10/16/2023	False	True	Diesel fuel taxes	\$740.00	False	
23233	CA Dept	CA Dept of Tax/Fee Administration	10/16/2023	False	True	Use Tax July - September 2023	\$501.00	False	
902674	CAL09	CalPers 457 Plan Administrator	10/13/2023	False	True	PR Batch 00001.10.2023 CalPers Def Comp	\$1,153.85	False	
902679	CAL09	CalPers 457 Plan Administrator	10/20/2023	False	True	PR Batch 00002.10.2023 CalPers Def Comp	\$1,153.85	False	
23234	CAR06	Carbon Copy Inc.	10/16/2023	False	True	Monthly Copier Usage	\$47.81	False	
23231	CCA01	C/C AUTO SALES	10/16/2023	False	True	Auction Refund for Gov Deals #2 2007 Ford Ranger	\$100.00	False	
23235	Cin01	Cintas	10/16/2023	False	True	First Aid Supplies	\$290.92	False	
23236	Cle03	CleanSmith Solutions	10/16/2023	False	True	Disinfection/Janitorial Services Monthly	\$5,000.00	False	
23205	don04	Donabedian, Jennifer	10/4/2023	False	True	2023 CSDA Annual Conference	\$241.04	False	
23237	DRU01	Drugtech Toxicology Services, LLC	10/16/2023	False	True	Consortium DOT Training	\$320.00	False	
23270	Du-A01	Du-All Safety, LLC	10/24/2023	False	True	Hazard Management Business Plan	\$3,900.00	False	
902675	EDD01	EDD - Electronic	10/13/2023	False	True	PR Batch 00001.10.2023 SDI - Employee	\$3,874.05	False	
902680	EDD01	EDD - Electronic	10/20/2023	False	True	PR Batch 00002.10.2023 State Income Tax	\$3,668.79	False	
23238	EDIS01	E.D.I.S.	10/16/2023	False	True	October Supp Health Insurance	\$2,137.09	False	
23239	Fas02	Fastenal	10/16/2023	False	True	Stainless plugs for diffusers.	\$68.19	False	
23271	Fas02	Fastenal	10/24/2023	False	True	Janitorial Supplies & Hardware Stockk	\$1,524.85	False	
902676	FedEFTP	Federal EFTPS	10/13/2023	False	True	PR Batch 00001.10.2023 FICA Employer Portion	\$20,949.92	False	
902681	FedEFTP	Federal EFTPS	10/20/2023	False	True	PR Batch 00002.10.2023 FICA Employee Portion	\$19,327.94	False	

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcl	Clear Da
23211	FIRE01	HoseRack	10/4/2023	False	True	Non-collapsible light weight hose	\$622.05	False	
23240	FOO01	Foothill-Sierra Pest Control	10/16/2023	False	True	October Pest Control	\$300.00	False	
23272	FP Mail	FP Finance (Monthly pmt)	10/24/2023	False	True	Monthly Postage Machine Rental	\$107.24	False	
23241	GCS02	GCSO	10/16/2023	False	True	GCSO Water Bill	\$10,413.72	False	
23273	GEN01	General Plumbing Supply	10/24/2023	False	True	Misc. water parts/fittings	\$2,709.55	False	
23242	gilb01	Gilbert Associates, Inc.	10/16/2023	False	True	September 2023 CPA Svs	\$3,800.00	False	
23243	GRA04	Grainger	10/16/2023	False	True	Spray field sprinkler repair	\$30.03	False	
23275	H&S	H & S Parts and Service	10/24/2023	False	True	Truck 60523 Exhaust Repair	\$469.48	False	
23209	HAC01	Hach	10/4/2023	False	True	Chlorine analyzer service contracts	\$49,000.36	False	
23276	HAC01	Hach	10/24/2023	False	True	DR900 Repair	\$750.22	False	
23277	Hum02	Humana Insurance Company	10/24/2023	False	True	Dental Insurance-Monthly	\$2,977.81	False	
23212	Hum02	Hunt & Sons, Inc.	10/4/2023	False	True	Fuel & Oil	\$11,168.76	False	
23213	ind04	Industrial Electrical Co.	10/4/2023	False	True	LS8 Replacement pump	\$7,964.03	False	
23278	ind04	Industrial Electrical Co.	10/24/2023	False	True	New Generator Startups and Load Bank testing	\$18,900.00	False	
23244	JSW02	J.S. West Propane Gas	10/16/2023	False	True	Service Plan Fee	\$37.50	False	
23279	JSW02	J.S. West Propane Gas	10/24/2023	False	True	Propane	\$437.77	False	
23281	Met03	Metro Presort	10/24/2023	False	True	Monthly UB Statement Processing	\$2,096.38	False	
23245	MOT03	Mother Lode Answering Service	10/16/2023	False	True	Monthly Call Forward/Paging	\$319.96	False	
23246	MOU03	Mountain Oasis Water Systems	10/16/2023	False	True	Bottled Water	\$148.50	False	
23283	Moy02	Moyle Excavation Inc.	10/24/2023	False	True	Asphalt Patching from past water breaks	\$5,454.13	False	
23247	mun01	Municipal Maintenance Equipment	10/16/2023	False	True	New Excavation Wand for new Vac-Con unit	\$13,588.91	False	
115918	OE3	Operating Engineers Local #3	10/6/2023	False	True	PR Batch 00001.10.2023 Oper Engin Union Dues	\$395.98	False	
115919	OE3	Operating Engineers Local #3	10/20/2023	False	True	PR Batch 00002.10.2023 Oper Engin Union Dues	\$395.98	False	
23216	Oreil	O'Reilly Auto Parts	10/4/2023	False	True	Auto Parts - Truck 51618	\$54.19	False	
902677	Orion	Orion Portfolio Solutions	10/13/2023	False	True	PR Batch 00001.10.2023 Orion 457	\$2,675.00	False	
902682	Orion	Orion Portfolio Solutions	10/20/2023	False	True	PR Batch 00002.10.2023 Orion 457	\$2,675.00	False	
902678	PER01	Pers - Electronic	10/13/2023	False	True	PR Batch 00001.10.2023 PERS Employer Exp.-Classic	\$12,767.50	False	
902683	PER01	Pers - Electronic	10/20/2023	False	True	PR Batch 00002.10.2023 PEPRA Employee	\$12,458.57	False	
23248	per04	Percoco, Ronald	10/16/2023	False	True	Monthly Uniform Laundering	\$1,210.00	False	
23249	PGE01	PG&E	10/16/2023	False	True	Monthly Electric Charges	\$889.28	False	
23250	Pin07	Pine Mountain Auto	10/16/2023	False	True	September 2023 Auto Parts	\$797.36	False	
23251	PIP01	Pipeline Plumbing	10/16/2023	False	True	Repair to leaking PRV	\$475.00	False	
23252	pml01	PML Hardware & Supply Inc.	10/16/2023	False	True	September hardware / supplies	\$452.83	False	
23285	Pri04	Principal Life Insurance Company	10/24/2023	False	True	Monthly Vision & Life Insurance	\$620.09	False	
23217	Pub01	Public Restroom Company	10/4/2023	False	True	Clean CA - Progress Billing	\$91,790.00	False	
23286	RF Mac	R. F. MacDonald Co.	10/24/2023	False	True	Tank 2 pump skid repair pump 2 & 3	\$13,572.36	False	
23254	Ric03	Richmond, Virginia	10/16/2023	False	True	Refund Airport Day banner	\$100.00	False	
23255	Ron01	Rudy, Roni Lynn	10/16/2023	False	True	Social Media Management	\$2,730.25	False	
23219	SDR01	SDRMA	10/4/2023	False	True	2022-23 WC Audit	\$3,482.85	False	
23287	SFPUC	San Francisco Public Utilities Commission	10/24/2023	False	True	Monthly Water Purchase	\$12,124.80	False	
23289	SIE03	Sierra Motors	10/24/2023	False	True	Booster for Truck 51618	\$888.48	False	
23220	son14	Sonora Lumber Co.	10/4/2023	False	True	STP Spray field repairs	\$479.19	False	
23290	Sprbrk	Springbrook Holding Company LLC	10/24/2023	False	True	Civic Pay Municipal Payments - October 2023	\$1,407.30	False	

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
23291	STA02	State Wtr. Res. Control	10/24/2023	False	True	D2 Certification for SB	\$355.00	False	
23253	SUE01	Ray Suess Insurance & Invst	10/16/2023	False	True	September 223 Retired Employees Health Insurance	\$3,702.50	False	
23222	Tir02	TireHub, LLC	10/4/2023	False	True	Truck 781 Repair	\$938.24	False	
23257	TUO01	Tuo. Co. Public Power Agency	10/16/2023	False	True	Monthly Public Power Purchase	\$26,119.52	False	
23256	TUO04	Tuo. Co. Clerk & Auditor-Contr	10/16/2023	False	True	Delinq charges on tax roll - 33 parcels	\$99.00	False	
23292	TUO04	Tuo. Co. Clerk & Auditor-Contr	10/24/2023	False	True	FY24 LAFCO annual budget share	\$4,788.66	False	
23223	Tuo14	Tuolumne County Recorder	10/4/2023	False	True	Monthly subscription to County Records	\$243.50	False	
23258	Tuo14	Tuolumne County Recorder	10/16/2023	True	True	Satisfaction of Liens - 7 Parcels	\$170.00	False	
23293	Tuo14	Tuolumne County Recorder	10/24/2023	False	True	Satisfaction offLiens 7 Parcels	\$140.00	False	
23224	Tuo17	Tuolumne-Stanislaus IRWMA	10/4/2023	False	True	FY24 T-S IRWMA Membership	\$6,289.00	False	
23206	UB*0325	Giuliano, Marc & Susan	10/4/2023	False	True	Refund Check 013266-000, 13199 WELLS FARGO 2/378 Refund	\$46.85	False	
23210	UB*0325	HHMJ Eaton, LLC	10/4/2023	False	True	Check 007279-000, 12934 1st Garrote 7/116	\$126.24	False	
23208	UB*0326	Grosseto, Trustee, John & Janet	10/4/2023	False	True	Refund Check 015103-000, 21131 HEMLOCK ST 12/118 Refund	\$378.62	False	
23215	UB*0326	OGILVIE, GARY	10/4/2023	False	True	Check 008117-000, 13144 JACKSON MILL 7/262 Refund Check	\$33.02	False	
23201	UB*0326	Bac, Martin & Angelica	10/4/2023	False	True	016442-000, 11956 Mountain Springs Court 13/223 Refund Check	\$113.42	False	
23207	UB*0326	Glover, Mark	10/4/2023	False	True	011810-003, 11243 MERRELL RD LOT 002 Refund Check	\$60.97	False	
23214	UB*0326	Kandaswamy, Senthil	10/4/2023	False	True	014528-000, 20771 Big Foot Circle 4/322 Refund Check	\$88.77	False	
23203	UB*0326	Butler, David	10/4/2023	False	True	014570-001, 18585 WAWONA DR # YH Refund Check	\$7.92	False	
23218	UB*0326	Ramos, John & Brenda	10/4/2023	False	True	015989-000, 20111 Ridgecrest 13/192	\$493.14	False	
23204	UB*0326	Coniglio, John & Elizabeth	10/4/2023	False	True	Refund Check 016324-000, 19675 Pleasant View 1/289	\$260.14	False	
23221	UB*0326	Stinson, Melinda	10/4/2023	False	True	Refund Check 017056-000, 20766 Crestpine Easement 3/478	\$59.31	False	
23274	UB*0326	Guraro, William	10/24/2023	False	True	Refund Check 013702-000, 20839 MCKINLEY 10/12 MW 10/11	\$179.92	False	
23269	UB*0327	Dornell, Zachary & Kendall	10/24/2023	False	True	Refund Check 017026-000, 19862 Pleasant View 1/155	\$67.58	False	
23280	UB*0327	McCullogh, Stuart & Barbara	10/24/2023	False	True	Refund Check 015326-001, 12735 Junipero Serra 5/821	\$103.60	False	
23282	UB*0327	Mork-Ovson, Michele	10/24/2023	False	True	Refund Check 016352-000, 12073 Breckenridge 13/39	\$11.61	False	
23288	UB*0327	Select Portfolio Servicing, Inc.	10/24/2023	False	True	Refund Check 017584-000, 20522 Nob Hill Circle 3/73	\$276.64	False	
23284	UB*0327	Pappas, Nick & Robin	10/24/2023	False	True	Refund Check 015282-000, 18996 DIGGER PINE 7/238	\$6.11	False	
23261	UMP01	UMPQUA Bank Comm Card Ops	10/19/2023	False	True	Credit Card Purchases	\$17,086.82	False	
23259	ups9	UPS	10/16/2023	False	True	HACH Return Shipping	\$47.52	False	
23260	Wells	Wells Fargo Vendor Financial Services, LLC	10/16/2023	False	True	Monthly Lease Admin Copier	\$456.03	False	
23225	WHI03	White Brenner, LLP	10/4/2023	False	True	August 2023 Legal Services	\$1,480.00	False	
23294	zer01	Zero Waste USA	10/24/2023	False	True	2 Boxes of dog waste bags	\$201.51	False	
						Payroll Direct Deposits	\$100,837.16		
						<b>Total Accounts Payables</b>	<b>\$641,347.76</b>		





## **BOARD MEETING AGENDA SUBMITTAL**

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**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** November 14, 2023

**SUBJECT:** Agenda Item 4D. Ratification of the Filing and Recordation of a Notice of Completion with the County of Tuolumne for the Phase 1 WWTP Improvements (REBID) Project

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### **RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to ratify the General Manager's Filing and Recordation of a Notice of Completion with the County of Tuolumne for the Phase 1 WWTP Improvements (Rebid) Project.*

### **BACKGROUND:**

The Phase 1 WWTP Improvements (REBID) Project work consists of rehabilitating the gravel roadways throughout the Groveland Community Services District Office/Wastewater Treatment Plant (WWTP) and the WWTP sludge drying beds to improve drainage and access to District Owned facilities.

The installation of the Project's scope of work has been completed per the plans and technical specifications prepared for the project, with modifications made through change orders. AM Consulting Engineers, Inc. attended a final walkthrough of the project site to verify that the project had been adequately completed.

Based on the findings during the final walkthrough the Phase 1 WWTP Improvements (REBID) Project can be accepted and deemed complete. To be fully effective, the project Notice of Completion (NOC) must be filed within 10 days of final project completion, therefore District policy and the resolution awarding the construction contract allows the General Manager to file the NOC.

### **FISCAL IMPACT:**

There is no Fiscal Impact associated with filing the Notice of Completion.

### **ATTACHMENTS:**

1. Notice of Completion

**RECORDING REQUESTED BY:  
AND FOR THE BENEFIT OF,**

Groveland Community Services District  
No Fee-Gov/t. Code Sections  
6103 and 27383

**WHEN RECORDED, MAIL TO:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: **Groveland Community Services District**
3. The full address of the owner is: **18966 Ferretti Rd, Groveland, CA 95321**
4. The nature of the interest or estate of the owner is: **In Fee**
5. A work of improvement on the property hereinafter described was completed on: **October 20, 2023**. The work done was: **Phase 1 WWTP Improvements (REBID), which included improvements to the District office gravel road, sludge drying beds and improved drainage at both referenced locations.**
6. The name of the contractor, if any, for such work of improvement was: **Moyle Excavation, Inc, P.O. Box 498, Jamestown, CA 95327.**
7. The properties on which said work of improvements were completed are in the County of Tuolumne, State of California, and are described as follows: **The Groveland Community Services District Wastewater Treatment Facility located on the east side of Ferretti Rd in Groveland.**
8. The street addresses of said properties are: **18966 Ferretti Rd, Groveland, CA 95321.**
9. Resolution No. 2023-\_\_\_\_, Attached Hereto and Made a Part Hereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter Kampa  
District Manager

**VERIFICATION**

I, the undersigned, say: I am the Engineer for the Groveland Community Services District, the declarant of the foregoing notice of completion;

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.



\_\_\_\_\_  
(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.)

Executed on October 23, 2023, at Fresno, CA.  
(DATE) (LOCATION)

**TO:** GCSB Board of Directors

**FROM:** Pete Kampa, General Manager

**DATE:** November 14, 2023

**SUBJECT: Agenda Item 6A: Adoption of a Resolution Approving an Extension of the License and Cost Reimbursement Agreement Between the District and Tuolumne County for Funding an Additional Fire Apparatus and Associated Staffing Co-Located with the Groveland Community Services District Fire Department for One (1) Year**

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**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 36-2023 approving an extension of the License and Cost Reimbursement Agreement between the District and Tuolumne County for funding an additional fire apparatus and associated staffing co-located with the Groveland Community Services District Fire Department for one (1) year.*

**BACKGROUND:**

On August 1, 2022, the District entered into a License and Cost Reimbursement Agreement with the county for the funding of an additional fire apparatus and associated staffing co-located at the District's fire department. The agreement was for a term of one year and expired on August 1, 2023.

County Counsel's review of the agreement this year took a considerable amount of time, as did our review of their comments. County Counsel proposed a number of changes to the agreement, which was originally developed by our legal counsel last year. A Resolution extending the agreement was on the August 8, 2023 regular meeting agenda, but was tabled for consideration at a future meeting as the agreement was still under review by County Counsel and GCSB legal counsel.

A final draft agreement has been prepared and is presented herein. This continues to be a very beneficial relationship with the County and allows GCSB to provide a solid level of fire and emergency response services.

**ATTACHMENTS:**

1. Resolution 36-2023
2. License and Cost Reimbursement Agreement

**RESOLUTION 36-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A REVISED LICENSE AND COST REIMBURSEMENT AGREEMENT BETWEEN THE DISTRICT AND TUOLUMNE COUNTY FOR FUNDING AN ADDITIONAL FIRE APPARATUS AND ASSOCIATED STAFFING CO-LOCATED WITH THE GROVELAND COMMUNITY SERVICES DISTRICT FIRE DEPARTMENT FOR ONE (1) YEAR**

**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 License and Cost Reimbursement Agreement for Funding an Additional Fire Apparatus and Associated Staffing between the County and Groveland Community Services District was approved on August 1, 2022 for a (1) one year period; and

**WHEREAS**, the License and Cost Reimbursement Agreement Between the District and Tuolumne County for Funding an Additional Fire Apparatus and Associated Staffing expired on August 1, 2023; and

**WHEREAS**, Groveland Community Services District and Tuolumne County want to extend the Agreement for another (1) one year term and to make other modifications as suggested by our respective legal counsel.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY** adopt Resolution 36-2023 approving a revised License and Cost Reimbursement Agreement between the District and Tuolumne County for funding an additional fire apparatus and associated staffing co-located with the Groveland Community Services District Fire Department for one (1) year.

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

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

---

Nancy Mora, Board President

ATTEST:

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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 November 14, 2023.

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

## LICENSE AND COST REIMBURSEMENT AGREEMENT

THIS LICENSE AND COST REIMBURSEMENT AGREEMENT ("**Agreement**") is made as of August 1, 2023 ("**Effective Date**") by and between GROVELAND COMMUNITY SERVICES DISTRICT ("**Licensor**") and the COUNTY OF TUOLUMNE, a political subdivision of the State of California, ("**Licensee**").

### RECITALS

**A.** Licensor is the owner and operator of that certain real property commonly known as 18930 Main Street, Groveland, California 95321 and otherwise described as "GCSD Station No. 78", improved with a building and other structures and fixtures at which Licensor provides fire protection and emergency response services ("**Services**") to areas within its jurisdictional boundaries (collectively, the "**Station**").

**B.** Licensee owns and will fund: (i) a fire engine owned by the County of Tuolumne ("**Engine**"), (ii) by separate Cooperative Fire Protection Agreement, a fire crew consisting of approximately six (6) firefighters employed by the State of California ("**Crew**"), and (iii) related fire-suppression and emergency response equipment and gear owned by the County of Tuolumne ("**Equipment**"). Licensee desires to use portions of the Station to locate and operate the Engine, the Crew, and the Equipment, subject to the provisions of this Agreement ("**Licensed Area**").

**C.** Licensee and Licensor agree this Agreement and more specifically the Permitted Use (defined below) are needed in light of increased fire protection and emergency response service requests owing to new development within the boundaries and response areas of Licensee.

**D.** Licensor and Licensee now desire to enter into this Agreement to provide Licensee a license to use the Licensed Area subject to and in accordance with the terms and conditions contained herein, with the express understanding and agreement that this Agreement is not intended to be, nor is it, a license coupled with an interest, nor is it intended to, nor does it, confer upon Licensee any exclusive rights of exclusive possession or occupancy whatsoever in connection with the Station.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. License.

**1.1. Use of License Area.** Subject to all the terms and conditions of this Agreement, Licensee shall have from Licensor a license ("**License**") to use the Licensed Area only for the Permitted Use as defined in Section 3.1. The Licensed Area will include one (1) bay within the Station building for parking the Engine, reasonable storage area(s)

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for the Equipment, use of sleeping and living quarters within the Station for the Crew, and other portions of the Station to facilitate the Permitted Use as determined by Licensor in its reasonable discretion. Notwithstanding anything in this Agreement to the contrary, the Licensed Area may not include any portion of the Station which would likely denigrate the Services as determined by Licensor in its reasonable discretion.

**1.2. Initial Use Date.** The term of this License shall be one (1) year. The License term shall commence on the Effective Date and end on August 1, 2024. Either Licensor or Licensee may terminate the agreement at any time by providing the other with 30 days' advance written notice. This Agreement shall automatically renew each year, unless terminated by Licensee or Licensor.

**2. License Consideration.** Licensor and Licensee agree the Permitted Use (defined below) and its ancillary benefits to Licensor are valuable and adequate consideration sufficient for the License and no further monetary or other consideration is necessary for the License; provided, however, Licensee will reimburse Licensor as provided in this Agreement.

**3. Permitted Use of Licensed Area: Applicable Requirements.**

**3.1. Permitted Use.** Licensee shall use the Licensed Area for the placement of the Engine and Crew dedicated to the south county area to provide increased fire protection and emergency response services for areas located within the Groveland CSD boundaries and participate in mutual aid response areas as well as automatic aid response areas for Tuolumne County (the "*Permitted Use*"). The Permitted Use includes fueling, storing, and maintaining the Engine and the Equipment, and housing the Crew. Subject to the reimbursement and other provisions of the Agreement, Licensee may: (i) fuel the Engine with fuel purchased by Licensor and stored on or about the Station, and (ii) maintain at the Station the Engine and the Equipment using tools and supplies of Licensor.

**3.2. Applicable Requirements.** Licensee shall comply at its sole cost and expense with all Applicable Requirements. For purposes of this Agreement, "*Applicable Requirements*" shall mean and include:

**(a) Laws and Regulations.** All laws, statutes, codes, ordinances, decrees, judgments, rules, regulations and other legal requirements, as amended, supplemented or replaced from time to time, which are applicable to the maintenance, repair, alteration, use, safety, or operation of the Licensed Area; the condition of the Licensed Area; Licensee's operations on or about the Licensed Area, as presently conducted or as may be conducted in the future, irrespective of whether such are foreseen or unforeseen, ordinary or extraordinary, minor or substantial;

**(b) Third Party Requirements.** All reasonable requirements of Licensor's insurance underwriters, now or hereafter in effect, pertaining to Licensee's use or operation of the Licensed Area;

**(c) Government Permits.** All permits, approvals and licenses (including, without limitation, all terms and conditions thereof) from any governmental or

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quasi- governmental agency, authority or entity, pertaining to Licensee's use or operation of the Licensed Area; and

**(d) Rules.** Licensor's reasonable rules and regulations governing the occupancy and use of the Licensed Area, which may be amended from time to time by Licensor in its discretion.

**3.3. Prohibited Activities.** Notwithstanding anything to the contrary in this Agreement, and without limiting the generality of any other provision in this Agreement, Licensee shall not: (i) disturb or interfere with Licensor or Licensor's activities at or on the Station; (ii) negatively impact the quality or scope of the Services, in Licensor's reasonable determination; (iii) cause, maintain, or suffer any waste or nuisance in, on or about the Licensed Area, including, without limitation, storage or maintenance of any substance or material that presents an unreasonable risk of fire, explosion, or other hazard; (iv) use the Licensed Area so as to cause either a cancellation of Licensor's insurance policies now or hereafter in effect or any increase in the premiums in connection therewith; (v) place any signs or other markings in or upon any externally visible portions of the Licensed Area or the Station without Licensor's prior written consent (which consent may be withheld or conditioned in Licensor's sole discretion); or (vi) any combination of items (i) through and including (v) listed in this Section 3.3.

**3.4. Licensor's Access.** Licensor and its authorized representatives shall have the right, but not the duty, at any time to enter upon the Licensed Area in order to monitor or inspect Licensee's activities, assess whether Licensee is in compliance with the provisions of this Agreement, or for any other purpose, including without limitation installing, maintaining, repairing or replacing utilities or other infrastructure, or conducting invasive tests; provided, however, that Licensor shall use reasonable efforts to minimize the impact of such activities on the Permitted Use within the Licensed Area.

**3.5. Reservation of Rights.** Licensor further reserves and retains all rights of possession and ownership in connection with the Licensed Area, including without limitation the right to grant or enter into, from time to time, such easements, encumbrances, leases, rights of way, and dedications in connection with or including the Licensed Area, as Licensor deems necessary or advisable, in its sole and absolute discretion; provided, that Licensor will not grant to third parties a right to occupy, on a temporary or permanent basis, the Licensed Area. Neither this Agreement, the License nor any use by Licensee or any of its employees, officers, agents, contractors, guests, invitees, partners, joint venturers, affiliates, successors and assigns (collectively, the "*Licensee Parties*") shall confer or be construed to confer upon Licensee or any Licensee Parties any rights of ownership whatsoever in or in connection with the Licensed Area, and License shall not claim or assert anything to the contrary.

**3.6. Safety.** Without limiting the generality of any other provision in this Agreement, Licensee shall take all steps necessary or advisable to ensure safety at or about the Licensed Area, whether or not such steps are required by any Applicable Requirements.

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Licensor, at Licensee's cost and expense, shall have the right, but not the obligation, to immediately commence and prosecute to completion any cure of any failure by or on behalf of Licensee to comply with any provisions of this Section 3.6 caused by Licensee. In the event Licensor determines, in its reasonable discretion, that any condition or situation exists at the Licensed Area that poses or may reasonably pose any imminent threat to the safety of any persons at or adjacent to the Licensed Area or to public health and welfare which was caused by Licensee, Licensor shall have the right, but not the obligation, to immediately: (i) perform at Licensee's cost and expense any work to remedy any such imminent threat; or (ii) take any actions to remedy any such imminent threat, including, without limitation, requiring Licensee to cease operations and suspending or revoking the License.

#### 4. **Termination.**

**4.1. Termination by Licensee.** Licensee may terminate the License upon 30 days written notice from Licensee to Licensor for any reason or no reason.

**4.2. Termination by Licensor.** Licensor may terminate the License upon the occurrence of any of the following: (i) upon 30 days written notice from Licensor to Licensee for any reason or no reason; (ii) any material failure by Licensee to comply with any term or condition of this Agreement. Without limiting the generality of Section 11 below, immediately upon any such termination, Licensor shall have the right to remove Licensee and any and all of Licensee's property from the Licensed Area at Licensee's sole cost and expense.

5. **Maintenance and Repair.** Licensee shall, at its sole cost and expense, promptly repair any damage to the Licensed Area caused by Licensee and remove any trash generated by Licensee. In the event that any repairs or maintenance to or for the Licensed Area or any portion thereof are required due to damage caused by Licensee, Licensee shall promptly arrange for the same through Licensee's contractors, provided Licensor shall have the right to approve, in its reasonable discretion, such contractors in writing. All such repairs and maintenance shall be performed in a first class, workmanlike manner and such repairs and maintenance shall be of a quality and class equal to or better than the original work or item. If Licensee fails to perform any of its obligations under this Section 5, Licensor shall have the right, but not the obligation, to perform such obligations at Licensee's expense upon ten (10) days' notice to Licensee.

#### 6. **Alterations.**

**6.1.** Licensee shall not make any alterations, improvements, additions, replacements, changes, or installations (collectively "**Alterations**") in, on or about the Licensed Area without Licensor's prior written consent (which consent may be granted, conditioned, or withheld in Licensor's sole and absolute discretion). In connection with any such proposed Alterations, Licensor shall have the right to: (i) approve, in its reasonable discretion, Licensee's contractors; (ii) require Licensee to provide Licensor, at Licensee's sole cost and expense, a completion bond in an amount equal to one and one-half times the estimated cost of such Alterations, to guarantee completion of the work; and (iii) require removal of the Alterations upon termination of this Agreement. Should Licensee make any Alterations without the prior approval of Licensor, Licensor shall have the right to require that Licensee immediately remove any or all of such Alterations.

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**6.2.** Any proposed Alterations in or about the Licensed Area shall be presented to Licensor in written form, with proposed detailed plans. If Licensor shall give its consent, the consent shall be deemed conditioned upon Licensee acquiring all necessary permits and governmental approvals, the furnishing of a copy thereof to Licensor prior to the commencement of the work, and the compliance by Licensee with all Applicable Requirements and all conditions of said permits and approvals in a prompt and expeditious manner.

**6.3.** Licensee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Licensee in connection with the Licensed Area. In the event of any dispute between Licensee and its contractors regarding payment for work requested by Licensee, Licensee shall provide Licensor written notice of the dispute and indemnify, defend and hold Licensor harmless from and against any claims or liabilities resulting from such disputes.

**6.4.** Licensee shall give Licensor not less than 15 days' notice prior to the commencement of any work at the Licensed Area.

**7. Costs; Utilities; Billing.** Licensee agrees to reimburse Licensor for costs related to the use of the Station by Licensee.

**7.1. Fuel; Maintenance; other Costs.** Licensee shall pay all costs and perform all maintenance on county-owned equipment under this License. Licensee shall reimburse Licensor for all: (i) fuel of Licensor used by Licensee, (ii) food, supplies, fixtures, and furniture of Licensor consumed or used or damaged by Licensee or the Crew (or both); (iii) wear and tear, damage, or replacement of tools and equipment of Licensor used by Licensee, its employees, contractors, agents, and other representatives; and (iv) all other costs incurred by Licensor relative to the License.


**7.2. Utilities, Security.** After review and approval as provided in Section 7.3, Licensee shall be responsible for and pay when due all sums in connection with any and all water, gas, heat, power, telephone, cable, communication and other utilities and services supplied to or used by Licensee, its employees, contractors, agents, and other representatives, together with any taxes thereon. The parties agree that Licensee shall be responsible for fifty percent (50%) of all costs described in this Section 7.2.

**7.3. Billing.** Each quarter during which reimbursable costs occur, Licensor shall provide, for review and approval by Licensee, a summary of all costs and expenses incurred by Licensor relative to the License ("**Billing**").

**7.4.** Licensee will complete its initial review within 15 days after receiving the Billing. Licensor will provide any backup documentation reasonably requested by Licensee during the initial review of the Billing, within 5 working days from Licensee's request.

**7.5.** Licensee will pay all uncontested portions of the Billing, sent at the address for notices to Licensor specified in this Agreement, by no later than 30 days after Licensee's receipt of the Billing.

**8. Condition Of Licensed Area: Release Condition; As-Is.** THE LICENSED AREA IS BEING LICENSED BY LICENSOR, AND HEREBY IS ACCEPTED BY LICENSEE, IN ITS EXISTING STATE AND CONDITION AS OF THE EFFECTIVE DATE, SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD, "AS IS, WITH ALL FAULTS." LICENSOR NOR ANY OTHER PARTY HAS MADE, AND THERE IS HEREBY DISCLAIMED, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE LICENSED AREA, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE LICENSED AREA, THE SUITABILITY OR FITNESS OF THE LICENSED AREA OR ANY APPURTENANCES THERETO FOR LICENSEE'S INTENDED USE, THE COMPLIANCE OF THE LICENSED AREA WITH ANY LAWS, ANY MATTER AFFECTING THE USE OR ENJOYMENT OF THE LICENSED AREA OR WITH RESPECT TO ANY OTHER MATTER PERTAINING TO THE LICENSED AREA, OR ANY APPURTENANCES TO THE LICENSED AREA.

**8.1. Release.** Licensee agrees to release Licensor, its governing board, officials, employees, agents or volunteers from financial responsibility or liability for any death, injury, or damage suffered or incurred by Licensee while using the Permitted Area. 

**8.2. Waiver.** Licensee acknowledges that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect the subject matter of this Agreement and/or the License, but that it is Licensee's intention to hereby fully, finally and forever waive, assume the risk of, release and discharge each and all of the Claims released under Section 8.2. In furtherance of this intention, the releases set forth in Section 8.2 shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different claim or fact. Licensee hereby waives application of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

**9. Insurance and Indemnity.**

**9.1. Insurance.** Licensee, at Licensee's sole cost and expense, shall obtain and maintain:

**(a)** Commercial General Liability insurance that contains broad form contractual liability with a combined single limit of a minimum of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) umbrella for a total of ten million dollars (\$10,000,000) each occurrence and an aggregate limit of at least fifteen million dollars (\$15,000,000) Coverage must be provided on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, contractual liability coverage, environmental (sudden, seepage and pollution) liability, bodily injury and property damage, products and completed operations. The County will provide a Memorandum of Coverage, given the County participates in a Joint Powers Authority risk pool and this shall be considered the equivalent as set forth above.

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(b) Environmental Legal Liability Insurance covering bodily injury, property damage (including loss of use, sudden, seepage and pollution), and cleanup and defense costs with a limit of not less than five million dollars (\$5,000,000) per occurrence and an aggregate limit not less than ten million dollars (\$10,000,000).

(c) Workers Compensation and Employers Liability insurance including coverage for all its employees, but not limited to: Industry's statutory liability under the worker's compensation laws of the state in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(d) Employers' Liability (Part B) with limits of at least one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total of three million dollars (\$3,000,000) aggregate each accident, one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for total of three million dollars (\$3,000,000) aggregate by disease policy limit, and one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for total of three million dollars (\$3,000,000) aggregate by disease each employee.

(e) Automobile Liability covering bodily injury/property damage of not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total of three million dollars (\$3,000,000) per accident and an aggregate limit of at least one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total aggregate limit of three million dollars (\$3,000,000). Coverage is to apply to all owned, non- owned, hired and leased vehicles (including trailers).

(f) The above listed required insurance coverages and threshold amounts shall be subject to reasonable annual review and revision by Licensor.

**9.2. Insurance Certificates.** Licensee shall provide Licensor with certificates evidencing the insurance required prior to the Effective Date, which shall state that such insurance may not lapse, be changed, amended, canceled or otherwise terminated without at least today's prior written notice to Licensor. Licensee shall provide renewal certificates to Licensor not more than 15 days after the expiration of such policies. Should Licensee fail to provide any such renewal certificate within such 15-day period, or to pay the premium for any insurance policy required of Licensee hereunder, then Licensor shall have the right, but not the obligation, to obtain, renew or replace any such policy at Licensee's cost and expense.

**9.3. Payment of Premium Increase.** Licensee shall pay to Licensor the amount of any increase in premiums for any insurance carried by Licensor if such premium increase is specified by Licensor's insurance carrier as being caused by the nature of Licensee's use of the Licensed Area, or any portion thereof, or any act or omission of Licensee. Licensee shall pay any such premium increases to Licensor within 30 days after receipt by Licensee of a copy of the premium statement or other evidence of such premium increase.

**9.4. Insurance Policies.** Insurance required of Licensee hereunder shall be issued by insurance companies holding a "General Policyholders Rating" of at least A-, unless  
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otherwise acceptable to the Licensor given the County is part of a risk pool which is not rated, or such other rating as may be required by a lender having a lien on the Licensed Area, as set forth in the most current issue of "Best's Insurance Guide," or in case of discontinuance of such publication, a comparable guide. Licensee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Section 9. All insurance required to be maintained by Licensee under this Section 9 shall be in a form and carry deductibles reasonably satisfactory to Licensor from time to time.

**9.5. Waiver of Subrogation.** Licensee and Licensor shall cause the insurance company issuing their respective property insurance to waive any subrogation rights that those companies may have against Licensee or Licensor, respectively, as long as the insurance is not invalidated by the waiver. Provided the waivers of subrogation are contained in their respective insurance policies, Licensor and Licensee waive any right that either may have against the other on account of any loss or damage that is insured under their respective property insurance policies or would have been insured against had the party carried the insurance as required by this License.

**9.6. Licensee's Assumption of Risk and Waiver; Exculpation.**

(a) Except to the extent such matter is not covered by the insurance required to be maintained by Licensee under this License and such matter is attributable to the gross negligence or willful misconduct of Licensor or any third parties authorized by Licensor to use or access the Licensed Area, Licensor shall not be liable to Licensee or any Licensee Parties for: (i) any damage to property of Licensee, or of any Licensee Parties or others, located in, on or about the Station or the Licensed Area; (ii) the loss of or damage to any property of Licensee or any Licensee Parties or others by theft or otherwise; (iii) any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain or leaks from any part of the Station or the Licensed Area; or (iv) any damage covered by operation and construction of any public or quasi-public work.

(b) Licensor shall in no event be liable for any punitive or consequential damages, or loss of business or profits, and Licensee hereby waives any and all claims for any such damages.

**9.7. Indemnity.** Licensee shall fully indemnify, defend, protect and hold Licensor, its trustees, board members, officers, employees, agents, assigns, contractors, and insurers of any of the foregoing (collectively, "*Licensor Indemnitees*"), harmless from and against any claim (including, without limitation, any claim existing or arising prior to or after the Effective Date), which may arise from or result from: (i) Licensee's failure to comply with the terms and conditions of this Agreement; (ii) any acts or omissions of Licensee or the Licensee Parties; (iii) the conduct of Licensee's business or operations by Licensee or any of the Licensee Parties; (iv) any Removed Property and any Remaining Property (each as defined below); (v) damage to the Station caused by Licensee or the Licensee Parties. Licensee expressly acknowledges and agrees that it has an immediate and independent obligation to defend Licensor and/or the Licensor Indemnitees from any claim which actually or potentially falls within this Section 9.7, regardless of whether any such claim is, or may be, groundless, fraudulent or false, and that Licensee shall defend Licensor

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and/or the Licensor Indemnitees with counsel approved in writing by Licensor, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this Agreement shall require Licensee to release or indemnify or defend Licensor in connection with any claims to the extent resulting from: (a) Licensor's breach of any representations, warranty or covenant set forth in this Agreement, or any gross negligence or willful misconduct of Licensor. Licensee's obligations under this Section 9.7 shall arise at the time any such Claim is tendered to the Licensee by Licensor and shall continue until discharged through performance or judicial determination. Licensee shall not settle any claim without the consent of Licensor and any Licensor Indemnitees that may incur liability in connection with such claim under or following such settlement, which consent shall not be unreasonably withheld unless settlement includes a complete release of Licensor.

**10. Damage and Destruction.** Under no circumstances shall Licensor have any obligation to repair, restore or replace all or any portion of the Station or the Licensed Area following any damage or destruction to or affecting the Station or the Licensed Area (as the case may be), and Licensee shall be solely responsible for all costs and other obligations incurred in connection with any repairs, restoration or replacements in connection with any such damage or destruction caused by or for Licensee, its employees, contractors, agents, or other representatives.

**11. Surrender. Restoration.**

**11.1. Surrender.** No later than the termination of the License, Licensee shall (i) remove all Alterations and any and equipment installed or located at the Licensed Area by Licensee and all of Licensee's personal property as of the date of any termination of the License and shall be responsible to repair any damage resulting from any such removal, and (ii) shall restore and surrender the Licensed Area in a clean, sanitary and debris-free condition and in at least as good order and condition as existed immediately prior to the Effective Date, except for reasonable wear and tear from any cause and damage caused by third parties. The foregoing notwithstanding, if Licensor so elects by written notice given at least 15 days before the date of any such termination, Licensee shall leave in place and not remove any Alterations so designated by Licensor (other than Licensee's trade fixtures and equipment, which in any event may be removed by Licensee), and on the date of any such termination, such items shall be conclusively deemed to have been conveyed by Licensee to Licensor, as if by bill of sale, with compensation paid to Licensee for the value of any such designated Alterations.

**11.2. Title to and Removal of Licensee's Equipment.** Subject to Licensor's rights under Section 11.1, the Alterations shall be and remain the property of Licensee at all times, and Licensee may, upon the termination of the License, remove the Alterations and all of Licensee's other personal property from the Licensed Area. If Licensee fails to perform any repairs or restoration required under Section 11.1, or fails to remove any Alterations and other personal property and equipment from the Licensed Area as required by this Agreement, including, without limitation, Section 11.1, within 15 days after receipt of Licensor's written notice to do so, Licensor may do so on Licensee's behalf, and Licensee shall pay Licensor the cost of such repair, removal or restoration within 15 days after receipt of Licensor's invoice. All property remaining on the Licensed Area after the date of any termination of the License that is removed from the Licensed Area by Licensor pursuant to any provisions of this Agreement or any Applicable Requirements may be used, handled, disposed of or stored by Licensor at Licensee's sole risk and expense (such property, the "**Removed Property**"). All property not removed from the Licensed Area by Licensee or Licensor, or claimed from storage by Licensee within 30 days after termination of the License (the "**Remaining Property**")

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shall, at Licensor's option without notice, conclusively be deemed to have been conveyed by Licensee to Licensor, as if by bill of sale.

**12. Assignment and Sublicensing.** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Licensee's interest in this License or in the Licensed Area, without Licensor's prior written consent. Licensor shall respond to Licensee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this License. Any transfer not in accordance with this Section 12 shall be null and void.

**13. Miscellaneous.**

**13.1. Notices.** Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) electronic mail (with a copy promptly sent by one of the other foregoing methods) sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Notice by e-mail shall be deemed to have been given on the date sent if sent before 5:00 p.m. California time on a business day and, if not, then on the next business day. Any other form of notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Notwithstanding the foregoing, notice sent by facsimile is not a valid means of notice under this Section. Unless changed in accordance with the preceding provisions, the addresses for notices given pursuant to this Agreement shall be as follows:

LICENSOR: Groveland Community Services District  
18966 Ferretti Road  
Groveland, CA 95321

LICENSEE: County of Tuolumne County Administrator  
2 South Green Street  
Sonora, CA 95370

**13.2. Amendment.** This Agreement may be supplemented, amended or otherwise modified only by a written instrument signed by both Licensor and Licensee.

**13.3. Waiver.** No provision of this Agreement shall be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Licensor's consent or approval respecting any action by Licensee shall not constitute a waiver of the requirement for obtaining Licensor's consent or approval respecting any subsequent action.

**13.4. Interpretation.** Each party has consulted with counsel, or has had the

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opportunity to consult with counsel and determined that such consultation is unnecessary, and each party has determined that this Agreement accurately and completely reflects the agreement of the parties. This Agreement has been reviewed by both Licensor and Licensee, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. No drafts of this Agreement or any other document shall be used or argued to interpret the meaning of this Agreement or any provision thereof, or the parties' intent.

**13.5. Entire Agreement.** This Agreement is an integrated document that contains the entire understanding between the parties relating to the subjects it covers, and supersedes all prior drafts, applications, correspondence and agreements, whether oral or written, concerning the subject matter of this Agreement.

**13.6. Severability.** If any term, covenant or condition of this Agreement is held by a court or regulatory body or agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms, covenants and conditions shall continue in full force and effect unless a material failure of consideration would result, in which case the Agreement shall terminate.

**13.7. Remedies.** Each remedy set forth in this Agreement is cumulative of and in addition to any other remedy in this Agreement or available at law or in equity. The exercise, partial exercise or failure to exercise any remedy by any party shall not be an election of remedies and such party shall not be precluded from exercising any other remedy under this Agreement or other remedy available at law or in equity.

**13.8. Time is of the Essence.** Time is of the essence in the performance of each party's respective obligations under this Agreement.

**13.9. Attorneys' Fees.** The Prevailing Party (defined below) in any action or proceeding (including without limitation any arbitration) brought to enforce this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses paid or incurred in good faith in connection with such action or proceeding (including, without limitation, expert witness fees and costs of collection, including those fees and costs incurred in enforcing this Section and those fees and costs incurred in connection with any appeal). For purposes of this Agreement, the "**Prevailing Party**" shall be deemed to be that party which obtains substantially the relief sought, whether by dismissal or by award or judgment.

**13.10. No Partnership.** Nothing contained in this Agreement shall be construed as creating a leasehold interest or making Licensor and Licensee joint venturers or partners.

**13.11. Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, except as expressly provided herein.



**13.12. Governing Law.** This License and this Agreement shall be governed by the internal laws of the State of California.

**13.13. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and may be transmitted by facsimile. Counterpart signature pages may be assembled to form a single original document.

**13.14. Successors and Assigns.** Subject to Section 13, and except as otherwise expressly provided herein, all of the covenants, conditions and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

**LICENSEE:**

COUNTY OF TUOLUMNE

By: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

**LICENSOR:**

GROVELAND COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

Print: \_\_\_\_\_

**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** November 14, 2023

**SUBJECT:** Agenda Item 6B: Adoption of a Resolution Accepting and Approving a Preliminary Design and Cost Estimate for Future Expansion of the Groveland Fire Station to Accommodate Additional Staffing and Equipment

---

**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 48-2023 Accepting and Approving a Preliminary Design and Cost Estimate for Future Expansion of the Groveland Fire Station to Accommodate Additional Staffing and Equipment.*

**BACKGROUND:**

This agenda item is being presented to the Board for preliminary consideration in order to establish a long term capital improvement and financing plan for the District's fire department. This capital plan must consider not only replacement of our existing facilities and equipment, but also the addition of new equipment to meet new and more stringent regulations and safety standards, as well as to improve our fire and emergency response capacities. In the plan, we identify the future increase in fire department personnel to achieve the current minimum staffing recommendations in our Fire Master Plan, as well as to meet our response time standards as call volumes increase with new commercial and residential land development.

The District's fire station located on Main Street/Hwy 120 in downtown Groveland was constructed in the 1980s and designed to house up to four apparatus and sleep up to six personnel. The current District Calfire Schedule A contract provides for two full time personnel on an engine; five persons in the rotation. With the staffed County Engine collocated in our fire station, there are currently five to seven personnel residing in the common areas and dorm facilities. Per Calfire standards next year there will be six in the rotation and three on the GCSB engine, resulting in six to eight residing in the fire station while on shift. The station's sleeping quarters are adequate for current staffing levels, but there is a lack of storage and locker space, restrooms are barely adequate and common areas cramped. There is no room in the current building configuration for expansion of staff in the future.

Understanding the need to eventually enlarge the fire station, in 2009 several configuration options were considered by Department staff and preliminary drawings prepared. The station expansion was never formally included in a capital improvement plan, or any financial or budget plan. Using the 2009 plans, District staff engaged an architect to provide initial construction cost estimates, totaling \$4.7 million as shown below.

The action requested of the Board is to adopt the resolution accepting and approving the preliminary station expansion plans. This action allows the District to formally include the station expansion and its cost estimate in development impact fee reports and other financial analysis related to new development projects. This action does not approve a final design or authorize staff to prepare a final design or construction documents for the station expansion.

**FINANCIAL IMPACT:**

There is no direct cost or fiscal impact related to including the fire station expansion in a capital improvement plan, however the adoption of the resolution will allow the estimated cost of the expansion in future financial forecasting related to new development impacts, to ensure that such development pays a proportional share of the cost of station expansion in the future.

Groveland Fire Dept. Addition					
	Plans need full review for ADA and appropriate circulation				
	Need elevator access if different stories for ADA				
	Assumption: Out for bid 2023				
			\$/SF	Cost	
	SF Dorm Addition	3000	1000	\$3,000,000.00	
	(E) Remodel	4200	350	\$1,470,000.00	
	Site Work (assumed minor):			\$300,000.00	
			Subtotal Construction	\$4,770,000.00	

**ATTACHMENTS:**

1. Preliminary Design Plan
2. Engineers Estimated Cost
3. Resolution 48-2023

**EXHIBIT 1**

**NOTES: (FUTURE ADDITIONS)**

1. AIR AND HEATING UNITS TO BE ADDED TO PROPOSED ADDITIONS.
2. OPTIONAL "HARDIE BOARD" SIDING TO BE INSTALLED ON EXISTING AND PROPOSED BUILDING.
3. SOLAR HEATING UNITS TO BE ADDED TO ROOF AREA IF COST FEASIBLE.
4. 30x30' GARAGE ON BACK LOT

**LEGEND:**

1. 4'W X 18"D X 5'H DIVIDED LOCKER. (OPT. SIZE/STYLE)
  2. FURNITURE IS SHOWN FOR REFERENCE ONLY.
- = BUNK ROOM

RELOCATE EXIST. GENERATOR

ENLARGE DECK AREA

REMOVE EXIST. DECK THIS AREA

REMOVE WINDOW

exist. equip.

EXISTING EQUIPMENT ROOM TOOL & LAUNDRY AREA

(45) 24"x24" TURNOUT STORAGE LOCKERS REMOVE EXISTING KITCHEN AND LOUNGE AREA

exist. doors add airtight seals

EXISTING MEETING ROOM AND KITCHEN

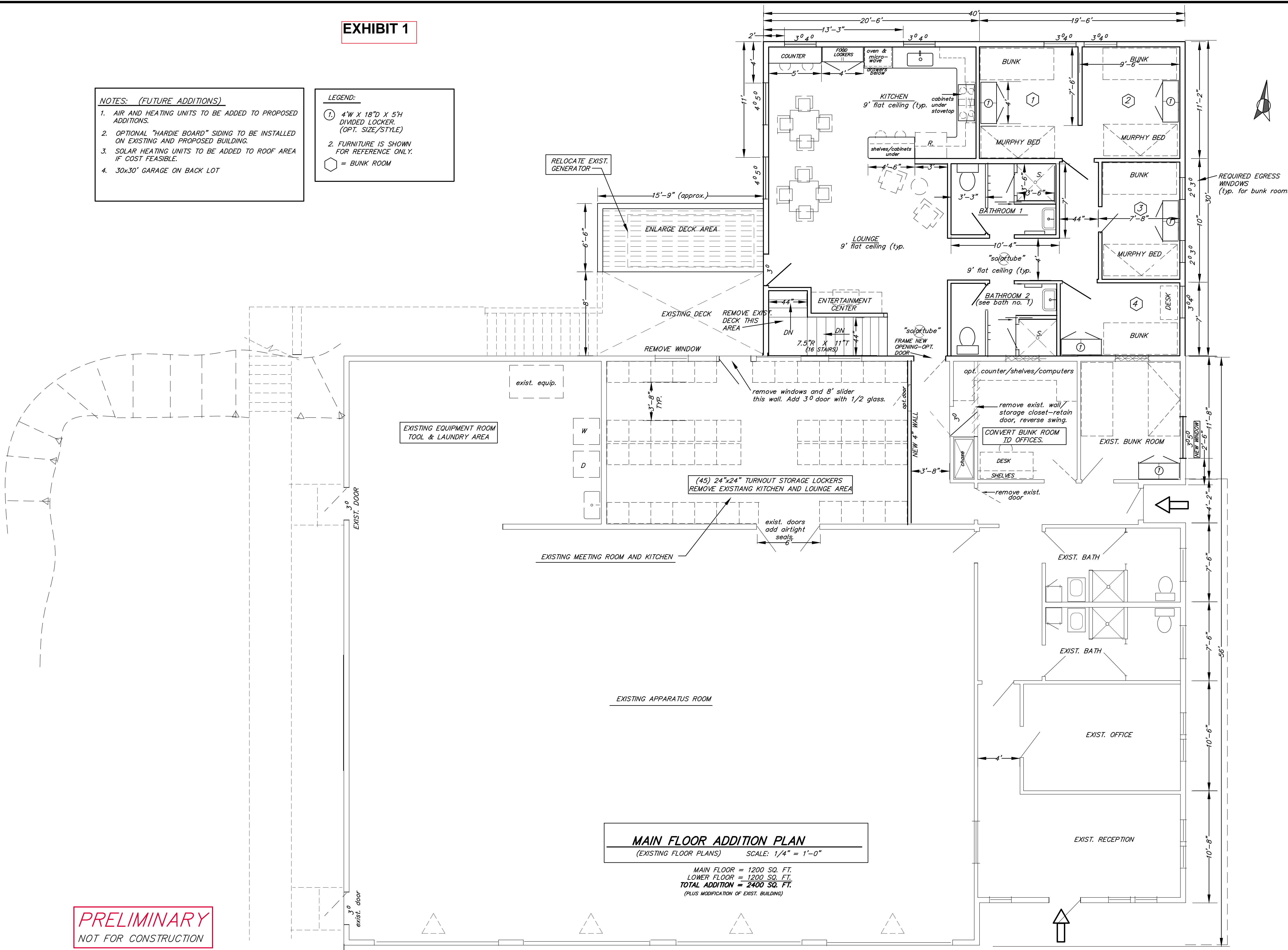
EXISTING APPARATUS ROOM

**MAIN FLOOR ADDITION PLAN**

(EXISTING FLOOR PLANS) SCALE: 1/4" = 1'-0"

MAIN FLOOR = 1200 SQ. FT.  
 LOWER FLOOR = 1200 SQ. FT.  
 TOTAL ADDITION = 2400 SQ. FT.  
 (PLUS MODIFICATION OF EXIST. BUILDING)

**PRELIMINARY**  
 NOT FOR CONSTRUCTION



REVISIONS	BY

**MAIN FLOOR PLAN**  
**EXISTING PLAN**

**FIRE STATION ADDITIONS**  
 GROVELAND FIRE DEPARTMENT  
 18930 HIGHWAY 120  
 Groveland, CA 95321  
 Phone: (209) 962-7891

DATE: 06/09
SCALE:
DESIGN/DRAWN: MJH
JOB:
SHEET 1 of 2

**RESOLUTION 48-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A PRELIMINARY DESIGN AND COST ESTIMATE FOR FUTURE EXPANSION OF THE GROVELAND FIRE STATION TO ACCOMMODATE ADDITIONAL STAFFING AND EQUIPMENT**

**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 routinely prepares master plans and capital improvement plans for its services, to ensure that the desired levels of services can be continued as the community grows and service demands increase in the future; and

**WHEREAS**, the district has adopted response time and staffing standards for its fire and emergency response services, which will require expansion of the fire station and staffing in the future; and

**WHEREAS**, the district has prepared preliminary plans for the renovation and expansion of its Groveland fire station, to accommodate the anticipated future full time staffing levels and their housing needs within the station; and

**WHEREAS**, based on the improvement plans attached hereto and included herein as Exhibit 1, the estimated cost for renovation and expansion of the Groveland Fire Station is shown in the table below:

Groveland Fire Dept. Addition				
	Plans need full review for ADA and appropriate circulation			
	Need elevator access if different stories for ADA			
	Assumption: Out for bid 2023			
		\$/SF		Cost
SF Dorm Addition	3000	1000		\$3,000,000.00
(E) Remodel	4200	350		\$1,470,000.00
Site Work (assumed minor):				\$300,000.00
			Subtotal Construction	\$4,770,000.00

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

1. Accept the preliminary fire station improvement plans contained in Exhibit 1
2. Accept the preliminary engineer’s cost estimate
3. Authorize the General Manager to include the fire station improvement cost estimates contained herein, in capital improvement and financial planning for the fire department

**WHEREFORE**, this Resolution 48-2023 is passed and adopted by the Board of Directors of the Groveland Community Services District on November 14, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

---

Nancy Mora, Board President

ATTEST:

---

Rachel Pearlman, Board Secretary

**CERTIFICATE OF SECRETARY**

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

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

**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** November 14, 2023

**SUBJECT: Agenda Item 6C: Discussion and Input for Items or Issues to be Addressed by the Tuolumne County Natural Resources Committee**

---

**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to support and recommend the strategic priorities as amended for the Tuolumne County Natural Resources Committee*

**BACKGROUND:**

Recently, the county of Tuolumne abolished its water policy advisory committee and combined their water resources responsibilities with that of the county's natural resources committee. In doing so they also added committee membership for each of the county's water providers. Please find attached the most recent natural resources committee agendas.

Your GCSB general manager has been attending these meetings and will continue to do so unless our board wishes to appoint a different representative. These committee meetings are open to the public, but typically not held in the Zoom platform.

At its last two meetings, the natural resources committee has considered the adoption of strategic priorities that will guide the efforts of county staff and drive agenda items for the committee. Committee members were requested to review the priorities as listed below and provide input. I have recommended some additions (underlined red text) to the priorities considered by the committee on November 1, 2023. As this is the first opportunity for our board to discuss this matter, staff is seeking board input, addition or modification to and consideration of approval of the initial committee strategic priorities:

- Support our local water and wastewater utility partners in their effort to modernize and improve water supply, treatment, and distribution; wastewater collection, treatment and reuse; and mitigate risk.
- Maintain awareness of pertinent legislation and policy regarding water and natural resources and provide recommendations for advocacy as appropriate.



- Facilitate public land use access and recreation while balancing and mitigating natural resource impacts from overuse/misuse
- Promote forest health and watershed resilience through innovative solutions and capacity building.

**FINANCIAL IMPACT**

There is no financial impact associated with this action or participation on the committee.

**ATTACHMENTS:**

October 4, 2023 and November 1, 2023 committee agendas

Tuolumne County  
Administration Center  
2 South Green Street  
Sonora, California 95370  
Phone (209) 533-5521  
Fax (209) 533-6549

Heather Ryan  
Clerk of the Board  
of Supervisors

**BOARD OF SUPERVISORS  
COUNTY OF TUOLUMNE**

David Goldemberg, First District  
Kathleen Haff, Fourth District

Ryan Campbell, Second District

Anaiah Kirk, Third District  
Jaron Brandon, Fifth District

**Natural Resource Committee  
Wednesday, October 4<sup>st</sup>, 2023 @ 10:00 am  
Board of Supervisors Chambers  
2 S. Green Street, 4<sup>h</sup> Floor, Sonora, CA 95370**

**AGENDA**

1. Call the meeting to order and introductions
2. Public forum – The public may speak on any item not on the printed agenda. No action may be taken by the Committee. The amount of time allocated for the public forum is limited to 15 minutes.
3. Consideration of approving the minutes of the meeting held on June 7<sup>th</sup>, 2023.
4. Consideration of Comment letter for the State urban water supply conservation regulation (AB) 1668
5. Partner agencies updates
  - A. USFS updates:
  - B. CalFire updates:
6. Committee business
  - A. Staff reports and recommendations
    - a. WaterSMART Grant proposal
  - B. Committee member reports
7. Discussion Items
  - A. Topic recommendations for 2024 committee actions and work plan (to be developed at subsequent meetings)

In accordance with Government Section 54954.3(a), the public may comment on any item on the agenda. In accordance with the Americans with Disabilities Act, if you need special assistance (i.e., auxiliary aids or services) in order to participate in this public meeting, please contact the County Administrator's Office, (209-533-5511). Notification 48 hours prior to the start of the meeting will enable staff to make reasonable accommodations to ensure accessibility to this public meeting.

8. Adjourn  
The next regular meeting scheduled for November 1<sup>st</sup>, 2023.

Membership Roster

<b>Name</b>	<b><u>Position</u></b>	<b>Group</b>
Anaiah Kirk	<u>Chair</u>	County
Kathleen Haff	<u>Vice Chair</u>	County
Jim Phelan	<u>Member</u>	TCRCD
Jim Maddox	<u>Member</u>	F&G PFAC
Dick Gaiser	<u>Member</u>	TC Ag
Chris Trott	<u>Member</u>	At-Large
Delegate	<u>Member</u>	Tuolumne Me-Wuk
Delegate	Member	Chicken Ranch Me-Wuk
Delegate	Member	Hetch Hetchy
Delegate	Member	GCSD
Delegate	Member	TUD
Sean Hembree	<u>CAO Staff</u>	County

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District*  
Kathleen Haff, *Fourth District*

Ryan Campbell, *Second District*

Anaiah Kirk, *Third District*

Jaron Brandon, *Fifth District*

**Natural Resource Committee  
Wednesday, June 7, 2023 @ 10:00 am  
Board of Supervisors Chambers  
2 S. Green St., 4<sup>th</sup> Floor  
Sonora, 95370**

**Minutes**

Call the meeting to order

Supervisor Kirk called the meeting to order at 10:01 a.m. and confirmed a quorum was present.

Members present: Anaiah Kirk, Jaron Brandon, Jim Phelan, Jim Maddox, Dick Gaiser

Public Forum – The public may speak on any item not on the printed agenda. No action may be taken by the Committee. The amount of time allocated for the public forum is limited to 15 minutes.

Members of the public provided comments on the ruling regarding the use of fire retardant.

Stan with CSERC provided comment on the ruling regarding the use of fire retardants and permitting with the EPA.

Consideration of approving the minutes of the meeting held on May 3, 2023.

Jim Phelan made a motion to approve the minutes of May 3, 2023. Dick Gaiser seconded the motion. Supervisor Brandon noted an error in the title of his handout. The minutes were approved unanimously with title change noted.

4. Partner agencies updates

- A. USFS updates: none
- B. CalFire updates: none

- C. TUD updates: Don Perkins, TUD General Manager, provided a report on the treatment facility, testing for clean water happening in October. Recent construction on Mt. Elizabeth Road including the installation of 6 fire hydrants, Mt. Provo transmission lines, and road repairs to include an emergency exit. Committee members provided comments.

## 5. Committee Business

- A. Staff reports and recommendations
  - a. Eric Erhardt provided a report and handout titled “Federal Court sides with counties cities, and forestry groups, ruling USFS may continue use of aerial fire retardants to fight wildfires”.
  - b. Eric Erhardt noted that the Board of Supervisors voted not to renew the water agency consultant contract and approved the elimination of the natural resource analyst position and that the Board of Supervisors voted not to renew the water agency consultant contract and approved the elimination of the natural resource analyst position.
- B. Committee member reports - None

## 6. Discussion Items

- A. Letter on AB625 – Forest Biomass Waste Utilization Program

Mark Fischer, Administrative Analyst provided a report that AB625 is held until at least January 2024. Committee members provided comments with the direction that this item is to be re-visited in January.

- B. Discussion regarding fire hazard clean-up and available resources

Dore Bietz, Office of Emergency Services, provided a report on storm clean-up, green waste planning calendar, applying for grants, and tree hazard clean-up. Responding to opportunities with RCD and staying in contact with Lindsey Mattos and other partners. Wildfire defensible space projects will begin July 01, 2023.

Supervisor Kirk requested topic suggestions for the next meeting. Water Rights and related topics were mentioned.

### Adjourn

Supervisor Kirk adjourned the meeting at 10:45 a.m. and announced the next meeting scheduled for July 5, 2023

**To: The California State Water Resource Control Board**

**Subject: Comment Letter – Proposed Making Conservation a California Way of Life**

This letter is written on behalf of the County of Tuolumne Board of Supervisors and Urban Retail Water Suppliers within Tuolumne County. It will provide a brief context followed by recommendations for locally appropriating the efficiency standards mandated by AB 1668.

**Vulnerable Conditions**

To craft an equitable conservation standard for Tuolumne County, and many similar settings, the following conditions need to be understood as they are prevalent in most rural, headwater communities.

Economic vulnerabilities: Our County has a low per capita population density and widespread economically disadvantaged communities (DAC). This results in decreased economic drivers to affect efficiency improvements. Widespread improvements in infrastructure modernization or monitoring to be implemented on a short timeline are simply untenable when these cost increases are disproportionately assigned to ratepayers.

Physical vulnerabilities: Rural communities such as ours are at inordinate risk for the related disaster conditions of drought, flood and wildfire. Resources to respond to these events and community infrastructure to mitigate these risks are outpaced by changing climate and other factors. Water supply systems, including fire water, have less storage, diversification and redundancies than those in more developed regions. Any efficiency standards in the name of drought resilience must also consider all resilience risks and benefits.

**Recommendations:**

Economic Feasibility: Compliance standards need to be commensurate with communities' ability to fund these improvements. The currently available assistance from State grants and agreements is insufficient to offset the cost borne by taxpayers and utility ratepayers. Moreover, compliance schemes that focus on punitive actions of fines or grant ineligibility will only function to push the most disadvantaged communities further under.

Standards Flexibility: Avoiding overly prescriptive standards requirements will allow for local innovation and best practice identification appropriate for the setting and conditions of local jurisdictions. This is especially important as it applies to CII requirements.

Streamlining monitoring and reporting requirements will need modification and safeguards to ensure that costs are not arduous. This will ensure that efficiency dollars go toward best practice improvements, not accounting red-tape.

Consider all risks and benefits: There is a need for cautious avoidance of unintended consequences. Standards need mindful intention to leverage multiple benefits and avoid risk. Consider, for example, the risks associated with sustained outdoor water use restrictions in community settings. Over time, this would lead to more dead and water-stressed trees and landscape vegetation. This in turn would lead to increased community wildfire risk, higher insurance rates, decreased property values,

decreased air quality, increased home and workplace cooling costs, etc. By contrast, augmenting rate structures or other means to allow increased outdoor water use during above-normal water years would mitigate these risks to mature trees and vegetation together with these embedded impacts. In Tuolumne County this could be done without decreasing usable water supply for downstream users in most wet years. Moreover, this would have a throttling effect on drought/flood conditions for downstream water users. As is the case with agricultural land, rural mountain communities can function to infiltrate ground water infiltration when excess water is a liability so that it is available when it is scarce.

At the risk of oversimplification, this example demonstrated the importance flexible system guidelines that are matched the conditions of their setting. When empowered with the needed additional resources, rural communities can be responsible stewards of California's water system. Thank you for your consideration and commitment to building equitable solutions for California's rural communities.

DRAFT

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Jaron Brandon, *Fifth District*

Natural Resource Committee  
Wednesday, November 1<sup>st</sup>, 2023 @ 10:00 am  
Board of Supervisors Chambers  
2 S. Green Street, 4<sup>th</sup> Floor, Sonora, CA 95370

AGENDA

1. Call the meeting to order
2. Public forum – The public may speak on any item not on the printed agenda. No action may be taken by the Committee. The amount of time allocated for the public forum is limited to 15 minutes.
3. Consideration of approving the minutes of the meeting held on October 4<sup>th</sup>, 2023.
4. Partner agencies updates
5. Committee business
  - A. Staff reports and recommendations
    - a. Update on submitted grant proposals and pertinent upcoming events
  - B. Committee member reports
6. Discussion Items
  - A. Topic recommendations for 2024 committee Strategic Priorities
7. Adjourn  
The next regular meeting scheduled for December 6<sup>th</sup>, 2023.

In accordance with Government Section 54954.3(a), the public may comment on any item on the agenda. In accordance with the Americans with Disabilities Act, if you need special assistance (i.e., auxiliary aids or services) in order to participate in this public meeting, please contact the County Administrator's Office, (209-533-5511). Notification 48 hours prior to the start of the meeting will enable staff to make reasonable accommodations to ensure accessibility to this public meeting.



Membership Roster

<b>Name</b>	<b>Position</b>	<b>Group</b>
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Kathleen Haff	Vice Chair	County
Jim Phelan	Member	TCRCD
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Delegate	Member	Hetch Hetchy
Delegate	Member	GCSD
Delegate	Member	TUD
Sean Hembree	CAO Staff	County

In accordance with Government Section 54954.3(a), the public may comment on any item on the agenda. In accordance with the Americans with Disabilities Act, if you need special assistance (i.e., auxiliary aids or services) in order to participate in this public meeting, please contact the County Administrator's Office, (209-533-5511). Notification 48 hours prior to the start of the meeting will enable staff to make reasonable accommodations to ensure accessibility to this public meeting.

## **Item 6.A. Attachment**

### **Natural Resource Committee Strategic Priorities (*Proposed*)**

- Support our local water utility partners in their effort to modernize and improve water supply and mitigate risk.
- Maintain awareness of pertinent legislation and policy regarding water and natural resources and provide recommendations for advocacy as appropriate.
- Facilitate public land use access and recreation while balancing and mitigating natural resource impacts from overuse/misuse
- Promote forest health and watershed resilience through innovative solutions and capacity building.

In accordance with Government Section 54954.3(a), the public may comment on any item on the agenda. In accordance with the Americans with Disabilities Act, if you need special assistance (i.e., auxiliary aids or services) in order to participate in this public meeting, please contact the County Administrator's Office, (209-533-5511). Notification 48 hours prior to the start of the meeting will enable staff to make reasonable accommodations to ensure accessibility to this public meeting.

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Jaron Brandon, *Fifth District*

**Natural Resource Committee  
Wednesday, October 4, 2023 @ 10:00 am  
Board of Supervisors Chambers  
2 S. Green St., 4<sup>th</sup> Floor  
Sonora, 95370**

**Minutes**

1. Call the meeting to order  
Vice Chair Haff called the meeting to order at 10:01 A.M. and confirmed a quorum was present.
2. Members present: Kathleen Haff, Jim Phelan, Jim Maddox, Chris Trott, Adam Mazurkiewicz (Hetch Hetchy), Dianna Beasley (Tuolumne Me-Wuk), Pete Kampa (GCSD), Ron Ringen (TUD), Sean Hembree (staff)
3. Public Forum – The public may speak on any item not on the printed agenda. No action may be taken by the Committee. The amount of time allocated for the public forum is limited to 15 minutes. – None
4. Consideration of approving the minutes of the meeting held on June 7<sup>th</sup>, 2023.  
Jim Maddox made a motion to approve the minutes of June 7<sup>th</sup>, 2023. Jim Phelan seconded the motion. The minutes were approved unanimously with title change noted.
5. Consideration of Comment letter for the State Urban Water Supply Conservation Regulation (AB) 1668
6. Partner agencies updates
  - a. USFS updates: Ben Cossell gave a report on the status of prescribed burn projects in the Stanislaus Forest noting that there had been approximately 17,000 acres burned this year. He indicated that a new Summit District Ranger and Deputy District Ranger appointments had been made. NEPA scoping for non-motorized trails is underway. It was noted that a locality adjustment from the Forest Service Office of Budget Management was not expected to include allowances for Tuolumne County staffing in the coming year.

- b. CalFire updates: none

## 7. Committee Business

- a. Staff reports and recommendations
  - i. Sean Hembree gave a report about planned WaterSMART Grant proposal in partnership with UC Merced, Turlock Irrigation District, US Forest Service

## 8. Committee member reports

- a. Pete Kampa (GCSD): Multiple projects are underway or near completion including: planning for a 100,000 gallon alternative water supply tank to service the Big Oak Flat area – a water filling stations for drought contingency – replacement of backup generators for sewer lift stations – completion of the Hetch Hetchy Railroad Trail (1.8 miles)
- b. Ron Ringen (TUD) EN2 Contractor identified raw water drafting locations for fire suppression.

## 9. Discussion Items

- a. Topic Recommendations for 2024 Committee priority actions and work plan
  - i. Engagement of NEPA public scoping period
  - ii. Fuel thinning of WUI communities
  - iii. Additional topics will be considered by members and will be brought for discussion at the next meeting

- 10. Adjourned: Vice Chair Haff adjourned the meeting at 11:06 A.M. The next meeting scheduled for Nov 1<sup>st</sup>, 2023



## **BOARD MEETING AGENDA SUBMITTAL**

---

**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** November 14, 2023

**SUBJECT:** Agenda Item 6D: Adoption of a Resolution Accepting the 2023 Integrated Water and Wastewater Master Plan

---

### **RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to Adopt Resolution 49-2023 Accepting the 2023 Integrated Water and Wastewater Master Plan.*

### **BACKGROUND:**

The district completed its first water and sewer master plans in 2001 primarily to evaluate capacities and improvements necessary to serve a proposed large master planned community. The 2001 plans also identified a number of necessary water and sewer system improvements that were subsequently completed with bond funds. The master plan residential community never materialized.

The District entered into agreement with Wood Rodgers, Inc on August 7, 2019 for the preparation of an updated water and sewer master plan. The purpose of the master plan update was to focus less on future growth and document the condition of our existing major infrastructure, system deficiencies and areas for future improvement; evaluate options and recommend a capital improvement plan. This planning document is then used to plan major infrastructure improvements, identify priorities and establish financial and financing plans for these expensive projects.

The master plan took more than double the expected time for completion, partially due to the lack of data and the lack of accurate documentation regarding our water and sewer systems. We discovered that much of the engineering documentation had been lost in the cyber-attack that occurred nearly a decade ago. In order for the master plan to identify any deficiencies and the capacities of our systems, a hydraulic model had to be developed by the consultant and since there was not complete accurate data available, many assumptions have to be made. Since we did not have digital files of our infrastructure that could be used to produce figures and graphics for the plan, the consultant had to pull what they could

from paper copies of our 2001 master plan and incomplete digital files provided by our district engineer. We also believe that changes in the engineering team and the COVID-19 pandemic also resulted in the lengthy delays.

District staff and our engineering firm have worked diligently for the past 18 months pouring through the draft master plans in detail and providing hundreds of comments and suggested changes. After commenting on five major draft revisions, we have come to the consensus that the master plan is complete and that additional corrections and revisions will be completed by the district engineer and District staff, with a final capital improvement program presented to the board for approval before the first of the year.

Due to the 277 page size of the master plan, an entire copy was not provided in the printed materials and a link to the document is provided below. Included in the printed materials with this agenda packet is the master plan executive summary which provides an overview of the evaluation conducted and the resulting water and sewer capital improvement projects. Also included in the agenda materials is the Master Plan table of contents. Please note that we are asking the consultant to provide additional background information on some of the recommendations such as lift station replacement and upsizing the 2G pipeline. The full master plan details the schedule for the recommended capital improvements, which we expect to also adjust in the coming months. The condition assessment and recommended improvements start on page 129 of the full master plan.

### **FINANCIAL IMPACT**

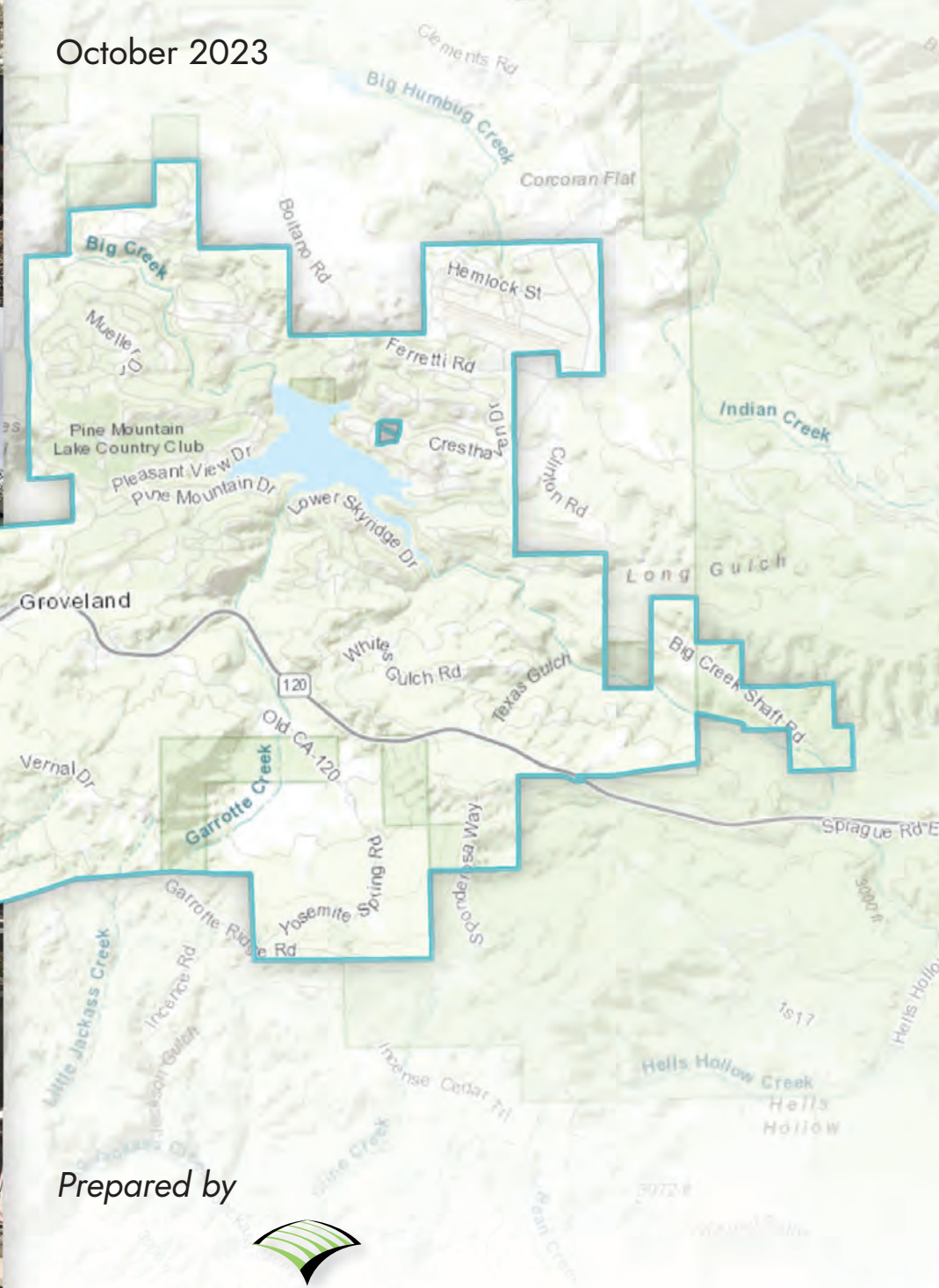
There is no direct fiscal impact for adoption of this plan however, the recommendations outlined in the plan will drive future financial plans, budgets, fees, rates and charges.

### **ATTACHMENTS:**

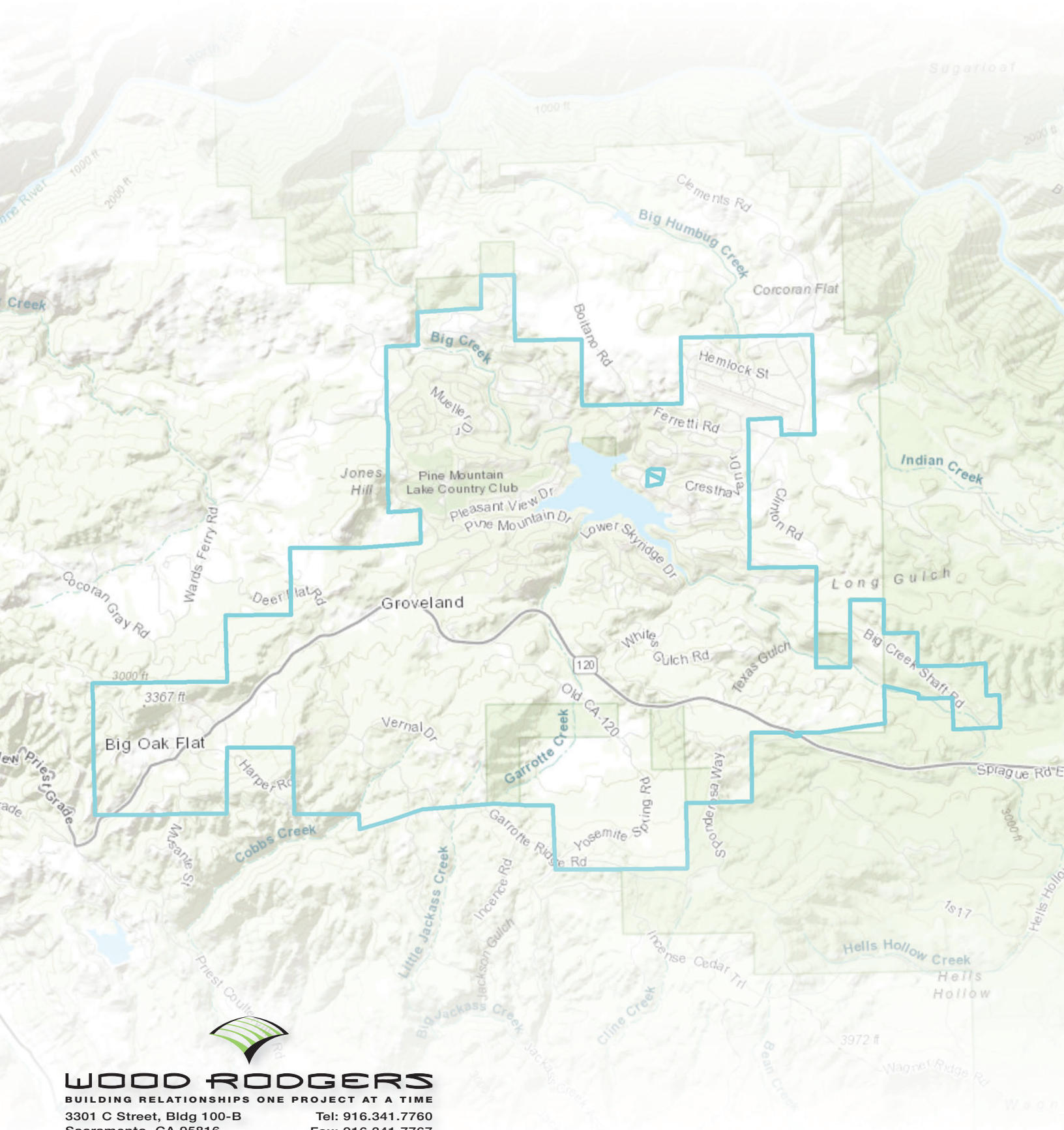
1. Master Plan Executive Summary
2. (Link) Water and Wastewater Masterplan
3. Resolution 49-2023

# Integrated Water and Wastewater Master Plan

October 2023



Prepared by



**WOOD RODGERS**  
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
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# Groveland Community Services District

## Integrated Water and Wastewater Master Plan

***FINAL***

October 2023

Prepared By:



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## **APPENDICES**

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Water Projects

Sewer Projects

## PREPARED BY:

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Ron Craig	Quality Assurance / Quality Control



## ACKNOWLEDGEMENTS:

Wood Rodgers would like to acknowledge the following District staff for their support during the course of the preparation of the IWWMP:

### District Board of Directors

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

### District Staff

Peter Kampa	General Manager
Alfonso Manrique, PE	District Engineer (contract)
Brandon Cauble	Assistant Engineer (contract)
Luis Melchor	Operations Manager
Greg Dunn	Chief Plant Operator

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## LIST OF ABBREVIATIONS

2G	Second Garrote
AC	Acre
ACP	Asbestos Cement Pipe
ADD	Average Day Demand
ADWF	Average Dry Weather Flow
AWS	Alternative Water Supply
AWWA	American Water Works Association
BC	Big Creek
BOD	Biological Oxygen Demand
BOF	Big Oak Flat
CalOES	California Governor’s Office of Emergency Services
CFC	California Fire Code
CF	Cubic Feet
CFS	Cubic Feet per Second
CIP	Capital Improvement Plan
CML&C	Cement Mortar Line & Coated
DDW	Division of Drinking Water
DIP	Ductile Iron Pipe
DU	Dwelling Unit
DWR	California Department of Water Resources
FM	Force Main
FPS	Feet per Second
FT	Feet
GAL	Gallons
GCSD	Groveland Community Services District
GPM	Gallons per Minute
HP	Horsepower
I/I	Inflow and Infiltration
IWWMP	Integrated Water and Wastewater Master Plan
IRWM	Integrated Regional Water Management
KFT	Thousand Feet
kW	Kilowatt
LF	Linear Feet
LS	Lift Station
MDD	Maximum Day Demand
MG	Million Gallons
MGD	Million Gallons per Day
MH	Manhole
MI	Mile(s)
NPDES	National Pollutant Discharge Elimination System

PDWF	Peak Dry Weather Flow
PHD	Peak Hour Demand
PML	Pine Mountain Lake
PRS	Pressure Reducing Station
PRV	Pressure Reducing Valve
PS	Pump Station
PVC	Polyvinyl Chloride
PWWF	Peak Wet Weather Flow
RWQCB	Regional Water Quality Control Board
SFPUC	San Francisco Public Utilities Commission
SS	Sanitary Sewer
STL	Steel
SWRCB	State Water Resources Control Board
TDH	Total Dynamic Head
USGS	United States Geological Survey
UV	Ultra-violet
VCP	Vitrified Clay Pipe
WDR	Waste Discharge Requirements
WTP	Water Treatment Plant
WWTP	Wastewater Treatment Plant

## EXECUTIVE SUMMARY

The Groveland Community Services District (GCSD or the District) was established in 1953 to serve the communities of Groveland and Big Oak Flat in Tuolumne County, California. In the 1970s, the Boise Cascade Company developed the area to the immediate northeast of Groveland, known as Pine Mountain Lake (PML), which significantly increased the customers within the District's service area. The PML community includes a golf course, airport and approximately 5,000 residential lots. GCSD provides potable water, recycled water, wastewater collection and fire protection services to its customers.

GCSD last prepared a Water Master Plan and Sewer Master Plan in 2001. Since 2001, the amount of development within the District boundary has not changed significantly. However, there have been significant changes with respect to water consumption, regulations and the age/condition of its water and wastewater assets.

The purpose of this project is to prepare an Integrated Water and Wastewater Master Plan (IWWMP, Master Plan or Project) that provides the District with a current snapshot of the potable water and wastewater collection system facilities and develops a roadmap for the required system improvements. The IWWMP includes discussions to identify operational efficiencies and compliance with existing and future regulatory requirements.

Included in this Master Plan is the establishment of the minimum performance criteria and planning criteria to be utilized in the water system and wastewater system analysis and evaluation. The criteria identified herein was used to determine if existing deficiencies exist within each system and will be used to determine and size the recommended improvements.

The District comprises approximately 9,371 acres within Tuolumne County (County). An analysis of the parcel data within the District boundary concluded that approximately 2,006 acres (approximately 21% of the District boundary) are currently developed. The population within the District boundary is estimated to be 3,500 persons.

During the preparation of this Master Plan, significant socio-economic events occurred, and policies implemented that have affected housing and land use conditions in California. Specifically, the Covid-19 pandemic has resulted in a migration from urban to rural settings, inflation has resulted in significantly higher housing costs, which is resulting in an increase in higher-density land use. These items, as well as others, have impacted the current and potential future population within the District's service area. Land use and housing is a dynamic and changing condition, it is prudent for the District to plan infrastructure improvements conservatively to account for changing conditions, and to be diligent in evaluating the impacts of all potential development projects within the service area.

With the anticipated and known development the population growth within the District is summarized in **Table ES-1**.

**Table ES-1: Total Future Population Projections within District**

	2020	2025	2030	2035	2040
Persons	3,500	4,307	4,432	4,557	6,880

The existing and future water demand projections are summarized in **Table ES-2** and **Table ES-3**.

**Table ES-2: Existing Water Demand Summary**

Demand Condition	Production		Consumption	
	(gpd)	(gpm)	(gpd)	(gpm)
ADD	340,839	237	265,168	185
MDD	944,124	656	734,515	510
PHD	1,888,248	1,311	1,469,030	1,020

**Table ES-3: Total Future Water Demand Projections (gpm)**

Demand Condition	2020	2025	2030	2035	2040
ADD	185	193	197	210	223
MDD	510	532	543	578	613
PHD	1,020	1,064	1,086	1,156	1,226

The existing and future water demand projections are summarized in **Table ES-4** and **Table ES-5**.

**Table ES-4: Existing Wastewater Generation (gpd)**

Demand Condition	Wastewater Generation	
	(gpd)	(gpm)
ADWF	119,000	82
PDWF	178,500	123
PWWF	416,500	287

**Table ES-5: Total Future Wastewater Generation Projections (gpd)**

<b>Demand Condition</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>
ADWF	119,000	129,294	134,510	151,126	167,743
PDWF	178,500	193,940	201,765	226,689	251,614
PWWF	416,500	452,527	470,785	528,942	587,099

A hydraulic model of the District’s water distribution system was developed using the Innovyze InfoWater Pro hydraulic modeling platform. The hydraulic model was used to evaluate the capacity of the distribution system, including fire flow availability and system operating pressures. A site visit and visual inspection was performed for each of the major water facilities, including the tanks, pumps stations and water treatment plants. Some of these recommendations will be folded into capital improvement projects, while many of the recommendations, such as are minor repairs, considerations and further observations are not implemented as CIP projects. Recommended projects for the District’s water system include projects to accommodate growth, repair and rehabilitate aging facilities, modernize the system, and increase system reliability and redundancy. A summary of the recommended CIP-Water projects is shown in **Table ES-6**.



**Table ES-6: Water CIP Summary**

Project No.	Project Name	Total Cost
W01	Close Loop on Upper Sky Ridge Drive (PML-C)	\$ 115,000
W02	Close Loop on Old State Route 120 (GL-SE)	\$ 629,000
W03	Upsize 2G PS Conveyance Pipeline	\$ 8,113,000
W04	Provide Redundant Pipeline from 2G Supply to PML	\$ 1,970,000
W05	Tank 4 / PML-NE PS Storage and Pumping Project for PML-zones	\$ 9,337,000
W06	WTP - Conversion to Packaged Filtration System - Conceptual Study	\$ 150,000
W07	Fire Hydrant Replacement Program	\$ 7,410,000
W08	GL-S Zone Small Diameter Pipe Replacement	\$ 753,000
W09	PRV Replacement Program	\$ 2,630,000
W10	Tank 1 Recoating	\$ 163,000
W11	ACP Replacement Program	\$ 10,104,000
W12	Boitano Road Pipeline and PRV	\$ 718,000
W13	Second Garotte PS Upgrades	\$ 3,249,000
W14	Service Line Replacement Program	\$ 4,114,000
W15	Generator Replacement Program	\$ 447,000
W16	Complete SCADA System Upgrades	\$ 150,000
W17	Water System GIS and Hydraulic Model Updates	\$ 50,000
W18	Valve and ARV Replacement Program	\$ 1,410,000
W19	Tank 5 Recoating and Repairs	\$ 42,000
W20	Dunn Court PS Improvements	\$ 477,000
W21	Smart Meter / Data Logger Install	\$ 50,000
W22	Implement Leak Detection / Pipeline Condition Assessment	\$ 159,000
W23a	Drought Improvement Project - New Groundwater Well (at Tank 5)	\$ 1,105,000
W23b	Drought Improvement Project - New 140,000 Gal Tank at Tank 5 Site	\$ 2,710,000
W24	Small Diameter Pipe Replacement Program	\$ 6,757,000
	<b>TOTAL</b>	<b>\$ 62,812,000</b>

A hydraulic model of the sewer collection system was developed using the InnoVize InfoSewer hydraulic modeling platform to evaluate various operating scenarios and system capacity. An evaluation and assessment of the WWTP was performed with District staff to identify potential deficiencies. A summary of the immediate short-term and longer-term remedies to current issues and problems are included herein. An evaluation and assessment of the lift stations was performed with District staff to identify potential deficiencies. Recommended projects for the District’s sewer system include prioritizing projects to identify and mitigate the inflow and infiltration (I/I) in the system. By mitigating the system I/I, any capacity issues within the collection system and at the WWTP will likely be resolved. A summary of the recommended CIP-Sewer projects is shown in **Table ES-7**.

**Table ES-7: Sewer CIP Summary**

<b>Project No.</b>	<b>Project Name</b>	<b>Total Cost</b>
SS01	Flow Monitoring & I/I Study	\$ 144,000
SS02	CCTV Inspection Program	\$ 1,598,000
SS03	Pipeline and MH Rehabilitation Program	\$ 10,453,000
SS04	Lift Station Inspection Program	\$ 134,000
SS05	Lift Station Rehabilitation Program	\$ 2,109,000
SS06	Implement Odor Control Measures at LS 5, 7, 10, 11, 13, 15, 16	\$ 2,367,000
SS07	Replace Lift Station 5	\$ 1,335,000
SS08	Install Generator and Pump at Lift Station 4	\$ 525,000
SS09	WWTP - Short Term Actions	\$ 1,539,000
SS10	WWTP & Recycled Water Master Plan	\$ 270,000
SS11	Force Main Cleaning & Inspection Program	\$ 651,000
SS12	Replace Lift Station 2	\$ 1,448,000
SS13	Replace Lift Station 8	\$ 1,493,000
SS14	Replace Lift Station 7	\$ 1,380,000
SS15	Replace Lift Station 13	\$ 1,515,000
SS16	Reconfigure LS 6 to Bypass LS 7 in an Emergency	\$ 276,000
SS17	Install Permanent Effluent PS	\$ 415,000
SS18	Septic to Sewer Feasibility Study	\$ 164,000
SS19	Odor Control Study	\$ 52,000
	<b>TOTAL</b>	<b>\$ 27,868,000</b>

## **RESOLUTION 49-2023**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ACCEPTING THE 2023 INTEGRATED WATER AND WASTEWATER MASTER PLAN**

**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 contracted for the preparation of its first master water and sewer plan in 2001, to evaluate water and wastewater system capacities and identify improvement needs in advance of anticipated new residential developments; and

**WHEREAS**, the life expectancy of most water and sewer infrastructure is fifty years and the majority of the District's water and sewer system is between fifty and seventy years old, and the number of system failures is increasing; and

**WHEREAS**, the District issued a request for proposals to secure a firm qualified to conduct a thorough engineering evaluation of its water and wastewater systems, identify deficiencies, plan for operating efficiencies, develop a plan and prioritize replacement and upgrade of critical infrastructure; and

**WHEREAS**, the District entered into agreement with professional engineering firm Wood Rodgers on August 7, 2019 for the preparation of an Integrated Water and Wastewater Master Plan, and

**WHEREAS**, the District has determined that the Integrated Water and Wastewater Master Plan prepared by Wood Rodgers, Inc. is substantially complete.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES** hereby approve Resolution 49-2023 accepting the 2023 Integrated Water and Wastewater Master Plan Prepared by Wood Rodgers, Inc.

**BE IT FURTHER RESOLVED** that District staff using the analysis contained in the Master Plans is hereby directed to prepare and present for Board consideration:

1. A final prioritized Water and Sewer Capital Improvement Plan/Program scheduled over a ten-year period
2. Technical memoranda supporting the capital projects and schedule if such recommendation is not contained in the accepted Master Plan

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

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

---

Nancy Mora, Board President

ATTEST:

---

Rachel Pearlman, Board Secretary

**CERTIFICATE OF SECRETARY**

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

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



## **BOARD MEETING AGENDA SUBMITTAL**

---

**TO:** GCSB Board of Directors

**FROM:** Jennifer Donabedian, Administrative Services Manager

**DATE:** November 14, 2023

**SUBJECT: Agenda Item 6E: Adoption of a Resolution Approving and Implementing the Revised District Communication Plan**

---

**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 50-2023 approving and implementing the revised District Communication Plan.*

**BACKGROUND:**

In 2018 the Board approved the District's Communication Plan. Since this time, the District has made some drastic changes in the way staff and management communicates important information to District constituents. This plan is a tool used by staff and the District's Social Media and Public Relations consultant to guide communication efforts.

The plan before the Board today has been updated to include these changes to better encompass the District's communication goals and objectives and means of delivery.

**ATTACHMENTS:**

1. Draft Communication Plan
2. Resolution 50-2023



# COMMUNICATIONS PLAN

Groveland Community Services District

## ABSTRACT

The District collects millions of dollars annually from ratepayers in the community. Where is this rate money spent? Who keeps the water flowing in my tap 24x7? Is my water safe and do we have enough for me to water my garden? Who is my wastewater provider and who controls them? The Groveland CSD (GCSD) has determined that public awareness and information of the critical public services it provides is essential. This Communication Plan describes the means to accomplish the goal of the District Board of Directors to increase public awareness of the District and improve its public image.

# GCSD COMMUNICATIONS PLAN

## EXECUTIVE SUMMARY

The Groveland Community Services District's communications typically can be categorized in the following key issues areas: Personnel/Organization, Financials/Accounting, Board, and Infrastructure/Capital Improvement. Staff has developed a Communications Plan covering all of these critical areas to maximize the District's budget and efficiency.

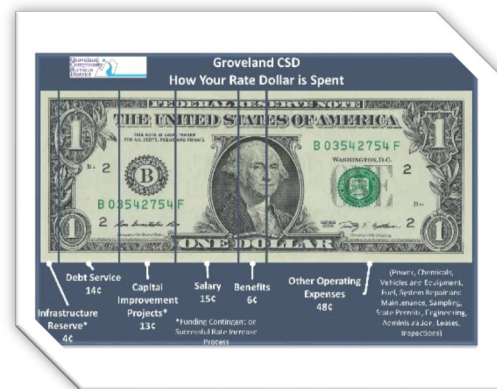
## GOALS

This Communications Plan has two major goals:

- To provide GCSD customers with a clear understanding of the District's operation, management and finances.
- To ensure that GCSD customers are aware of the high level of customer service and high quality of water, sewer, fire and park services provided by the District.

## TARGET AUDIENCES

- GCSD Customers
  - Active metered water and wastewater customers
  - Customers with second homes in the service area
  - Vacant land owners
  - Customers utilizing the District park facilities
  - Property owners who benefit from the fire services provided by the CSD
- Internal Communications
  - Customer service
  - Field operations
  - Training and advancement
- Media Relations
  - Local print/radio
  - Regional print/radio/broadcast/cable
  - Legislative Outreach
  - Local elected/appointed officials
  - Regional associations
- Public Agency Outreach
  - County/communities
  - Surrounding special districts and service providers
  - Service clubs and civic organizations



# GCS D COMMUNICATIONS PLAN

## RESEARCH

### DOCUMENT REVIEW

Staff reviewed the following documents and/or programs to prepare this Communications Plan:

- Groveland Community Services District Approved Management Objectives
- Website content at [www.GCSD.org](http://www.GCSD.org)
- Facebook and Instagram postings on a District specific site and on frequently visited sites such as NextDoor
- GCSD Board meetings/agendas/minutes
- Groveland Community Services Customer Service Requests

## OPPORTUNITIES

- To increase positive customer perception of GCSD customer service and quality of the delivery of water, sewer, park/recreation, emergency response and fire protection service over their cost.
- Knowledgeable and dedicated staff willing to support communications initiatives.
- New and expanding grant programs specifically for communication/education programs for sustainable customer communications.
- Inform of the fact that GCSD consistently provides high-quality services to its customers.
- Education and transparency for residents and property owners within GCSD of the intricacies and cost associated with providing critical public services.
- Secure feedback regarding community needs and interest in funding specific service levels.

## STRATEGIES

1. Engage GCSD staff to support communications efforts.
2. Focus branding and outreach efforts on programs that connect GCSD staff *directly* with high-quality service and programs.
3. Incorporate fact-based outreach for all major GCSD programs, plans and initiatives to help educate rate payers.
4. Improve Web-based outreach, including social media.
5. Secure consulting assistance with photography, information piece development, social media and program implementation.

## TACTICS

Tactics are the specific efforts and actions used to implement the Communications Plan. Each strategy has a unique set of tactics to be carried out by either GCSD or outside consultants as noted. Not all tactics will be feasible for implementation based on funding and/or staff availability; however, they should be considered when appropriate.



# GCSD COMMUNICATIONS PLAN

## 1. ENGAGE GCSD STAFF IN MULTIPLE DEPARTMENTS TO SUPPORT COMMUNICATIONS EFFORTS.

Currently communications efforts are planned, managed and implemented by GCSD administrative staff. Communications efforts have increased significantly over the last several years since the implementation of this communications plan. It is critical to engage a wider cross section of staff to develop materials, information and content for communications efforts. This will be successful and cost effective to implement by using an outside consultant to augment in important areas such as photography, social media site/content management, and advising program contact/focus based on community needs.

### Develop Internal Pool of Writers (GCSD Staff and/or consultants)

GCSD has identified the following positions to serve as conduits for information regarding their particular job/consulting function:

Staff Member	Expertise
General Manager	Leadership, Management and Legislation
C&D Operations Manager	Operations, Construction & Maintenance
Administrative Services Manager	Administration, Customer Service, Record Keeping, Finances, Web Presence and Reporting
Chief Plant Operator	Water and wastewater treatment
Consultant	Social media management, Staff Interviews and Expose Preparation, Photography and Information Piece Quality Review

It is anticipated the majority of these positions will commit to at least one to two hours per month to support this effort.

These staff members and/or consultants will:

- Prepare brief summaries of activities, news, programs and initiatives within their areas of expertise on a monthly basis, or as needed.
- Prepare brief stories and exposés that focus on staff members and/or service-driven actions as appropriate.
- Provide updates regarding progress/milestones achieved within their departments.
- Provide information on service needs and solutions identified or implemented, emergency responses, etc.
- Participation at community events such as the annual 49er Festival and Trunk or Treat.
- Participation at community organization meetings such as the Chamber of Commerce, Rotary Club, and Pine Mountain Lake.

This information will be used to populate newsletters, the GCSD website, social media, news releases and advertising efforts described in this Plan. We anticipate that overall management of these activities will be supervised by the General Manager and/or their designee; with implementation assistance from a third-party consultant.

# GCS D COMMUNICATIONS PLAN

## Develop Media Library (Photographs, video)

The District will develop a library containing a variety of photographs of all aspects of service delivery, including:

- Water and sewer utility maintenance, repair and emergency response
- Utility projects such as water or sewer line construction
- District equipment, vehicles and infrastructure
- Park facilities, their public use/community benefits and improvements
- Fire suppression, emergency response and related community services
- Governance and Administrative activities such as Board and/or meetings, customer service, public commendations and appreciations

The library will contain both high quality (high resolution/professional) photos and video, to show the level of detail necessary for ease in internal/customer understanding of the nature, subject and purpose of the photo and communication piece.

## Develop Internal GCS D Briefing (GCS D Staff and Board of Directors)

GCS D's employees and directors are not only the District's greatest asset for governance, administration, operations and maintenance; they can also serve a critical role in communications efforts. The vast majority are in fact customers of the agency they serve. They are the family, friends and neighbors of GCS D customers. Their ability to speak knowledgeably about basic programs and services is critical to the overall positive perception of GCS D's governance and management. Uninformed employees and directors can inadvertently contribute to misconceptions about operations, resulting in negative perceptions of the District.

A simple, straightforward summary of key projects, programs, milestones and initiatives will be shared with staff and the Board on a monthly basis via email, Board and staff meetings. This will be a simple standard email compiled by Staff based on items received from the internal writer pool.

## 2. FOCUS BRANDING AND OUTREACH EFFORTS ON PROGRAMS THAT CONNECT GCS D STAFF *DIRECTLY* WITH HIGH-QUALITY SERVICE AND PROGRAMS.

One of GCS D's largest operating expenses is its personnel. It is important for the District to demonstrate that the number and qualifications of employees is appropriate to deliver the level of service expected by GCS D customers; as well as to meet the requirements of state laws, permits and other mandates. Consistent reinforcement of this message is extremely important.

## Revise Advertising Strategy to Focus on Employees (GCS D)

All forms of advertising and education programs should use images and material that link GCS D employees with specific services, projects/programs and/or initiatives.

Staff members who appear in advertising or collateral materials should be asked in advance to give GCS D permission to use their images for educational purposes.

## Promote Both Department and Individual Achievement

When possible, GCS D should promote individual and/or department accomplishments or services. This reinforces the concept that staff members are ready to meet any challenge whether it's responding to a malfunctioning pump, a broken water main, a flood or a sewer spill. Real stories about real experiences

# GCSD COMMUNICATIONS PLAN

with real customers are a great way to connect the public with GCSD operations. These events should be photographed and cataloged as detailed above, with stories generated as part of the monthly reports prepared by the writing pool. Appropriate stories will be chosen for inclusion in the eNewsletters and/or considered for news releases as appropriate.

## 3. INCORPORATE FACT-BASED OUTREACH FOR ALL MAJOR GCSD PROGRAMS, PLANS AND INITIATIVES TO HELP EDUCATE RATE PAYERS.

GCSD will always have major projects, programs and plans to develop and implement.

Each of these efforts needs to have an education/visual component that clearly explains:

- The nature of the project;
- Why it is necessary;
- How much it will cost;
- Where that funding will come from;
- How it contributes specifically to GCSD's ability to provide high-quality service to its customers; and
- How it directly impacts the daily life of customers

GCSD will incorporate tasks specific to public outreach in Requests for Proposals and/or Qualifications as appropriate when seeking consultants for work on major projects, such as Master Plans. The costs for project-specific education and outreach will be assigned to those projects and not to the District's overall communications budget.

## 4. BETTER UTILIZE WEB-BASED OUTREACH.

### Revamp Website (GCSD Staff and Consultant)

It has become clear that the residents of GCSD are interested in more information to be accessible at the click of a mouse. Over the past few years, the District changed its outdated website platform and replaced it with a more user friendly one. The goal of this site is to make it a data base for customers to easily access public information that they would normally have to submit a Public Records Request for and make District information as transparent as possible.

### Consistently Update Site (GCSD Staff)

The GCSD site can and should serve as a primary source for up-to-date information regarding GCSD operations. It is important to update the site at least weekly with new information to keep website traffic coming back.

Staff members at all levels should be reminded of the importance and usefulness of the website and encouraged to promote the site to customers. This is especially important for Customer Service representatives. GCSD should ensure that all letterhead, materials, bills and emails include the proper web address. In addition, the District will work with the website designer and customers to include a form for site visitors to use to sign up for information, e-newsletters and notifications. Email addresses for customers interested in receiving newsletters and information will be gathered and entered into mass email programs by customer service staff.

# GCSD COMMUNICATIONS PLAN

## Baseline and As-Needed Customer Surveys (GCSD via SurveyMonkey)

GCSD has a very active community of customers who are willing to provide feedback to the District. Staff will actively collect emails to create a data base with which to send email blasts to our customers, leading them to a web-based survey intended to gather input on customer understanding of important baseline, the accuracy and understanding of which can be measured over time, such as where the district receives its water supply, where treated wastewater is disposed, number of District office staff, why employees must be state certified, how fire and park services are funded, etc. An increase in the level of customer understanding of the same indicator shows a positive impact of the communication plan.



## E-Newsletters for Customers (GCSD)

Postage and printing is expensive — e-mail is not. District customer service staff will use a variety of means to maximize the current email addresses on file for its customers, and seek their input on the types of communications they would like to receive.

E-newsletters will be graphic or photo prominent summary documents, with links to additional information, which can also be distributed to GCSD partners, elected officials, other agencies and service clubs.

## EVALUATION

It is important to measure the impact of any public education program in a meaningful way. The success of this program should be measured as follows:

- Increase in traffic to the District's website and social media platforms
- Increased public engagement
- Increase in rate payer knowledge regarding key District programs and projects. This should be tested via survey as described above. Additional indicators include increase in public comments and active participation in Board meetings.
- Increase in the percentage of rate payers who know where their water comes from, or how their treated wastewater is disposed, numbers of employees, why certifications are required, etc.

**RESOLUTION 50-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING AND IMPLEMENTING THE REVISED DISTRICT COMMUNICATION PLAN**

**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 Board adopted a Communications Plan in 2018 outlining the goals and objectives of District Communications with the public and constituents; and

**WHEREAS**, the way the District communicates with the public and constituents has greatly evolved since this plan was adopted; and

**WHEREAS**, staff has updated the District’s Communication Plan to reflect these changes.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES** hereby approve Resolution 50-2023 Implementing the revised District Communication Plan.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT

APPROVE:

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Nancy Mora, Board President

ATTEST:

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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 November 14, 2023.

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

**TO:** GCSB Board of Directors

**FROM:** Jennifer Donabedian, Administrative Services Manager

**DATE:** November 14, 2023

**SUBJECT:** Agenda Item 6F: Adoption of a Resolution Approving the Revised Consulting Agreement with Roni Lynn Rudy for Social Media Management and Other Public Outreach Services

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**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 51-2023 approving the revised Consulting Agreement with Roni Lynn Rudy for Social Media Management and other Public Outreach Services.*

**BACKGROUND:**

The District retained Roni Lynn Rudy for social media and public outreach services in 2019. In the time since the original contract was approved by the Board, the District has developed and implemented a robust and effective social media and public relations presence. The benefits of this relationship and work has been very prominent over the years and has been imperative in the district's ability to get accurate and important information about the many facets of the District and the important services it provides out to the public and constituents using communication mediums and methods appropriate and relevant for current times.

The contract before the Board today includes a scope of work that accurately outlines the duties and work performed by Roni Lynn Rudy on behalf of the District, which support the objectives of the District's Communication Plan.

**FINANCIAL IMPACT**

The annual fee for services is \$33,419, which is a 2% increase over last fiscal year. It also allows for a 2% increase annually for the life of the contract.

**ATTACHMENTS:**

1. Draft Public Relations Consulting Agreement
2. Resolution 51-2023

## SERVICES AGREEMENT

### Between the Groveland Community Services District and Roni Lynn Rudy for Social Media and Public Relations Management Services

This Services Agreement (“**Agreement**”) is entered into by and between the Groveland Community Services District, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (“**GCSD**”) and Roni Lynn Rudy (“**Contractor**”).

#### RECITALS

**Whereas**, GCSD has determined that it requires the following services from Contractor: social media and public relations management services; and

**Whereas**, Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

**Whereas**, Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, GCSD and Contractor agree as follows:

#### 1. DEFINITIONS

1.1. “**Scope of Services**”: Such services as are set forth in Contractor’s proposal to GCSD attached hereto as Exhibit A and incorporated herein by this reference.

1.2. “**Approved Fee Schedule**”: The compensation rates set forth in Contractor’s fee schedule to GCSD attached hereto as Exhibit B and incorporated herein by this reference.

1.3. “**Schedule of Work**”: The schedule that identifies when certain work and other items are to be completed and delivered to GCSD attached hereto as Exhibit A and incorporated herein by this reference.

#### 2. TERM.

The term of this Agreement will commence on July 1, 2023 and will expire on June 30, 2024, unless terminated sooner in accordance with Section 11 of this Agreement; provided, however, this Agreement may be renewed for up to three (3) years succeeding terms of twelve months (12) each, at the option of GCSD by written notice to Contractor at least thirty (30) calendar days before expiration of any term, of its intention to renew this Agreement. Nothing in this Agreement requires GCSD to renew or extend this Agreement.



### 3. CONSULTANT'S SERVICES

3.1 Contractor shall perform the services identified in the Scope of Services ("**Work**"). GCSD shall have the right to request, in writing, changes in the Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by a written amendment to this Agreement.

3.2 Contractor shall perform all Work to the standards of Contractor's profession. Contractor shall comply with all applicable federal, state and local laws and regulations.

3.3 During the term of this Agreement, the Contractor shall disclose to GCSD any financial, business, or other relationship with GCSD or its employees (apart from this Agreement).

3.4 Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any GCSD employee.

3.5 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the Work. All Work shall be performed by Contractor or under its supervision, and all personnel engaged in the Work shall be fully qualified and authorized to perform it under federal, state and local laws.

3.6 Contractor agrees to be as fully responsible to GCSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

3.7 Contractor shall perform the Work with resources available within its own organization and no portion of the Work shall be subcontracted without the prior written authorization of GCSD, except that which is expressly identified in the Approved Fee Schedule.

3.8 Contractor shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to Contractor by GCSD. Failure by Contractor to carry out this provision of the Agreement will be considered a material breach of this Agreement, which may result in the termination of the Agreement or other such remedy, as GCSD deems appropriate.

### 4. ADDITIONAL SERVICES

Additional services may be required by GCSD in connection with the Work. Such additional services shall be performed as set forth in a written amendment to this Agreement. Each amendment providing for additional services must list the scope of the additional services to be performed, state the time within which they are to be completed, delineate any special conditions, address any additional or different costs and the extent of their reimbursement, and state the compensation in accordance with the terms provided in Section 5 of this Agreement.

## 5. COMPENSATION, ALLOWABLE COSTS, AND PAYMENTS

5.1. All payments by GCSD to Contractor as required under this Agreement, unless otherwise explicitly provided, will be based on a fixed fee.

5.2. GCSD will pay to Contractor in accordance with the fee schedule contained in Contractor's Fee Schedule contained herewith.

5.3. Contractor will submit monthly invoices to GCSD, specifying Work completed. Each invoice must itemize the services rendered during the billing period and the amount due.

5.4. GCSD Agreement number must be listed on all invoices.

5.5. GCSD shall notify Contractor, in writing, of any disputed amounts included on the invoice. GCSD shall pay all undisputed amounts included on the invoice. GCSD shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

5.6. Payments for any services requested by GCSD that are not included in the Scope of Services must have prior written approval from GCSD.

5.7. GCSD is not obligated to pay any invoice submitted 180 days or more after a Product is shipped or Services are completed.

5.8. GCSD shall not advance Contractor for any costs in the performance of this Agreement. GCSD shall pay Contractor for any reimbursable costs upon 1) providing proper supporting documentation for the cost in its monthly billings and 2) completion of the activity in which the cost was incurred by the Contractor.

5.9. GCSD will make best efforts to reimburse Contractor within thirty (30) days of receipt of an acceptable invoice approved by the GCSD Project Manager. GCSD shall notify Contractor, in writing, of any disputed amounts included on the invoice. GCSD shall pay all undisputed amounts included on the invoice. GCSD shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

## 6. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to GCSD, a wholly independent contractor and not an employee of GCSD. Contractor shall have no power to incur any debt, obligation, or liability on behalf of GCSD or otherwise to act on behalf of GCSD as an agent. Neither GCSD nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of Contractor's agents or employees are, in any manner employees of GCSD.

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## 7. INDEMNIFICATION AND RISKS

7.1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend GCSD, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or any of its officers, employees, servants, or subcontractors in the performance (or non-performance) of the Work or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of GCSD's choice.

7.2. GCSD shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due GCSD from Contractor as a result of Contractor's failure to pay GCSD promptly any indemnification arising under this Section 7 or related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws, or (both (i) and (ii)), or any combination thereof.

7.3. The obligations of Contractors under this Section 7 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to GCSD, its officers, agents, employees and volunteers.

7.4. GCSD does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by GCSD, or the deposit with GCSD, of any insurance policy or certificate required pursuant to this Agreement. Contractor's obligations to defend, hold harmless, and indemnify GCSD will apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7.5. Contractor assumes all risk, hazards and conditions encountered in the performance of the work, such as, but not limited to, bad weather, delays in delivery of material and equipment, strikes and labor disputes (whether directed against Contractor, GCSD, any other contractor or agent of GCSD, or otherwise) and embargoes, and no extra payment or charge will be allowed on account thereof. Contractor further agrees not to hold GCSD responsible for any damage, loss or expense incurred by Contractor through the fault of any other contractor or agent hired by or for GCSD. All equipment hired by GCSD relating to the Work will be hired "wet"—meaning Contractor will be responsible for fuel and maintenance of all such equipment. Any damage to such equipment is at Contractor's sole expense.

## 8. INSURANCE

8.1. Contractor will not commence the Work until all insurance required pursuant to this Agreement is obtained at Contractor's own expense. Contractor shall furnish certification of insurance within five (5) days after this Agreement is executed and prior to issuance of the Notice to Proceed. Such insurance must have the approval of GCSD as to limit, form and amount. During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with

Contractor's performance of the Work or this Agreement (or both). Such insurance shall be of the types and in the amounts as set forth below:

8.1.1. The Contractor shall maintain Commercial General Liability Insurance on an occurrence basis including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage and Independent Contractors Liability Coverage with limits not less than the following:

- \$1,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$100,000 Damage to Premises Rented to You

8.1.2. Contractor shall maintain Umbrella/Excess Liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies. Umbrella limits may be used to satisfy limit requirements as long as the total amount of insurance is not less than the limits specified in this Agreement.

- \$1,000,000 Each Claim
- \$1,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate

8.1.3. Contractor shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than:

- \$1,000,000 Bodily Injury by Accident, Each Accident
- \$1,000,000 Bodily Injury by Disease, Policy Limit
- \$1,000,000 Bodily Injury by Disease, Each Employee

8.1.4. Contractor shall maintain Business Auto Insurance for all scheduled vehicles by the Contractor with a minimum liability limit of not less than \$1,000,000 per accident (combined single limit).

8.2. Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

8.3. The policy or policies required by this Agreement shall be issued by an admitted insurer or an approved insurer with the Surplus Line Association in the State of California and with a rating of at least A:VII in the latest edition of AM Best's Insurance Guide.

8.4. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, GCSD may immediately terminate this Agreement.

8.5. At all times during the term of this Agreement, Contractor shall maintain on file with GCSD a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming GCSD and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with GCSD such certificate(s).

8.6. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least ten (10) days prior to the expiration of the coverages.

8.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming GCSD and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled except on thirty days' prior written notice to GCSD. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "*endeavor*" with regard to any notice provisions.

8.8. The insurance provided by Contractor shall be primary to any coverage available to GCSD. Any insurance or self-insurance maintained by GCSD and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

8.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against GCSD.

8.10. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend set forth in this Agreement.

## 9. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and GCSD's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to GCSD:

Peter J. Kampa  
18966 Ferretti Road  
Groveland, CA 95321  
(209) 962-7161

If to Contractor:

Roni Lynn Rudy  
13480 W. Park Ave.  
Boulder Creek, CA 95006  
(209) 352-4424

#### 10. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 7 shall survive the expiration or termination of this Agreement.

#### 11. DEFAULT AND TERMINATION

11.1 Contractor shall be liable for any and all loss and damages sustained by GCSD as a result of delays resulting from any breach of this Agreement by Contractor.

11.2 All of the following shall constitute events of default, which is not an exclusive list:

11.2.1 Contractor's failure to perform in full or in material part any or all of its obligations under this Agreement.

11.2.2 Contractor's refusal or neglect to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality to complete or perform the Work, as per the Schedule of Work and as required by this Agreement.

11.2.3 Defective Work that is not remedied by Contractor.

11.2.4 The filing against Contractor of an involuntary petition seeking to declare Contractor a debtor under the Bankruptcy Code if such involuntary petition is not dismissed within thirty (30) days after filing, or the granting of an order of relief against Contractor by the Bankruptcy Court, the commission of any act of insolvency, or making of an assignment for benefit of creditors without GCSD's consent, or if for any cause a receiver shall be appointed for Contractor or Contractor's assets or interests under this Agreement.

11.2.5 Claims or liens or stop notices filed in connection with the Work or reasonable evidence indicating probable filing of a claim, lien, or stop notice, or if an attachment or execution or other writ or process shall be levied against any of Contractor's property and remain unsatisfied or undischarged for a period of more than five (5) days.

11.2.6 Contractor's failure to promptly pay any subcontractor.

11.2.7 Any act or omission by Contractor that would provide a basis for any claim by GCSD against Contractor under applicable law, whether for damages or other legal remedy.

11.3 In addition to any other remedy provided in this Agreement, upon the occurrence of any event of default, GCSD may, upon twenty-four (24) hours' notice to Contractor, without liability therefor and without prejudice to any other right or remedy: (i) provide itself, or through others, all or any portion of any labor, materials, equipment and other things, including any overtime Work, and do any other things which Contractor is failing to provide or to do in accordance with its obligations hereunder, and all costs and expenses incurred by GCSD in so doing shall be an indebtedness owed from Contractor to GCSD; (ii) terminate the services of Contractor hereunder and take possession of the site of the Work and all of the materials, tools, appliances and other property (including such as may belong to Contractor) thereon, and take over and finish the Work by whatever method GCSD may deem expedient for the account and at the expense of Contractor, and Contractor agrees in such event to pay GCSD on demand any and all costs and expenses, including compensation for additional managerial and administrative services incurred by GCSD in so doing; or (iii) whether or not GCSD exercises its rights under (i) and (ii) above, withhold any further payment of any kind whatsoever becoming due to Contractor under this Agreement until the situation has been wholly remedied (or, if GCSD shall exercise its rights of termination under (ii) above, until the Work has been Completed), at which time there shall be due to Contractor only the balance of any sum withheld which remains after deducting all sums payable, and a reasonable reserve for any sums which may become payable to GCSD, or on account of subsequently discovered facts, nullify, all or part of any payment owing or paid under Section 5 of this Agreement, to the extent necessary to protect GCSD from loss, including costs and reasonable attorneys' fees.

11.4 Should GCSD terminate this Agreement due to the default of Contractor, Contractor shall owe as a debt to GCSD all money damages sustained by GCSD, including without limitation the following:

- Any increased costs or fees required to perform the Work.
- Any delay damages, including increased bank penalties or interest and all other financial damage, caused by delay in completion of Work due to replacement of Contractor.
- All other costs and damages sustained by GCSD due to any default of Contractor.

11.5 If GCSD, in its subjective good faith judgment, determines that the Work has been improperly performed, has caused delay, or has caused damages to other work performed by others, and if Contractor refuses or for any reason is unable to correct or pay for the improper Work, damage, or cost of delay, GCSD may correct or pay for the correction of the improper Work, damages, or cost of delay and charge the costs to Contractor, which costs may be deducted from any monies owed by GCSD to Contractor.

11.6 GCSD may terminate this Agreement at any time without cause by notice to Contractor. If this Agreement is terminated without cause, Contractor shall be entitled only to one (1) payment for Work completed. Payment pursuant to this Section shall be in full satisfaction of Contractor's right of

compensation pursuant to this Agreement. It is agreed that Contractor shall not have any claim and shall not be entitled to recover monetary damages for lost or anticipated profits for remaining Work or for lost or anticipated profits based in any way on forgoing or not seeking, bidding or entering into other contracts or projects in reliance upon the Work under this Agreement.

## 12. GENERAL PROVISIONS

12.1. Contractor shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without GCSD's prior written consent, and any attempt to do so shall be void and of no effect. GCSD shall not be obligated or liable under this Agreement to any party other than Contractor.

12.2. During the performance of this Contract, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

12.3. The captions and headings (collectively "**Headings**") in this Agreement are intended to be descriptive only and for convenience in reference in this Agreement. Should there be any conflict between the Heading and the specific content of a section or paragraph, the specific content of the section and paragraph shall control and govern in the construction and interpretation of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

12.4. The waiver by GCSD or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by GCSD or Contractor unless in writing.

12.5. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be



necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Tuolumne County, California.

12.6. 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, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, 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 term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

12.8. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between GCSD and Contractor with respect to the transactions contemplated herein. No other prior oral or written Agreements are binding upon the parties. Amendments to this Agreement shall be effective and binding only if made in writing and executed by GCSD and Contractor.

12.9 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each of GCSD and Contractor shall deliver original counterparts to the other on or before FIFTEEN (15) days from the date hereof.

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

Roni Lynn Rudy

By: \_\_\_\_\_  
Peter J. Kampa  
General Manager

by: \_\_\_\_\_  
Roni Lynn Rudy  
Contractor

EXHIBIT "A"  
SCOPE OF SERVICES

The following are specific services and items to be provided by consultant for a cost-effective approach for Social Media and Public Relations services for community outreach and communication specific, but not limited to, District operations of water, wastewater, emergency response and fire protection, parks and recreation.

1. Social Media and Public Outreach Management

- a. Implementation of the District's Communication Plan by managing the District's social media platforms, keeping the public and workforce informed and engaging the public in the understanding of the District's operations, management, and finances. Ensuring that the public and District constituents are aware of the high level of customer service and high quality of water, sewer, fire and park services provided by the District.
- b. Develop and manage a 12-month calendar for District communications and an execution plan.
- c. Manage, develop, and monitor the use of social communication forms, including social media, print materials, media channels, and other communication methods that are available or might become available in the future.
- d. Provide recommendations and strategies as deemed appropriate to enhance the District's image, messaging, and brand identity.
- e. Provide crisis communication as necessary.
- f. Concept development, including quality graphic design.

2. Community Outreach

- a. Develop a monthly digital news platform to educate and advise subscribers on District issues, meetings, events, programs, services, and projects.
- b. Work with District staff and partners to gather news about the District for distribution via social media, e-news platforms, print, media channels, and the District website.
- c. Develop news releases, media advisories, articles, website content, and fact sheet for District events, initiatives, projects, and services.
- d. Provide Community outreach to ensure public engagement related to District ongoing activities and objectives.
- e. Examine existing and upcoming programs and initiatives of the District and develop strategies for promoting efforts in the community.

### 3. Public Relations

- a. Enhance the District's social media outlets, including providing strategic support for communication projects, initiatives, and campaigns designed to advance the District's vision, mission, image, and branding.
- b. Develop public relations strategies to raise public and community awareness of the District's upcoming events.
- c. Create messaging to drive interaction and share relevant content by providing opportunities to interact with the programs and services. Draft and edit news releases and media advisories, and distribute designated media outlets upon direction and approval by the District's General Manager or designee.
- d. Develop public relations strategies to raise public and community awareness of the District's matters upon direction and approval by the District's General Manager and Board of Directors.
- e. Work as an extension of staff to refine and develop new customer onboarding engagements via social media posts and content about the District services, meetings, projects, events, etc.
- f. Develop strategies for countering misinformation and misconceptions.
- g. Tracking and responding to stories, events, and crises, in the media that may benefit the District from a response on behalf of the District, upon direction and approval by the District's General Manager or designee.

### 4. Social Media

- a. Build messaging that can be used in various channels, including social media and paid traditional media, to target critical audiences through timely and relevant channels to drive awareness, create an emotional connection, educate on important actions, and drive traffic to the website.

### 5. Monthly Reports

- a. Submit monthly reports to the District summarizing activities during the previous month before identified due date.

EXHIBIT "B"  
FEE SCHEDULE

Annual Base Fee	\$33,419
Annual Increase Allowance	Up to 2%

**RESOLUTION 51-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE REVISED CONSULTING AGREEMENT WITH RONI LYNN RUDY FOR SOCIAL MEDIA MANAGEMENT AND OTHER PUBLIC OUTREACH SERVICES**

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

**WHEREAS**, the District retained Roni Lynn Rudy in 2019 for social media and public relations management and implementation of the District’s Communication Plan; and

**WHEREAS**, the benefits of this relationship and work has been imperative in the District’s ability to get accurate and important information about the many facets of the District and the important services it provides out to the public and constituents using communication mediums and methods appropriate and relevant for current times; and

**WHEREAS**, the District has developed a scope of work that accurately outlines the duties and work performed by Roni Lynn Rudy on behalf of the District, which support the objectives of the District’s Communication Plan; and

**WHEREAS**, the District wishes to retain Roni Lynn Rudy for its social media and public relations management.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES** hereby approve Resolution 51-2023 the revised Consulting Agreement with Roni Lynn Rudy for Social Media Management and Other Public Outreach Services.

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

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

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Nancy Mora, Board President

ATTEST:

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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 November 14, 2023.

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



**BOARD MEETING AGENDA SUBMITTAL**

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**TO:** GCSD Board of Directors

**FROM:** Jennifer Donabedian, Administrative Services Manager

**DATE:** November 14, 2023

**SUBJECT:** Agenda Item 6G: Adoption of a Resolution Commending Debra Percoco for her Efforts and Accomplishments while Serving the Groveland Community Services District

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**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 52-2023 commending Debra Percoco for her efforts and accomplishments while serving the Groveland Community Services District.*

**BACKGROUND:**

Resolution attached.

**ATTACHMENTS:**

1. Resolution 52-2023

**RESOLUTION 52-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT COMMENDING DEBRA PERCOCO FOR HER EFFORTS AND ACCOMPLISHMENTS WHILE SERVING THE GROVELAND COMMUNITY SERVICES 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**, Debra Percoco began working full-time for Groveland Community Services District on November 17, 2010 in the Administration/Finance Department; and

**WHEREAS**, during her time at the District, was responsible for the majority of the District's accounting and finance functions including, but not limited to accounts payable, payroll, budget development and management, and the annual audit; and

**WHEREAS**, the District has had clean annual audits and sound financial practices during her time performing the majority of the District's finance functions; and

**WHEREAS**, during her time at the District, has trained numerous employees and imparted invaluable knowledge and displayed unparalleled work ethic; and

**WHEREAS**, Debra is a catalyst of positivity and adored by all who have had the privilege to work along her side; and

**WHEREAS**, Debra is effectively retiring from the District on November 23, 2023; and

**WHEREAS**, the District is extremely grateful for her years of service and dedication to the District.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES** hereby approve Resolution 52-2023 commending Debra Percoco for her efforts and accomplishments while serving the Groveland Community Services District.

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

AYES:

NOES:

ABSTAIN:

ABSENT



APPROVED:

---

Nancy Mora, Board President

ATTEST:

---

Rachel Pearlman, Board secretary

**CERTIFICATE OF SECRETARY**

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

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