

# STAFF REPORT

**AGENDA ITEM:** Adopt three Resolutions required by the State Water Resources Control Board as part of the CWSRF application

**MEETING DATE:** May 15<sup>th</sup>, 2017

**PREPARED BY:** Alfonso Manrique, District Engineer

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## **RECOMMENDATION:**

Board of Directors to adopt three resolutions required by the State Water Resources Control Board (SWRCB) as part of the Clean Water State Revolving Fund (CWSRF) Application.

## **BACKGROUND:**

The District is applying to the SWRCB CWSRF to fund sewer collection system improvements within downtown Groveland and Big Oak Flat. The SWRCB requires that the applicant's Governing Board adopt three resolutions. The resolutions are as follows:

- ❖ A Resolution authorizing the General Manager to sign and file a financial assistance application to the CWSRF for the design and construction of sewer collection system improvements within downtown Groveland and Big Oak Flat.
- ❖ A resolution authorizing the General Manager to sign the financing agreement, amendments, and certifications for funding, to approve claims for reimbursement, to execute budget and expenditure summary, to sign final release form and to sign certification of the project completion, and pledging and dedicating net water revenues to pay CWSRF financing.
- ❖ A Resolution stating the Board's intention to be reimbursed for expenditures incurred ahead of the approval of the disbursement of CWSRF construction funds.

## **DISCUSSION:**

The adoption of these three resolutions is a requirement to complete the CWSRF Construction application. Once the application is submitted the SWRCB will determine the project's eligibility for funding.

Once approved, the SWRCB will begin drafting a financing agreement which may take up to a year to complete. SWRCB staff have not indicated how much of the project will be grant funded. However, the current intended use plan for the CWSRF indicates that the District should be eligible for up to \$6 million in grant. If there is a loan component, the City will reimburse the SWRCB using net revenues from the sewer fund.

## **FISCAL IMPACT:**

The adoption of these Resolutions has no Fiscal Impact.

**ATTACHMENTS:**

1. Resolution No. 4-17 titled: *“RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT (GCSO) AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION TO THE STATE CLEAN WATER STATE REVOLVING FUND (CWSRF) FOR THE DESIGN AND CONSTRUCTION OF SEWER COLLECTION SYSTEM IMPROVEMENTS.”*
2. Resolution No. 5-17 titled: *“A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT (GCSO) STATING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE APPROVAL OF THE DISBURSEMENT OF CWSRF CONSTRUCTION FUNDS FROM THE STATE WATER RESOURCES CONTROL BOARD.”*
3. Resolution No. 6-17 titled: *“A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT (GCSO) PLEDGING AND DEDICATING NET SEWER REVENUES TOWARDS PAYMENT OF CLEAN WATER STATE REVOLVING FUND (CWSRF) FINANCING.”*

**RESOLUTION NO. 4-17**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT (GCSD) AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION TO THE STATE CLEAN WATER STATE REVOLVING FUND (CWSRF) FOR THE DESIGN AND CONSTRUCTION OF SEWER COLLECTION SYSTEM IMPROVEMENTS**

**WHEREAS**, the Groveland Community Services District (GCSD) has the authority to construct, operate and maintain its sewer system; and

**WHEREAS**, the GCSD desires to construct sewer collection system improvements to reduce the cost of the sewer maintenance provided to the consumers of the Groveland Community Services District.

**WHEREAS**, the CWSRF provides funding for projects that directly benefit Disadvantage Communities and Severely Disadvantaged Communities.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Groveland Community Services District hereby resolves as follows:

1. The General 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 design, and construction of Sewer Collection System Improvements (the "Project").
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.
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 this 15th day of May, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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Robert Swan, Board President of the GCSD

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Special Meeting of the Board of Directors of the GCSD this 15th day of May, 2017.

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Jennifer L. Flores, Board Secretary of the GCSD

## RESOLUTION NO. 5-17

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT (GCSO) STATING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE APPROVAL OF THE DISBURSEMENT OF CWSRF CONSTRUCTION FUNDS FROM THE STATE WATER RESOURCES CONTROL BOARD.

**WHEREAS**, the GCSO (the "Agency") desires to finance the costs of constructing Sewer Collection System Improvements, including certain pipeline replacement, rehabilitation, and other infrastructure (the "Project"); and

**WHEREAS**, the Agency intends to finance the construction of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

**WHEREAS**, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

**WHEREAS**, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and

**WHEREAS**, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the GCSO hereby resolves as follows:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$3,500,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

Passed and adopted this 15th day of May, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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Robert Swan, Board President of the GCSD

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Special Meeting of the Board of Directors of the GCSD this 15th day of May, 2017.

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Jennifer L. Flores, Board Secretary of the GCSD

**RESOLUTION NO. 6-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT (GCSD) PLEDGING AND DEDICATING NET SEWER REVENUES TOWARDS PAYMENT OF CLEAN WATER STATE REVOLVING FUND (CWSRF) FINANCING.**

**WHEREAS**, the GCSD (the "Agency") would like to provide improved sewer service and lower the cost of providing sewer maintenance; and

**WHEREAS**, the GCSD seeks financing from the State Water Resources Control Board for the Construction of Sewer Collection System Improvements ("Project").

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the GCSD hereby resolves as follows:

1. The Agency dedicates and pledges net revenues of the Wastewater Enterprise Fund to payment of any and all Clean Water State Revolving Fund program financing for the Groveland Community Services District Sewer Collection System Improvements.
2. The Agency commits to collecting such revenues and maintaining such funds through the term of such financing and until the Agency has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board.
3. So long as the financing agreement(s) are outstanding, the Agency's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenues(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the Agency commits to maintain the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s).

Passed and adopted this 15<sup>th</sup> day of May, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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Robert Swan, Board President of the GCSD

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Special Meeting of the Board of Directors of the GCSD this 15<sup>th</sup> day of May, 2017.

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Jennifer L. Flores, Board Secretary of the GCSD

## AGENDA SUBMITTAL

**TO:** GCSD Board of Directors  
**FROM:** GCSD Staff  
**DATE:** May 15 2017  
**SUBJECT:** Consider for Approval Request from Tuolumne County for  
Hazardous Tree Removal

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### SUMMARY

The County of Tuolumne is asking the District to enter into a "Hold Harmless" agreement to facilitate the removal of dead and dying trees upon and adjacent to the District's property along Ferretti Rd. CT Bioenergy Consulting has been engaged by the County to inspect and mark the trees in question. The District has a Water and Sewer line located in an area that has trees marked for removal which will be indicated to the tree removal contractor prior to any work beginning.

### Attachments:

1. Tuolumne County Hazardous Tree Removal

### RECOMMENDED ACTION

Authorize the General Manager to sign the Right of Entry and Hold Harmless Permit with the County of Tuolumne for Hazardous Tree Removal.



Office of Emergency Services  
County of Tuolumne

Karl Rodefer, Director  
Craig L. Pedro, Assistant Director  
Tracie M. Riggs, Coordinator  
www.tuolumnecounty.ca.gov

RECEIVED  
MAY 08 2017

Subject: **Removal of Dead and Dying Trees**

Dear Resident,

BY: .....

Tuolumne County will soon begin removing dead and dying trees resulting from the current drought and subsequent bark beetle attack. We are sending this letter and enclosed Right of Entry Permit to you as the County of Tuolumne has determined you may have dead and dying tree(s) on your property requiring removal to maintain public safety and emergency personnel road access. Specifically, the County will be removing trees that could potentially fall on or over a county maintained road or County maintained structure. Some of these trees may be on your property or near your home.

Additionally, this letter is to alert you that we will be starting a project in your neighborhood soon. Removal of these trees will be provided as a service, free of charge to you.

To initiate this process, Tuolumne County must obtain the enclosed Right of Entry Permit from you. By signing the Right of Entry Permit you are allowing:

1. The contracted arborists and/or foresters to access your property and mark any tree identified as dead or dying due to drought and/or bark beetle infestation that threaten a County maintained road or structure. Please note, some trees may not look dead but may be marked for removal by the arborist or forester because the tree is showing signs of beetle infestation and will die in the near future.
2. The County of Tuolumne and its contractors to operate on your property, holding them harmless, and waiving any ownership or monetary value of the trees.

All contractors working on or near your property will be fully licensed and insured. You may obtain a copy of their professional services contract that includes copies of their licensure and insurance upon written request.

Soon you will see contracted Arborists and/or Registered Professional Foresters near your neighborhood marking trees for future removal. A few weeks after the trees have been marked, Licensed Timber Operators or tree service companies, who are contracted through Tuolumne County, will be removing and disposing of the trees. Disposal of the trees will take place at Pacific Ultrapower, American Wood Fibers, Sierra Pacific Industries, and/or the Tuolumne County Wood Sort Yard, depending on the condition and market use of each tree. CAL FIRE, PG&E, and Caltrans will be coordinating with the County of Tuolumne to ensure the trees are removed and debris is cleared.



While we are working on tree removal as quickly as possible, the problem is vast, and we cannot predict when this project will begin, or be completed. Every effort will be made to cut and remove dead trees in your area as soon as possible.

To Complete the Right of Entry Form:

1. Enter the property address and Assessor's Parcel Number (APN) at the top right of the first page. You can find your APN printed on the address label this form was mailed in. For multiple properties, put each address and APN on the same form.
2. Sign, print your name and date on the back page. Additional information, such as access instructions or contact info can be printed in the blank space at the bottom of the last page of the form.

We appreciate your attention to this matter. It is important you please provide your address OR Assessor's Parcel Number (APN), sign, and return the Right of Entry Permit. The Right of Permit must be signed and returned to:

**County Administrator's Office  
Office of Emergency Services  
2 South Green Street 4<sup>th</sup> Floor  
Sonora, CA 95370 county**

**Or**

**Fax: 209-533-5510**

Should you have any questions, please do not hesitate to contact the Community Information Lines at: (209) 533-6394. Due to the high volume of calls, it may be necessary to leave a message with your contact information. Someone will return your call soon as possible. For project updates, please visit [tuolumnecounty.ca.gov](http://tuolumnecounty.ca.gov) and click on Tree Mortality.

Sincerely,

**ETHAN O. BILLIGMEIER**  
Administrative Analyst  
Tuolumne County Office of Emergency Services



## Tree Removal FAQ's

**Q. Is there a charge to have my trees marked and removed?**

A: No, the County of Tuolumne is offering this service to you, free of charge.

**Q: Will the County be removing trees that have already been cut down and are on my property?**

A: No, the grants fund provided to Counties for tree mortality only allows for removal of trees and woody debris that threaten County infrastructure. Trees that have been felled by PG&E will be removed by their contractor. You can contact PG&E by calling 1-800-743-5000. CAL FIRE will also be assisting with chipping the remaining debris from the County tree removal. CAL FIRE assistance may be intermittent as fire season begins. The crews will return as soon as possible to finish clean up. The homeowner may continue the clean-up if they do not want to wait.

**Q: What if I want to keep some of the trees for firewood?**

A: If you want to keep any trees please mark them with red flagging so we know which ones to take and which ones not to. Please keep in mind, if you choose to keep trees you will need to have them cleaned up to keep defensible space around your home, otherwise you may be cited by CAL FIRE. If you choose not to have the county remove the logs, and later decide you want them removed you will be responsible for the cost of removal.

**Q: What is the right of entry permit and do I really need to sign it?**

A: Signing and returning the right of entry permit is the only way we can have our Arborists, Foresters, Timber Operators, and CAL FIRE crews access your property to mark, fall, and remove any trees. Failing to sign and return the right of entry permit means that your home will be skipped over and you may be responsible for any damage the tree may cause if it falls on a road or structure. You could receive right of entry permits from PG&E (and their subcontractors), Caltrans, or other special districts (ex. TUD, Twain Hart CSD) as well.

**Q: When do you anticipate the project will start?**

A: It is difficult to give an exact date because we need to receive the majority of the Right of Entry forms before developing a project to put out to bid. Furthermore, coordination with our contractors, PG&E, and Cal-Fire takes some time. The County will make every effort to post current tree removal projects on the Tree Mortality Web Page ([www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov))

**Q: PG&E cut down trees on my property and left logs and slash everywhere. Who can I contact to get them to clean it up?**

A: Per PG&E's Public Utility Code, they are not required to remove the log once it is cut down since it is technically the resident's property; however, they do have a contractor with Phillips and Jordan, a debris management company to assist with the clean-up and removal of trees PG&E has felled. If you call the PG&E help desk at 1-800-743-5000 and ask to sign up for the debris removal program in Tuolumne County, you will be put in contact with someone at PG&E who can assist you.

**Q: What if I don't live at my home full-time but want to be there when the work is being done. Can you let me know when the work will take place?**

A: You can be alerted when the tree marking and removal projects will begin by checking the County Tree Mortality web page ([www.tuolumne.ca.gov](http://www.tuolumne.ca.gov)), but unfortunately because there is no way of telling how fast the projects will advance from property to property it is not possible to alert when work will begin on your specific property(s).

**Q: Who can I contact if I have dead trees near a power line?**

A: If the tree is near a PG&E power line, please call them at 1-800-743-5000.

**Q: What other agencies are removing dead trees in the county.**

A: There are multiple state and local agencies addressing tree mortality in our county:

- **County OES**, contractors will be marking and removing any tree that can fall and hit a county maintained road or county owned infrastructure.
- **PG&E** is marking and removing trees that would fall and knock down their power lines. They just recently launched their debris removal program in which they will remove trees and debris they fell that is within 100 feet of a home and 20 feet of a road.
- **Caltrans** is working on highway 108 and removing trees from Soulsbyville to Strawberry. They can remove trees that 100ft from center-line on each side of the highway. Caltrans will also be hauling off the trees they remove.
- **TUD** is in the process of marking and removing trees that threaten their infrastructure (ditches, flumes, water tanks, etc.).
- **Twain Harte CSD** is in the process of developing their project areas for their contractors to begin marking trees.

**All of these entities have their own right of entry permit that will need to be signed in order for the tree to be removed.**



Office of Emergency Services

RIGHT OF ENTRY PERMIT
TREE MORTALITY EMERGENCY PROGRAM

ADDRESS ("Premises"): [redacted]

APN #: 066-030-63

DATE: [redacted]

COUNTY OF TUOLUMNE
OFFICE OF EMERGENCY SERVICES
2 SOUTH GREEN STREET,
SONORA, CA 95370

I/We [redacted], the owner(s) of the above-referenced property, do hereby grant and freely and without coercion, the right of access and entry to said property to the State of California and the County of Tuolumne, and their agents, officials, employees, and/or volunteers, contractors and subcontractors, subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants County a right-of-entry ("Permit") over the Premises for the purpose of inspecting the Premises for dead and/or dying trees, testing materials on the Premises, removing and/or clearing trees, hauling and/or disposing of trees, subject to the terms and conditions set forth in this Permit. It is fully understood this Permit does not create any obligation on the County to perform inspection, testing or tree removal or clearance. Owner understands the County will undertake no removal or clearance of trees or any related action until this Permit is signed and returned. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

2. Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless the County, the State of California, Cal OES, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' lines or other liens, labor disputes, attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, and hereby release, discharge and waive any claims and action, in law or equity, arising therefrom.

3. No County Assumption of Liability for Remediation. In consideration of the assistance County is providing to Owner under this Permit, at no cost to Owner, County assumes no liability or

responsibility, and Owner shall not seek to recover from County, the State of California, Cal OES or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the cost of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit. Owner agrees and understands the County and/or its agents may sell the felled trees and hereby waives any and all rights, actions, claims, in law or equity as to the value of said trees in exchange for the services provided pursuant to this Permit.

4. County's Agents. Any person, firm or corporation authorized to work upon the Premises by the County shall be deemed to be County's agent, including but not limited to Cal OES, Cal Fire, California Conservation Core or California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.

5. Authority. Owner represents and warrants it has full power and authority to execute and fully perform its obligations under this Permit pursuant to its governing instruments, without the need for any further action, and the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owners.

6. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

7. Modification. The provisions of this Permit may not be modified, except by written instrument signed by both parties.

8. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

9. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

10. Notices. Any notice required hereunder shall be provided as follows:

For the County:

Name: Tracie Riggs, Deputy County Administrator  
Department: County Administrator/Office of Emergency Services  
Address: 2 South Green Street, Sonora, CA 95370  
Phone: (209) 533-5511

For the Owner:

Name:  
Address:  
Number:

**RELEASE: IN CONSIDERATION FOR THE CONSENT TO ACCESS AND COUNTY'S PROVISION OF THE TREE MORTALITY EMERGENCY PROGRAM ASSISTANCE, AS SET**

FORTH ABOVE, I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DEATH, INJURY, OR DAMAGE TO MYSELF OR MY PROPERTY DURING THE PROVISION OF TREE MORTALITY EMERGENCY PROGRAM ASSISTANCE. I FURTHER AGREE THAT NEITHER THE COUNTY, NOR OTHERS, SHALL INCUR ANY FINANCIAL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEATH, INJURY OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY ARISING OUT OF THE PROVISION OF PROGRAM ASSISTANCE AS SET FORTH ABOVE. ACCORDINGLY, I HEREBY RELEASE AGENCY FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT MY SUCCESSORS, HEIRS, ASSIGNS OR I MAY HAVE FOR DEATH, INJURY, OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY DUE TO PROVISION OF DROUGHT PROGRAM ASSISTGANCE AS SET FORTH ABOVE.

IN WITNESS WHEREOF, Owner and County have executed this Permit effective as of \_\_\_\_\_, 2016.

**OWNER**

Signed: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

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

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

**COUNTY OF TUOLUMNE**

Signed: \_\_\_\_\_

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

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

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



## Lindsay Northrop

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**To:** Jennifer Flores  
**Subject:** RE: Board Direction-GM Recruitment

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**From:** Brent Ives [<mailto:brent@bhiconsulting.com>]  
**Sent:** Thursday, May 11, 2017 9:39 AM  
**To:** Jon Sterling  
**Subject:** Re: Board Direction-GM Recruitment  
**Importance:** High

Jon - see my answers/questions below: **in red.**

**Brent Ives**  
BHI Management Consulting  
[BHIconsulting.com](http://BHIconsulting.com)



On May 11, 2017, at 5:58 AM, Jon Sterling <[jsterling@gcsd.org](mailto:jsterling@gcsd.org)> wrote:

Brent,

The Board would like to see the following actions taken in regards to the GM recruitment process;

- 1) Invoices- need clarification on the work performed, time spent on each task, and hourly rate charged. - **I can certainly add more detail on invoice upon request. To date no further detail has been requested since the invoices track the progress made directly and responses from/to candidates.**
  
- 2) Applications- Provide copies of the applications received to date for review by the Recruitment Committee (sent sealed to the attention of the GM recruitment committee) - **I am proceeding, as the Board agreed, down the path established by the Board and the accepted proposal. As such, when the closing date comes , May 19, I will prepare a report to share the candidates with the Board/committee to be delivered in person, as is typical, with me presenting. I am requesting this meeting, as in my last email, sometime in late May or early June. I will not deviate from that schedule without hearing directly from the committee chair or Board President. I can be reached at 209-740-6779. Had they any concerns or questions about the approach, I would normally discuss that with them, not an intermediary. If you are to be the sole point of contact and I am not to meet with the committee soon, please have the Board President contact me with such direction.**



- 3) Budget- Concerns over the cost to date have been raised, moving forward how will the recruitment remain on budget? Since I have done a number of these recruitments, this one is on-track for the budget provided. Barring any major changes in the scope of the search, the cost will not exceed the amount within the agreement.
- 4) Advertising- The full Board would like to see advertising for the position locally within the Pine Mountain Lake news, Yosemite Highway Herald and the Union Democrat. With the publication dates being the first week of July for the two local publications the District is extending the application deadline to July 18 2017. This request expands the marketing date two full months and is a major change. We currently have four qualified candidates who have understood the original schedule, and I am not sure that they will wait. I believe it to be best to run these through the process outlined, then perhaps expend if necessary. I would like to understand the value of that schedule expansion with/from the committee. My earlier request was to insert one last marketing ad into the Union Democrat only. That serves two purposes: one, to make sure locals can see the position if they haven't to date via other means, and the other is to satisfy those paying attention to the District's actions regarding the recruitment. We have never received any credible candidates from local newspapers. So we generally wait until the late stages of marketing and limit the circulation. Should the committee/board wish to extend after hearing the status of the pool in our meeting, we can certainly have time to do so in the publications that are noted.
- 5) Progress payment- The progress payment invoice received on April 28 2017 will not be processed until the committee is in receipt of requested documents. I will be happy to put any more detail into this invoice and re-submit, but that bill will remain as payable. The agreement was not based on hours, but services. My hourly rate is \$275, I refer to that in the updated invoice attached.

Note: This is a highly unusual process with GCSD. I was never provided the guidance directly from the Board or committee to work only with you and through you. In normal circumstances, I will have met with the committee and be in direct contact with them via phone or written updates routinely during this search/marketing phase. I had sent an email to you outlining all of this last week and requesting a meeting to discuss the candidate pool. I do not think this needs to get difficult or off-track. I simply need to hear from them so I can fill them in and fulfill their wishes regarding next steps. If you would provide a phone number on either the committee chair or the Board President I can discuss with them and take it from there. Please provide your response to this, since the dates are approaching quickly.

If you have any questions please do not hesitate to ask.

The three emails are below. All you do is attach the article and send them an email stating you would like it published in the upcoming paper.

Union Democrat:

[legals@uniondemocrat.com](mailto:legals@uniondemocrat.com)

Highway Herald:

[info@yosemitehwyherald.com](mailto:info@yosemitehwyherald.com)

PML News:

[pmlnews@sabredesign.net](mailto:pmlnews@sabredesign.net)

Jon Sterling  
Operations and Maintenance Manager  
General Manager  
Groveland Community Services District  
(209)962-7161 ext. 24

## **Prevent Costly Winter Water Breaks... Winterize!!!!**

More tips at [www.gcsd.org](http://www.gcsd.org)

This message is confidential. It may also be privileged or otherwise protected by work product immunity or other legal rules. Absent consent of the sender, you may not forward this e-mail to another person. If you have received it by mistake, please let us know by e-mail reply and delete it from your system; you may not copy this message or disclose its contents to anyone. Please send us by fax any message containing deadlines as incoming e-mails are not screened for response deadlines. The integrity and security of this message cannot be guaranteed on the Internet.