

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF JULY 12, 2022  
AGENDA ITEM NO. 10.A.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: FIRST READING OF ORDINANCE 2022-01 CERTIFYING ANNUAL DIRECT CHARGES - FEES AND ASSESSMENTS**

**PREPARED BY:** Jessica Buckle, Office/Finance Manager

**APPROVED BY:** Adam Coyan, General Manager

**BACKGROUND**

The El Dorado County Auditor-Controller notified the District that the deadline for submitting the required documents to place District-related charges on the County’s secured property tax bills is August 10, 2022. The notice (**Attachment 1**) from the Auditor-Controller provides a checklist of items to be delivered to the Auditor’s Office by the deadline.

The adoption of an ordinance is part of this process. This is the first reading of Ordinance 2022-01 (Attachment 2) to allow the District to place a lien on property of customers with delinquent balances as of June 30, 2022, and to place the annual charges for the District’s assessment districts.

A preliminary list of delinquent customers as of June 30, 2022, is included in the Ordinance. The list will be modified up to the date of submission to the County with the removal of customers who have made payments on the balances. The other amounts to be placed on certain property owners’ tax bills relate to previously implemented water facility assessment districts. These annual assessments typically continue until the related assessment district debt is retired.

Following the First Reading of Ordinance 2022-01, a legal notice will be published in the newspaper with an updated list of delinquent accounts. The Second Reading of the Ordinance and potential adoption will be held at the next regular Board meeting on August 9, 2022.

**DISCUSSION**

The following chart is a summary of the Certification Submission Forms delivered by the District to the County in 2019, 2020 and 2021.

<b>Year</b>	<b>Date Submitted</b>	<b>Number of Accounts</b>	<b>Total Amount</b>
2019	8/28/2019	23	12,510.10
2020	8/31/2020	54	16,305.16
2021	8/10/2021	122	58,442.40
2021	To be submitted 8/10/2022	*554	*\$127,476.45

\*as of 6/30/2022

The District's efforts to notify customers; this is outlined below.

1. As required, a notice was inserted in the May Billing to all GDPUD customers (**Attachment 3** is a copy of this notice).
2. During this process (June 6–June 30) learned that some landlords did not know about the delinquent status of their accounts due to their tenant's non-payment of water bills. Staff worked to resolve issues with the property owners. Staff ensured that proper notice is provided to the property owner, in addition to the tenant.

### **FISCAL IMPACT**

This action is required for the District to collect the annual assessments and any unpaid charges. There are currently 554 delinquent water customer accounts with a total outstanding balance of \$127,476.45.

### **CEQA ASSESSMENT**

This is not a CEQA Project.

### **RECOMMENDED ACTION**

Staff recommends the Board of Directors introduce Ordinance 2022-01 and receive public comment regarding a proposed Ordinance stating the purpose for adding to and making assessments levied upon the land upon which water service was used and charges unpaid and for annual assessment district levies. Additionally, Staff will make necessary modifications and submit the required documents to the El Dorado County Auditor-Controller by the deadline of August 10, 2022 (5 PM) by Annual Certification of Levy and Data Submission Form (**Attachment 4**).

### **ALTERNATIVES**

The Board may request substantive changes to the Ordinance for staff to implement.

### **ATTACHMENTS**

1. Notice from the County Auditor-Controller's Office
2. Ordinance 2022-01
3. Notice Inserted in May Billing
4. Annual Certification of Levy and Data Submission Form



# County of El Dorado

OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667  
Phone: (530) 621-5487 FAX: (530) 295-2535

JOE HARN, CPA  
Auditor-Controller

BOB TOSCANO  
Assistant Auditor-Controller

Date: April 29, 2022  
To: All Districts Placing Direct Charges on the 2022/23 Secured Tax Roll  
From: Property Tax Division  
RE: **2022/23 Direct Charge Information/Instructions/Checklist**

## **\*\*\* AUGUST 10 (5PM) DEADLINE \*\*\***

The Assessor is expected to deliver his 2022/23 assessment roll on July 1, 2022, thereby opening the timeframe for districts to add direct charge levies to the 2022/23 tax bills. Any additions/changes/deletions subsequent to the deadline may occur if authorized by state statute (\$15 cost recovery per parcel).

This courtesy letter provides a checklist of items necessary for districts to place direct charge levies on the tax bills. Forms, links, lookups, and the Direct Charges Manual are available online at:

[https://www.edcgov.us/Government/Auditor-Controller/PropTax/Pages/direct\\_charge\\_information\\_for\\_districts.aspx](https://www.edcgov.us/Government/Auditor-Controller/PropTax/Pages/direct_charge_information_for_districts.aspx)

The district may deliver (email/fax/mail/hand deliver) the necessary items, in their entirety, to the Auditor's Office beginning July 1 (the data file can't be faxed). Email is preferred due to COVID-19. Early submission following July 1 is suggested because no additional time is allotted beyond August 10, regardless of reason.

## **\*\*\* CALDOR FIRE IMPACT/CONSIDERATIONS \*\*\***

### **Direct Charges**

2021/22 levies are generally not affected since most districts use a January 1 lien date for their direct charges. This includes those districts using the information from the Assessor's July 1, 2021 assessment roll/ParcelQuest to determine their direct charge levies.

It is anticipated that some direct charge revenues will be significantly impacted for 2022/23.

In compiling/calculating the 2022/23 direct charge levies, those districts with territory within the Caldor Fire area will need to pay very special attention if their direct charge levy calculation methodology is based on improved/unimproved and/or number of units. IF either of these criteria is used, please be aware of these items and expect to perform extra due diligence in calculating the direct charge levy:

- The presence of assessed value for improvements doesn't necessarily mean the property has a house/structure. Even if a structure (e.g. house) was 100% destroyed, the Assessor typically retained 5% of the improvement assessed value which represents underground improvements that may have survived and improvement value attributable to previously paid impact/development/mitigation fees.
- By July 1, the Assessor will have reviewed their records for the number of units existing on the 1/1/22 lien date on parcels in the Caldor Fire area.
- No fully destroyed structures were rebuilt as of the 1/1/22 lien date.
- If a list of parcels with burned structures is needed, please contact the Assessor, Attn: Danielle Yandow.

Date: April 29, 2022  
RE: 2022/23 Direct Charge Information/Instructions/Checklist  
Page: 2

### **General Tax (Proposition 13 Ad Valorem) Revenues**

Every district will be affected for 2021/22 even if outside the fire's boundaries. For further important information, including how 2022/23 revenues will be affected, please see the "Revenue Estimate Letters Per Jurisdiction" located on the internet page titled "Distribution of Proposition 13's 1% General Property Tax" located at <https://www.edcgov.us/Government/Auditor-Controller>.

### **Voter Debt (Ad Valorem General Obligation Bond Debt Service)**

For 2021/22, the K-14 districts within the fire scar area would expect to experience a reduced amount of revenue via the supplemental tax roll. For 2022/23, the debt service rate for any K-14 affected district may need to be set higher if the district's lien date overall assessed value is negatively impacted by Caldor Fire.

## **\*\*\* DISTRICT DELIVERABLES TO AUDITOR BY AUGUST 10 \*\*\***

*<sup>1</sup>Districts should review each form's Background and Instructions page*

### **Checklist of items to be prepared and delivered to the Auditor's office:**

1. **Governing Authorization Certification** fillable PDF form<sup>1</sup>.
2. **Proposition 218 Certification** fillable PDF form<sup>1</sup>.
3. **Local Agency Special Tax and Bond Accountability Act – Response** fillable PDF form<sup>1</sup>.
4. **Secured/Unsecured Tax Roll Certification** fillable PDF form<sup>1</sup>.
5. **Direct Charge Information Sheet** fillable PDF form<sup>1</sup>.
6. **Annual Certification of Levy and Data Submission** fillable PDF form<sup>1</sup>.
7. **Electronic Data File.** Use one of the four format options as shown in the online Exhibits ("tab delimited" option is generally the easiest).
  - Since procedures and calculations vary from district to district, the Auditor's office is unavailable to assist the district with this process.
  - For districts using ParcelQuest's software, the Auditor's purchased copy of ParcelQuest is available for use via an in-office appointment by calling (530) 621-5470 ext. 4.

After compiling the entire package (7 items above), submit it directly to the staff member shown on the Direct Charge Information Sheet form. The Auditor's office will process once the entire compiled package is received.

The Auditor's office will load the district's direct charge levies to the property tax system. If the district has more than one tax code, the levies may either be placed on one large file or broken into separate files for each tax code; however, all levies with the same tax code must be on the same file. The district will be notified of the results via email. Any updated submissions overwrite the previous submission and may be made as late as August 10 (5pm).

For questions, please contact the specific direct charge tax code's assigned "contact person" in the Auditor's office via email or phone as noted on the Direct Charge Information Sheet.

Date: April 29, 2022  
RE: 2022/23 Direct Charge Information/Instructions/Checklist  
Page: 3

**\*\*\* Additional DIRECT CHARGE INFORMATION \*\*\***

Districts should review the information contained in the online Direct Charges Manual. This document details the entire life cycle of direct charges on the tax roll, information regarding the 12-digit AN, and various responsibilities.

“Parcel split/combine” reports are available online that will greatly assist many districts:

- Compares the most recent actual direct charge levies to determine if the ANs remain valid for the upcoming tax roll year. This report is updated monthly and is applicable as of its run date.
- Particularly helpful for those districts that have a “set list” of ANs levied (e.g. a 1915 bond or Mello-Roos district).
- If ParcelQuest is used to determine a fresh set of ANs each year, the reports’ value is more limited.

There is a cost recovery for placing the Direct Charges levies on the tax roll. Information regarding the cost recovery can be located online at the website address noted above and in the Direct Charges Manual section *Cost Recovery Amounts*. The amount will be deducted from the district’s general ledger account after the December 10 posting of property tax collections to ensure that the district’s fund doesn’t earn negative interest.

**ORDINANCE 2022-01**

**AN ORDINANCE OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT STATING THE PURPOSE FOR ADDING TO AND MAKING ASSESSMENTS LEVIED UPON THE LAND UPON WHICH WATER SERVICE WAS USED AND CHARGES UNPAID AND FOR ANNUAL ASSESSMENT DISTRICT LEVIES**

**BE IT ENACTED** by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, as follows:

1. The Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT hereby declares that for Fiscal Year 2021-22 the Georgetown Divide Public Utility District water service and related water quality services were furnished to and used on certain parcels of land upon which the annual assessment is, by this said ordinance levied for unpaid charges thereof as of June 30, 2022. Said parcels are set forth in Exhibit A attached hereto and made a part hereof. It is further declared said certain parcels of land are owned, controlled, or in the possession of the same person who owned, controlled, or was in possession of it during the time such service charges were incurred, or if transfers were made of the property since the date such charges were incurred, such transfers have been made by gift, descent, bequest, or devise. It is further declared that said unpaid charges are to be added to and made a part of the annual assessment levied upon said certain parcels of land, shall become a lien upon said parcels of land, and the Board of Directors shall include in its statement to be transmitted to the County Auditor, the amount of said charges upon said certain parcels of land.

2. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County-Auditor a statement of the unpaid charges to be levied which may be added to and become a part of the first installment of the assessment.

3. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County Auditor the forms required to levy the annual assessments for the assessment districts within the Georgetown Divide Public Utility District with outstanding debt. For fiscal year 2022-23, outstanding debt remains for the following assessment districts:

Stewart Mine Water Assessment District  
Kelsey North Water Assessment District

4. A certified copy of this Ordinance shall be transmitted to the County-Auditor of the County of El Dorado, State of California, upon its adoption.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT held on the twelfth day of July 2022, by the following vote:

**AYES:**

**NAYS:**

**ABSENT/ABSTAIN:**

**ATTEST:**

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Michael Saunders, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

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Adam Cohan, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



**CERTIFICATION**

I hereby certify that the foregoing is a full, true, and correct copy of **Ordinance 2022-01** duly and regularly adopted by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, El Dorado County, California, at a meeting duly held on the twelfth day of July 2022.

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Adam Coyan, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



**REQUIRED NOTICE**  
**Please read this notice carefully.**

Georgetown Divide Public Utility District is required to provide this notice to all delinquent accounts to allow the District to place any unpaid, past due amounts as of **June 30, 2022** on the County Tax Roll as a lien against the property.

Based on the information the District has at this point in time, the amount shown on the enclosed bill is the past due amount owed as of June 15, 2022. Unless full payment is **received by July 1, 2022**, it will be necessary to place a lien against the property for any unpaid amount. Please call the District if you have any questions or concerns regarding this notice **(530) 333-4356**.

**REQUIRED NOTICE**  
**Please read this notice carefully.**

Georgetown Divide Public Utility District is required to provide this notice to all delinquent accounts to allow the District to place any unpaid, past due amounts as of **June 30, 2022** on the County Tax Roll as a lien against the property.

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Based on the information the District has at this point in time, the amount shown on the enclosed bill is the past due amount owed as of June 15, 2022. Unless full payment is **received by July 1, 2022**, it will be necessary to place a lien against the property for any unpaid amount. Please call the District if you have any questions or concerns regarding this notice **(530) 333-4356**.

**Direct Charge Levy**  
**Annual Certification of Levy and Data Submission Form**  
**DEADLINE IS 5PM WEDNESDAY, AUGUST 10, 2022**

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Any error will cause the entire data submission to fail. These include:

- Incorrect overall file format (4 data formats are available)
- File format errors on individual records/lines
- Invalid ANs
- Duplicate ANs
- Levy amount with an odd cent (.01, .03, .05, etc.)
- \$0 amount

Any data resubmissions completely overwrite the entire tax code's previously submitted data for the same tax year.

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Direct Charge Tax Code: **84042**  
Direct Charge Tax Bill Description: **Delq Bill: Georgetown PUD**  
District Name: **Georgetown Public Utility District**  
District Email Address: **slbeck@gd-pud.org**  
Property Tax Division Staff Information: **Marsha Tover 530/621-5472 marsha.tover@edcgov.us**  
For Tax year: **2022/2023** (July 1, 2022 through June 30, 2023)

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The undersigned hereby: attests that the direct charge levies have been verified for accuracy and approved by the district; agrees to the cost recovery for direct charges enrolled; and agrees to the statutory and procedural terms for collection on the tax roll.

Check One:

- Only one direct charge tax code # on the file  
 Multiple direct charge tax code #s on the file

Check One:

- 1<sup>st</sup> Submission for tax roll for the tax year  
 Resubmission for tax roll for the tax year

Check One:

- Data file is for secured tax roll  
 Data file is for unsecured tax roll

08/10/2022

Date Submitted

AM  
 PM

TBD

Number of Records

(all levies will reject if different from data file)

TBD

Total Amount

(all levies will reject if different from data file)

Office/Finance Manager

Title of Authorized Person Certifying this Form

Jessica L. Buckle

Print Name of Authorized Person Certifying this Form

  
Signature of Authorized Person Certifying this Form

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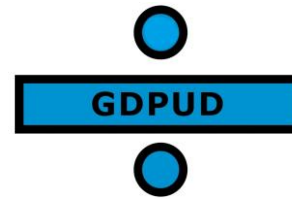
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Date Sent Confirm-Reject Memo

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF JULY 12, 2021  
AGENDA ITEM NO. 10.B.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: CONSIDER AUTHORIZING THE GENERAL MANAGER TO INITIATE THE PROCESS FOR CREATING A PART-TIME ADMINISTRATIVE ASSISTANT POSITION**

**PREPARED BY:** Adam Coyan, General Manager

**APPROVED BY:** Adam Coyan, General Manager

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**BACKGROUND**

There is a need to create a part-time administrative assistant position to assist the Office/Financial Manager with day-to-day administrative tasks related to support for the Board of Directors, and the two citizen advisory Brown Act committees (Finance and Irrigation). In addition, there is a desire to establish a staff position to achieve the Board's goal/objectives for public information and community outreach. Much of these functions are currently being provided by a part-time, temporary placement, and a retired annuitant.

**DISCUSSION**

The process for creating this position includes developing the job description, establishing a salary schedule, and obtaining union review and approval.

Staff will provide the Board with information to consider approving this position and authorizing an external recruitment process at a future regular Board meeting. The General Manager, Office/Financial Manager and Human Resources Specialist will coordinate the following efforts to develop this information:

- reviewing resources for developing the job description, including ACWA/JPIA;
- identifying comparable positions by reviewing the 2011 salary survey and other resources to prepare the salary schedule;
- initiating communication with AFSCME Employees union;
- preparing a job announcement for an external recruitment; and
- preparing an applicant assessment matrix for the selection process.

**FISCAL IMPACT**

The labor expenditure for this position is included in the adopted FY 2022-2023 budget.

**CEQA ASSESSMENT**

This is not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) authorize the General Manager to initiate the process for establishing a part-time administrative assistant position.

**RESOLUTION NO. 2022-XX**

**OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO INITIATE THE PROCESS  
FOR CREATING A PART-TIME ADMINISTRATIVE ASSISTANT POSITION**

**WHEREAS**, the General Manager of the Georgetown Divide Public Utility District has determined the need to create a part-time administrative position to assist the Office/Financial Manager with day-to-day administrative tasks related to support for the Board Directors, and the two Brown Act advisory committees; and

**WHEREAS**, there is a desire to establish a staff position to achieve the Board's objectives for public information and community outreach; and

**WHEREAS**, the process for creating this position includes developing the job description, establishing a salary schedule, and obtaining union review and approval; and

**WHEREAS**, Staff will provide the Board of Directors with information to consider improving this position, including, but not limited to, a job description, a salary schedule, union approval, an external recruitment, and an applicant assessment matrix; and

**WHEREAS**, there are funds in the Fiscal Year 2022/2023 Operating Budget for this labor cost.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT** General Manager is authorized to initiate the process for creating a part-time administrative assistance position for the Board's approval.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 12<sup>th</sup> day of July 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

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Michael Saunders, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

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Adam Coyan, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## CERTIFICATION

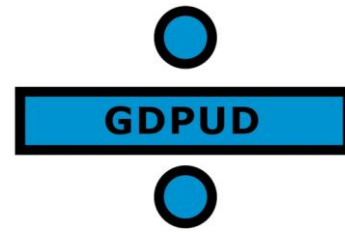
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 12<sup>th</sup> day of July 2022.

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Adam Coyan, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF JULY 12, 2022  
AGENDA ITEM NO. 10.C.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: ANNUAL REVIEW OF DIRECTOR STIPEND AS REQUIRED BY DISTRICT POLICY 4030-2**

**PREPARED BY:** Jessica Buckle, Office Finance Manager

**APPROVED BY:** Adam Coyan, General Manager

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**BACKGROUND**

Ordinances 1997-1 (adopted 1/14/1997), 2004-03 (adopted 9/14/2004), and 2005-05 (adopted 1/8/2008) established remuneration (stipend) of \$200 per month for members of the Board of Directors for expenses incurred in attending meetings of the Board.

The Board of Directors adopted Ordinance 2008-1 on January 8, 2008, establishing a stipend amount of \$400 per month, not to exceed \$4,800 a year, pursuant to Public Utilities Code Section 16002(a). On February 8, 2011, the Board adopted Ordinance 2011-01, which superseded Ordinance 2008-01, and maintained the stipend amount at the same level of \$400 per month, not to exceed \$4,800 a year pursuant to the law.

On June 25, 2013, the Board of Directors approved District Policy 4030-2 (Attachment 1) providing a Director's stipend in the amount of \$400 per month, an amount established by Public Utilities Code Section 16002(a). The policy requires the Board to annually establish the amount of the stipend at its regular meeting in July and references Ordinance 2011-01 (Attachment 2).

**DISCUSSION**

During the regular Board meeting of June 14, 2022, a member of the public called the Board's attention to the required annual review of Director stipends in July. President Saunders requested that a review of Director stipends be agendized for the July Board meeting as required by District Policy 4030-2.

**FISCAL IMPACT**

Director stipends are included in the FY 2022-2023 Operating Budget.

**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) conduct the required annual review of the Directors stipend and provide staff direction.

**ALTERNATIVES**

(a) Request substantive changes to the Resolution for staff to implement; (b) Reject the Resolution.

**ATTACHMENTS**

1. Policy 4030, Remunerations and Reimbursements
2. Ordinance 2011-01

**POLICY TITLE: Remuneration and Reimbursements**

**POLICY NUMBER: 4030**

#### **4030.1 REMUNERATION**

Members of the Board of Directors shall receive a monthly "Director's Stipend," the amount of which shall be established annually by the Board at its regular meeting in July and be consistent with applicable state law. Reference Ordinance 2011-01.

**4030.1.1** Pursuant to Public Utilities Code § 16002(a), each Director shall receive a stipend in the amount of Four Hundred Dollars (\$400.00) per month. A Director must attend the regular meeting of the Board to receive the monthly stipend. The annual amount of the stipend shall not exceed four thousand eight hundred dollars (\$4,800.00)

#### **4030.2 REIMBURSEMENT**

Directors' shall be entitled to receive their actual and necessary expenses incurred while on official District business as provided below. Official District business shall include attendance at meetings described in the Public Utilities Code § 16002(b)(2), local or regional meetings of water purveyors, and training sessions and conferences of public officials. Reimbursement for such expenses is subject to the requirements of Government Code §§ 53232.2 and 53232.3. All expense reports shall document that expense meet the requirement of Ordinance 2011-01.

- A. **MILEAGE** - reimbursement for mileage incurred by Directors in their own vehicle shall be set at the rate of reimbursement allowed under Publication 535 of the Internal Revenue Service, Mileage shall not be reimbursed for attendance at regular or special board meeting of GDPUD held at the District office or to other similar locations in the District. Requests for mileage reimbursement shall state the distance traveled, the date, the meeting attended and the amount of reimbursement sought.
  
- B. **LODGING AND TRAVEL**- Reimbursement for lodging, travel and incidental expenses incurred for attendance at meetings or conferences outside of the County is subject to prior approval by the Board of Directors. However, the Board in its discretion may approve reimbursement after a Director has attended the meeting or conference in circumstances where the meeting schedule of the Board did not permit prior approval of the request. Request for reimbursement of lodging, travel, meals and incidental expenses shall include copies of all receipts for the expense with the request for reimbursement. The State per diem rate will be used for expense limitations.



- C. **IRS RATES** –Publication 463 shall be followed and the use of California per diem rates shall be used as stated in this publication for travel, meals, Lodging and other actual and necessary expenses.

**ORDINANCE 2011- 01**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
REVISING THE BOARD OF DIRECTORS' COMPENSATION RATES**

BE IT ENACTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District"), El Dorado County, State of California, as follows:

1. This Ordinance shall supersede in its entirety Ordinance 2008-01, pertaining to the compensation and benefits of the District's Board of Directors and sets forth all compensation and benefits to be provided henceforth.
  
2. **COMPENSATION.** Pursuant to Public Utilities Code § 16002(a), each Director shall receive a stipend in the amount of Four Hundred Dollars (\$400.00) per month. A Director must attend the regular meeting of the Board to receive the monthly stipend. The annual amount of the stipend shall not to exceed four thousand eight hundred dollars (\$4,800).
  
3. **REIMBURSEMENT.** In addition to the compensation provided in Paragraph 2 above, Directors shall be entitled to receive their actual and necessary expenses incurred while on official District business as provided below. Official District business shall include attendance at meetings described in Public Utilities Code § 16002 (b)(2), local or regional meetings of water purveyors, and training sessions and conferences for public officials. Reimbursement for such expenses is subject to the requirements of Government Code §§ 53232.2 and 53232.3. All expense reports shall document that expenses meet the requirements of this Ordinance.

A. **MILEAGE.** Reimbursement for mileage expenses incurred by Directors in their own vehicles shall be set at the rate of reimbursement allowed under Publication 535 of the Internal Revenue Service. Mileage shall not be reimbursed for attendance at regular or special board meetings of GDPUD held at the District office or other similar locations in the District. Requests for mileage reimbursement shall state the distance traveled, the date, the meeting attended and the amount of reimbursement sought.

B. **LODGING AND TRAVEL.** Reimbursement for lodging, travel and incidental expenses incurred for attendance at meetings or conferences outside of the County is subject to prior approval by the Board of Directors. However, the Board in its discretion may approve reimbursement after a Director has attended the meeting or conference in circumstances where the meeting schedule of the Board did not permit prior approval of the request. Requests for reimbursement of lodging, travel, meals and incidental expenses shall include copies of all receipts for the expense with the request for reimbursement.

C. IRS RATES. Unless the reimbursement rates for travel, meals, lodging and other actual and necessary expenses are otherwise approved by the Board, the District shall use the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication.

4. EFFECTIVE DATE. Upon adoption, this Ordinance shall be posted in three (3) public places within the District's boundaries at least seven (7) days prior to thirty (30) days from the date of its adoption, and shall be published in the Georgetown Gazette, a newspaper of general circulation published in the District, one (1) time at least seven (7) days prior to thirty (30) days from the date of its adoption and shall be effective thirty (30) days after the date of its adoption.

5. IMPLEMENTATION. Upon adoption of this Ordinance, staff is directed to provide all Directors with information on COBRA coverage that may be available to extend any benefits previously provided to Directors by the District. Upon the effective date of this Ordinance, staff is directed to cancel all existing District-provided coverage affording vision, dental, health and life insurance benefits to Directors.

PASSED AND ADOPTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT at its duly held regular meeting on the eighth day of February, 2011, by the following vote:

AYES: Griffiths, Krizl, McLane, Neeley and Otermat  
NOES: None  
ABSENT: None  
ABSTAIN: None

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Norm Krizl, President  
Board of Directors  
GEORGETOWN DIVIDE  
PUBLIC UTILITY DISTRICT

ATTEST:

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Henry N. White, Clerk and ex officio Secretary of the  
Georgetown Divide Public Utility District

\* \* \* \* \*

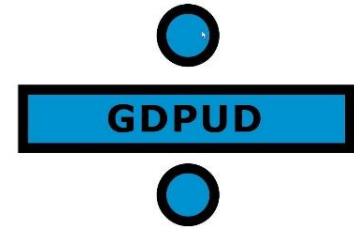
CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Ordinance 2011-01, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, at a meeting duly held on the eighth day of February 2011.

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Henry N. White, Clerk and ex officio Secretary of the  
Georgetown Divide Public Utility District

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF July 12, 2022  
AGENDA ITEM NO. 10.D.**



**SUBJECT:**                   **CONSIDER APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR DISTRICT ENGINEER SERVICES**

**PREPARED BY:**           Adam Brown, Operations Manager

**APPROVED BY:**         Adam Coyan, General Manager

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**BACKGROUND**

The Georgetown Divide Public Utility District Board of Directors adopts a five-year Capital Improvement Plan (CIP) on an annual basis. The CIP is a planning tool that identifies anticipated capital improvement and their funding sources. Project identified in the CIP and general construction projects often require engineering services prior to full implementation.

**DISCUSSION**

On May 12, 2022, the District advertised on Ebidboard for engineering services to support in ongoing CIP construction projects and general projects. By the closing date of June 23, 2022, the District received a total of two qualification proposals from EKI Environment & Water and Bennett Engineering Services.

Each proposal was reviewed and scored independently by District staff based on the following criteria:

- Qualifications of the team;
- Project understanding;
- Similar experience;
- References; and
- Innovation.

The review process ranked Bennett Engineering Services (BEN|EN) as the highest ranking firm. The consensus from the review team was BEN|EN met and exceeded the qualifications of the District in support of the CIP and general construction projects. BEN|EN has worked on previous District projects; including the *2018 Water Reliability Project, Kit Fox Treated Water Line Replacement and CDS Feasibility Study*.

**FISCAL IMPACT**

Engineering cost is included in each project at approximately 10 to 15 percent of the total project cost. Based on a \$1,800,000 CIP for fiscal year 2022-2023 estimated cost would range from \$180,000 to \$270,00.

**CEQA ASSESSMENT**

The selection of a District Engineer does not require CEQA assessment.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution authorizing General Manager to execute a Professional Services Agreement with BEN|EN for District Engineering Services (Attachment 1). Resolution 2022-XX is included as Attachment 2.

**ATTACHMENTS**

1. Professional Service Agreement
2. Resolution 2022-XX

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this 14 day of June, 2022, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Bennett Engineering Services (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

**A.** District has determined that consultant services are required for non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures (the “Project”).

**B.** Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).

**C.** Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed consultant services attached hereto as **Exhibit B** (the “Rates”).

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

### AGREEMENT

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.

**2. Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from District.

**3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$53,434, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice

within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

**6. Termination.** District may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by notifying Consultant in writing of District’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

**7. Termination for Cause.** Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

**8. Confidential Information.** Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District’s General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

**9. Performance by Key Employee.** Consultant has represented to District that David Harden will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.



**10. Property of District.** The following will be considered and will remain the property of District:

**A. Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Documents.

**B. Data.** All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials (“Data”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Data.

**C. Delivery of Documents and Data.** Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

**11. Duties of District.** In order to permit Consultant to render the services required hereunder, District shall, at its expense and in a timely manner:

**A.** Provide such information as Consultant may reasonably require to undertake or perform the Services;

**B.** Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant’s performance of the Services; and

**C.** Promptly notify Consultant of any fault or defect in the performance of Consultant’s services hereunder.

**12. Representations of Consultant.** District relies upon the following representations by Consultant in entering into this Agreement:

**A. Qualifications.** Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant’s sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant’s profession at the time the Services are rendered.

**B. Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required

under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

**13. Compliance with Laws and Standards.** Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

**14. Independent Contractor; Subcontracting.** Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

**15. Insurance.** Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

**A. General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

**B. Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**C. Automobile Insurance.** Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

**D. Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**E. Other Insurance Requirements.** Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District's Agents and any insurance or self-insurance maintained by District or District's Agents shall be in excess of Consultant's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

**16. Indemnification.** Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Consultant's obligation to defend, indemnify and hold District and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

**17. Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits

or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**18. Litigation.** In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

**19. Notices.** Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District: Georgetown Divide Public Utility District  
P.O. Box 4240  
6425 Main Street  
Georgetown, CA 95634  
Attention: General Manager

With courtesy copies to: Churchwell White LLP  
1414 K Street, 3rd Floor  
Sacramento, California 95814  
Attention: Barbara A. Brenner, Esq.

If to Consultant: Bennett Engineering Services  
Attention: David Harden  
1082 Sunrise Avenue, suite 100  
Roseville, California 95661

## 20. General Provisions.

**A. Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

**B. Waiver.** The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**C. Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

**D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**E. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

**F. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**G. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**H. Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

**I. Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

**J. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

**K. Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**L. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

**M. Drafting and Ambiguities.** Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**

GEORGETOWN DIVIDE PUBLIC  
UTILITIES DISTRICT, a California Public  
Utilities District

By: \_\_\_\_\_  
Adam Coyan, General Manager

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

**CONSULTANT:**

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

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

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

Approved as to Form:

\_\_\_\_\_  
Barbara A. Brenner, General Counsel

**RESOLUTION NO. 2022-XX**

**OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT FOR ENGINEERING SERVICES WITH BENNETT  
ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$53,434**

**WHEREAS**, on May 12, 2022, the Georgetown Divide Public Utility District issued a Request for Qualifications for engineering services to support Capital Improvement Plan construction projects and general projects; and

**WHEREAS**, two qualification proposals were received by the closing date of July 23, 2022, and each proposal was reviewed and scored independently by District staff; and

**WHEREAS**, Bennett Engineering Services was deemed to have met and exceeded the qualifications required and received the highest ranking; and

**WHEREAS**, a Professional Services Agreement with Bennett Engineering Services was then prepared for an amount not to exceed \$53,434; and

**WHEREAS**, the Fiscal Year 2022/2023 Operating Budget includes the cost of engineering services.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT:**

1. The professional services agreement is awarded to Bennett Engineering Services; and
2. The General Manager is authorized to execute a professional services agreement with Bennett Engineering Services. in the amount not to exceed \$53,434 for engineering services for FY 2022/2023 Capital Improvement Plan construction projects and general projects.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 12<sup>th</sup> day of July 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

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Michael Saunders, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

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Adam Coyan, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### **CERTIFICATION**

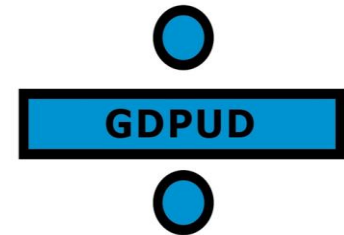
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 12<sup>th</sup> day of July 2022.

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Adam Coyan, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF July 12, 2022  
AGENDA ITEM NO. 10.E.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: AUTHORIZE THE EXPENDITURE OF \$114,655.00 TO AWARD CONSTRUCTION CONTRACT TO SIERRA ASPHALT FOR AUBURN LAKE TRAILS PAVING PROJECTS**

**PREPARED BY:** Adam Brown, Operations Manager

**APPROVED BY:** Adam Coyan, General Manager

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**BACKGROUND**

In 2021 the District repaired a total of 26 line breaks. Line breaks can often lead to scouring of road base and compromising the integrity of paved surfaces. A total of three areas with these conditions were identified by Auburn Lake Trails staff and reported to the District. Areas are located along Big Strike Trail, Kit Fox Court and Chimney Flat Court.

**DISCUSSION**

A request for bids was issued for the paving projects on May 16, 2022. On June 29, 2022, the District received two completed bid proposals ranging from a high bid of \$115,847 to a low bid of \$114,655 for this project. The bids were opened publicly at the appointed time and location. The bid schedule for each bid is included as Attachment 1.

Sierra Asphalt, Inc. is the apparent low bidder with a bid of \$114,655. Sierra Asphalt bid is included as Attachment 2.

**FISCAL IMPACT**

The current estimated budget included in the approved capital improvement program (CIP) for this project budget is \$100,000. Estimated cost of \$114,655.00 does exceed approved CIP budget

**CEQA ASSESSMENT**

This project is categorically exempt pursuant to CEQA Guidelines Section 15301, Existing Facilities, and Section 15061, No Possibility of Significant Effect on the Environment. The project is limited to maintenance of existing facilities and does not involve an expansion of use.

**RECOMMENDED ACTION**

Staff recommends that the Georgetown Divide Public Utility District Board of Directors adopt Resolution 2022-XX (Attachment 3) awarding the construction contract, authorizing the General Manager to execute a contract with Sierra Asphalt, Inc. the amount of \$114,665 with a 15 percent construction contingency.

**ATTACHMENTS**

1. Bid Schedules
2. Sierra Asphalt, Inc. – Bid Package
3. Resolution 2022-XX

# BID PROPOSAL

## Auburn Lake Trails Paving Rehabilitation Projects

NAME OF BIDDER: Sierra Asphalt, Inc  
STREET ADDRESS: 3755 Omega Cir # 2  
CITY, STATE, ZIP: Rancho Cordova, CA 95742  
PHONE NO. 916-635-9898 FAX NO. 916-635-3509  
CONTRACTOR LICENSE TYPE & NO.: A 457414

The work for which this proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the prevailing wage rates), the Specifications, the project plans, if any, described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Georgetown Divide Public Utility District specifications.

The **Special Provisions** for the Work to be done are dated **April 2022** and are entitled:

### Auburn Lake Trails Paving Rehabilitation Projects

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items in the Base Bid.

The Bidder shall set forth, for each unit basis item of work, a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc. or one-tenth, one-hundredth, etc. from the entered total, the discrepancy will be resolved by mutual resolution between the two parties.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Georgetown Divide Public Utility District, and that discretion will be exercised in the manner deemed by the Georgetown Divide Public Utility District to best protect the public interest in the prompt and economical completion of the work. The decision of the Georgetown Divide Public Utility District respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bond(s) in the sums required by the State Contract Act, with surety satisfactory to the Georgetown Divide Public Utility District, and the insurance certificates within ten (10) days, not including Saturdays, Sundays, and legal holidays, after the Bidder has received notice from the Georgetown Divide Public Utility District that the contract has been awarded, the Georgetown Divide Public Utility District may, at its option, determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the Georgetown Divide Public Utility District.

When submitting its bid, the Bidder shall include security in the form of cash; cashier's check made payable to the District; a certified check made payable to the District or a bidder's bond executed by an admitted surety insurer, made payable to the District. The amount of security shall be 10 percent of the amount bid. Should the Bidder be awarded the contract, but fail to execute the contract, its security shall be forfeited to the District.

The Bidder has familiarized itself with the nature and extents of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the plans therein referred to; and the contractor proposes, and agrees if this proposal is accepted, that they will contract with the Georgetown Divide Public Utility District, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that the contractor will take in full payment therefor the following prices, to wit:

## BID SCHEDULE

### Auburn Lake Trails Paving Rehabilitation Project

#### BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Demobilization, Insurance & Bonds	LS	1	3,500	3,500 <sup>00</sup>
2	Water Pollution Control Plan	LS	1	535	535 <sup>00</sup>
3	Cold Plane Asphalt Concrete - 2"	SQYD	1140	14	15,960 <sup>00</sup>
4	Hot Mix Asphalt, Type A - 2"	TON	140	170	23,800 <sup>00</sup>
5	Roadway Excavation - Digout	CY	60	125	7,500 <sup>00</sup>
6	Hot Mix Asphalt, Type A - 4" Digout	TON	50	695	34,750 <sup>00</sup>
7	Class 2 Aggregate Base	CY	40	183	7,320 <sup>00</sup>
8	Fiber glass infused slurry coatings with 1/4" minus black volcanic aggregate	SQYD	1140	18 <sup>00</sup>	21,900 <sup>00</sup>

**Total Bid Base Price**

\$114,655.00

**BID SCHEDULE**  
**Auburn Lake Trails Paving Rehabilitation Project**

**BASE BID**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Demobilization, Insurance & Bonds	LS	1	\$8,032	\$8,032
2	Water Pollution Control Plan	LS	1	\$475.00	\$475
3	Cold Plane Asphalt Concrete - 2"	SQYD	1140	\$13.50	\$15,390
4	Hot Mix Asphalt, Type A - 2"	TON	140	\$275.00	\$38,500
5	Roadway Excavation - Digout	CY	60	\$107.00	\$6,420
6	Hot Mix Asphalt, Type A - 4" Digout	TON	50	\$312.00	\$15,600
7	Class 2 Aggregate Base	CY	40	\$173.00	\$6,920
8	Fiber glass infused slurry coatings with ¼" minus black volcanic aggregate	SQYD	1140	\$21.50	\$24,510

\$115,847.00

**Total Bid Base Price**

## BID ITEMS DESCRIPTION

### **Bid Item 1: Mobilization/Demobilization:**

The lump sum amount for Mobilization/Demobilization shall include: the obtaining of insurance and bonds; moving onto the site of all equipment; submittals required to begin work, submittal and approval of initial project schedule; obtaining and paying for all permits by other agencies as applicable and not delineated in other bid items; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing construction signs; temporary buildings and field office trailer(s); establishment of temporary site access and staging area; installation of temporary construction fencing; and all other construction as required for the proper performance and completion of work.

Demobilization shall include: site cleaning and restoration of surfaces within the job site; post-construction meeting; removal of all temporary facilities and equipment from the work area; disconnection of the temporary construction utilities; and turnover of a project to the Owner.

Contractor may apply for payment of mobilization on a percent complete basis as the items covered in Mobilization are being completed, as described in the Mobilization Specification.

Contractor may apply for payment of Demobilization after the overall project substantial completion is achieved and the project begins to demobilize.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

### **Bid Item 2: Water Pollution Control Plan:**

The lump sum amount shall include all work and materials necessary for preparation and implementation of a Water Pollution Control Plan (WPCP) / Erosion Control and Best Management Practices (BMP's) and all other essentials required to complete this item as detailed in the Specifications and State Standards Specifications section 13 and section 21, including installation, monitoring, and removal of all BMP's required to maintain compliance.

The lump sum price shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

### **Bid Item 3: Cold Plane Asphalt Concrete - 2":**

The per square yard amount shall include all work and materials necessary in pavement planning, pavement conforms, removing quarter crowns, complete in place, including disposal or transport of planed material and all other essentials required to complete this item as detailed in the Specifications and Plans and require providing a completed project with transition to match existing grades.

The per square yard amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

### **Bid Item 4: Hot Mix Asphalt, Type A - 2":**

The per ton amount for Hot Mix Asphalt (Type A) shall include all work and materials necessary for producing, providing, and placing asphalt as shown on the plans, as specified

in the State Standard Construction Specifications, these Special Provisions, and as directed by the District. Material testing and quality assurance is included in this item.

The per ton amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

**Bid Item 5: Roadway Excavation – Digout:**

The cubic yard amount for Roadway Excavation shall include all work and materials necessary for the removal and off haul of all asphalt concrete (AC), aggregate base (AB), and native material to allow construction of Digouts as directed by the District. The total area of digouts shall not be greater than twenty percent 20% of the surface area to be cold paned and overlaid. Subsurface penetration of digout areas per these specifications is included in this item.

The per cubic yard amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

**Bid Item 6: Hot Mix Asphalt, Type A - 4" Digout:**

The per ton amount for Hot Mix Asphalt (Type A) shall include all work and materials necessary for producing, providing, and placing asphalt for Digouts as shown on the plans, as specified in the State Standard Construction Specifications, these Special Provisions, and as directed by the District. Material testing and quality assurance is included in this item.

The per ton amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

**Bid Item 7: Class 2 Aggregate Base:**

The per cubic yard amount shall include all work and materials necessary to place Class 2 Aggregate Base as shown to the plans, as specified in the State Standard Construction Specifications, these Special Provisions, and as directed by the District. Material testing and quality assurance is included in this item.

The per cubic yard amount shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.



## Experience Qualifications

Number of years Bidder has been in the contracting business, under the present business name:  
44 Years

Experience in work, of a nature similar to that covered in the bid extends, over a period of 44 years.

Has the Bidder ever failed to satisfactorily complete a contract awarded to it. Yes  No

If yes, please explain:

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### List of Previous Contracts Completed by Contractor

	DATE	NAME OF PROJECT	CONTRACT AMOUNT	OWNER	PHONE #
1.	2021	CAL OES	651,307	State of CA	916-375-4506
2.	2021	EL RIO VILLAS	560,000	Yolo County Housing	530-669-2222
3.	2021	CITY OF Rancho Cordova Street Maintenance	205,000	City of Rancho Cordova	
4.	2021	Home Depot	376,383	ESI Construction	208-362-3040
5.	2022	2400 Fulton Ave	391,896	Charles C Bell	916-489-7743

Please attach separate sheet, if needed.

## LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under this Contract in excess of one-half of one percent of the Contractor's total bid price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. All information must be provided for each subcontractor. Failure to comply with this requirement shall render the proposal (bid) non-responsive and shall cause its rejection. (Attach additional sheets if required.)

Work to be Performed	Subcontractor License # DIR #	Percent of Total Contract	Subcontractor's Name and Address
FIBERGLASS INFUSED SLURRY	CA # 293727A	16.9%	VSS INTERNATIONAL
COATING WITH 1/4" MINUS BLACK	DIR # 100001231		3785 CHANNEL DR.
VULCANIC AGGREGATE			WEST SACRAMENTO 95691
	CA # 868496	9.9%	BAC ASPHALT GRINDING, INC.
GRINDING OF ASPHALT	DIR # 100001191		PO BOX 8573
			WOODLAND 95776

## ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addenda, which are attached to the proposal:

Addendum No. 1	Date: 6/20/22
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

### ADDENDA

This proposal is submitted with respect to the changes to the contract included in the Addendum Acknowledgement above.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractor's, Worker's Compensation Certificate, and Non-Collusion Affidavit, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents and to accept full payment therefore the Contract Price based on Lump Sum(s) and/or Unit Bid Price(s) named in the aforementioned Bid Schedule(s).

By my signature on this proposal I certify, under penalty of perjury under laws of the State of California and the United States of America, that the above is true and correct.

Date: 6/28/2022

Bidder: Sierra Asphalt, Inc

By: Laura Carver  
(Signature)

Title: Treasurer

# WORKERS' COMPENSATION CERTIFICATE

## Owner and Description of Contract:

**Georgetown Divide Public Utility District**

**Auburn Lake Trails Paving Projects**

Labor Code Section 3700: *Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:*

- (a) *By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.*
- (b) *By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.*

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 6/28, 2022

Sierra Asphalt, Inc  
(Contractor)

By: Jaura Carner  
(Signature)

Treasurer  
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work.)

# NON-COLLUSION AFFIDAVIT

This Affidavit to be fully executed.

The undersigned declares:

I am the Treasurer of Serrano Asphalt, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at Rancho Cordova [city], CA [state]."

Signature: Laura Carver  
President, Secretary, Manager, Owner, or Representative

(Attach Notary Acknowledgement)

Print Name and Title below:

Laura Carver  
Treasurer

**CALIFORNIA ACKNOWLEDGMENT**

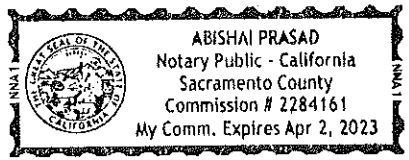
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Sacramento

On 04/29/22 before me, Abishai Prasad Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Laura Carver  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
 Title or Type of Document: Non-Collusion Affidavit  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

SIGNATURE SHEET

SIGNATURE NOTICE

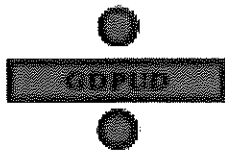
If bidder or other person of legal interest is a corporation; state legal name of corporation, also names of the president, secretary, treasurer, and manager authorized to sign contracts; if a co-partnership, state true name of firm, also names of all individual copartners composing firm authorized to sign contracts; if Bidder or other interested person is an individual, state first and last names in full.

Provide the names of all persons of legal interest in the foregoing proposal as principals below:

Sierra Asphalt, Inc Tom Carver - Pres  
Tim Carver - VP/SEC  
Laura Carver - Treasurer

Licensed in conformance with an act providing for the registration of contractors,

Contractor's License No.: 457414 Classification(s): A



GEORGETOWN DIVIDE  
**Public Utility District**

P.O. BOX 4240

PHONE (530) 333-4388

GEORGETOWN, CALIFORNIA 95934-4240

FAX (530) 333-2442

gd-pud.org

**ADDENDUM NO. 1**  
**Issued June 20, 2022**

**SUBJECT: Request For Bids for  
Auburn Lake Trails Paving Projects**

**TO: All Building Exchanges and Plan Holders:**

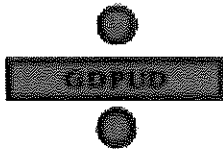
This addendum has been prepared to respond to questions received by the District.

1. *What is the max load allowed within Auburn Lake Trails?*  
**Typically a maximum of 85,000 pounds. Specific routes will be designated if exceeded.**
2. *Is a bidder bond required?*  
**Yes, please see page 5 of 72.**
3. *Can all the sections be grinding at one time?*  
**Yes, all sections can be grinded at the same time.**
4. *What to do with dig out material?*  
**Dig out material can be disposed on District property directly adjacent to property located at 1701 State Highway 193.**

In addition to the scope of work presented in the Request for Bids please add another task at the request of the Property Owners Association.

**1140 square yards of the fiber glass infused slurry coatings that should include ¼" minus black volcanic aggregate.**





GEORGETOWN DIVIDE  
Public Utility District

P.O. BOX 4240

PHONE (530) 333-4356

GEORGETOWN, CALIFORNIA 95031-4240

FAX (530) 333-2442

gd-pud.org

A copy of this Addendum with the signed acknowledgement below must be attached to your bid proposal or your bid may be considered non-responsive.

If you have any questions or concerns regarding this Addendum please contact Adam Brown at (530) 333-4356, ext. 110 or [abrown@gd-pud.org](mailto:abrown@gd-pud.org).

Thank You,

Adam Brown  
GDPUD  
Operations Manager

**Proposer's/Contractor's Acknowledgement of Addendum**

**Addendum No. 1**

Signed: Laura Carver

Printed Name: Laura Carver

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Sierra Asphalt, Inc.  
3755 Omec Circle, #2  
Rancho Cordova, CA 95742

**SURETY:**

*(Name, legal status and principal place of business)*

Merchants Bonding Company (Mutual)  
6700 Westown Parkway  
West Des Moines, IA 50266-7754

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Georgetown Divide Public Utility District  
6425 Main Street  
Georgetown, CA 95634

**BOND AMOUNT:** Ten Percent of the Total Amount Bid (\$ 10% of Bid Amount)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Auburn Lake Trails Paving Project

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of June 2022

Sierra Asphalt, Inc. *Laura Carver*  
*(Principal)* *(Seal)*

*(Witness)*

*Treasurer*  
*(Title)*

Merchants Bonding Company (Mutual)  
*(Surety)* *(Seal)*

*(Witness)*

*(Title)* Sara Walliser, Attorney-In-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento )

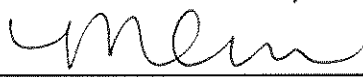
On June 16, 2022 before me, Mary Ellen Collins, Notary Public  
(insert name and title of the officer)

personally appeared Sara Walliser,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in  
~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bill Rapp; Brad Espinosa; Breanna Boatright; Claudine Gordon; Deanna Quintero; Elizabeth Colodi; Jason March; Jennifer Lakmann; John Hopkins; K Corey Ward; Kathleen Le; Kristie Phillips; Marissa Robinson; Mary Collins; Matthew Foster; Michael K Feeney; Mindy Whitehouse; Pamela Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Steven Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

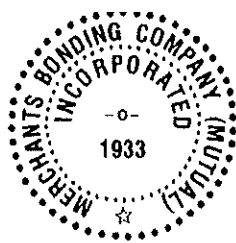
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of March, 2022.

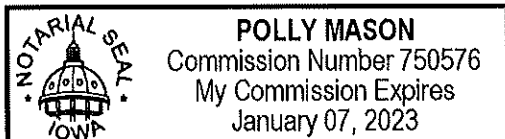


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 22nd day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Polly Mason*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June, 2022.



*William Warner Jr.*  
Secretary

**RESOLUTION NO. 2022-XX**

**OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A  
CONSTRUCTION CONTRACT WITH SIERRA ASPHALT, INC., FOR  
THE AUBURN LAKE TRAILS PAVING PROJECT FOR  
AN AMOUNT NOT TO EXCEED \$114,655**

**WHEREAS**, in 2021, the District repaired a total of 26 line breaks in the Auburn Lake Trails (ALT) subdivision that resulted in the scouring of the road base and the compromising of the integrity of paved surfaces; and

**WHEREAS**, areas along Big Strike Trail, Kit Fox Court, and Chimney Flat Court were identified by ALT staff as needing paving repairs; and

**WHEREAS**, the Auburn Lake Trails Paving Project was identified in the District's Capital Improvement Plan; and

**WHEREAS**, the District issued a request for bids on May 16, 2022, and two bid proposals were received ranging from a high bid of \$115,847 to a low bid of \$114,655 for this project; and

**WHEREAS**, Sierra Asphalt, Inc., is the apparent low bidder with a bid of \$114,655; and

**WHEREAS**, the project expenditures are expected to not to exceed the amount of \$114,655, which is within the approved Capital Improvement Plan budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT**

1. The construction contract is awarded to Sierra Asphalt, Inc., and
2. The General Manager is authorized to execute a contract with Sierra Asphalt, Inc., for the Auburn Lake Trails Paving Project in an amount not to exceed \$114,655.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 12th day of July 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

---

Michael Saunders, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Adam Coyan, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CERTIFICATION**

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 12th day of July 2022.

---

Adam Coyan, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF JULY 12, 2022  
AGENDA ITEM NO. 11.**



**AGENDA SECTION: PUBLIC HEARINGS**

**SUBJECT: PUBLIC HEARING – PROPOSITION 4, APPROPRIATION  
LIMIT – RESOLUTION 2022-XX**

**PRESENTED BY:** Jessica Buckle, Office/Finance Manager

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**BACKGROUND**

As required by law, local governments must hold a public hearing to establish the appropriations limit for the upcoming fiscal year. Today's hearing was set by the Board on May 10<sup>th</sup> and provides the opportunity for the public to comment. This hearing was noticed in the Georgetown Gazette and a copy of the Proof of Publication is included with this report as Attachment 2.

In November of 1979, the voters of the State of California approved Proposition 4, more commonly known as the (Paul) Gann Initiative. The proposition places limits on the amount of tax revenue that can be spent by all entities of government. The District is a local government and therefore must comply with the proposition. The proposition became effective for the 1980-81 fiscal year, but the formula for calculating the limits began with the 1978-79 "base year" tax revenues. Since that time, the District has been setting a public hearing annually to establish its appropriation limit (maximum general tax revenue that can be spent), which is derived from information received from the State Department of Finance during May. The change factor is based on the per capita personal income change for the year and population change for unincorporated areas of El Dorado County.

**DISCUSSION**

The limit for FY 2022-23 is calculated to be \$3,338,002. The District is compliant with the appropriation limit since the estimated general tax revenue for FY 2022-23 is \$1,900,850, which is considerably less than the limit.

A copy of Resolution 2022-XX is included as Attachment 1.

**FISCAL IMPACT**

This action has no fiscal impact.

**CEQA ASSESSMENT**

Not a CEQA Project.

**Public Hearing – Establishing Proposition 4  
Appropriations Limit**

Page 2 of 2

Board Meeting of July 12, 2022  
Agenda Item No. 11

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**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) conduct the public hearing and adopt Resolution 2022-XX setting the Proposition 4 Appropriation Limit for the District.

**ATTACHMENTS**

1. Resolution 2022-XX Establishing Appropriations Limit
2. Proof of Publication
3. Letter from the County on appropriations limit







PROOF OF PUBLICATION  
(2015.5 C.C.P.)

STATE OF CALIFORNIA  
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am a principal agent of and/or the publisher of the El Dorado Gazette, Georgetown Gazette & Town Crier, a newspaper of general circulation printed and published once each week in the town of Georgetown, Ponderosa Judicial District, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of April 3, 1970, Case Number 18589; that the notice, of which the attached is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

**6/30**

All in the year **2022**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this **30<sup>th</sup>** day of **JUNE, 2022**

*Adison Rainis*

Signature

**Proof of Publication of:  
NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING  
GEORGETOWN DIVIDE PUBLIC  
UTILITY DISTRICT ESTABLISHMENT OF  
APPROPRIATIONS LIMIT**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Tuesday, July, 12, 2022, at 2:00 PM, by the Georgetown Divide Public Utility District to establish, by resolution, the appropriations limit for the 2022-2023 fiscal year for the Georgetown Divide Public Utility District, as described in Article XIII B of the State Constitution.

The proposed appropriations limit is \$3,338,002.

At said hearing, the Georgetown Divide Public Utility District Board of Directors will consider all comments by interested persons.

Date: June 15, 2022

ADAM COYAN, Clerk and Ex officio

Secretary, Board of Directors

GEORGETOWN DIVIDE PUBLIC UTILITY  
DISTRICT

6/23, 6/30

001940

**RESOLUTION NO. 2022-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**SETTING THE FISCAL YEAR 2022-23 PROPOSITION 4**  
**APPROPRIATIONS LIMITATION**

**WHEREAS**, the Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT conducted a hearing on the appropriations limitation for GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT on the twelfth day of July 2022; and

**WHEREAS**, the hearing was advertised and noticed as required by law; and

**WHEREAS**, the Board received testimony and other evidence regarding the appropriations limitation to be established for the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT:**

The GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT appropriations limit for the 2022-23 Fiscal Year, as described in Article XIII B of the State Constitution and implemented by Chapter 1205, Statutes of 1980, is the sum of \$3,338,002 computed as follows:

$$\frac{\$3,109,457}{(2021-22 \text{ Appropriation Limit})} \times 1.0735 = \frac{\$3,338,002}{(2022-23 \text{ Appropriation Limit})}$$

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the twelfth day of July 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

\_\_\_\_\_  
Michael Saunders, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

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Adam Coyan, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### **CERTIFICATION**

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this twelfth day of July 2022.

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Adam Coyan, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



# County of El Dorado

OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667-4193  
Phone: (530) 621-5487 Fax: (530) 295-2535

JOE HARN, CPA  
Auditor-Controller

BOB TOSCANO  
Assistant Auditor-Controller

May 11, 2022

**To: All Special Districts**

**From: Bob Toscano, Assistant Auditor-Controller**

**Subject: 2022-2023 Proposition 4 - Appropriation Limitation**

**Your district needs to calculate and adopt the new tax spending limit for FY 2022-23 in accordance with the provisions of the spending limitation legislation implementing Proposition 4 (the 1979 Gann Spending Limit Initiative). Government Code Section 7910 requires that: “. . . the governing body of each local jurisdiction to establish appropriation limits by resolution for the following fiscal year at a regular or special meeting.”**

**The district’s new limit for the 2022-2023 year will be calculated on the basis of the prior year’s limit increased by a growth factor. The growth factor results from combining the change in Per Capita Personal Income and the change in population for your district (as certified by the State’s Department of Finance) or the change reported for “unincorporated areas” for our County.**

**The change in the “cost of living” factor (Per Capita Personal Income) has been reported to be 7.55% and reported increase in population in the County’s unincorporated areas to be a decrease of -.19%. Therefore, the ratio of change to be applied to last year’s limit is:**

$$1.0755 \quad (X) \quad 0.9981 \quad = \quad 1.0735$$

**Attached is a sample format for the required “NOTICE OF PUBLIC HEARING” and a sample resolution (which includes the calculation formula).**