

REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road Groveland, CA 95321 (209) 962-7161 www.gcsd.org

AGENDA

July 9, 2024 10:00 a.m.

Location: 18966 Ferretti Road, Groveland CA. 95321

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

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

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

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

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

HOW TO SUBMIT PUBLIC COMMENTS:

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

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

ACCESSIBILITY INFORMATION:

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

AGENDA MATERIAL:

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

PUBLIC RECORDS:

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

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



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road Groveland, CA 95321 (209) 962-7161 www.gcsd.org

AGENDA

July 9, 2024 10:00 a.m. Location: 18966 Ferretti Road, Groveland CA 95321

Call to Order

Pledge of Allegiance

Roll Call of Board Members

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

1. Approve Order of Agenda

2. Public Comment

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

3. Information Items

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

A. Staff Reports

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

B. Proclamations

 Recognition of Robert Swan for his 11 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 June 6, 2024, Quarterly Workshop
- B. Approve Minutes from the June 11, 2024, Regular Meeting

- C. Accept June 2024 Payables
- D. Waive Reading of Ordinances and Resolutions Except by Title

5. Old Business

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

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

6. Public Hearing

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

7. Discussion and Action Items

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

- A. Adoption of a Resolution Authorizing the General Manager to Submit a Planning Application to the State Water Resources Control Board (SWRCB) as part of the Clean Water State Revolving Fund (CWSRF) to Explore the Feasibility of Connecting Existing Residential Septic Lots to the District's Sewer Collection System
- B. Adoption of a Resolution Approving an Employee Housing Rental Policy
- **8. Closed Session** (Public may comment on closed session item prior to Board convening into closed session)
 - A. Conference with Real Property Negotiators (Government Code Section 54956.8)

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

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

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

Under Negotiation: Price and Terms

B. Announcement of Action Taken in Closed Session

9. Adjournment

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





18966 Ferretti Road Groveland, CA 95321

Staff Report July 1, 2024

To: Board of Directors

From: Andy Murphy, Assistant Chief

By: Travis Chunn, Fire Captain

Subject: Monthly Activity Report – June 1, 2024 – June 30, 2024

Operations:

On June 2nd, 2024, at approximately 1:04 PM, GCSD Engine-781 was dispatched with Tuolumne County Engine-631 for a vehicle accident on Highway 120. Upon arrival, Cal Fire Engine-4466 was at the scene, where two vehicles were involved, each with one patient sustaining minor injuries.

The Incident Commander conducted a thorough assessment of the scene upon arrival, swiftly identifying the critical needs of the situation. Clear and concise communication channels were established, ensuring seamless coordination among all responding units and agencies involved in the operation. Emergency personnel assisted with traffic control until the vehicles could be safely removed.







18966 Ferretti Road Groveland, CA 95321

Operations:



On June 1st, 2024, at approximately 7:38 AM, GCSD Engine-781 was part of a dispatch with TCFD Engine-631, Cal Fire Engine 4466, a Battalion Officer, Safety Officer, Tuolumne County Ambulance Medic 41, and several CHP units dispatched to a vehicle over the bank near the top of Old Priest Grade Road.

Upon arrival, E-4466 located the vehicle approximately 250 feet below the roadway. One occupant was found trapped with serious injuries. Given the challenging terrain, CHP Copter was called in for a hoist rescue operation. Ground crews successfully extricated the patient from the vehicle and transferred the patient to an air ambulance at a nearby helipad.









18966 Ferretti Road Groveland, CA 95321

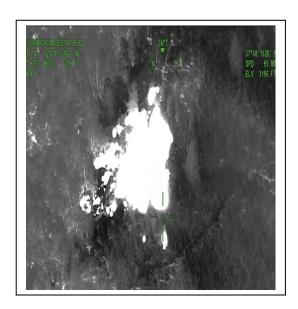
Operations:

On June 22nd, 2024, at approximately 4:55 PM, GCSD Engine-781 was part of a dispatch to a vegetation fire with multiple resources in the area off Priest Coulterville Road. Due to the challenging terrain and accessibility, Cal Fire's Columbia Air Attack Base deployed air resources to the scene. Upon arrival, they found a half-acre brush fire near the ridge top with a slow rate of spread.

Air tankers and a helicopter crew were instrumental in containing the fire's spread until ground engines could reach the location and provide additional support. The fire was successfully contained, limiting its size to 1.3 acres with low range spotting. The fire is under investigation.









Groveland Community Services District Fire Department / CALFIRE 18966 Ferretti Road Groveland, CA 95321



Apparatus and Equipment:

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

Training:

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

- FAE Santiago Martinez- attended Instructor 1 in Riverside.
- FAE Rex Doo- attended ICS 300 in Oakdale.
- **Hose Evolutions**
- Extrication
- Patient Packaging
- Ladders
- High Pick Point Rope Anchor
- Extrication
- **Patient Packaging**
- Narcan
- Epinephrine
- AED & Lucas Device





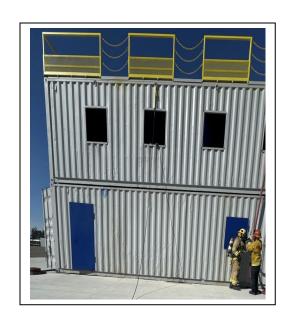
18966 Ferretti Road Groveland, CA 95321

Training:



During the month of June, FAE Santiago Martinez attended the Castle Fire Academy in Atwater and served as an adjunct instructor, enriching the training environment with practical experience and knowledge tailored for seasonal firefighters for Cal Fire's Firefighter 1 Bridge Academy. This academy offers training in firefighting tactics, equipment operation, and teamwork strategies. The program leads to a certification by California State Fire Marshal as a Firefighter 1, recognized under Cal Fire's standards completion of the Bridge Academy qualifies firefighters to attend the four-week promotional academy instead of the standard seven-week Cal Fire FFA, enabling quicker deployment of personnel to the field.





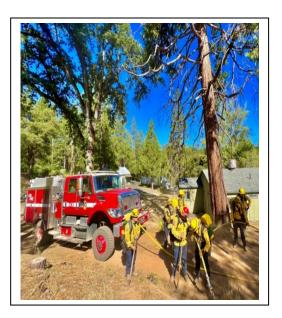




18966 Ferretti Road Groveland, CA 95321

Training:

During the month of June, during training, Company Officers were actively engaged in refining their strategies to effectively combat wildfires. They honed their skills in adaptive tactics that responded to the evolving behaviors of fires, ensuring they could swiftly adjust their approaches as conditions changed. Taking on leadership roles in incident command scenarios, they demonstrated an understanding of variables such as wind patterns and terrain characteristics, which were pivotal in shaping their firefighting strategies, ensuring they are well-prepared to handle the complexities of wildfire management.











18966 Ferretti Road Groveland, CA 95321

Fire Department News:

In the absence of GCSD Mechanics, Cal Fire Mechanics R4435 and R4436 attempted to troubleshoot (Error Codes) on GCSD Engine-781. The engine was taken out of service in early June, due to persistent stop engine codes from wiring issues. Based on the mechanics' recommendation, the installation of a new wiring harness was made to address the ongoing issues effectively. Diagnostic procedures continued after the harness arrived and was installed, ensuring that Engine-781 met safety standards and operated without further (Error Codes). A 90 Day compliance was Completed by GCSD Mechanic to complete the In -Service requirements.



MONTH - June 2024

Alarm Sounding	5
Odor Investigation	0
Debris Fire	0
Medical Aid	29
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	0
Smoke Check	1
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	2
Vehicle Accident	5
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	42

STATION 78

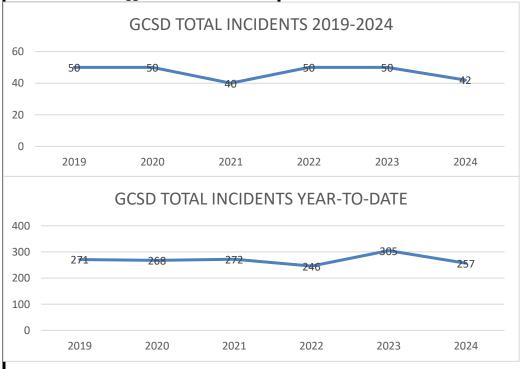


Auto Aid	Given
Tuolumne County	5

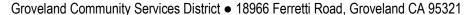
INC# 6890 Vehicle Accident HWY 120
INC # 6924 Vehicle accident Priest grade
INC# 7314 Vehicle Aciddent New priest Grade
ICN# 7576 Vehicle Fire Old priest grade
INC# 7968 Vegetation Fire Priest Coulterville rd
TCFD E-631: 35 Calls

ALS			
Yes		No	
	18		11

Last Call Logged Run # 8368



CERT Groveland/Big Oak Flat/Moccasin





Report to GCSD Board for July 2024

- GCERT is planning the following Team meetings in 2024. Jul 27, Sep 28, Oct 26.
- GCERT meeting Jun 29 topic Practice for Firefighter Rehab.
 15 were in attendance. We finished the FEMA training session and proceeded to stand up a Rehab station tables, chairs, canopy. All took vitals of the firefighters.
 Many thanks to the Firefighters who lent us their expertise, particularly their vitals.
- GCERT did meet in May with CSU to discuss 49er Festival activities.
 We are planning of community preparations.
 BobA met with CHP commander to review.
- GCERT will complete background checks for all certified members.
- GCERT will be partnering with PML S&SC for Community and Personal Preparedness Workshops July 21st at PML Lake Lodge. We will make arrangements for those living outside PML to attend. Another workshop is planned shortly thereafter.
- GCERT has 25 participants, 26 inquiring people and 16 fully certified members.
- GCERT has notified FD that our Firefighter Rehab vehicle is operational. It is equipped with all necessary equipment to Go Live. (Funded by Adventist Health Grant). GCERT is also available for Traffic Control deployment.
- Tom Hernandez is the GCERT Team Leader. Len Otley is our Training Officer. Sam Park is the Logistics Officer.
- I will be applying for a grant from Sonora Foundation for CERT Basic Training in association with TC OES. The next Basic CERT training will be in the Fall 2024.



Information Provided By

O&M Manager: Luis Melchor Operations Supervisor: Open Position Maintenance Supervisor: Andrew Klein Administration Services Technician: Rachel Pearlman

Utility Billing Specialist: Meghan Atkins

Operations and Maintenance Report June 2024

Operations Department

Wastewater Treatment Division

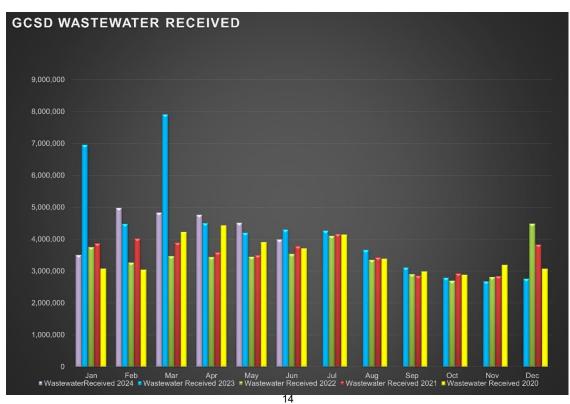
Influent Totals		
	3.99	
	0.13	
	0.19	
	0.07	
Wasting Totals		
	160	
Total Pounds		
Active Accounts		
	ng T	

Effluent Totals		
Total	4.02	
Average	0.13	
High	0.20	
Low	0.07	

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

STP Rainfall Totals by Year During Current Month (Inches)					
Season	n 2024 2023 2022 2021 2020				
32.29	0.00	0.10	0.06	0.00	0.00
	High 0.00	High 0.05	High 0.03	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

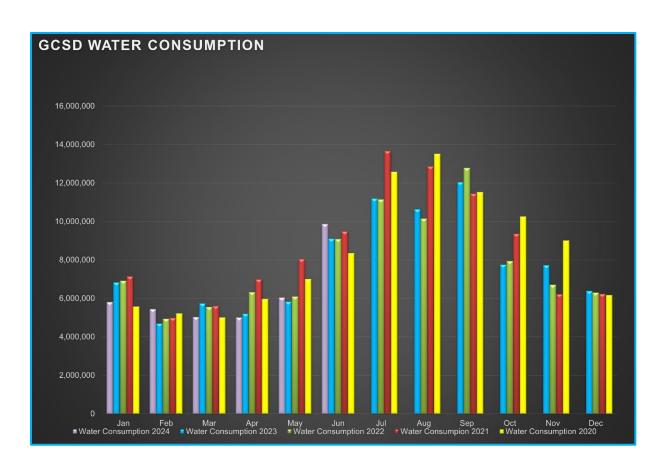
Water Distribution System Division

Meter Related Services	Total
Check / Repair Meters	7
Water Meters Installed	0
Monthly Meter Restrictions	0
Meter Lock offs	6
Meter Changeouts	0
Tenant Final Reads	2
Re-Reads	27
Meter Turn-Offs	2
Meter Turn-Ons	11
Meter Tests	1
Winterize Meter	0
Color/Taste/Odor/PSI Complaints	5
Total Meter Related Issues	60

Billed Consumption (Gallons)	2024	2023	2022
Residential	9,191,654	8,482,151	8,368,278
Commercial	662,420	614,620	711,937
Total	9,854,074	9,096,771	9,080,215

Active Accounts 3276

Charted Historical Monthly Water Consumption



Maintenance and Repair Data

Description	Total
Water Main Leaks / Repairs	1
Water Service Line Leaks / Repairs	2
Fire Hydrant Repairs / Replacements	1
Number of Hydrants Flushed	12
Number of Dead-Ends Flushed	12
Water Valves Exercised	6
GIS Points	0

Description	Gallons
Flushing for Water Quality	11,350
Water Loss Due to Leaks / Breaks	9,255

After-Hours Calls (Hours)							
Water Sewer Park Other Total							
10	17	2	1	30			

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

- Disinfect Big Creek Clear Well.
- o Fill and sample for BAC-T for return to service.

• Distribution System

- o Continue water service line survey to identify Lead and Copper water service lines.
- o Install auto flusher on Gambel Way
- Repair water service line leak at 20350 Pine Mountain Dr.
- o Repair water service line at 19970 Ridgecrest Way.
- o Repair fire hydrant line at 17544 State Hwy 120.
- o Repair water mainline at 17519 Henderson St.

Main Leak - Henderson St







<u>Hydrant Lateral Leak – State Hwy 120/Big Oak Flat Rd</u>







Wastewater Collection System Division

Description	Total
Manholes Inspected	94
GIS Points	0
Customer Complaint	0
Odor Complaints	2

Description	Total
Flushing/Jetting (Feet)	310
Video Inspection (Feet)	203

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

Maintenance and Repair

Routine Tasks

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

Lift Stations

- o Cleaned and Inspected: LS5, LS6, LS7, LS8.
- Manhole Inspections LS7.
- o Remove roots and debris found during manhole inspections.

• Collection System

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

Pictures

General Maintenance Division

Maintenance By Department

Operations Department

- 2G Water Treatment Plant
- o Big Creek Water Treatment Plant
 - R&R flow meter on chlorine contact tank.
- o Butler Bypass Pump Station
- AWS
- o STP
 - Install effluent pumps, one new and one rebuilt.
 - Vegetation management at Reservoir #2
 - Mow spray Fields

Maintenance Department

- Equipment
 - Shop tool maintenance and cleaning.
 - Monthly Inspect and run at operating temperatures...
 - Rain for Rent, Sullair, Vactron, Cement mixer, Light Tower, STP generator,
 Dunn Ct Generator, AWS Generator, Standby Generator, Highlands Generator.
- o Vehicles
 - 10640: R&R Tires.
 - 10641: R&R tires.
 - 41821: Serviced oil and filters, rotated tires.
 - 70981: 90-Day inspection. Diagnose and repair Stop Engine light. R&R lower coolant hose. Perform exhaust clean.
 - 70087: 90-Day inspection
- Buildings & Yard
 - General yard cleanliness.
 - Vegetation management.

Pictures

Parks Division

Maintenance and Repair

- Mary Laveroni Community Park
 - Landscape Maintenance.
- Ballfield & Dog Park
 - Mowing and bathroom maintenance
 - Install light timer for bathrooms.

Contracted Work

- Industrial Electric
 - Repair generator at LS11.

Workplace Safety and Training

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

Downtown Beautification Installations







SPECIAL MEETING OF THE BOARD OF DIRECTORS GROVELAND COMMUNITY SERVICES DISTRICT GROVELAND, CALIFORNIA June 4, 2024 10:00 a.m.

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

Call to Order

Director Mora called the meeting to order at 100:05am.

Discussion and Action Items

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

Presentation of FY 2023-2024 3rd Quarter Financial Statement and Review of Investment Report

Motion

No action taken.

Public Input and Consideration of a Preliminary Draft Budget for the Period of July 1, 2024, Through June 30, 2025, and Establish Budget Public Hearing for June 11, 2024, to Consider Adoption of the Final Budget

Motion

It was moved by Director Swan and seconded by Director Kwiatkowski and the motion passed unanimously to direct staff to prepare the Final Draft 2024/25 Fiscal Year Budget to include the direction given by this Board in today's meeting and to schedule a public hearing for its consideration and adoption on June 11, 2024.

Adjournment

The meeting adjourned at 12:24pm.

	APPROVED:
ATTEST:	Nancy K. Mora, Board President
ATTEST.	
Rachel Pearlman, Board Secretary	
Minutes 06 04 2024	

REGULAR MEETING OF THE BOARD OF DIRECTORS GROVELAND COMMUNITY SERVICES DISTRICT GROVELAND, CALIFORNIA June 11, 2024 10:00 a.m.

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

Call to Order

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

Director Armstrong and Kwiatkowski Absent

Approve Order of Agenda *Motion*

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

Ayes: Directors Mora, Edwards and Swan Absent: Director Armstrong, and Kwiatkowski

Public Comment

None

Information Items

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

Staff Reports

Fire Department Report
CERT Report
Operations Manager's Report
Administrative Services Manager's Report
General Manager's Report

Director Kwiatkowski arrived at the meeting at 10:15am.

Proclamations

Recognition of Rachel Pearlman for her 7 Years of Service to the Groveland Community Services District

Recognition of Andrew Klein for his 3 Years of Service to the Groveland Community Services District

Consent Calendar

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

Approve Minutes from the May 14, 2024, Regular Meeting

Approve Minutes from the May 28, 2024, Special Meeting

Accept Minutes from the June 4, 2024 Quarterly Workshop

Accept May 2024 Payables

Waive Reading of Ordinances and Resolutions Except by Title

Motion

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

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Old Business

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

None.

Public Hearing

Conduct Public Hearing Regarding the Adoption of the FY 2024-2025 Preliminary Budget

Adoption of a Resolution Approving the FY 2024-2025 Final Budget Including Appropriations Limit, Investment of District Funds Policy, Miscellaneous Fee Schedule, Employee Salary Schedule, and Organizational Chart

Public Comment: None

Public Hearing Convened at 11:09am.

Public Hearing Closed at 11:29am.

Motion

It was moved by Director Swan and seconded by Director Edwards and the motion passed to adopt Resolution 12-2024 Approving the FY 2024-2025 Final Budget Including Appropriations Limit, Investment of District Funds Policy, Miscellaneous Fee Schedule, Employee Salary Schedule, and Organizational Chart.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Discussion and Action Items

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

Consideration of Providing Direction on a Potential Special Tax Measure to Address the Revenue Shortfall for the Groveland Fire Department

Motion

It was moved by Director Kwiatkowski and seconded by Director Swan to direct staff to work with the consultant NBS to evaluate and determine the best Special Tax structure and Appropriation methodology to be used to fund Fire Protection and Emergency Response Services.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Minutes 06 11 2024

Absent: Director Armstrong

Board Discussion and Direction Regarding Property Tax Sharing Agreement with Tuolumne County

<u>Motion</u>

Discussion item only, no action taken.

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

It was moved by Director Kwiatkowski and seconded by Director Edwards and the motion passed to adopt Resolution 13-2024 Establishing Board Member Remuneration, in Accordance with Director's Policy 10.3, for Attendance at Board Meetings, Training, and Other Approved Events. Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Board Consideration and Approval of Compensating District Staff for their Time Involved Hosting District Movies in the Park Events

Motion

It was moved by Director Edwards and seconded by Director Kwiatkowski and the motion passed to approve that staff be compensated for their time involved in hosting Movies in the Park events. Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Consideration of Approval of the Issuance of a Request for Proposal for the Completion of a Competitive Employee Salary Study

Motion

It was moved by Director Swan and seconded by Director Edwards and the motion passed to approve the issuance of a Request for Proposal (RFP) for the completion of a total compensation and benefit study.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Discussion and Board Direction Regarding a Water Main Extension Application Received from a Development Outside of the District Boundaries

Motion

No action taken.

Adoption of a Resolution Authorizing the General Manager to Execute an Internet Exchange Agreement with Sierra Nevada Communication

Motion

It was moved by Director Edwards and seconded by Director Kwiatkowski and the motion passed to adopt Resolution 14-2024 authorizing the General Manager to execute an Internet Exchange Agreement with Sierra Nevada Communication.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

The meeting convened into a break at 1:01pm.

The meeting reconvened into regular session at 1:08pm.

Adoption of a Resolution Awarding the Lowest Bidder Njirich and Sons Inc. for the Mary Laveroni Park Asset and Beautification Project and Authorizing the General Manager to Execute Agreement and Related Documents

Motion

It was moved by Director Swan and seconded by Director Kwiatkowski to adopt Resolution 15-2024 Awarding the Lowest Bidder Njirich and Sons Inc. for the Mary Laveroni Park Asset and Beautification Project and Authorizing the General Manager to Execute Agreement and Related Documents.

Ayes: Directors Mora, Kwiatkowski, Edwards and Swan

Absent: Director Armstrong

Closed Session (Timed Item 1:00pm)

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

Public Comment: None

Closed session Convened at 1:08pm.

Liability Claims

(Government Code Section 54956.95)

Claimant: Anthony Filippi

Agency Claimed Against: Groveland Community Services District

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2): One Case

Open session reconvened at 1:31pm.

Announcement of Action Taken in Closed Session

District Legal Counsel announced that Item 8A in the matter of Anthony Filippi vs Groveland Community Services District, Application for Leave to Present Late Claim under the Government Claims Act was denied by a unanimous vote of Board Members present, four to zero (4-0). As for Item 8B; there is nothing to report.

Adjournment

The meeting adjourned at 1:37pm.

	APPROVED:
	Nancy K. Mora, Board President
ATTEST:	
Rachel Pearlman, Board Secretary	



ACCOUNTS PAYABLE CHECK LISTING

June 2024
Fiscal Year 23/24
Board Approval Date

Accounts Payable Checks

User: mronning@gcsd.org Printed: 7/3/2024 6:46:23 AM



Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
23907	49er	49er Communications	6/6/2024	False	True	Radio Communications / Rechargeable BKR5000 Battery	\$204.95	True	6/20/2024
23908	Alp03	Alpha Analytical Labs, Inc.	6/6/2024	False	True	Operations Lab Testing for Water/Sewer	\$3,310.00	True	6/20/2024
23909	am01	AM Consulting Engineers, Inc.	6/6/2024	False	True	Monthly Engineering - March 2024	\$50,245.03	True	6/20/2024
23910	Cle03	CleanSmith Solutions	6/6/2024	False	True	Disinfection/Janitorial Services Monthly	\$4,400.00	True	6/20/2024
23911	DRU01	Drugtech Toxicology Services, LLC	6/6/2024	False	True	Consortium DOT Tests	\$132.00	False	
23912	GCS02	GCSD	6/6/2024	False	True	GCSD Water Bill	\$5,616.01	True	6/20/2024
23913	GCS01	GCSD Petty Cash	6/6/2024	True	True	May 2024 Petty Cash	\$37.62	False	
23914	GEN01	General Plumbing Supply	6/6/2024	False	True	Sewer stock parts	\$347.24	True	6/20/2024
23915	GRA04	Grainger	6/6/2024	False	True	Supplies for BC tank disinfection	\$808.51	True	6/20/2024
23916	Hun02	Hunt & Sons, Inc.	6/6/2024	False	True	Fuel & Oil	\$2,282.54	True	6/20/2024
23917	JSW02	J.S. West Propane Gas	6/6/2024	False	True	Propane	\$440.78	True	6/20/2024
23918	WAL04	Jay C. Wallace Plumbing	6/6/2024	False	True	Backflow testing	\$50.00	False	
23919	Kam02	Kampa, Peter	6/6/2024	False	True	CSDA Legislative Days Travel/Training	\$1,186.88	True	6/20/2024
23920	MOU03	Mountain Oasis Water Systems	6/6/2024	False	True	Bottled Water	\$205.50	True	6/20/2024
23921	per04	Percoco, Ronald	6/6/2024	False	True	May Laundering	\$2,310.00	False	
23922	PGE01	PG&E	6/6/2024	False	True	Monthly Electric Charges	\$1,053.49	False	
23923	SUE01	Ray Suess Insurance & Invst	6/6/2024	False	True	Retired Members Medical	\$5,013.25	True	6/20/2024
23924	STA08	Standard Insurance Co	6/6/2024	False	True	June 2024 Coverage	\$281.47	True	6/20/2024
23925	UB*03332	Trustees, Jeffrey & Connie Blancalana	6/6/2024	False	True	Refund Check 017454-000, 19976 Ridgecrest Way 15/29	\$164.69	False	
23926	TUO01	Tuo. Co. Public Power Agency	6/6/2024	False	True	Monthly Public Power Purchase	\$46,662.37	True	6/20/2024
23927	TCS01	Tuolumne County Superintendent of Schools	6/6/2024	False	True	Refund for Tioga HS FFAAwards BBQ park deposit	\$250.00	False	
23928	USP01	United States Postal Service	6/6/2024	False	True	P.O. Box annual renewal	\$342.00	True	6/20/2024
23929	Wells	Wells Fargo Vendor Financial Services, LLC	6/6/2024	False	True	Monthly Lease on Admin Copier	\$359.28	True	6/20/2024
23930	BEA02	Beam	6/12/2024	False	True	June 2024	\$292.27	True	6/10/2024
23931	CAR06	Carbon Copy Inc.	6/12/2024	False	True	Monthly Copier Usage	\$35.75	True	6/20/2024
23932	GRE07	Green Dot Transportation Solutions	6/12/2024	False	True	ATP Grant Cycle #7	\$19,005.25	False	
23933	REY01	Hailey Reynolds	6/12/2024	False	True	Clean CA Graphic Design	\$1,000.00	False	
23934	ICAD01	Industrial Control and Design, Inc.	6/12/2024	False	True	Active X code installation for SCADA	\$487.50	True	6/20/2024
23935	JOR01	Jorgensen Co.	6/12/2024	False	True	Annual Fire Extinguisher Testing	\$409.86	True	6/20/2024
23936	MOO01	Moore Bros. Scavenger Co., Inc.	6/12/2024	False	True	Garbage Service	\$997.49	False	
23937	MOT03	Mother Lode Answering Service	6/12/2024	False	True	Monthly Call Forward/Paging	\$375.81	False	
23938	Pin07	Pine Mountain Auto	6/12/2024	False	True	May 2024 Auto Parts	\$574.33	False	
23939	pml01	PML Hardware & Supply Inc.	6/12/2024	False	True	May 2024 Hardware Supplies	\$504.58	False	

Accounts Payable - Checks (7/3/2024)
Page 1 of 3

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
23940	RS001	R & S Erection Tri County Inc	6/12/2024	False	True	Emergency service for garage door repair	\$6,952.26	True	6/20/2024
23941	Ron01	Rudy, Roni Lynn	6/12/2024	False	True	Social Media Management	\$2,784.92	False	
23942	Sprbrk	Springbrook Holding Company LLC	6/12/2024	False	True	Civicpay May 2024	\$1,472.90	False	
23943	UNI01	Union Democrat	6/12/2024	False	True	Notice to Public - Tax Roll Hearing	\$229.50	True	6/20/2024
23944	UMP01	UMPQUA Bank Comm Card Ops	6/7/2024	False	True	Credit Card Charges - May 2024	\$26,417.19	True	6/20/2024
23945	am01	AM Consulting Engineers, Inc.	6/19/2024	False	True	Monthly Engineering - May 2024	\$49,806.83	False	
23946	BEA03	Bear Saver	6/19/2024	False	True	Handicap Accessible Trash Bins - Clean CA	\$12,370.91	False	
23947	CWEA	CWEA	6/19/2024	False	True	CWEA Association Membership - A. Deshaies	\$221.00	False	
23948	CWEA	CWEA	6/19/2024	False	True	Employee Certification - N Moffitt	\$98.00	False	
23949	Du-A01	Du-All Safety, LLC	6/19/2024	False	True	May training	\$4,125.00	False	
23950	EDIS01	E.D.I.S.	6/19/2024	False	True	Supplemental Health Insurance	\$4,995.99	False	
23951	Fas02	Fastenal	6/19/2024	False	True	Janitorial Supplies	\$1,019.09	False	
23952	GCS01	GCSD Petty Cash	6/19/2024	False	True	May 2024 Petty Cash	\$37.62	False	
23953	HAC01	Hach	6/19/2024	False	True	2G & BC Turbidimeters / Chemicals	\$506.22	False	
23954	syn01	Synagro Technologies, Inc.	6/19/2024	False	True	Annual Sludge Haul Off	\$4,278.68	False	
23955	Tuo14	Tuolumne County Recorder	6/19/2024	False	True	Monthly subscription to County Records	\$243.50	False	
23956	TWO1	Two Guys Pizza	6/19/2024	False	True	Food for Movies in the Park Concessions	\$162.62	False	
23957	ups9	UPS	6/19/2024	False	True	Shipping Charges	\$31.77	False	
23958	WEL01	Well Industries, Inc.	6/19/2024	False	True	Drought Imp Project, Hardrock Groundwater Well, Disbursement #1	\$132,762.50	False	
23959	WHI03	White Brenner, LLP	6/19/2024	False	True	May Legal Services	\$7,442.20	False	
23960	DIS01	Dish Network	6/19/2024	False	True	Satellite TV for FD	\$94.61	False	
23969	Adv02	Adventist Health Sonora-HBOC	6/28/2024	False	True	Pre - Employment - M. Ronning	\$176.00	False	
23970	am01	AM Consulting Engineers, Inc.	6/28/2024	False	True	Project #148 - Groveland Asset Rehab Project	\$4,238.88	False	
23971	ATT03	AT&T	6/28/2024	False	True	Monthly Internet Uverse	\$111.30	False	
23972	ATTLD	AT&T (Internet)	6/28/2024	False	True	Monthly Fiber Internet-Operations	\$594.52	False	
23973	csb01	CSBA District Services	6/28/2024	False	True	GASB AMM Report - Valuation Report	\$2,500.00	False	
23974	GEN01	General Plumbing Supply	6/28/2024	False	True	Stock water parts	\$499.17	False	
23975	Gro04	Groveland Christian Church	6/28/2024	False	True	Refund Use Fees for PA System Rental	\$45.00	False	
23976	ICAD01	Industrial Control and Design, Inc.	6/28/2024	False	True	T&M to resolve 2G VFD booster pump, AWS PLC failure and flow mo	\$4,402.50	False	
23977	ind04	Industrial Electrical Co.	6/28/2024	False	True	Program ATS exercise times on LS10, LS13, LS14	\$6,079.22	False	
23978	UB*03300	Jacinto, John	6/28/2024	False	True	Refund Check 012976-000, 13046 MOKELUMNE 2/205	\$180.00	False	
23979	UB*0333:	Kwon, Lani	6/28/2024	False	True	Refund Check 017270-001, 12870 GREENVALLEY 3/398	\$79.54	False	
23980	DEA01	Les Dean	6/28/2024	False	True	Draft plans for Fire House Kitchen Remodel project	\$400.00	False	
23981	NBS01	NBS Government Finance Group	6/28/2024	False	True	Water & Sewer Rate Study - May 2024	\$3,680.00	False	
23982	SNO01	Snowline Trucking, LLC	6/28/2024	False	True	Asphalt Base Rock / Sand Stock	\$1,560.00	False	
23983	tho06	Thomas & Associates	6/28/2024	False	True	Replacement effluent pump for WWTP - 7.5"	\$5,069.31	False	
23984	United R	United Rentals North America, Inc	6/28/2024	False	True	Fuel Charge for rental generator at LS11	\$5,864.40	False	
23985	US Treas	United States Treasury	6/28/2024	False	True	December 31, 2023 Patient Centered Outcome Research Fee	\$67.62	False	
23986	UB*03334	Vantress, Barbara	6/28/2024	False	True	Refund Check 017123-000, 20775 Nonpareil Way 10/39	\$15.56	False	
115937	OE3	Operating Engineers Local #3	6/5/2024	False	True	PR Batch 00001.06.2024 Oper Engin Union Dues	\$318.50	False	
115938	OE3	Operating Engineers Local #3	6/19/2024	False	True	PR Batch 00002.06.2024 Oper Engin Union Dues	\$318.50	False	
902761	CAL09	CalPers 457 Plan Administrator	6/6/2024	False	True	PR Batch 00001.06.2024 CalPers Def Comp	\$1,176.57	False	
902762	EDD01	EDD - Electronic	6/6/2024	False	True	PR Batch 00001.06.2024 State Income Tax	\$3,246.09	False	

Accounts Payable - Checks (7/3/2024)

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
902763	FedEFTP	Federal EFTPS	6/6/2024	False	True	PR Batch 00001.06.2024 Medicare Employer Portion	\$16,889.17	False	
902764	Orion	Orion Portfolio Solutions	6/6/2024	False	True	PR Batch 00001.06.2024 Orion 457	\$2,100.00	False	
902765	PER01	Pers - Electronic	6/6/2024	False	True	PR Batch 00001.06.2024 PERS Employer Exp. PEPRA	\$11,337.99	False	
902766	CAL09	CalPers 457 Plan Administrator	6/21/2024	False	True	PR Batch 00002.06.2024 CalPers Def Comp	\$1,176.57	False	
902767	EDD01	EDD - Electronic	6/21/2024	False	True	PR Batch 00002.06.2024 SDI - Employee	\$3,224.26	False	
902768	FedEFTPS	Federal EFTPS	6/21/2024	False	True	PR Batch 00002.06.2024 FICA Employer Portion	\$16,341.29	False	
902769	Orion	Orion Portfolio Solutions	6/21/2024	False	True	PR Batch 00002.06.2024 Orion 457	\$2,200.00	False	
902770	PER01	Pers - Electronic	6/21/2024	False	True	PR Batch 00002.06.2024 PEPRA Employee	\$11,252.86	False	
						Payroll Direct Deposit	\$83,175.96		
						TOTAL JUNE ACCOUNTS PAYABLES	\$593,722.92		

Accounts Payable - Checks (7/3/2024)



BOARD MEETING AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Peter Kampa, General Manager

DATE: July 9, 2024

SUBJECT: Agenda Item 5A: Adoption of a Resolution Authorizing the General

Manager to Enter into a Letter of Agreement with SitelogiQ for the Evaluation of Facility Improvements, Energy Conservation, Energy

Generation, and/or Energy Management Services

RECOMMENDED ACTION:

I move to adopt resolution 11-2024 Authorizing the General Manager to Enter into a Letter of Agreement with SitelogiQ for the Evaluation of Facility Improvements, Energy Conservation, Energy Generation, and/or Energy Management Services.

BACKGROUND:

District staff has for nearly one year been working with the consulting firm SitelogiQ, on the evaluation of our options relating to generating, storing and providing our own electrical services to our major power consuming infrastructure and facilities. Five years ago, the cost of installation of large solar power and battery systems outweighed the benefit received, primarily due to technology limitations, and the lower cost of power we pay through the Tuolumne public power agency. Working with SitelogiQ, we have identified power generation, storage and management technologies that provide a significant benefit to the operation of the district and the potential for reduced cost of electrical power. In addition, we have collectively identified several grant funding sources, currently available, that could significantly offset the cost of power system upgrades, solar power generation and battery storage.

The board of directors originally considered this matter at its April 9th, 2024 board meeting, Where staff was directed to negotiate a scope of work to be brought back for Board consideration. SitelogiQ has submitted an agreed upon Letter Agreement. SitelogiQ has agreed to conduct a thorough evaluation of our potential for energy conservation, power generation and storage, and energy management options. The result of this evaluation will be a feasibility and financial evaluation to determine whether the district will proceed with an energy project or projects. If the project does not make financial sense, we will not be bound to pay SitelogiQ for their time and efforts working on the project. However, if it does make sense and we move forward with the project, then if we choose to utilize a different consultant to work with, we would be responsible to reimburse SitelogiQ for their time spent developing the project evaluation.

Large solar panel fields have the potential to provide all the power needed for the Water Treatment Plants, the Wastewater Treatment Plant, every Lift Station and every Pump Station. It will also provide the future power that would be needed for an electric vehicle fleet. The Solar Panels will provide power and charge the batteries during sunshine hours. Then the batteries will provide the

power through the night at the Wastewater Plant and at the Water Treatment Plants. This should lock in our electricity rates for the life of the Solar System.

Initial concepts reveal that there will be Solar Panels, Inverters, and Batteries at the three main plants. If everything works out, there will be Batteries and Inverters at each of the Lift Stations and at each of the Pumping Stations, providing uninterrupted power for our equipment. This will also dramatically reduce Generator run times, as the generators will only run when needed to recharge the batteries during power outages and extended periods without sunlight. Right now, the generators run the entire time the power is out even when the pumps are not running. This should produce a 90% reduction in the generator's run time.

Under the new PG&E NEM3 agreement, the excess power generated from the Solar Panels at the three main plants can be applied to all the other locations that do not have Solar Panels installed. This should give us a net zero energy bill, dramatically reduce fuel consumption and maintenance costs on the existing generators, and should greatly reduce damage to our equipment from bad power coming to us form PG&E. The sites will effectively have Uninterruptible Power Supplies. (Like the UPS's we use at the stations, and under our desks, just much bigger)

There are multiple grants that look to be available for GCSD to move forward with a power project:

- This includes a new grant from the Self-Generation Incentive Program (SGIP) that will allow a \$1000.00 per KW of battery storage incentive to install batteries. This funding is directly positioned for high fire areas of California, Water and Wastewater Plants, Facilities that provide services to low-income residents, and location that have experienced multiple power outages. The District is a match for all four criteria. There does not seem to be a limit to the number of KW hours that can be reimbursed.
- There is also a Grant available from the Community Energy Reliability and Resilience Investment (CERRI) Program: It does not have a limit per project but is a first come first serve program.

There will undoubtedly be other programs we can apply for to see if we can make the project work for us.

FISCAL IMPACT:

There is a \$25,000 flat fee for preparation of the feasibility report detailed in the letter agreement. If a solar project is not financially feasible due to a lack of grant funding, the cost of the project exceeding the financial benefit, or some other criteria that makes the project not worthwhile, then nothing is owed to the consultant. If the project is determined feasible and cost effective, and we choose not to proceed with this consultant, then we pay the flat fee. If we proceed with this consultant into design of the project, the flat fee is also waived.

ATTACHMENTS:

- 1. Letter of Agreement
- 2. Resolution 11-2024



July 5, 2024

Pete Kampa, General Manager Groveland Community Services District 18966 Ferretti Road Groveland, CA 95321

RE: Facility Solution Project Feasibility and Letter of Agreement (LOA)

Dear Mr. Kampa:

This Letter of Agreement (LOA) is intended to briefly describe the manner in which Sitelog IQ, and the Groveland Community Services District will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: Groveland Community Services District

Facility Location(s):

- Groveland CSD Wastewater Treatment Plant Facility 18966 Ferretti Road, Groveland CA 95321
- Groveland CSD Water Treatment Facility (Big Creek) 11195 Big Creek Shaft Road, Groveland CA 95321
- Groveland CSD Water Treatment Facility (2G) 20111 Old HWY 120 Groveland, CA 95321

Area of Focus:

Site log IQ will provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services.

Scope of Services:

A. Sitelog IQ will conduct a site visit to the Facility(ies) to perform a physical audit and collect data. The Client will cooperate and collaborate with Sitelog IQ during this phase by providing copies of requested data, including (if available): Site and/or system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that

CA Office: 1651 Response Rd, Ste 300, Sacramento, CA 95815

Phone: (916) 914-1929



may be pertinent to this evaluation.

- B. Client will also make operational personnel available at reasonable times for in-person and telephone interviews with Sitelog IQ to answer questions about existing facilities conditions, operating profile and existing equipment operation.
- C. Where operational data is not available to support the analysis, Sitelog IQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.
- D. Sitelog IQ will also analyze the potential for energy generation and storage measures.
- E. Sitelog IQ will recommend energy management and/or on-going monitoring services.
- F. For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.
- G. Sitelog IQ will prepare a return on investment analysis (consistent with the client's preferred evaluation methods based on agreed upon Economic Criteria noted below).
- H. Sitelog IQ will provide budgetary construction costs estimates and a sum mary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment A for the list of discussed potential ECM's to be evaluated.
- I. The results will be presented to client as a recommended Scope of Work and a financial proform a (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 6% over the 25 years and including future maintenance & repair costs. As a result, True Cost of Ownership is presented to the client for their review and consideration.

Clarification on Sitelog IQ's Obligations:



Consistent with California Government Code Section 1097.6, Sitelog IQ's duties and services under this LOA shall not include preparing or assisting the Client with any portion of the Client's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Client. The Client enters this LOA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the project(s) proposed under this LOA. Sitelog IQ's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Sitelog IQ shall cooperate with the public entity to ensure that all potential participants in a future project proposed under this LOA have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Sitelog IQ pursuant to this LOA.

Client Responsibilities:

In order for Sitelog IQ to provide the services described in this LOA, the Client agrees to provide (or cause its energy suppliers to provide) Sitelog IQ with the data requested in Attachment B. In addition, Client shall execute Attachment C ("Utility Authorization Form") to provide access to Client's Utility account information.

Development Efforts:

Client acknowledges that Sitelog IQ will incur considerable expense in developing the Project. This expense includes the cost to by Sitelog IQ's development team, the cost to visit the Site, and the cost to prepare the financial proforma. Sitelog IQ is acting hereunder as an independent contractor and not as an agent or employee of the Client. Sitelog IQ shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

Ownership of Work:

All work products, including all proforma's, schedules, and scope of work documentation provided by Sitelog IQ, will only become the property of the Client upon execution of a binding, irrevocable contract between the Client and Sitelog IQ for the implementation of the ECMs proposed by Sitelog IQ. Not withstanding the foregoing, to the extent that any tangible work documentation produced by Sitelog IQ contains Sitelog IQ's pre-existing materials (including but not limited to templates, forms, and other Sitelog IQ -created materials), Sitelog IQ will remain the sole and exclusive owner of all such pre-existing materials.

Interconnection Application:

If applicable, Sitelog IQ may request important Distribution System information from the local utility regarding planned solar interconnection points, prior to submitting



an Interconnection Application during construction of a Solar Generation PV Array. The purpose is to avoid or address early in the design phase any existing utility infrastructure that may prohibit or delay the construction of a Solar Generation PV Array at any of the listed locations below.

- Groveland CSD Wastewater Treatment Plant Facility 18966 Ferretti Road, Groveland CA 95321
- Groveland CSD Water Treatment Facility (Big Creek) 11195 Big Creek Shaft Road, Groveland CA 95321
- Groveland CSD Water Treatment Facility (2G) 20111 Old HWY 120 Groveland, CA 95321

Development Fee:

Site log IQ will develop the Project for the firm, fixed fee/rate as listed below:

1. Fee/Rate of: \$25,000 Fixed Fee

Fee assumes one interconnection submittal and one review with the utility. New interconnection guidelines and available grid capacity may require additional submittals and interconnection Fees (not included in the Service Fee). Any additional fees will be passed through to client.

In the event that the Client enters into a design-build contract with Sitelog IQ for the implementation of the ECMs within 120 days after presenting the contract to the client, then Sitelog IQ's cost to develop the LOA will be waived. If the Client enters into a contract with Sitelog IQ at a later date, the LOA Fee paid by the Client will be credited toward the project's total implementation cost.

If Sitelog IQ cannot meet the Economic Criteria Client will not compensate Sitelog IQ for its LOA fee.

Economic Criteria:

The Client has represented to Sitelog IQ that Client agrees to move forward with the project if the project is shown to reduce the operational expenses at the site over the useful life of the project. The main financial objectives of the project are as follows:

1. Provide a self-funded program, which pays for itself through expense reductions or grants and minimizes the Client's contribution and meets the requirements of California Government Code 4217.10 et seq.

Term s & Conditions:

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the Customer. The Contractor shall not represent or otherwise hold out



itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Customer.

This LOA shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

If you agree with the provisions set forth in this LOA, kindly sign and date the LOA below and return one fully-executed copy to my attention. Thank you again for providing Sitelog IQ with the opportunity to work on this important initiative.

Acceptance of Letter of Agreement

This agreement is between the Groveland Community Services District and Sitelog IQ, Inc.

Groveland CSD:	SitelogIQ
Name: Pete Kampa	Name: Eddie Jordan, PhD PE
Title: General Manager	Title: Vice President
Date:	Date:



Attachment A:

Potential Facility Improvement, Energy Conservation, Energy Generation, and Energy Management Measures to be considered

- 1. Solar Generation
- 2. Battery Storage/Backup



Attachment B:

Pre-audit Information Request

#	Must Have	Nice to Have
Utili	ty In form ation	
1	Electric, Gas, Water, Oil, Other: Utility supplier and contact	all data in excel form at; 3 to 5 years. Custom er Access through Utility API.
2	Sum mary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
3	Copies of actual Utility bills for one year	Kilo Watt (kW) and Kilo Volt Amp (kVA) Data: Monthly Peaks & 15-m inute interval
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters-layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
Faci	lity In form ation	
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window film s, etc?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan &pdfall the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)
5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan



Attachment C: Utility Authorization Request

Not needed at this time.

Resolution No. 11-2024

A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH SITELOGIQ FOR THE EVALUATION OF FACILITY IMPROVEMENTS, ENERGY CONSERVATION, ENERGY GENERATION, AND/OR ENERGY MANAGEMENT SERVICES

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

WHEREAS, the district has an extremely high electrical energy demand, and could benefit from alternate means of power generation and storage; and

WHEREAS, site logic is a company that is experienced and specializes in the evaluation of opportunities and costs to generate electricity from photovoltaic solar panels, and battery energy storage options; and

WHEREAS, site logic has prepared a letter agreement proposal to conduct the preliminary evaluation and cost benefit analysis of the installation of solar panels and batteries to power our treatment plants.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approve Resolution 11-2024 authorizing the General Manager to Enter into a Letter of Agreement with SitelogiQ for the Evaluation of Facility Improvements, Energy Conservation, Energy Generation, and/or Energy Management Services.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on July 9, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVE:	
Nancy Mora, Board President	
ATTEST:	
Rachel Pearlman, Board Secretary	

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on July 9, 2024.

DATED: <u>07/09/2024</u>



BOARD MEETING AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Rachel Pearlman, Board Secretary

DATE: July 9, 2024

SUBJECT: Agenda Item 6A: Adoption of a Resolution Approving the

Placement of Delinquent Charges for FY 2023-24 on Property Tax

Rolls

RECOMMENDED ACTION:

I move to adopt resolution 16-2024 Approving the Placement of Delinquent Charges for FY 2023-24 on Property Tax Rolls.

BACKGROUND:

Government Code Section 61115 (Code) provides for the collection of unpaid utility charges and delinquencies. There are two basic methods set forth in the Code that may be pursued simultaneously. The Code provides that the District may record a Certificate of Lien with the County Recorder's Office declaring the amount of charges and penalties due. The recorded Lien attaches to any real property in the County that is owned by the delinquent property owner. The Code also authorizes the District to collect the delinquent charges and penalties on the tax rolls as part of the ad valorem property tax collected by the County on real property, after a public hearing.

Notice of such a public hearing must be published in the newspaper and mailed notice must be given to the delinquent property owner. Notice of this public hearing was published in the Sonora Union Democrat on June 22, 2024, and mailed notices were sent to the property owners on June 12, 2024.

In addition to providing notice of the hearing, the General Manager must file a report with the Board that describes the amount of unpaid charges and delinquencies, as well as the associated property owners and the assessor's parcel numbers. At today's public hearing, the Board must hear and consider any objections and/or protests to this report. At the close of the public hearing, the Board must make a determination on each affected parcel by adopting or revising the report. The final report is filed with the County Auditor on or before August 1st and the amount entered on the property tax assessment roll for collection in the same manner as property taxes.

ATTACHMENTS:

- 1. Report of amount of unpaid charges and delinquencies for FY 2023-2024
- 2. Resolution 16-2024

Resolution No. 16-2024

A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS APPROVING THE PLACEMENT OF DELINQUENT CHARGES FOR FY 2023-24 ON PROPERTY TAX ROLLS

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, Government Code Section 61115 specifies the permissible methods for collection and enforcement of unpaid charges for services which the District provides including, but not limited to, the following: (1) by recording in the office of the County Recorder of the county in which the affected parcel is located, a certificate declaring the amount of the charges and penalties due and the name and last known address of the person liable for those charges and penalties which shall constitute a lien against all real property of the delinquent property owner in that county; and (2) to provide that any charges and penalties may be collected on the tax roll in the same manner as property taxes after giving notice to the affected property owner of the time and place for a public hearing to consider any objections or protests to the District's statement of delinquent charges; and (3) to provide for a basic penalty for the nonpayment of charges of not more than ten percent (10%); and

WHEREAS, the District's Water Ordinance authorizes the District to set user rates, charges, and fees for water related services, and

WHEREAS, the District's Sewer Ordinance authorizes the District to set user rates, charges, and fees for sewer related services, and

WHEREAS, pursuant to Government Code Section 61115, on June 12, 2024 the District mailed to all affected property owners a written Notice of Hearing for Filing of Report and Collection of Charges on Property Tax Roll, notifying property owners of a public hearing before the Board of Directors of this District on July 9, 2024 at 10:00 a.m. for the purpose of hearing and making determinations on a report by the General Manager describing the amount of charges and delinquencies for FY 2023-24 on the affected parcels; and

WHEREAS, said Notice of Hearing for Filing of Report and Collection of Charges on Property Tax Roll was published in The Union Democrat Newspaper, Sonora, California, as required by Government Code Section 61115 on June 22, 2024; and

WHEREAS, the Board of Directors of District has conducted and completed the public hearing in accordance with the notice requirements specified in Government Code Section 61115.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Groveland Community Services District that the report from the General Manager describing the amount of charges and delinquencies for FY 2023-2024 is attached hereto entitled Exhibit A and is hereby approved, received and filed; the Board hereby determines that the charges and delinquencies in the amount of \$21,994.40 shall be collected by the Tuolumne County Tax Collector on the Property Tax Roll in the same manner as property taxes; and that Staff is hereby directed to file with the Tuolumne County Auditor a copy of this Resolution on or before August 1, 2024, whereby the County Auditor shall enter the amount of the delinquent charges as specified in this Resolution against each of the affected parcels of real property specified herein as they appear on the current assessment roll, and collect the charges and delinquencies in the same manner as property taxes.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on July 9, 2024, by the following vote:

AYES:			
ABSENT:			
APPROVE:			
Nancy Mora, Board President	-		
ATTEST:			
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 July 9, 2024.

DATED: 7/9/2024

EXHIBIT A

GROVELAND COMMUNITY SERVICES DISTRICT REPORT OF UNPAID CHARGES AND DELINQUENCIES FOR FY 2023-2024

First	Last	APN	Delinquent
			Balance
Christopher	Nuttall	066-402-001-000	\$534.94
Jane	Hansen	093-150-011-000	\$2,057.54
Charles & Patricia	Pesha	091-090-056-000	\$447.68
Rufus	Price	094-210-021-000	\$805.20
Bennie	Williams	092-170-017-000	\$115.66
Daniel & Sharon	Mello	090-150-036-000	\$805.14
Glenn	Gray	007-070-002-000	\$6,216.26
Marc	DeJong	007-190-023-000	\$2,003.72
Paul	Ingvaldsen	094-060-038-000	\$2,243.74
Samer	Mohamed	092-080-008-000	\$137.88
Mark	Williams	090-410-007-000	\$143.88
Chengxiang	Ye	091-050-037-000	\$849.88
George	Lowe	092-110-032-000	\$2,266.74
Sara	Simas	091-190-037-000	\$858.38
Michael & Nancy	Copeland	090-400-003-000	\$2,359.96
Teresa	Lee	092-160-005-000	\$147.80
		FY 23/24 Tax Roll	\$21,994.40
		Total:	



BOARD MEETING AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Peter Kampa, General Manager

DATE: July 9, 2024

SUBJECT: Agenda Item 7A: Adoption of a Resolution Authorizing the

General Manager to Submit a Planning Application to the State

Water Resources Control Board (SWRCB) as part of the Clean Water

State Revolving Fund (CWSRF) to Explore the Feasibility of

Connecting Existing Residential Septic Lots to the District's Sewer

Collection System

RECOMMENDED ACTION:

I move to adopt resolution 17-2024 authorizing the General Manager to submit an application to the State Water Resources Control Board (SWRCB) as part of the Clean Water State Revolving Fund (CWSRF) Planning Application.

BACKGROUND:

Groveland CSD owns and operates a wastewater treatment plant and a sewer collection system. A large number of existing residential lots in Pine Mountain Lake rely on septic systems. The presence of septic systems in close proximity to the Pine Mountain Lake, a source of drinking water supply for the District, poses a hazard and a potential source of future contamination. Also, there has been increasing incidents of failed septic systems and requests to connect to the GCSD sewer. Connection of individual lots to the public sewer has proven to be cost prohibitive for the customer, where connection of a number of lots in a defined area allows the cost to be feasible.

The State Water Resources Control Board Clean Water State Revolving Fund (CWSRF) offers Planning Grants of up to \$500,000 to qualified water systems for eligible planning costs. GCSD would like to apply for a CWSRF Planning Grant to further evaluate the improvements needed and their costs for connecting existing residential lots to the sewer collection system. This study would build on a prior initial feasibility study, providing more precise infrastructure locations based on topographical surveys, property boundaries, etc. The study will determine the improvements that will be required at the WWTP to handle those additional connections, and conduct a capacity/condition assessment of the sewer collection system.

The CWSRF Planning Grant application requires the adoption of an Authorizing Resolution by the applicant's governing body. If adopted, GCSD staff will prepare and submit the planning application to the SWRCB.

The SWRCB is taking between 12 and 15 months to process the planning grant applications. Planning grants are not competitive grants. They are awarded on a first come first serve basis. The SWRCB has indicated that there are still funds available to conduct this Planning Study.

ATTACHMENTS: 1. Resolution 17-2024

RESOLUTION NO. 17-2024

A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AUTHORIZING THE GENERAL MANAGER TO SUBMIT A PLANNING APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AS PART OF THE CLEAN WATER STATE REVOLVING FUND (CWSRF) TO EXPLORE THE FEASIBILITY OF CONNECTING EXISTING RESIDENTIAL SEPTIC LOTS TO THE DISTRICT'S SEWER COLLECTION SYSTEM

WHEREAS, the Groveland Community Services District (District) has the authority to construct, operate and maintain its sanitary sewer collection system, including its wastewater treatment plant (WWTP) and;

WHEREAS, some of the District's developments still rely on individual septic tanks and;

WHEREAS, individual septic tanks are a source of groundwater contamination when failed, improperly constructed or operated and;

WHEREAS, the number of failing septic systems in the District is increasing as are individual requests for connection to the system; and

WHEREAS, the District needs to evaluate what components of its sanitary sewer collection system and WWTP need to be improved to accommodate connection of properties who abandon their septic system; and

WHEREAS, the State Water Resources Control Board offers planning and design grants to disadvantaged communities to prepare preliminary engineering, environmental and other miscellaneous documentation required to submit a Clean Water State Revolving Fund (CWSRF) Construction Application.

WHEREAS, the District desires to complete an engineering evaluation of the conversion of septic to public sewer and seeks grant funds to reduce cost impact to ratepayers.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Groveland Community Services District, California does as follows:

Section 1. The District Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the completion of an engineering evaluation of the feasibility of connection of those properties currently served by private septic systems (the "Project").

Section 2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

Section 3. The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including

certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District at a regular meeting held on the 9th day of July 2024, by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
APPROVED:		
	<u></u>	
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 July 9, 2024.

DATED: 7/9/2024



BOARD MEETING AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Peter Kampa, General Manager

DATE: July 9, 2024

SUBJECT: Agenda Item 7B: Adoption of a Resolution Approving an

Employee Housing Rental Policy

RECOMMENDED ACTION:

I move to adopt resolution 18-2024 approving an Employee Housing Rental Policy.

BACKGROUND:

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

The district currently does not have a policy to implement and employ housing rental program. We were able to find other special districts with housing situations similar to ours, and use much of their policy language that has been tried and tested successful. The draft policy is attached, as is the internal procedure for implementing the policy, as well as the recommended rental agreement. The internal procedure and rental agreement are not part of the policy subject to your approval, and are provided for information only.

ATTACHMENTS:

- 1. Resolution 18-2024
- 2. Draft Employee Housing Rental Policy
- 3. Internal Employee Housing Rental Procedure
- 4. Rental Agreement (subject to legal review)

POLICY

POLICY TITLE: Employee Housing Rental Policy

POLICY NUMBER:

ADOPTED: July 9, 2024 - RESOLUTION 18-2024

I. PURPOSE

To establish a uniform policy and related guidelines for the administration of the Housing Rental Program for District-owned rental housing.

II. POLICY

The Housing Rental Program ("Program") was established because the District values its workforce and the community it serves. The Program is designed to promote and support recruitment, retention, and living in or near the Groveland- Big Oak Flat area by providing rental housing assistance to the District workforce. To operate this Program, the District may purchase condominiums or other housing units in order to be able to offer safe and affordable rental housing to eligible employees. The total number of rental units in the District's inventory will be reviewed at least annually by the General Manager. The General Manager shall oversee the Program and designate the Department responsible for administering the Program.

III. PROGRAM ELIGIBILITY AND ENROLLMENT

- A. District employees occupying permanent positions who do not own homes located within thirty (30) minutes travel time are eligible to participate in the Program. Employees with special circumstances may request a review of their eligibility by the General Manager. In certain circumstances provided in this Policy, permanent employees working for other public agencies in the Groveland- Big Oak Flat area also may be eligible.
- B. Eligible individuals must notify the Program Administrator in writing of their interest in renting a District-owned rental unit ("unit") to be considered for participation in the Program.
- C. Eligible individuals are placed on a wait list in order of when their application is received. When a unit becomes available, the General Manager or their designee will evaluate the operational needs of the District before offering the unit to an eligible employee on the list.

IV. PROGRAM TENANCY

- A. When a unit is available, the Program Administrator will notify the selected employee from the list. In the event there are no employees on the list, a notice of availability will be issued to all District employees. If no District employees are interested in the available housing unit, and subject to the General Manager's approval, the Program administrator shall notify other public agencies in the Groveland- Big Oak Flat area of the availability of the unit.
- B. Individuals selected to be tenants must enter into the District's rental agreement, and comply with all rules, regulations and required notices in the rental agreement, including the provision which requires vacating the rental unit within 30 days after separating from employment. All rental agreements shall be for a month-to-month tenancy.
- C. All tenants must provide a security deposit equivalent to one month's rent as a condition of renting a District-owned rental unit. Upon request, a tenant employed by the District may pay the security deposit in six monthly installments.
- D. If pets are allowed in the housing unit, tenants with pets must pay a pet deposit of \$500.00. The District reserves the right in all cases to prohibit the keeping of any pets in a rental unit or to

SECTION 300 PERSONNEL POLICIES

determine that certain types of pets may be excluded. If a rental unit is subject to a homeowners' association (HOA) and the HOA rules and regulations impose limitations on the keeping of pets, the District's tenants will comply with those HOA rules and regulations.

E. Units designated by the District as temporary housing used for recruitment purposes have a maximum rental term of 6 months, unless extended with the approval of the General Manager.

V. PROGRAM RENTAL RATE

- A. The Fair Market Rent determined for Tuolumne County by the United States Department of Housing and Urban Development ("HUD") will be the primary consideration used by the District in determining the minimum rent charged for a housing unit. However, if the Tuolumne County HUD Fair Market Rent is insufficient to cover Program costs, monthly rental rates may be adjusted accordingly.
- B. The District evaluates the monthly rental rate annually as part of the budget preparation process. This evaluation is conducted to ensure that a minimum level of rent is charged to cover/recover all District costs associated with the Program (e.g., maintenance and repair, refurbishment between tenant occupancies, HOA fees, taxes, etc.). District costs to administer the Program are deemed not to be chargeable rental costs and are excluded from the calculation.
- C. If an increase to the subsequent year's rental amount is required, the District will provide notice of not less than 30 calendar days, but not more than 90 calendar days, to the tenant.



Resolution No. 18-2024

A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS APPROVING AN EMPLOYEE HOUSING RENTAL POLICY

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 is authorized in state law to purchase property which is necessary associated with its operation; and

WHEREAS, due to the lack of rental homes within the district boundaries and the South county region, the District has determined it operationally necessary to purchase property for the purpose of offering temporary rental housing for employees; and

WHEREAS, the District has developed a draft employee housing rental policy for the purpose of establishing guidelines for management staff in administering the employee rental housing program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Groveland Community Services District adopt resolution 18-2024 approving a Employee Housing Policy.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on July 9, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
APPROVE:
Nancy Mora, Board President

Page 2		
ATTEST:		
MILDI.		
Rachel Pearlman, Board Secretary		

CERTIFICATE OF SECRETARY

Resolution 18-24

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 July 9, 2024.

DATED: <u>7/9/2024</u>

GROVELAND COMMUNITY SERVICES DISTRICT

Employee Selection for Available Housing Rental Units

I. Purpose

To describe the process and the criteria for prioritizing the list of eligible employees on the housing rental wait list for available units as referenced in Section III of the Housing Rental Policy.

II. General Information

The Housing Rental Policy (Policy) describes the purpose of the employee housing rental program. The Policy establishes that available rental units will be offered to employees on the wait list based on criteria that prioritize the overall operational needs of the District.

III. Evaluation Process

When a housing rental unit becomes available or is expected to become available, an internal housing rental committee of no fewer than three people will meet to prioritize the wait list based on the criteria identified in Section IV. This committee will be comprised of the General Manager, the employee housing Program Administrator, and at least one department manager selected by the General Manager.

Once the committee has weighed all relevant factors, and reached a decision, the Program Administrator will notify the employee selected from the wait list.

If the committee determines that none of the criteria in Section IV differentiates one employee from the others on the wait list, employees will be offered the unit in the order in which they requested to be placed on the wait list.

Prioritization of the wait list at the time a unit becomes available will not change the original order of the list for units that become available in the future.

IV. Selection Criteria

Selection criteria may include but are not limited to the following:

Frequency of required stand-by assignments

- Required weekend duties
- Job responsibilities
- Response time to operational or maintenance emergencies
- Urgency of housing need
- Current housing situation
- Order in which the employee requested to be placed on the wait list
- Input from employee's department manager

GROVELAND COMMUNITY SERVICES DISTRICT Rental Agreement (Month-to-Month)

dav o	THIS	RENT	CAL AGREEMENT ("Agreement") is made and entered into this, 20, by and between Groveland Community Services
Distr consi consi	ict ("La deration deration	andlord n of the	") and ("Tenant"). For and in covenants and obligations contained herein and other good and valuable eccipt and sufficiency of which is hereby acknowledged, the parties hereto
1.	PRE	MISES	Landlord owns certain real property and improvements located at ("Premises"). Landlord desires
			Premises to Tenant, and Tenant desires to rent the Premises from on the terms and conditions contained herein.
2.	desire to the prior separ tenan	nues on es to ter e other to the eates fr	his Agreement commences on and a month-to-month basis until terminated. If at any time either party rminate the month-to-month tenancy, such party may do so by providing party written notice of intention to terminate at least 30 calendar days desired date of termination of the month-to-month tenancy. If Tenant om Groveland Community Services District employment, his or her this Agreement shall automatically terminate 30 calendar days after the ration.
	comm the da	enceme ate that	rminate may be given on any calendar day, regardless of this Agreement's ent date. Rent shall continue at the rate specified in this Agreement until this Agreement terminates, or as allowed by law. All other terms and this Agreement shall remain in effect until the termination date.
3.	term calen	of this A dar moi	ant shall pay to Landlord the sum of \$ per month as rent for the Agreement. The due date for rent payments shall be the first day of each onth and shall be considered advance payment for that month. Weekends do not delay or excuse Tenant's obligation to timely pay rent.
	A.		ter of Payment. By Tenant's initials below, Tenant is selecting one of the ring options for making monthly rental payments.
		i.	Rent will be paid by Tenant to Landlord at Landlord's offices at 18966 Ferretti Rd., PO Box 350, Groveland, CA 95321, no later than the first day of each calendar month.
		ii.	Authorization Agreement for Automatic Draft Payment. Tenant's rent payment will be automatically deducted on the first day of each calendar month from Tenant's checking account at no additional charge by Landlord. Tenant is to complete the following Authorization and provide Landlord with a "Voided" check.

<u>Authorization</u>: I (Tenant) hereby authorize Landlord to initiate debit entries to my (Tenant's) checking account indicated below and the depository institution named below ("Depository"), to debit my account for all monthly rental payments.

Bank Name:	Branch:	
City:	_ State: Zip:	
Depository Transit / ABA (Routing)	Number:	
Depository Account Number:		
Tenant's Signature:		

This Authorization will remain in full force and effect until Landlord has received written notification from Tenant of its termination in such time and in such manner as to afford Landlord and Depository a reasonable opportunity to act on it.

If no selection is made by Tenant, or if the information provided above is incomplete, Subsection 3.A.i. will be how Tenant makes monthly rental payments to Landlord.

- B. <u>Delinquent Rent</u>. If not paid on the first day of each calendar month, rent shall be considered overdue and delinquent on the fifth day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a delinquent charge equivalent to 5% of one month's rent.
- C. <u>Prorated Rent</u>. If the commencement date is not the first of the calendar month, rent payment remitted on the commencement date shall be prorated based on a 30-day period. If the termination date is not the last day of the calendar month, rent payment remitted for the month of termination shall be prorated based on a 30-day period.
- D. <u>Returned Checks</u>. If any payment by Tenant is returned for insufficient funds or if Tenant stops payment, Tenant will pay \$20.00 to Landlord for each such check, plus overdue/delinquent charges, as described in Subsection 3.B. above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future rent payments by cash, money order, or cashier's check.
- E. <u>Order in which Funds are Applied</u>. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including delinquent charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.

- F. Rent Increases. Landlord may increase the rent by providing written notice to Tenant a minimum of 30 calendar days and no more than 90 days in advance of the effective date.
- 4. **SECURITY DEPOSIT.** Upon execution of this Agreement, Tenant shall deposit with Landlord a sum equivalent to one month's rent, receipt of which is hereby acknowledged by Landlord as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative.
 - A. Refund. Upon termination of the tenancy, all funds held by the Landlord as a security deposit may be applied to the payment of accrued rent and the amount of damages that the Landlord has suffered by reason of the Tenant's noncompliance with the terms of this Agreement or with all applicable laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
 - B. <u>Deductions</u>. Landlord may deduct reasonable charges from the security deposit for:
 - i. Unpaid or accelerated rent;
 - ii. Delinquent charges;
 - iii. Unpaid utilities;
 - iv. Costs of cleaning, deodorizing, and repairing the Premises and its contents for which Tenant is responsible;
 - v. Pet violation charges;
 - vi. Replacing unreturned keys, garage door openers, or other security devices;
 - vii. The removal of unauthorized locks or fixtures installed by Tenant;
 - viii. Insufficient light bulbs;
 - ix. Packing, removing, and storing abandoned property;
 - x. Removing abandoned or illegally parked vehicles;
 - xi. Other items Tenant is responsible to pay under this Agreement.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten calendar days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including delinquent charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

- 5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's authorized family members as provided in Section 9 of this Agreement. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall comply with all applicable laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- 6. **PARKING AND STORAGE.** Tenant may occupy up to two off-street parking spaces on the Premises. Off-street parking may not be used for storage or parking of campers, trailers, unserviceable vehicles, or for working on vehicles. Any such use of off-street parking shall be deemed a breach of this Agreement.
- 7. **NON-SMOKING UNIT.** Smoking is not allowed in the Premises or within 20 feet of the building. Tenant is responsible for any smoke-related repairs and rehabilitation to the Premises if this provision is violated, including Landlord's use of the Security Deposit to remedy any smoke-related damage prior to making the Premises available to a subsequent tenant when it becomes vacant.
- 8. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean, and habitable condition.
- 9. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises without the prior written consent of Landlord. Landlord limits the total number of occupants to two adults or two adults and two children related to Tenant, i.e., spouse, domestic partner, and/or Tenant's children.
- 10. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
- 11. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Agreement term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the tenancy herein provided shall abate until possession is provided. Landlord or its agents shall have 30 calendar days in which to provide possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

- 12. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 13. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, except water, sewer and trash, which shall be maintained by the Landlord.
- 14. **MAINTENANCE, REPAIR AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Agreement. Without limiting the generality of the foregoing, Tenant shall:
 - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not let the temperature within the unit get below 50 degrees (to avoid frozen pipes and any related damages from frozen pipes). Charges will apply if pipes freeze due to a tenant not keeping their unit properly heated;
 - F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - H. Keep all air conditioning filters clean and free from dirt;
 - I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purpose for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - J. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - K. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

- L. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas; and,
- M. Comply with and be bound by all rules and regulations affecting the Premises or the common areas appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. A copy of the Condominium's Rules and Regulations, and as amended from time to time, is attached hereto and made a part hereof.

Notwithstanding the foregoing, it is the Landlord's obligation to maintain the Premises in a habitable condition. Tenant should contact:

Groveland Community Services District Administrative Services Manager PO Box 350, 18966 Ferretti Rd., Groveland, CA 95321 (209) 962-7161

(or current property maintenance service provider designated by Landlord), to report maintenance or repair requests. However, Landlord is not responsible for defective conditions caused by Tenant's wrongful or negligent actions or inactions or those of any person upon the Premises with Tenant's permission.

- 15. **INSURANCE.** Landlord will not insure Tenant against any personal injury or property damage, including that caused by an act or omission of any other tenant or third party, or by any criminal act or activity, or any other cause whatsoever. Tenant is required to obtain renter's insurance starting on the first day of his or her tenancy and to maintain the renter's insurance policy for the duration of the tenancy under this Agreement. Tenant shall pay all renter's insurance premiums. Renter's insurance policy must include a minimum of \$300,000 in personal liability coverage and include Mammoth Community Water District as an additional insured. Tenant shall provide evidence of renter's insurance coverage to District by providing a copy of the in-force policy or certificate of insurance at the commencement of his or her tenancy and by December 1 of each subsequent year during the tenancy.
- 16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate at the time of loss except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction of the Premises, with Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. If Landlord exercises its right to repair such uninhabitable portion, the monthly rent shall abate in the proportion that the injured part(s) bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after

which the full rent shall recommence, and the Agreement continue according to its terms.

- 17. **ACCESS BY LANDLORD.** During the term of this Agreement and any renewal term or terms, Landlord and Landlord's agents shall have the right at all reasonable times and by all reasonable means, with notice under the provisions of applicable state law, to enter the Premises for the following purposes:
 - A. Inspect the Premises for condition;
 - B. Make repairs;
 - C. Show the Premises to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
 - D. Exercise a contractual or statutory lien;
 - E. Leave written notice; and
 - F. Seize nonexempt property after default.

Advance notice is not required to respond to an emergency, or if the Tenant has moved out or abandoned the rental unit.

Landlord may prominently display a "For Sale" or "For Rent/Lease" or similarly worded sign on the Premises during the term of this Agreement.

If Tenant fails to permit reasonable access under this section, Tenant shall be deemed to be in breach of this Agreement.

- 18. **SUBORDINATION OF RENTAL AGREEMENT.** This Agreement and Tenant's interest hereunder are and shall be subordinate to all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
- 19. **SURRENDER OF PREMISES.** Upon termination of this Agreement, Tenant shall surrender the Premises in as good a condition as it was at the commencement of this Agreement, reasonable wear and tear and damages by the elements excepted.
- 20. **ANIMALS.** Tenant shall not keep any pets or other animals on the Premises, unless authorized in advance by Landlord. Tenant will pay to Landlord an additional security deposit of \$500.00 if Tenant is allowed to keep pets on the Premises. Condominium Rules and Regulations may impose protocols related to pets and Tenant's responsibilities. No more than two usual household pets such as dogs, cats, fish, or birds will be allowed on the Premises. Tenant is to comply with all applicable rules and regulations imposed by this Agreement, any homeowners' association, and

the County of Tuolumne. Tenant's failure to comply with all applicable rules and regulations may be deemed a breach of Agreement. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24 hours' advance written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Premises caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

As indicated hereunder, initialed by Tenant and Landlord or Landlord's agent, Tenant is authorized by Landlord to maintain pets and has deposited with Landlord the additional security deposit stated in this section:

		No pets.			Yes, number of pets:	
Landlord	Tenant	-	Landlord	Tenant	· ·	

- 21. **WATERBEDS.** There will be no waterbeds, unless authorized in advance by Landlord in writing. Any exceptions for waterbeds may be subject to additional rules and an increase in the security deposit to protect against the additional risks presented by waterbeds.
- 22. **QUIET ENJOYMENT.** Tenant, upon payment of all sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 23. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
- 24. **DEFAULT.** If Landlord breaches this Agreement, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven calendar days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate this Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven calendar days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity, and/or may immediately terminate this Agreement.
- 25. **ABANDONMENT.** If, at any time during the term of this Agreement, Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option,

obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may store any personal property left behind for a period of 30 calendar days. If Tenant fails to pick up said property within that time, during which time Landlord shall surrender the same to Tenant cost free, such property, regardless of its value, shall become the property of the Landlord and may be retained or disposed of as the Landlord sees fit.

- 26. **ATTORNEYS' FEES.** In the event of the institution of any proceedings to enforce this Agreement or any part thereof, the prevailing party in such proceeding shall be entitled to a reasonable attorney fee.
- 27. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement in the Public Records of any public office. If Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 28. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of California.
- 29. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 30. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 32. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 33. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
- 34. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.
- 35. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be delivered to Tenant at the Premises and Tenant's mailing address indicated

herein, and to Landlord at the following address: General Manager, Groveland Community Services District, PO Box 350, 18966 Ferretti Rd., Groveland, CA 95321.

36. **DISCLOSURES.**

- A. This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.
- B. <u>Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards</u>.

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

i. LANDLORD'S DISCLOSURE:

a) Presence of lead-based paint and/or lead-based paint hazards:

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the Landlord:

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

_____ Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

iii. LANDLORD'S ACKNOWLEDGMENT:

Landlord is aware of the Landlord's obligations under 42 U.S.C. 4852d and is aware of the responsibility to ensure compliance.

C. Database Disclosure.

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about offenders may be displayed on the Internet http://www.meganslaw.ca.gov.

- 37. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
- 38. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

[Signatures follow on next page]

LANDLORD: Groveland Community Services District	TENANT:
Signature	Signature
Print Name	Print Name
Date	Date
	Tenant's Email
	Tenant's Mailing Address
	City, State and Zip Code

Attachments: Pamphlet Protect Your Family from Lead in Your Home Notice & Information about Bed Bugs Condominium Rules and Regulations (if applicable)



BOARD MEETING AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Peter Kampa, General Manager

DATE: July 9, 2024

SUBJECT: Agenda Item 8A: Conference with Real Property Negotiators

(Government Code Section 54956.8)

BACKGROUND:

This item is before the board today because on May 28th the Board approved District staff to purchase two (2) residential properties for the purpose of providing employee housing as there are little to no rentals available in the Groveland area and the District has three critical vacancies. The District has looked at two homes on the market and is in escrow with one home. Staff is seeking direction on price, terms and conditions, and approval from the board to negotiate on three (3) more properties which are listed on today's Agenda.

Again, the District only intends to purchase two homes at this time, those that best serve the needs of the District.