



## SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 [www.gcsd.org](http://www.gcsd.org)

### SPECIAL MEETING AGENDA

November 30, 2021

10:00 a.m.

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

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

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

**Computer, tablet or smartphone:** Watch the live streaming of the meeting and submit timely comments 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:**

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

**Telephonic / Electronic Comments:** During the meeting, the Board President or designee will announce the opportunity to make public comments by voice and in writing, and identify the cut off time for submission of written comments. Comments can be emailed in advance of the Board meeting and up to the time of Board consideration of the item during the meeting. Send email to [board@gcsd.org](mailto:board@gcsd.org), and write "Public Comment" in the subject line. Once you have joined the Board meeting online using Zoom, public comments can also be submitted using the Chat function while in the Zoom Meeting. In the body of the email or Chat, include the agenda item number and its title, as well as your comments. The Board President will also allow 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, as far in advance of the meeting as possible at (209) 962-7161 or [rpearlman@gcsd.org](mailto:rpearlman@gcsd.org). Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

**PUBLIC RECORDS:**

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

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

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



## **SPECIAL MEETING OF THE BOARD OF DIRECTORS**

District Office, 18966 Ferretti Road

Groveland, CA 95321  
(209) 962-7161 [www.gcsd.org](http://www.gcsd.org)

### **AGENDA**

November 30, 2021  
10:00 a.m.

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Roll Call of Board Members**

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

#### **1. 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.

#### **2. 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 Accepting the Airport Estates Water Improvements and Easement Grant Deed

#### **3. Adjournment**



**TO: GCSB Board of Directors**

**FROM: Peter Kampa, General Manager**

**DATE: November 30, 2021**

**SUBJECT: Agenda Item 2A: Adoption of a Resolution Accepting the Airport Estates Water Improvements and Easement Grant Deed**

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**RECOMMENDED ACTION:**

*I move to approve Resolution 39-2021 to accept the Airport Estates water improvements and Easement Grant Deed on behalf of the District.*

**BACKGROUND:**

In 2020, the Mid-Valley Aviation, LLC, a California limited liability company (Developer) showed interest in developing a residential subdivision along the northeast boarder of the Groveland CSD (GCSB) service area. The proposed development area was outside of the District’s service area boundary.

On April 14, 2020, an Annexation Agreement was entered into between the GCSB and the Developer. The Annexation Agreement spelled out annexation requirements for potential connection of water and sewer services.

Shortly after, an Advance Funding Agreement was entered into by the Developer and the District. The Advanced Funding Agreement listed funding requirements by GCSB to provide water services.

On July 14, 2020, a Plan Check and Construction Inspection Agreement was entered into by Developer and the District. The Plan Check and Construction Inspection Agreement listed requirements regarding preparation of plans and specifications for the proposed improvements, construction guidelines, deposits for District services, permits, project completion, right of entry and final inspections/testing.

On October 8, 2020, the Tuolumne County Local Agency Formation Commission (LAFCO) issued an out of boundary service agreement for the proposed Airport Estates development. The out of boundary service agreement permitted the District to provide water services to the proposed Airport Estates, on a temporary basis, while the annexation application is being processed. As LAFCO cannot continue with processing the annexation application, as listed in the Annexation Agreement, until Tuolumne County LAFCO has updated their current sphere of influence and municipal service review, which is expected to be completed in the early months of 2022.

**DISCUSSION:**

During the middle of 2020, the Developer completed and submitted plans and specifications for the proposed Airport Estates water infrastructure in accordance with the Plan Check and Construction Inspection Agreement. On October 13, 2020, the plans and specifications were approved by the District Engineer.

Following the approval of the proposed improvements, the Developer proceeded to construct said water infrastructure per the LAFCO temporary out of service boundary agreement. Moyle Excavation Inc., Class A General Contractor, completed the construction of the water improvements during December of 2020. The proposed improvements were inspected by GCSD staff and deemed acceptable. Enclosed are the costs associated with the proposed water improvements.

After the proposed improvements were accepted, as-built drawings depicting the additional infrastructure that was installed were developed, as well as dedicated easements.

On November 19, 2021, the Developer provided the District with a letter of dedication for the proposed improvements. The letter dedicated all additional water infrastructure that was installed to service the proposed Airport Estates to the District.

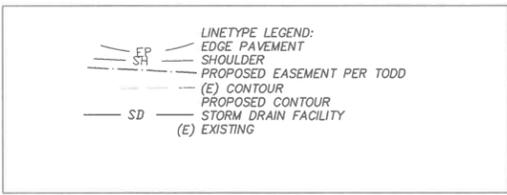
**FISCAL IMPACT:**

Construction costs for the construction of the proposed Airport Estates additional water infrastructure was covered in full by the Developer, at no expense to the District.

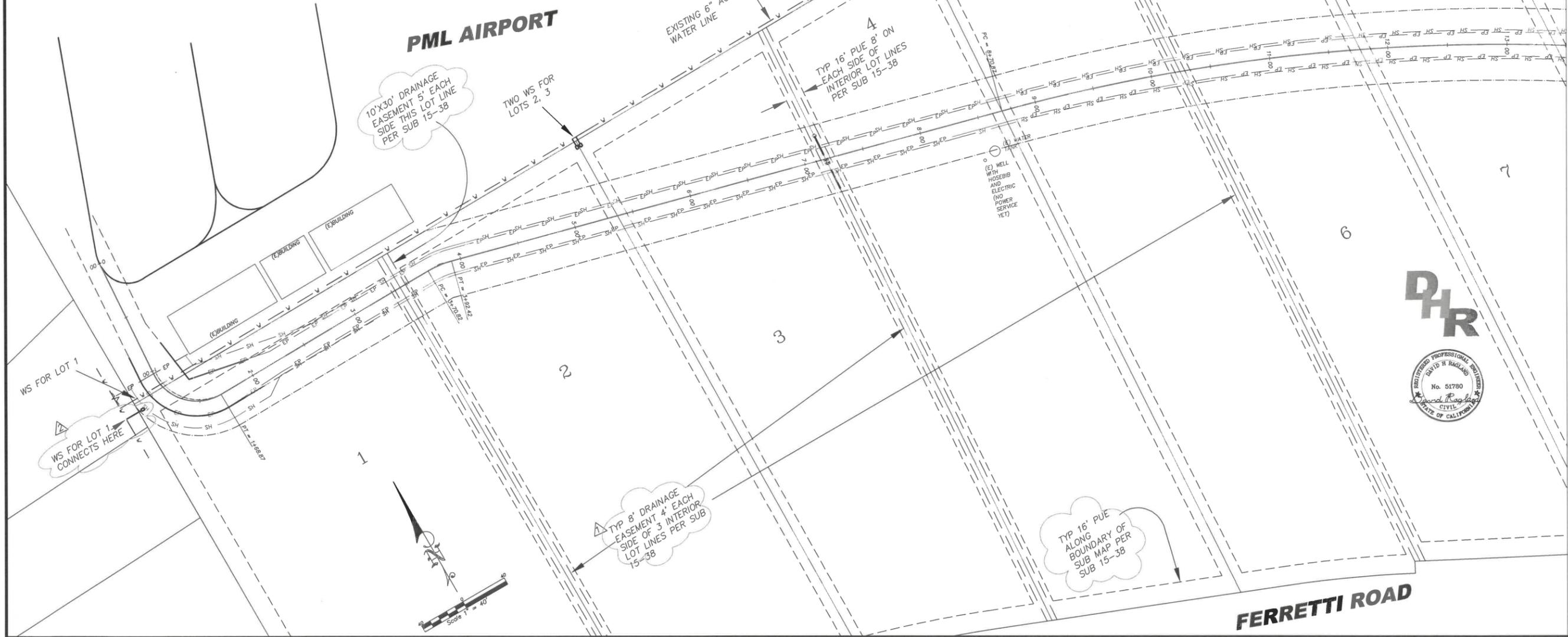
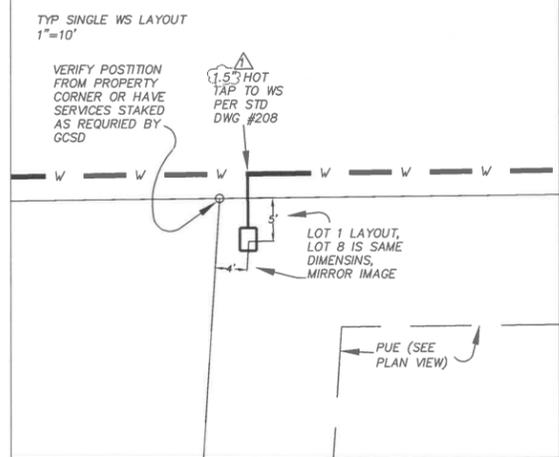
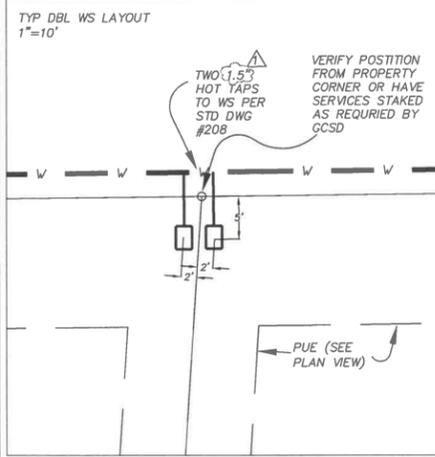
**ATTACHMENTS:**

1. As-built Drawings
2. Easement Grant Deed
3. Construction Costs
4. Plan Check and Construction Inspection Agreement
5. Parcel Map of the Development Area
6. LAFCO Out of Boundary Service Area Agreement
7. Letter of Dedication

# AS-BUILT 06/16/2021 WATER SERVICE PLAN LOTS 1-8 OF SUB 15-38



**APPROVED**  
BY: AM DATE: 8/3/21



**1**  
**DR**  
**1**

**David Ragland**  
ENGINEERING AND LAND SURVEYING  
19545 ROGERS ROAD  
SONOMA, CA 95370  
Phone (209) 532-7491  
Email dragland@mtinfo.com

FOR: **PEMBERTON**

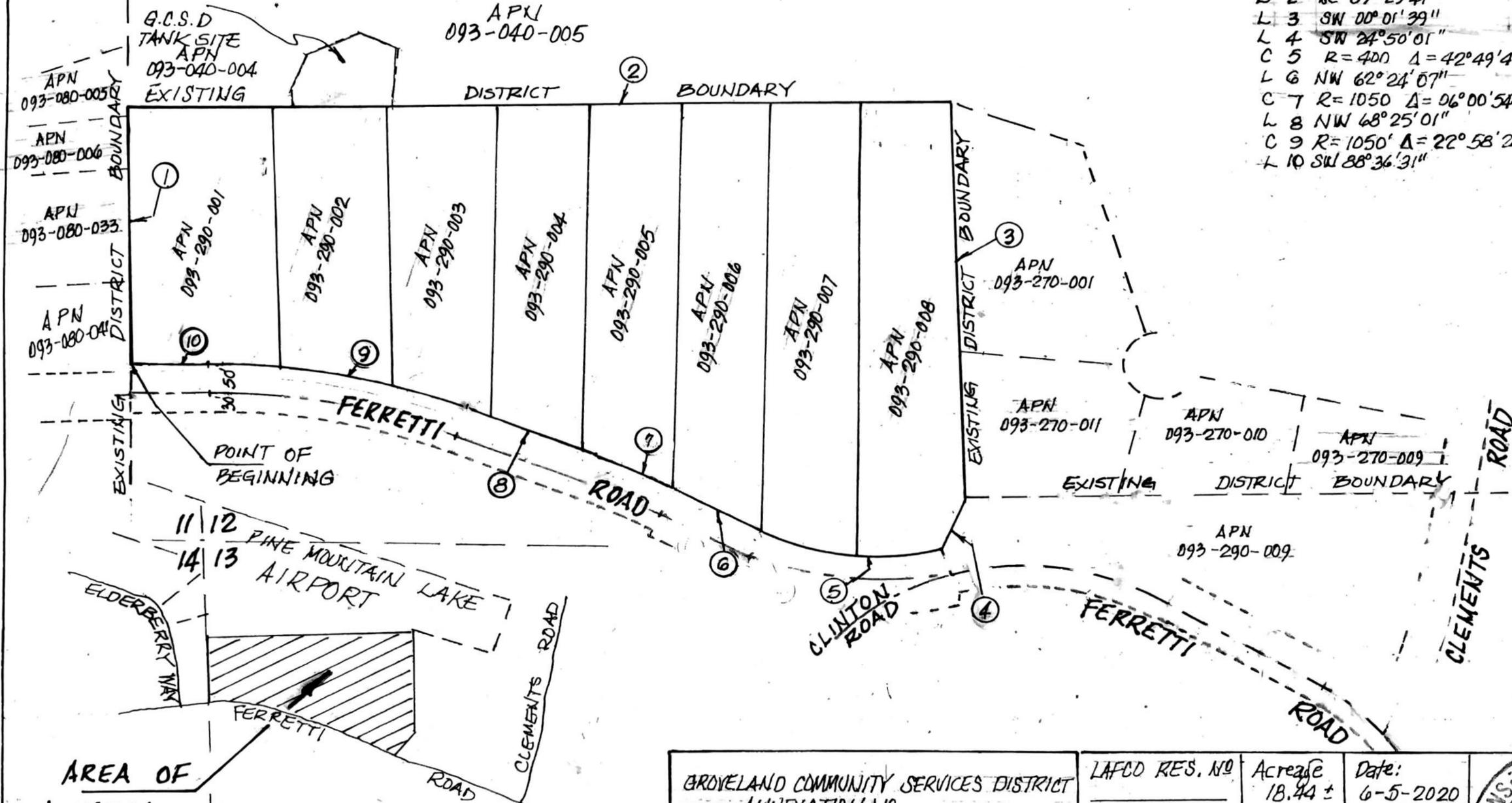
**PEMBERTON**  
SUB 15-38 WATER SERVICES

**REVISIONS**

NO.	DATE	DESCRIPTION
1	8/20/20	PER GCSD CONSULTANT'S EMAIL
2	08/16/2021	AS BUILT

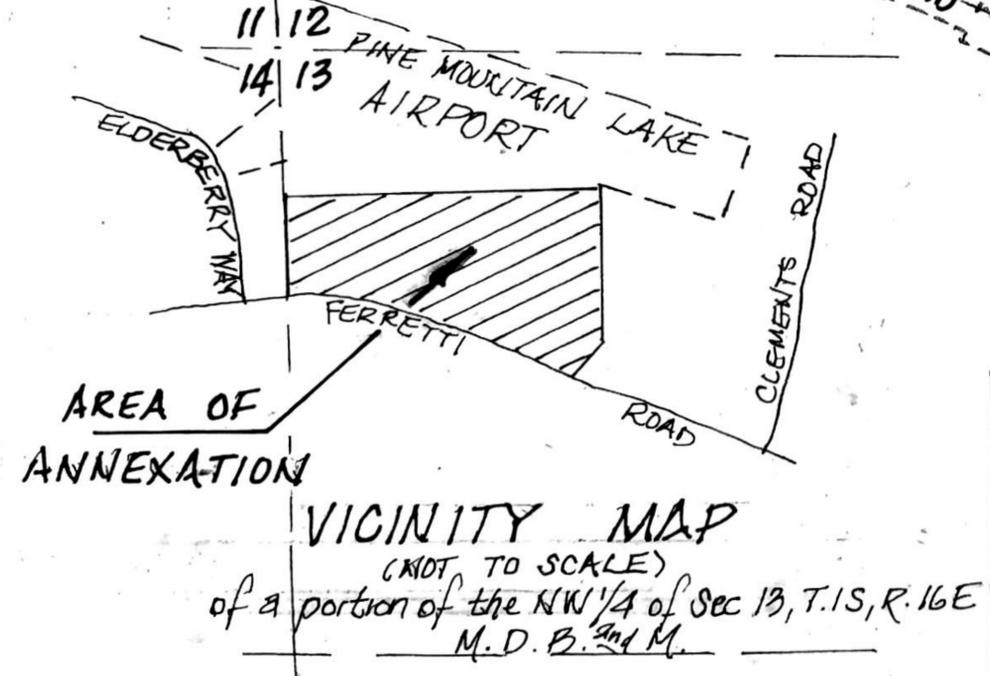
1" = 40'  
Date: 06/16/2021

PINE MOUNTAIN LAKE AIRPORT



CLOCKWISE TABLE OF COURSES

L 1	NE 00° 02' 26"	455.75'
L 2	NE 89° 23' 41"	1341.22'
L 3	SW 00° 01' 39"	676.36'
L 4	SW 24° 50' 01"	94.95'
C 5	R=400 Δ=42° 49' 40"	L=298.99'
L 6	NW 62° 24' 07"	159.89'
C 7	R=1050 Δ=06° 00' 54"	L=110.23'
L 8	NW 68° 25' 01"	247.39'
C 9	R=1050 Δ=22° 58' 28"	L=421.05'
L 10	SW 88° 36' 31"	127.23'

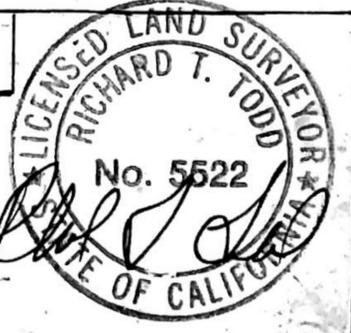


GROVELAND COMMUNITY SERVICES DISTRICT  
ANNEXATION NO \_\_\_\_\_

ASSESSOR'S PARCEL NUMBERS:  
093-290-001, 002, 003, 004, 005, 006, 007, 008

LAFCD RES. NO \_\_\_\_\_ Acreage 18.44 ± Date: 6-5-2020

Prepared by:  
Richard T. Todd, L.S. 5522  
P.O. Box 10  
Soulsville, CA 95872  
(209) 743-1324



1" = 200'

Escrow No.:  
Order No.

GROVELAND COMMUNITY  
SERVICES DISTRICT  
18966 Ferretti Rd,  
Groveland, CA 95321

SPACE ABOVE RESERVED FOR RECORDER'S USE

MAIL TAX STATEMENTS TO: na

DOCUMENTARY TRANSFER TAX \$ NONE DUE  
[ ] Computed on the consideration or value of property conveyed; OR  
[ ] Computed on the consideration or value less liens or  
encumbrances remaining at time of sale.

APN: 093-290-001, 093-290-002, 093-040-004

## EASEMENT GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MID VALLEY AVIATION LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AND

KWOK TUNG LAW AND CHRISTINA WING WA LEE, TRUSTEES OF THE KWOK TUNG LAW AND CHRISTINA  
WING WA LEE REVOCABLE TRUST DATED JUNE 26, 2020

hereby grant to:

GROVELAND COMMUNITY SERVICES DISTRICT

An easement, non-exclusive, for purposes of constructing and maintaining drainage facilities, on the property described  
and depicted in the attached EXHIBIT A and EXHIBIT B

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ the \_\_\_\_\_ of  
(name) (title)

MID VALLEY AVIATION LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

\_\_\_\_\_ date \_\_\_\_\_  
KWOK TUNG LAW, TRUSTEE OF THE KWOK TUNG LAW AND CHRISTINA WING WA LEE REVOCABLE TRUST  
DATED JUNE 26, 2020

\_\_\_\_\_ date \_\_\_\_\_  
CHRISTINA WING WA LEE, TRUSTEE OF THE KWOK TUNG LAW AND CHRISTINA WING WA LEE REVOCABLE  
TRUST DATED JUNE 26, 2020

EXHIBIT A  
LEGAL DESCRIPTION

Version 11/10/2021

That certain portion of the real property shown as 1 and 2 on that certain map filed in Volume 15 of Subdivisions at Page 38, Tuolumne County Records, Tuolumne County, California, more particularly described as follows;

AN EASEMENT, 15.00 FEET in width, having a centerline described as follows;

BEGINNING at the Northeast corner of said 1, said corner also being the Northwest corner of said 2, thence along the Northerly boundary of said 2, NORTH 89° 23' 41" EAST 43.00 FEET to a point on said boundary, said point being also THE TRUE POINT OF BEGINNING of this description;

Thence leaving said boundary SOUTH 82° 28' 28" WEST 43.38 FEET to a point on the common boundary of said 1 and 2;

Thence leaving said boundary SOUTH 82° 28' 28" WEST 2.02 FEET;

Thence SOUTH 00° 53' 58" WEST 45.07 FEET;

Thence SOUTH 17° 43' 16" EAST 8.77 FEET to a point on said common boundary;

Thence along said common boundary SOUTH 00° 02' 26" WEST 377.80 FEET;

Thence leaving said common boundary SOUTH 75° 45' 29" WEST 6.11 FEET to a point on the southerly boundary of said 1, said point also being the point of termination of this centerline description.

The sideline courses of said easement being parallel to and 7.50 FEET distant from said centerline and being prolonged or foreshortened to begin and end at their nearest intersection with adjacent courses and with the boundaries of said 1 and 2.

Containing 7265 SQUARE FEET, more or less, comprised of 3481 SQUARE FEET on 1, more or less, and 3784 SQUARE FEET on 2, more or less.

David H. Ragland, PLS 7403



Moyle Excavation Inc  
 P O Box 498  
 Jamestown CA 95327

# Invoice

Date	Invoice #
12/11/2020	6045

Bill To
PML Airport Jason Johanson 20810 Elderberry Way Groveland CA 95321

*Krystal Joy e. yahoo.com*

P.O. No.	Terms	Project
		Airport Estates

Quantity	Description	Rate	Amount
	MOBILIZATION	1,080.00	1,080.00
	LABOR & EQUIPMENT	3,017.50	3,017.50
	TRUCKING	552.29	552.29
	VENDOR MATERIALS	6,732.14	6,732.14
	MARKUP	1,707.29	1,707.29
		<b>Total</b>	<b>\$13,089.22</b>

**GROVELAND COMMUNITY SERVICES DISTRICT  
PUBLIC FACILITY CONSTRUCTION  
PLAN CHECK AND INSPECTION AGREEMENT  
[Airport Estates]**

THIS PUBLIC FACILITY CONSTRUCTION, PLAN CHECK AND INSPECTION AGREEMENT ("**Agreement**") is made this 14th day of July, 2020, by and between the Groveland Community Services District, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of California Government Code Section 61000, et. Seq. ("**District**"), and Mid-Valley Aviation, LLC, a California limited liability company ("**Applicant**"). District or Applicant are sometimes referred to in this Agreement as a "**Party**", and collectively as the "**Parties**".

**RECITALS:**

A. Pursuant to an April 14, 2020 Annexation Agreement entered into by and between the Parties in conjunction with this Agreement, Applicant is required to construct and provide water service to the Airport Estates subdivision, described on Exhibit "A", attached hereto ("**Property**").

B. Applicant proposes to design and construct the facilities on and about the Property described below that are referred to in this Agreement and elsewhere as the "**Project**"; the work necessary to design, build, install and do all things necessary and proper to complete the Project is referred to as the "**Work**":

1. Develop and construct water service lines, public sewer service line to Lot 1 located on the Property, water meter boxes, valves, fittings, and related appurtenances;
2. Construct inter-tie facilities to connect the improvements described in Recital B.1. (above) to the District's water system.

C. The Parties understand that the process related to the provision of water and other services to be complex and will require the active participation of the Parties. Such participation will result in expenditures by the District ("**Expenditures**"), including, but not limited to, consultant, legal, administrative, and other fees and costs, associated with the performance of its duties under this Agreement and at law. Currently the District does not have funds to pay for the Expenditures.

D. The District is willing to accept the transfer, operation and maintenance of the Project and to provide service therefrom through the District's water system, on the terms and conditions hereinafter provided.

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# PLAN CHECK AND INSPECTION AGREEMENT [Airport Estates]

NOW, THEREFORE, the parties agree as follows:

## 1. Construction

(a) Applicant, at its sole cost and expense, will design, prepare plans and specifications, develop, construct, and install the Project and otherwise perform the Work. Applicant agrees to develop, construct, and install the Project in accordance with District's Engineering Standards. The Project will be constructed by a contractor who is licensed under the Business and Professions Code of the State of California to perform and complete the Work ("**Contractor**") as described in the plans and specifications for the Project ("**Plans and Specifications**") approved by District. Prior to start of construction for the Project, Applicant will submit to District for its approval the Plans and Specifications; Applicant will not commence construction of the Project unless and until District approves the Plans and Specifications. Prior to commencement of Project construction, Applicant will deposit with the District the following:

1. Two complete sets of the approved Plans and Specifications; and
2. A copy of the contractor's license of the Contractor; and
3. A copy of the Applicant's contract with the Contractor; and
4. Proof of insurance, as required by Section 14 of this Agreement.

(b) Applicant will be responsible for determining whether the construction of the Project requires the payment of prevailing wages and if so, Applicant will to the extent required by the California Labor Code, pay no less than the applicable prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the wage determination are on file at the District's office or are otherwise available at [www.dir.ca.gov](http://www.dir.ca.gov).

(c) Applicant will be responsible for determining whether the construction of the Project requires the Contractor to be registered with the Department of Industrial Relations as a Public Works Contractor and meeting all associated Labor Code requirements.

## 2. Deposit for District Services

At the time of execution of this Agreement, Applicant will advance to the District the sum of \$3,000.00 for payment in whole or in part of the Expenditures ("**Deposit**"). Applicant authorizes District to withdraw from the Deposit to pay for the Expenditures as they are incurred by District.

# PLAN CHECK AND INSPECTION AGREEMENT

## [Airport Estates]

District will notify Applicant whenever the Deposit is reduced to \$1,000.00 or less. Within 15 days after such notification is mailed, Applicant will make an additional deposit in the same amount as the initial one as follows:

- (a) Request for additional deposit received by the 1st day of the month will be deposited with District by the 15th day of that month; and
- (b) Request for additional deposit received by District by the 15th day of the month will be deposited by the 30th day of that month.

Upon completion of construction and acceptance of the Project by the District, any funds so deposited by Applicant in excess of District's actual costs will be refunded to Applicant.

### 3. Permits

Applicant, at its sole cost and expense, will obtain all necessary local, county, state and private permits and approvals relative to the Project, including but not limited to, Tuolumne County Encroachment Permits, permits or approvals required by the Pine Mountain Lake Association, and will comply with all requirements thereof.

### 4. Project Completion

Applicant agrees to complete the Project to the satisfaction of the District within two (2) years from the date of this Agreement. If not completed by that time, Applicant must complete and submit to District an updated PUBLIC FACILITY CONSTRUCTION, PLAN CHECK AND INSPECTION AGREEMENT.

### 5. Right of Entry

Permission is hereby granted by the Applicant to the District, or its authorized agent, to enter upon the Property for the purpose of inspecting the Project, the improvements to be constructed, and the Work to be performed under this Agreement.

### 6. Final Inspection and Testing

Upon completion of construction of the Project and prior to District acceptance, Applicant will notify the District thereof and request a final inspection of the Project. All facilities in the Project will be tested to meet District requirements as required by then-applicable District standards and specifications. Applicant will supply and pay for all necessary equipment, services and devices to inspect and test the improvements installed. This will include, among other things, TV inspection of sewer lines, pressure testing equipment, and cleaning devices.

### 7. Notice of Acceptance

The District will not provide water service or a written notice of acceptance of the Project until all of the following have occurred:

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

## PLAN CHECK AND INSPECTION AGREEMENT [Airport Estates]

- (b) An engineer's certification that the Project has been constructed in substantial conformance with the Plans and Specifications has been presented to the District, the form and content of which is acceptable to District in its sole and absolute discretion;
- (c) All easements required to provide service through the Project, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District have been so obtained and delivered to the District, the form and content of which are acceptable to District in its sole and absolute discretion;
- (d) All record drawings (reproducible as-builts), specifications, accounting, operation manuals and instructions, CAD disk and warranties relative to the Project have been delivered to the District;
- (e) Applicant has paid to the District all applicable fees and charges of the District relative to the Project, all in accordance with the rules and regulations for the District;
- (f) Applicant has delivered or caused to be delivered to District a detailed accounting of amounts expended for all improvements relative to the Project;
- (g) Applicant has delivered to District a complete and accurate list of all assessor parcel numbers and service addresses to be served by the Project; and
- (h) Applicant has provided District with a "Maintenance Guarantee" as required in Section 12(b) below.

### 8. Transfer of the Project

Upon Applicant's receipt of a notice from the District advising District will accept the Project ("**Notice of Acceptance**"), Applicant will promptly deliver conveyance documents satisfactory in form and content to the District, transferring absolute and unencumbered ownership of the completed Project to the District. The Parties agree that the transfer of the Project to the District will not be effective or completed until the conveyance documents transferring the Project have been formally accepted by the District via the affirmative vote of a majority of the members of the District's Board of Directors at a duly-called meeting ("**Acceptance**").

### 9. Risk of Loss/Ownership

- (a) Upon Acceptance, the Project will become the property of the District. The District will own and be free in every respect to operate, manage, modify, expand, and improve the Project as it deems appropriate.
- (b) Prior to Acceptance, all risk of loss or injury or destruction to the Project and related facilities will be solely upon Applicant.

## PLAN CHECK AND INSPECTION AGREEMENT [Airport Estates]

### 10. District Service

District will not provide service through the Project until Acceptance occurs. Service through the Project will be supplied in accordance with the District's rates, ordinances, rules and regulations as the same may be amended from time-to-time. Applicant will not allow any person or entity to use or commence operation of any part of the Project prior to Acceptance without the prior written consent of the District, which may be conditioned, delayed, or withheld by District for any or no reason.

### 11. Maintenance of Facilities

District assumes no obligation as to maintenance and operation of the Project until such time as Acceptance occurs; prior to that time, Applicant must at its sole cost and expense maintain the Project in good and working condition.

### 12. Applicant's Guaranty

- (a) Maintenance: Applicant warrants and guaranties all materials and workmanship furnished to the Project pursuant to this Agreement for a one (1) year period from the date of Acceptance. This guarantee does not excuse the Applicant or Applicant's agents from breaches of contract causing defects that occur or are discovered more than one year after the transfer of the Project.
- (b) Maintenance Guarantee: As a condition precedent to the delivery by District to Applicant of the Notice of Acceptance, Applicant must provide the District with a letter of credit or other security satisfactory to the District ("**Maintenance Guarantee**") in a sum equal to no less than ten percent (10%) of the total costs of the Project, or such agreement satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Project is assigned to the District and fully binding between the Contractor and the District, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one (1) year from the date of the Notice of Acceptance. This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the Notice of Acceptance.

Applicant or its surety under the Maintenance Guarantee will repair or replace to the satisfaction of the District any or all Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other improvements which may be damaged or displaced in so doing.

District may repair or replace, or cause to be repaired or replaced, or any combination thereof, any defective Work not promptly repaired or replaced by Applicant or its surety as required under this Section 12. In such event, Applicant and its surety under the Maintenance Guarantee will be jointly and severally liable to the District for all costs and expenses incurred by District relating to the defective Work, including, but not limited to, all repairs and

## PLAN CHECK AND INSPECTION AGREEMENT [Airport Estates]

replacements, management and administrative costs, and engineering, legal and other costs. The District will bill Applicant and the surety for such costs, which bill must be paid within thirty (30) days of its date. Interest will accrue on any late payment at the lower of 18% per annum or the maximum rate then-allowed under the law.

### 13. Changes in the Project.

If Applicant proposes to change the approved plans and specifications for the Project, it must first obtain the written approval of the District for any such change, which approval may be on such terms and conditions as required by the District.

### 14. Insurance

Applicant or any Contractor performing any of the Work must, prior to commencing any of the Work, procure and maintain from one or more insurance companies authorized to do business in the State of California with an A.M. Best's rating of not less than A-(IX), "on an occurrence basis", commercial general and automobile liability insurance. The insurance will include but will not be limited to protection against claims arising from death, bodily or personal injury, or damage to property resulting from operations, equipment or products of Applicant or its Contractor or by their employees, agents, consultants, or anyone directly or indirectly employed by any of the foregoing. The amount of insurance will not be less than ONE MILLION DOLLARS (\$1,000,000.00) single limit coverage applying to bodily and personal injury and property damage, or a combination of both.

Such insurance will be primary insurance with respect to the interest of the District, and any other insurance maintained by the District is excess and not contributing insurance with the insurance required hereunder. Insurance provided by Applicant as required by this Section 14 will specifically name the District, its directors, officers, and employees as additional insureds, and will contain an endorsement providing that written notice will be given to the District at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policies. The commercial general and automobile liability insurance coverage will also furnish the District with certificates of insurance as satisfactory proof that Applicant or Applicant's Contractor carries worker's compensation insurance as required by law and liability insurance in compliance with these requirements.

### 15. Indemnification and Hold Harmless.

Applicant recognizes and hereby agrees that the District and its directors, officers, employees and agents will not be liable for any injury or death to any person or damage to any property arising from the performance of any Work. Applicant will protect, defend, indemnify and hold the District harmless from any and all claims, causes of action, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Applicant, its officers, employees, independent contractors or agents, including, but not limited to, the construction

## PLAN CHECK AND INSPECTION AGREEMENT [Airport Estates]

of the Project. If the District, its directors, officers, employees or agents should be sued as a result of such performance, the District will notify the Applicant, which then will have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents. This Indemnity and hold harmless will survive the Acceptance.

### 16. Waiver of Rights.

Any waiver at any time by either Party of all or some of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, will not be deemed to be a waiver with respect to any other breach, default or matter.

### 17. Amendment

Any amendment to this Agreement will be of no force and effect unless it is in writing and signed by the Applicant and the District.

### 18. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either Party to the other under this Agreement will be in writing and signed for each Party by such officers as each may, from time to time, be authorized in writing to so act. All such notices will be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices will be addressed to the Parties at their addresses as shown below:

#### **District:**

Groveland Community Services District  
18966 Ferretti Rd.  
Groveland, CA 95320

#### **Applicant:**

Mid-Valley Aviation, LLC  
2721 Dow Street  
Turlock, CA 95382

### 19. Venue

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California. The duties and obligations

## PLAN CHECK AND INSPECTION AGREEMENT [Airport Estates]

of the parties created hereunder are performable in Tuolumne County and such County will be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

### 20. Interpretation of this Agreement.

The Parties acknowledge that each Party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any document executed and delivered by any Party in connection with the transactions contemplated by this Agreement.

### 21. Agreement Binding

This Agreement will apply to and be binding upon the successors, grantees, and assigns of the Parties, provided, however, that Applicant may not assign any of its rights or obligations under this Agreement without the prior written consent of District, which consent may be withheld, conditioned, or delayed for any or no reason.

### 22. Headings.

The Section headings used in this Agreement are for reference only, and will not in any way limit or amplify the terms and provisions hereof, nor will they enter into the interpretation of this Agreement.

### 23. Recitals.

The recitals at page 1 of this Agreement are incorporated herein by this reference and made a part hereof.

### 24. Representations and Warranties of Applicant.

- (a) Applicant represents and warrants that: (a) it is duly-organized and legally existing under the laws of the State of California and is duly-qualified to do business in the State of California; (b) this Agreement will constitute, legal, valid and binding obligations of Applicant enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement is within Applicant's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of Applicant's contracts, charter, bylaws or other organizational documents.
- (b) Applicant Indemnity. Applicant will defend, indemnify and hold the District harmless against any loss, claim, damage, liability or expense (including, without limitation, reasonable attorneys' fees) arising out of the representations and warranties of Subsection 24(a) above.

**PLAN CHECK AND INSPECTION AGREEMENT**  
**[Airport Estates]**

25. Days.

Unless otherwise specified to the contrary, "days" in this Agreement will mean calendar, not business, days.

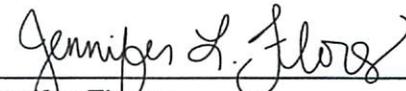
**DISTRICT:**

Groveland Community Services District,  
a political subdivision of the State of  
California

Dated: July 14, 2020

By:   
Name: Peter Kampa  
Title: General Manager

ATTEST:

  
Jennifer Flores  
Board Secretary

APPROVED AS TO FORM:

  
Daniel J. Schroeder  
District General Counsel

**APPLICANT:**

Mid-Valley Aviation, LLC  
a California Limited Liability Company

By:   
Name: Jason Johanson  
Title: member

**PLAN CHECK AND INSPECTION AGREEMENT  
[Airport Estates]**

EXHIBIT "A"  
REAL PROPERTY DESCRIPTION

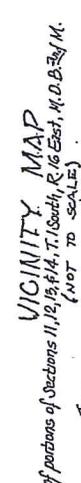
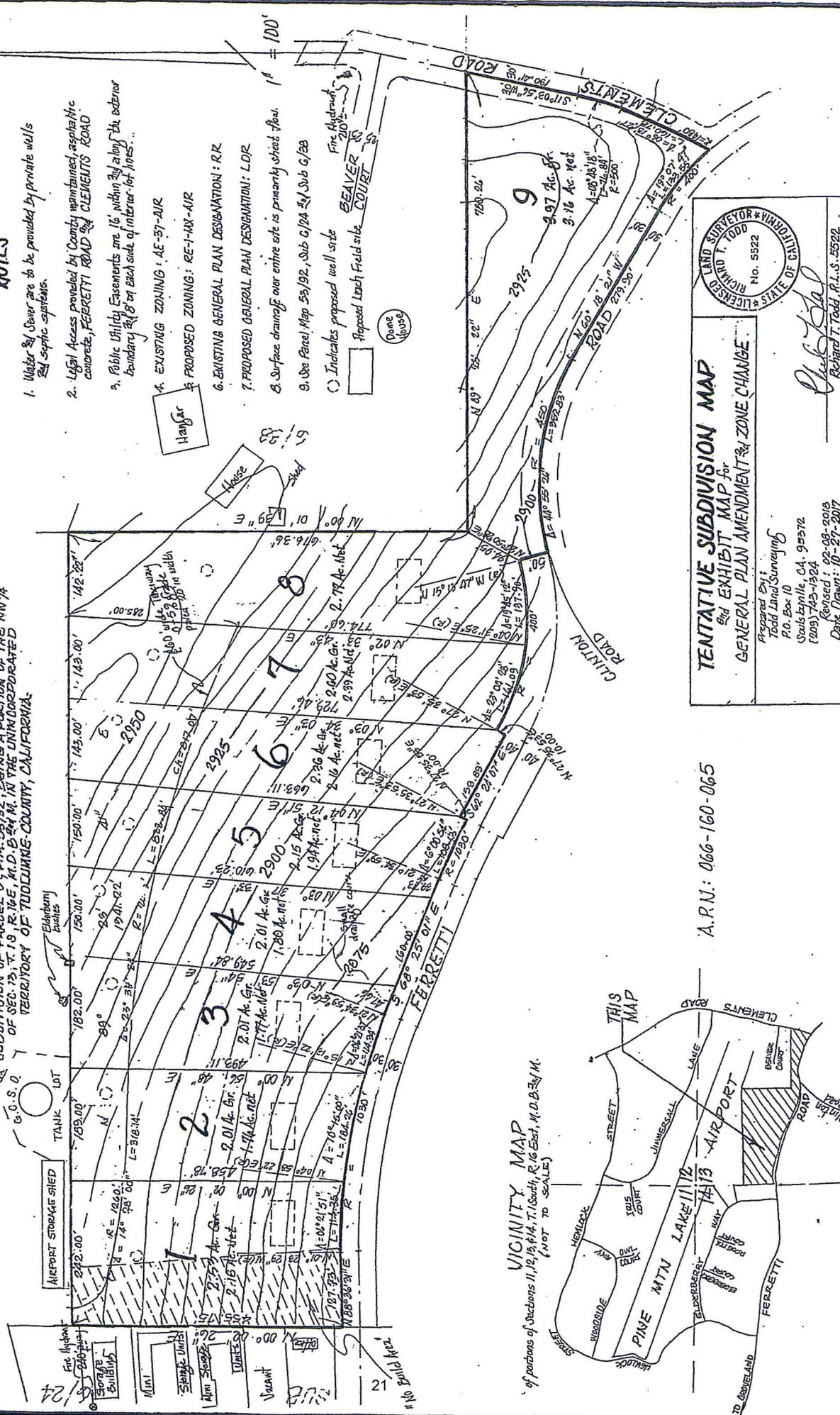
EXHIBIT A  
 PLAN CHECK AND INSPECTION AGREEMENT

# AIRPORT ESTATES

A SUBDIVISION OF PARCEL 8, P.M. 53/192, BEING A PORTION OF THE NW 1/4 OF SEC. 13, T. 19, R. 16E, M.D. 8 1/4 IN THE UNINCORPORATED TERRITORY OF TULLUMINE COUNTY, CALIFORNIA.

### NOTES

1. Water & Sewer are to be provided by private wells & septic systems.
2. Legal Access provided by County maintained asphaltic concrete, FERRETTI ROAD & CLEMENTS ROAD.
3. Public Utility Easements are 16' within & along the exterior boundary & 8' on each side of interior lot lines.
4. EXISTING ZONING: AE-37-AIR  
 PROPOSED ZONING: RE-1-MX-AIR
5. EXISTING GENERAL PLAN DESIGNATION: R.Z.
6. PROPOSED GENERAL PLAN DESIGNATION: LDR
7. Surface drainage over entire site is primarily toward flow. 1" = 100'
8. See Parcel Map 53/192, Sub G/124 & Sub G/98
9. Indicates proposed well site
10. Proposed Leach Field site
11. Beaver COURT
12. Fine Hydrant
13. Proposed Leach Field site
14. Done House



**TENTATIVE SUBDIVISION MAP**  
 and EXHIBIT MAP for  
**GENERAL PLAN AMENDMENT & ZONE CHANGE**

Prepared by:  
 Todd Land Surveying  
 P.O. Box 10  
 Swails Bayville, CA. 95572  
 (709) 743-1924  
 Revised: 02-08-2019  
 Date Drawn: 10-27-2017

Richard T. Todd, P.L.S. 5522

A.R.N.: 066-160-065

**RESOLUTION 34-2020**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A  
PLAN CHECK AND INSPECTION AGREEMENT FOR THE CONSTRUCTION OF  
WATER SYSTEM IMPROVEMENTS TO SERVE THE AIRPORT ESTATES  
DEVELOPMENT**

**WHEREAS**, MidValley Aviation has entered into Advance Funding and Annexation agreements with the District for the annexation of the subdivision lots and the receipt of District services thereon; and

**WHEREAS**, the Applicant wishes to enter into the next phase of design and construction of infrastructure to serve the lots, which service can be provided upon successful annexation and compliance with all terms and conditions of the agreements with the District; and

**WHEREAS**, the District Plan Check and Inspection Agreement has been prepared and is attached hereto.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY** approve the Plan Check and Inspection Agreement with Mid Valley Aviation for the Construction of Water System Improvements to Serve the Airport Estates Parcels (Development).

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on July 14, 2020 by the following vote:

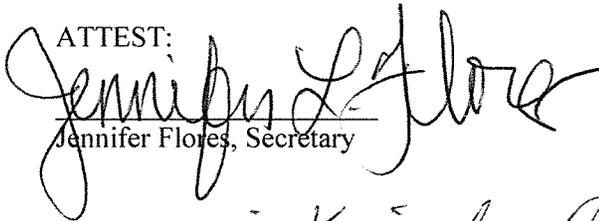
Ayes: Directors Kwiatkowski, Mora, and Armstrong

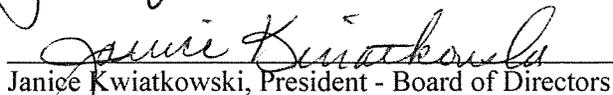
Noes:

Abstain:

Absent: Directors Edwards, and Swan

ATTEST:

  
Jennifer Flores, Secretary

  
Janice Kwiatkowski, President - Board of Directors

**CERTIFICATE OF SECRETARY**

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on July 14, 2020.

DATED: July 14, 2020



## County of Tuolumne Local Agency Formation Commission

Quincy Yaley, AICP  
Executive Officer

October 8, 2020

A.N. Francisco Building  
48 Yaney Avenue  
Mailing: 2 S. Green Street  
Sonora, CA 95370  
209 533-5633  
209 533-5616 (fax)  
[www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov)

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

RE: LAFCO LAF20-004 Out of Boundary Service Agreement to Airport Estates

Dear Mr. Kampa,

Pursuant to Government Code Section 56133 and Tuolumne County LAFCO's adopted policies and procedures for the review of out of boundary service extensions, the Groveland Community Services District's (GCSD) request to provide water and sewer service Lots 1 through 8 to the property known as Airport Estates, has been approved. This decision was based on the following:

- The subject property is located outside the district boundaries but within the district Sphere of Influence.
- It is anticipated that this property will be annexed into the GCSD service district.
- GCSD has provided a signed copy of the service agreement between the district and the landowner that includes language stating that the landowner consents to further annexation and agrees not to protest the annexation.
- The GCSD service agreement includes appropriate provisions to ensure that the existing customers within the district boundaries are not negatively impacted by the subject request.

LAFCO's approval of the GCSD request is subject to the following conditions:

- Any future development and/or expansion of service will not be permitted without approval from LAFCO.
- GCSD and the property owner shall complete an annexation of the property within one year of the approval of this agreement.

Please contact me with any questions.

Respectfully,

Quincy Yaley  
Executive Officer

## OUT OF BOUNDARY SERVICE AGREEMENT

Between Groveland Community Services District and Airport Estates, LLC

### Location:

The project site is located south of Pine Mountain Lake Airport, approximately 280 feet east of the intersection of Elderberry Way and Ferretti Road, within the community of Groveland. A portion of Section 13, Township 1 South, Range 16 East, Mount Diablo Baseline and Meridian Assessor's Parcel Numbers 93-290-01 through 93-290-08. Supervisorial District 4.

### Project Description:

Out of Boundary Service Agreement to provide water and sewer service to Lots 1 through 8 of Tentative Subdivision Map TSM17-002 for Airport Estates, which are zoned to RE-1:MX:AIR (Residential Estate, one acre minimum:Mobilehome Exclusion Combining District:Airport Combining) under Title 17 of the Tuolumne County Ordinance Code

### Environmental Evaluation:

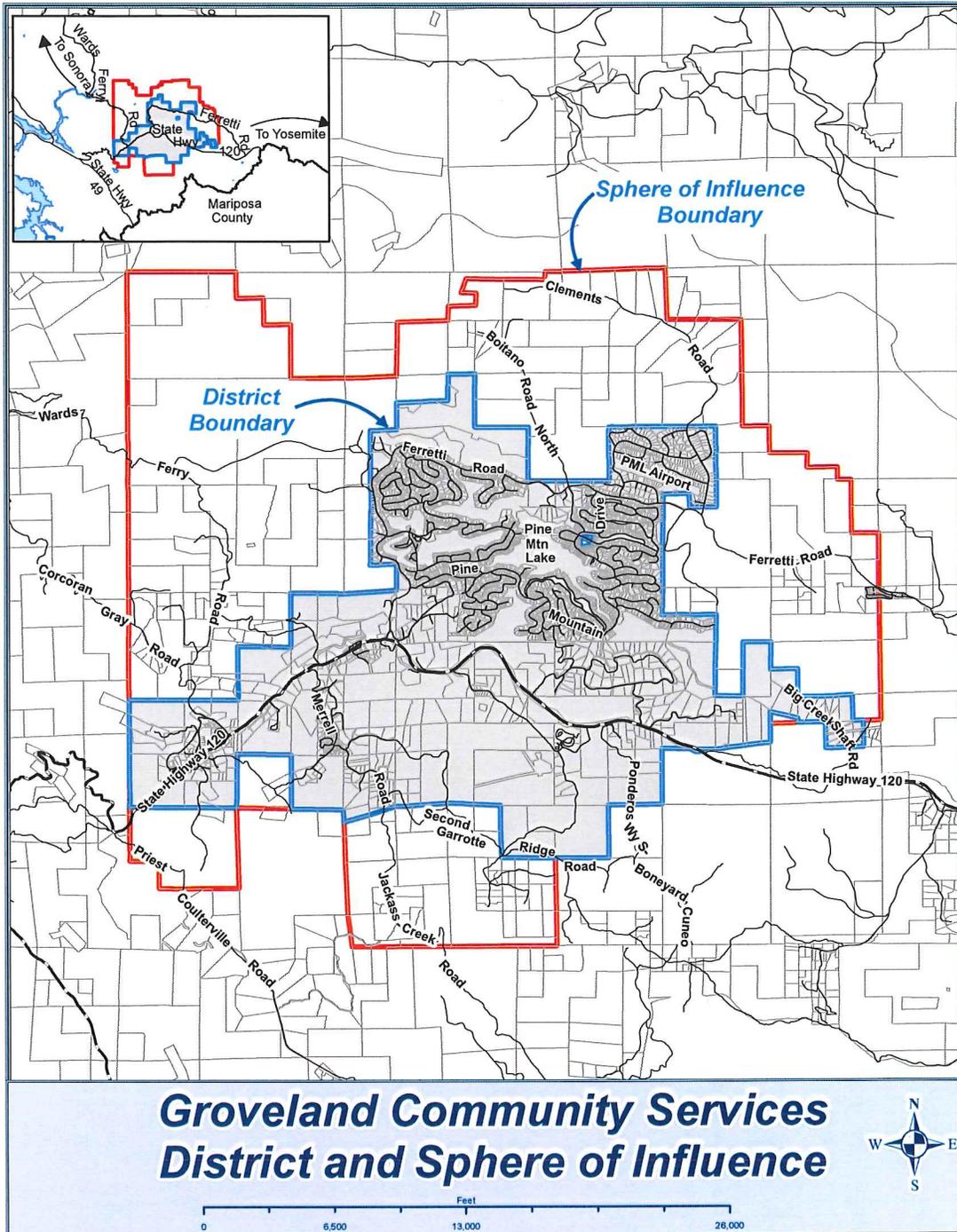
The proposal is statutorily exempt from CEQA pursuant to CEQA Guidelines § 15061(b)(3).

### Conditions of Approval:

1. Any expansion of service beyond serving 9 parcels will not be permitted without approval from Tuolumne County LAFCO.
2. Groveland Community Service District and the property owner shall apply for and complete an annexation of the project site into the district boundaries, including any conditions of approval of the annexation, within one year of the approval of this agreement.

Approved:   
Quincy Yaley, Executive Officer

Date: 10/8/2020



**Letter Of Dedication To The District**

This is a this is a letter of dedication to GCSD for the work completed on airport estates development located at Pine Mountain Lake Airport Groveland California.

Mid Valley Aviation LLC, dedicates hot taps and meter boxes that was installed on lots one through eight of the Airport Estates development to GCSD in a full transfer of ownership.

Signed

 11/19/2021  
Jason Johanson  
Member

**RECEIVED**  
NOV 19 2021

BY: .....

Signed

 11/19/2021  
Rex Pemberton

**RESOLUTION NO. 39-2021**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE GROVELAND COMMUNITY SERVICES DISTRICT  
ACCEPTING THE AIRPORT ESTATES WATER IMPROVEMENTS  
AND EASEMENT GRANT DEED**

**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 Mid-Valley Aviation, LLC, a California limited liability company (herein the "Developer") is the Developer of certain real property identified as Airport Estates, an 8 parcel development, APN 093-290-001, 093-290-002, 093-290-003, 093-290-004, 093-290-005, 093-290-006, 093-290-007 and 093-290-008 (herein the "Project") situated outside of the District service area; and

**WHEREAS**, the District has the authority to construct, operate, maintain and expand their water services to customers within their sphere of influence, contingent upon annexation to the District and LAFCO approval; and

**WHEREAS**, the Developer and District entered into an Annexation Agreement on April 14, 2020; and

**WHEREAS**, an annexation application has been submitted to LAFCO requesting annexation of the proposed development parcels; and

**WHEREAS**, LAFCO has authorized temporary out of service area water services to the Project; and

**WHEREAS**, the Developer and District entered into an Advanced Funding Agreement for the Project; and

**WHEREAS**, the Developer and District entered into a Plan Check and Inspection Agreement on July 14, 2021 for the water and sewer improvements to be constructed to serve the Project; and

**WHEREAS**, construction plans, certified by Developers' Engineer, for the proposed water improvements were approved by the District Engineer on October 13, 2020; and

**WHEREAS**, the developer hired a qualified contractor to construct the additional water infrastructure required to serve the Project, and

**WHEREAS**, all water improvements were constructed in accordance with District Standards, and inspected by District staff; and

**WHEREAS**, the cost to construct the proposed water improvements totaled \$13,089.22; and

**WHEREAS**, As-built drawings for the proposed water improvements were approved by the District Engineer on August 3, 2021; and

**WHEREAS**, easements for the project have been dedicated to the District as required; and

**WHEREAS**, the Developer has satisfied all the requirements of the agreement; and

**WHEREAS**, on November 19, 2021, Developer dedicated the water improvements to the District; and

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

1. The above recitals and findings are true and correct, to the best of its knowledge, and incorporated herein by reference.
2. Acceptance of the infrastructure and the provision of permanent water service to the properties is contingent upon annexation of all project parcels to the District in accordance with the Annexation Agreement dated April 14, 2020. Temporary water service is allowed pursuant to LAFCO approval until such time as annexation is completed by the developer at their sole expense.
3. District hereby declares that the terms and conditions required of the developer in the Plan Check and Construction Inspection Agreement dated July 14, 2021 have been met and accepts the dedication of the required improvements as contemplated therein.
4. That water improvements constructed to serve the Airport Estates and easements to serve the project are accepted by the District.
5. That staff is authorized to set water meters to serve the Project once all outstanding Plan Check and Inspection and Advanced Funding Agreement Fees have been paid, and all other Project conditions are satisfied.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 30, 2021, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

ATTEST:

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Rachel Pearlman, Board Secretary

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Janice Kwiatkowski, President - Board of Directors

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on November 30, 2021.

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