

AGENDA
REGULAR MEETING
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA
TUESDAY, AUGUST 11, 2015
2:00 P.M.

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

- Provide reliable water supplies
 - Ensure high quality drinking water
 - Promote stewardship to protect community resources, public health and quality of life
 - Provide excellent and responsive customer services through dedicated and valued staff
 - Insure fiscal responsibility and accountability are observed by balancing immediate and long term needs
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1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

2. ADOPTION OF AGENDA

A. Board Action

- 3. PUBLIC FORUM** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director followed by the Board members individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken.

No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

4. APPROVAL OF MINUTES

- A. Regular Board Meeting June 2015
- B. Board Action to approve and file minutes.

5. FINANCIAL REPORTS:

- A. Accounts Payable for August 2015
- B. Expense Summary for June 30, 2015 – Not available due to year end items.
- C. Cash and Investment Reports for June 30, 2015
- D. ALT Zone and CDS Summary for June 30, 2015 – Not available due to year end items.
- E. Board Action to accept and adopt financial reports

6. PRESIDENT'S REPORT

7. BOARD REPORTS

8. GENERAL MANAGER'S REPORT

9. 2015 – 16 CAPITAL BUDGET

- A. **Discussion** – The presentation explaining items to be purchased and tasks to be completed within the FY2015-16 year including recommended funding source.
- B. **Board Action** – Approve and adopt FY2015-16 Capital Budget.

10. GDPUD WATER RIGHTS PRESENTATION

- A. **Discussion** – Discussion of Pre – 1914 Entitlements, Applications and Permits on Districts Water Rights, a brief history will be discussed.
- B. **Receive and File**

11. RESTRUCTURING WORKFORCE

- A. **Discussion** – Restructuring the workforce to better meet the work demands and comply with the required Water Board staffing requirements and also hiring a full time person to operate and monitor the Zone.
- B. **Board Action** – Approve Restructuring of Workforce.

12. PROFESSIONAL SERVICE AGREEMENT WITH SIREN AND ASSOCIATES

- A. **Discussion** – Siren and Associates agreement to assist the District with the regulatory compliance for both the Public Water and Onsite Waste Water Management Zone reporting and other duties not to exceed \$23,445.
- B. **Board Action** – Approve Professional Agreement with Siren and Associates.

13. PROFESSIONAL SERVICE AGREEMENT WITH GEORGE SANDERS

- A. **Discussion** – George Sanders Professional Service Agreement to assist the District with engineering work pertaining to the ALT Treatment Plant, Caby Grant Project and other projects requiring engineering expertise not to exceed \$75,000.
- B. **Board Action** – Approve Professional Service Agreement with George Sanders.

14. ALT TREATMENT UPDATE

- A. **Discussion** – U.S. Department of Fish and Wildlife are reviewing plans of the Treatment Plant.
- B. **Receive and File**

15. FINANCE COMMITTEE APPOINTMENTS

- A. **Discussion** – Three Finance Committee candidates under consideration; Dennis Goodenow, Donna Bruss and Pat Snelling.
- B. **Board Action** - Select two candidates to be members on the Finance Committee.

16. BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF - Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District related meeting attendance.

17. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – Board to consider the appointment, employment, evaluation of performance, discipline or dismissal of a public employee pursuant to Government Code Section 54957 (b)(1).

18. ADJOURN TO OPEN SESSION – Announcement of action taken in closed session

19. NEXT MEETING DATE AND ADJOURNMENT – Next regular meeting September 8, 2015 at 2:00 PM at the Georgetown Divide Public Utility District office.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Wendell Wall by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on July 9, 2015.

CONFORMED AGENDA

REGULAR MEETING

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA

TUESDAY, JUNE 9, 2015
2:00 P.M.

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

- Provide reliable water supplies
 - Ensure high quality drinking water
 - Promote stewardship to protect community resources, public health and quality of life
 - Provide excellent and responsive customer services through dedicated and valued staff
 - Insure fiscal responsibility and accountability are observed by balancing immediate and long term needs
-

1. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE** – *The meeting was called to order at 2:00 PM. Directors present: Krizl, Hoelscher, Capraun, Hanschild, Uso. Staff Present: General manager Wendell Wall, Operations Manager Darrell Creeks, Assistant to GM Diana Michaelson. Legal Counsel: Barbara Brenner of Churchwell-White.*

2. **ADOPTION OF AGENDA**

A. **Board Action** –

Motion by Director Uso to amend and adopt the adopt agenda to hear Item 14 after Item 5, and to correct typo in Item 14 from \$10,000 to \$10,000,000, 2nd by Director Hoelscher.

Public Comment: None.

Vote: Motion carries.

Ayes: Krizl, Hoelscher, Capraun, Hanschild, Uso.

3. **PUBLIC FORUM** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director followed by the Board member's individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken.

No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

Michelle Kringle, irrigation and treated water customer, commented that a 2:00 PM meeting for something this important is not right.

Johanna Friesen commented about how options for repayment of the \$10M loan have been presented by GDPUD directors and staff.

Erik Jacoby requested reimbursement of \$59.87 for use of his personal vehicle. He provided his opinion regarding job performance of GM Wall.

Rosemary Patrick commented on dialog that had occurred between her and Director Uso regarding a Facebook posting.

Jennifer Johnston commented that the minutes of a prior meeting were posted on the GDPUD website, but the audio was not posted. [Note: Said minutes were not posted on the web as approved minutes; they were part of the agenda packet (Item 4, Approval of Minutes) that was posted prior to the meeting.]

4. APPROVAL OF MINUTES

A. Special Meeting of May 28, 2015.

B. Board Action to approve and file minutes.

Motion by Director Uso to ask staff to correct the minutes to include the failed vote on the fixed rate, to reflect that Legal Counsel informed the Board that it was appropriate to take the vote, and to bring the corrected minutes back to the Board for approval at the next regular meeting; 2nd by Director Hanschild.

Public Comment: *There were comments from the public regarding what should be in the corrected portion of the minutes.*

Vote: Motion carries.

Ayes: Krizl, Hoelscher, Capraun, Hanschild, Uso.

5. FINANCIAL REPORTS:

A. Accounts Payable for June 2015

B. Expense Summary for April 2015

C. Cash and Investment Reports for April 2015

D. ALT Zone and CDS Summary

E. Board Action to accept and adopt financial reports

Motion by Director Uso to approve the financial reports; 2nd by Director Hoelscher.

Public Comment: *Jennifer Johnson asked what the mileage charge is to the water board meetings and back. Director Capraun stated that it was about \$46.*

Vote: Motion carries.

Ayes: Krizl, Hoelscher, Capraun, Hanschild, Uso.

6. PRESIDENT'S REPORT

In the interest of time, Director Krizl had nothing pressing to report.

7. BOARD REPORTS

None of the Directors had anything to report.

8. GENERAL MANAGER'S REPORT

GM Wall reported that the District saw a 41% reduction in water production in May 2015 compared to May 2013. GM Wall further reported that Operations Manager Darrel Creeks did a recalculation of our water treatment plant production and submitted that to the State; as a result the District has been upgraded from a mandated 36% reduction to 32% reduction requirement. As far as water conservation and outreach goes, a sign has been placed outside the District office where the water level at Stumpy Meadows Reservoir is posted daily. Reservoir levels are posted weekly in the Mountain Democrat, and the King Fire info has been pulled from the website and water Stumpy water levels will be posted on the web, too. In addition, a postcard is being designed which will be mailed out to customers providing information about where we are, what we are doing, and how that impacts conservation. Director Krizl noted that we need to keep this information in front of the public on a regular basis.

GM Wall stated that K & W Backflow Services will begin the cross-connection hazard survey beginning June 8, 2015 as mandated by the California State Water Resources Control Board (SWRCB). Staff has been directed by SWRCB to first inspect 62 un-metered connections, 152 commercial connections, and 6 landscape connections for a total of 220 connection surveys to be completed by December 1, 2015. Twenty-five percent of residential cross-connection (722) surveys need to be completed by July 1, 2016. The remaining 75% of residential connections are to be completed at a rate of 25% per year for the next three years. The system survey is to be completed by July 1, 2019.

GM Wall then noted that staff will meet with the Finance Committee to pull together a budget and that a special meeting or workshop will be needed in two weeks in order to get the budget done by July 1. Director Uso said that he would like to see the workshop at 6:00 PM. There was some discussion and it was agreed that Wednesday, June 24 would be a good date. Director Capraun said that she will need to participate via teleconference.

Director Capraun requested that updates on the CABY grant be included in the GM report. GM Wall stated that there will be something to report in July.

9. EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO) INSTANT RUNOFF ELECTION OF REGULAR SPECIAL DISTRICT REPRESENTATIVE

A. Discussion – LAFCO informed the District that an instant runoff election for the regular special district representative is necessary.

GM Wall clarified that the Board should indicate the ranking of the various nominees in order of preference.

- B. Possible Board Action** – Review information provided by LAFCO and provide direction to staff.

Motion by Director Uso to vote the slate of candidates as follows: #1 Tim Palmer, #2 Dale Coco, #3 Ken Humphreys, #4 Holly Morrison; 2nd by Director Capraun.

Public Comment: *There were no public comments.*

Vote: *Motion carries.*

Ayes: Krizl, Hoelscher, Capraun, Hanschild, Uso.

10. ESTABLISHMENT OF APPROPRIATIONS LIMIT FOR FY2015-16

- A. Discussion** – In November 1979, the voters of the State of California approved Proposition 4, more commonly known as the Gann Initiative. The proposition places limits on the amount of tax revenue that can be spent by all entities of government.

- B. Possible Board Action** – Adoption of Resolution 2015-06.

Motion by Director Capraun to adopt Resolution 2015-06; 2nd by Director Uso.

Public Comment: *There were no public comments.*

Vote: *Motion carries.*

Ayes: Krizl, Hoelscher, Capraun, Hanschild, Uso.

11. T-MOBILE ANTENNA INSTALLATION AT HOTKISS HILL

- A. Discussion** – T-Mobile has requested to install an antenna on the Verizon tower at Hotchkiss Hill.

- B. Possible Board Action** – Direct staff to enter into an agreement with T-Mobile for installation of an antenna on the Verizon tower at Hotchkiss Hill.

Motion by Director Uso to allow staff to negotiate with T-Mobile to install an antenna on the District's Verizon tower at Hotchkiss Hill for a \$1200 to \$1500 per month lease and to bring a contract back to the Board; 2nd by Director Capraun.

Public Comment: *There were no public comments.*

Vote: *Motion carries.*

Ayes: Krizl, Hoelscher, Capraun, Hanschild, Uso.

12. APPROVAL OF ANNUAL 2014 AUDIT

- A. Discussion** – The accounting firm of Moss, Levy & Hartzheim, LLP, Certified Public Accountants, has completed the Independent Auditor's Report for the District for the fiscal year that ended June 30, 2014.

- B. Possible Board Action** – Approve Annual Audit Report for the fiscal year ending June 30, 2014.

Motion by Director Hanschild to approve the annual audit for FY 2014; 2nd by Director Uso.

Public Comment: *There were no public comments.*

Vote: **Motion carries.**

Ayes: *Krizl, Hoelscher, Capraun, Hanschild, Uso.*

Director Uso commented that staff needs to set up a workshop to address the issues brought up in the auditor's management communication.

13. EXTEND CONTRACT WITH MOSS, LEVY & HARTZHEIM, LLP

A. Discussion – The accounting firm of Moss, Levy & Hartzheim, LLP, Certified Public Accountants, has been conducting the District's annual audit for the past several years. The firm is willing to extend the current contract for an additional year at \$15,000.

B. Possible Board Action – Approval one-year extension to the contract with the accounting firm of Moss, Levy & Hartzheim, LLP, in an amount not to exceed \$15,000.

Motion by Director Capraun to approve a one-year extension to the contract with Moss Levy in the amount not to exceed \$15,000; 2nd by Director Uso.

Public Comment: *There were no public comments.*

Vote: **Motion carries.**

Ayes: *Krizl, Hoelscher, Capraun, Hanschild, Uso.*

14. \$10M LOAN REPAYMENT OPTIONS

A. Discussion – At a Special Board Meeting held on May 28, 2015, the Board approved the loan amount of \$10,000,000 from the State for the construction of the ALT Treatment Plant. Various repayment options will be presented.

Ray Kringle gave a presentation on a proportional option, based on consumption, Plan #1. With this option, the base water rate would stay the same, and customers would see a surcharge on their bill that would be capped at 2¢ per cubic foot on all treated water. Based on water consumption projections, the Board of Directors would set the surcharge rate at the beginning of each fiscal year. This rate could be adjusted at every billing cycle if necessary, but would never exceed 2¢ per cubic foot.

Director Capraun gave a presentation on a repayment option based on the size of the meter connection. With this option, those with larger connections would pay more and those with smaller connections would pay less. If enough money is not collected, the tax revenue can be tapped to make up the difference.

General Manager Wall gave a presentation on a repayment option based on a flat rate charge to all customers. With this option each customer would pay \$15.03 per month

(\$30.06 each bi-monthly billing cycle) for the first 10 years of the loan and \$13.66 per month (\$27.32 each bi-monthly billing cycle) for the last 10 years of the loan.

Director Uso commented on the two separate Prop 218 processes: one for the treatment plant and one for all the other needs of the District. The flat rate repayment options is industry standard for capital improvement projects. The second 218 will be for operation and other costs in the District, and the increase in rates will be based on consumption. All the experts agree that for repayment of the loan a flat rate charge is the way to go.

Director Hoelscher commented that he would like to revisit the bifurcation issue and just do one 218 process for everything. He also raised the question of why the cost of the plant had escalated from \$8.3M to \$12M.

Director Hanschild talked about problems of meters and not being able to catch all the flow for the 2¢ per cubic foot and if the drought continues, customers will be saving more and more water, which could create a problem of guaranteeing a revenue source to repay the loan. The District needs to have a guarantee of repayment. He then asked Legal Counsel if the Board could change this down the road and change the rate. Barbara Brenner responded that whatever the Board adopts along with the result of the 218 will become part of the loan documents.

Director Capraun responded to Director Hoelscher's question saying that \$8.3M is for general construction, there are additional contractors' charges on top of that. The cost of the plant is \$11.8M. She continued, saying that it is too soon for everyone to make a decision. She proposed having an engineering study done in order to set a consumption rate and combine this capital improvement project with other projects for a capital improvement plan as part of an overall budget and just do one 218 process.

General Manager Wall stated that the District has been out of compliance with this plant since 2004 and no one is rushing this process.

B. Possible Board Action – Approve a repayment option.

Motion by Director Capraun proceed with the consumption charge based on usage as presented by Ray Kringle's Plan #1, with a consumption charge up to two cents per cubic foot, 2nd by Director Hoelscher.

Public Comment: *Dennis asked about the reserve amount collected with the loan payments.*

Johanna Friesen noted some potential problems with a flat rate charge and spoke in favor of a volumetric charge for repayment.

Someone from the audience stated that if the flat rate goes through, the Prop 218 will be voted down.

Ray Kringle spoke to the inequity of a flat rate charge and spoke about the amount of water available for drinking vs. the amount of water available for irrigation.

Jennifer Johnson spoke in support of Ray's Plan #1.

Dane Wadle commented that the flat rate is the industry standard, and expressed appreciation for Ray's good work. He noted that there is not a direct tie between a consumption charge and the ALT plant. He believes there is a greater exposure to the District legally because there is not a basis for the consumption rate. He

encouraged the Board to seek a higher purpose than self-interest and to support the fixed charge.

Erik Jacoby provided the phone number of a staff person at the State Water Resources Control Board (SWRCB).

Don Waltz, of Cool, provided a sample resolution taken from the SWRCB website.

Steve noted that two proposals had been given, the pros and cons had been heard and it was time to vote.

Another person from the audience stated that the consumption rate is fair, and everyone bears the cost, but in a more fair way, and that going with a flat rate means that the small customer subsidizes the golf course.

Someone from the audience commented that a flat rate to low income and elderly customers is taking money from other necessities in their budgets.

Johanna spoke regarding Ray's chart saying that the more volumetric is used, the smoother the curve.

Another person spoke in favor of the consumption base.

Ronald Olmfeld asked Legal Counsel if the loan would be in jeopardy if the District did not go with the flat rate. Ms. Brenner responded that either way is legal and that the flat rate for capital improvement is legal and is the industry standard.

GM Wall said that George Sanders, Darrel Creeks, and he had met with SWRCB staff and the folks who make the loan will not make a recommendation. However, they came away with the impression that a flat rate is more acceptable.

Someone else stated that the flat rate will not promote conservation.

Vote: Motion fails.

Ayes: Hoelscher, Capraun.

Noes: Krizl, Hanschild, Uso.

Motion by Director to Uso moved to go with a flat charge per the RCAC report, 2nd by Director Hanschild.

Public Comment:

Ray Kringle stated that with this vote the Board is raising the war drums.

Another member of the public asked how the protest vote works. Director Krizl responded that if this goes through, the Prop 218 process will be started, cards will be mailed out and if 50% plus one protest against the charge, it dies.

Another person asked how the general public is going to learn of what the details are of the 218 proposal.

Someone else asked how much an engineering report would cost.

Director Krizl stated that two reasons have been presented that would throw the consumption based plan into jeopardy: One, while it is legal, it would be harder to defend if it wasn't done correctly. The other, if we lose the \$10 million dollar loan,

then what do we do? We are trying to get something accomplished that is eleven years in the making and we have a path that we think is going to work. The other path has too many red flags.

Someone else proposed that the Board go with Ray's proposal and if it fails, start over again.

A number of people from the audience reiterated their opinions as to why they do not want the flat rate.

Vote: Motion carries.

Ayes: Krizl, Hanschild, Uso.

Noes: Hoelscher, Capraun

15. AUBURN LAKE TRAILS WATER TREATMENT PLANT

- A. Discussion** – Recap and extension of prior month report on progress towards plant replacement.

Engineering Consultant George Sanders reported that getting an environmental document approved at the state as well as at the federal level is what the District is concentrating on at this time.

- B. Possible Board Action -**

16. BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF - Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District related meeting attendance.

Director Hanschild asked that staff look at fines for water theft and bring something back to the Board.

Director Krizl suggested that staff put something in the paper to publicize that taking water from hydrants is illegal.

Director Uso asked that something be brought to the next meeting to formalize the Finance Committee specifying how the Board would appoint the members and form a committee.

17. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL** – Board to consider the appointment, employment, evaluation of performance, discipline or dismissal of a public employee pursuant to Government Code Section 54957 (b)(1).
- B. CONFERENCE WITH LEGAL COUNSEL** – Pursuant to Government Code Section 54957.6 to consider employee negotiations with the Management and Confidential Employees Local No. 1. The representatives for the district are Director Lon Uso and General Manager Wendell B. Wall.

C. CONFERENCE WITH LEGAL COUNSEL – anticipated litigation.

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9: (one potential case).

18. ADJOURN TO OPEN SESSION – Announcement of action taken in closed session

The Board returned to open session at 6:24 PM and Director Krizl announced that the Board had concluded negotiations with Confidential Employees Local #1 and had voted to adopt the MOU.

19. NEXT MEETING DATE AND ADJOURNMENT – Next regular meeting July 14, 2015 at 2:00 PM at the Georgetown Divide Public Utility District office.

Director Krizl noted that a Workshop would probably be held on June 24, 2015, at 6:00 PM.

The meeting adjourned at 6:26 PM.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Wendell Wall by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on June 4, 2015.

Signed _____
Wendell B. Wall, General Manager

Date _____

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT						
STATEMENT OF CASH AND INVESTMENT BALANCES JUNE 30, 2015						
	BEGINNING BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
10 General Fund	1,742,201.27	61,229.33	(240,631.35)		1,562,799.25	
12 Retiree	632,434.96	1,361.79	(12,560.96)		621,235.79	
14 Stewart Mine	36,034.37		(308.71)		35,725.66	
25 Bayne Road & Other Assessment Districts	91,884.44		(28,901.12)		62,983.32	
16 Georgetown-Buckeye Water Improvement District	2.68				2.68	
17 Water Development	355,927.97				355,927.97	
19 Stumpy Meadows Emergency Reserve Fund (SMERF)	2,206,200.10				2,206,200.10	
53 Pilot Hill North	(7,480.80)				(7,480.80)	
54 Pilot Hill South	46,876.36		(308.71)		46,567.65	
51 Kelsey North	121,013.00		(617.41)		120,395.59	
52 Kelsey South	212,586.97		(617.41)		211,969.56	
29 State Revolving Fund	50,935.67	4,593.90	(4,593.90)		50,935.67	
30 Small Hydro Fund	510,992.44	1,318.81	(8,120.07)		504,191.18	
35 Environmental Protection Agency	(24,507.83)				(24,507.83)	
37 Garden Valley Water Improvement District	106,924.78				106,924.78	
39 Capital Facility Charges	1,615,068.66				1,615,068.66	
24 Replacement Reserve (required by USDA)	760,538.91				760,538.91	
40 Auburn Lake Trails (ALT) Zone Fund	710,038.43	16,586.70	(17,634.55)		708,990.58	
41 ALT Tank Replacement Loans & Repair Activity	43,928.20				43,928.20	
42 ALT CDS Reserve Connection Fund	180,421.13				180,421.13	
	9,392,021.71	85,090.53	(314,294.19)	0.00	9,162,818.05	
Totals by Type of Account:		Rate Information:				
El Dorado Savings Bank Checking	132,153.49	0.03%				
El Dorado Savings Bank Savings	1,937,311.93	0.16%				
Wells Fargo State Revolving Fund Debt Accounts	27,435.36			0.00		
Wells Fargo Brokered Time Deposits	200,000.00	2.00%				
Local Agency Investment Fund	6,865,917.27	0.28%				
Grand Total	\$9,162,818.05					

GDPUD
PO BOX 4240
Georgetown, CA 95634
(530) 333 4356
Fax: (530) 333-9442

Memo

To: Board of Directors
From: Sarah Wright, Administrative Aide
Date: August 3, 2015
Re: Early Pay Accounts Payable for August 11, 2015

Please take note that the following checks were printed and mailed prior to July 28, 2015 to take advantage of early payment discounts or to comply with payment/ mailing deadline.

AARP	Gazette	Robinson Ent.
AT&T	Groeniger & Co	Sierra Chemical Co
Blue Shield	Legalshield	Unitedhealthcare
Chase	Medical Eye Serv	US Bank
Churchwell White	MJT Enterprises	USPS
CLS Labs	Morris Electric	Walker Office
De Lage Landen	PG&E	Wells Fargo Bank
Emp Law Counsel	PowerNet Global	
	Premier Access	

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Accounts Payable --AUGUST 2015

Name Description	INV TOTAL	Account	TOTAL TO ACCTS
AT&T- Monthly Serv. July 14 thru Aug 13, 2015	\$ 710.80	5344	\$ 153.91
		5544	\$ 210.54
		5644	\$ 184.12
		6744	\$ 96.60
		30-1226	\$ 65.63
Chase Credit Card	\$ 1,357.16	5146	
postage - Stamps.com Monthly Fee		5640	\$ 1,357.16
Churchwell White - General Counsel, April & May 2015	\$ 11,022.53	5636	\$ 11,022.53
CLS Labs -- Water Testing- ALT Zone/CDS Influent Wastewater Sampling & DBP Monitoring	\$ 575.00	5384	
		5484	\$ 422.00
		6784	\$ 153.00
De lage Landen-Copier & Formax Stuffer Contract , July 2015	\$ 470.31	5646	\$ 470.31
Employment Law Counsel	\$ 4,975.15	5636	\$ 4,975.15
Georgetown Gazette--Public Notice	\$ 317.10	5584	\$ 317.10
Groeniger & Co.--Misc. Parts & Supplies	\$ 209.63	5238	
		5438	\$ 209.63
LegalShield	\$ 170.05	5190	\$ 17.90
		5290	\$ 35.80
		5390	\$ 8.95
		5490	\$ 8.95
		5590	\$ 17.90
		5690	\$ 35.80
		5690-010	\$ 26.85
		6790	\$ 17.90
Medical Eye Services--Vision Prepay--August 2015	\$ 252.97	10-1157	\$ 234.23
		40-1157	\$ 18.74
MJT Enterprises, Inc.--Temporary Labor	\$ 2,106.27	5411	
		5511	\$ 2,106.27
Morris Electric	\$ 205.00	5680	\$ 205.00
PG&E--Utilities	\$ 1,843.43	5344	
		5444	\$ 459.85
		5644	\$ 917.20
		6744	\$ 466.38

PowerNet Global Communications--Long Distance Service	\$ 156.21	5644	\$ 156.21
Premier Access--Dental Prepay August 2015	\$ 2,064.18	10-1157	\$ 1,952.62
		40-1157	\$ 111.56
Robinson Enterprise--Georgetown Gas & Go - Fuel	\$ 2,604.29	5148	\$ 289.72
		5248	\$ 1,099.49
		5348	\$ 129.84
		5448	\$ 816.19
		6748	\$ 269.05
Sierra Chemical Co.--Supplies-Water Treatment	\$ 2,237.46	5338	\$ 2,237.46
US Bank Credit Card	\$ 1,190.67	5146	
postage - Stamps.com Monthly Fee		5640	\$ 15.99
office supplies		5638	\$ 91.35
		5680	\$ 1,083.33
U. S. Postal Service--PO Box Renewal & Permit 6 Fee	\$ 1,000.00	5540	\$ 750.00
		5640	\$ 150.00
		6740	\$ 100.00
Walker's Office Supply--Office Supplies	\$ 322.65	5540	
		5640	\$ 322.65
Total General Fund	\$ 33,790.86		\$ 33,790.86

Fund #10 \$32,492.00

Fund #40/41 \$1,233.23

RETIREE FUND			
AARP Medicare Rx - August 2015	\$ 28.00	12-5668	\$ 28.00
Blue Shield--Retirees Health Insurance- J. St Dennis. E. Leu & J Leu	\$ 1,364.00	12-1157	\$ 1,364.00
Unitedhealthcare Ins - For D Schwagel, Aug 2015	\$ 137.50	Dec-68	\$ 137.50
Total Retiree Fund	\$ 1,529.50	Fund #12	

STATE REVOLVING FUND			
Wells Fargo Bank, NA--Walton SRF Loan Trust Accts.- July 2015	\$ 2,296.95	29-1115	\$ 2,296.95
State Revolving Fund	\$ 2,296.95	Fund #29	

TOTAL ALL FUNDS IN GENERAL ACCOUNT	\$ 37,617.31		\$ 37,617.31
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Approved for Payment:

Treasurer

General Manager

Memo

To: Board of Directors

From: Wendell B. Wall, General Manager

Date: August 11, 2015

Re: General Manager's Report

Board Meeting of August 11, 2015; Agenda Item #8

BACKGROUND / DISCUSSION

Information relating to the Treatment Plants, Water Quality Reports and ALT Disposal Fields, will be presented by Darrell Creeks, Operations Manager

Water Treatment (ALT & Walton)

The Auburn Lake Trails Water Treatment Plant produced 28.417 million gallons of potable water for the month of July. This equates to an average of 916,677 gallons per day. This flow is an increase of 3.821 million gallons from the month of June. The Walton Lake Water Treatment Plant produced 28.013 million gallons of potable water for the month of July. This equates to an average of 903,645 gallons per day. This flow is an increase of 3.339 million gallons from the month of July.

As of July of last year, the District is required to report to the State the amount of total potable water produced through the two plants (ALT and Walton) on a monthly basis and compare that value with the demands of the prior year over the same reporting period. Records on file at the District show a reduction of 24% for the month of July, a reduction of 27% for the month of August, a reduction of 12% for the month of September, a reduction of 15% for the month of October, a reduction of 19% for the month of November, a reduction of 29% for the month of December, a reduction of 13% (reduction of 9% from 2013) for the month of January, an **increase** of 4% (reduction of 5% from 2013) for the month of February, an **increase** of 19% (increase of 2% from 2013) for the month of March, an **increase** of 3% (reduction of 24% from 2013) for the month of April, a reduction of 16% (reduction of 41% from 2013) for the month of May, a reduction of 22% for the month of June (reduction of 39% from 2013) and a reduction of 20% (reduction of 41% from 2013) for the month of July.

A copy of all production reports for the plants at Auburn Lake Trails and Walton Lake are included as an element of this report.

Water Quality

The District conducted the required water quality monitoring at the treatment plants and in the distribution system and submitted the required water quality monitoring reports to the State (CDPH). Under contract with the District, Becky Siren prepared the required reports and reviewed key elements of the same with the General Manager prior to submittal.

The Treatment Plant reports showed compliance with all drinking water standards, with the exception of the Auburn Lake Trails WTP which is currently under a compliance order from CDPH for failure to meet the requirements of the Surface Water Treatment Rule.

The distribution system monitoring results showed all samples absent/negative of any bacteriological contamination and adequate levels of disinfection through the system.

A copy of the report submitted to the State, has not been included in this report due to the technical nature and overall size of the document.

Waste Water; Auburn Lake Trails

Average daily flows in the Community Disposal System were 16,587 gallons per day. This value is far below the limit of 71,800 gallons per day as identified in the Waste Discharge Requirements.

The District is currently up to date in the monitoring of waste water systems in the zone. It is anticipated the District will stay on schedule as a result of dedicating permanent staff to this effort.

Stumpy Meadows Reservoir

The latest measurements collected at Stumpy Meadows Reservoir on August 3, 2015 showed a reservoir elevation of 4221 feet 11 inches, representing a storage of 8,980 acre feet, or 45% of capacity. This represents a decrease in storage of approximately 1750 acre feet over the prior month.

Current releases from Stumpy on this date are 15 CFS. Flow into stumpy on this date was recorded at 2.5 CFS.

Theft of Water and Tampering of District Facilities

The District has seen an overall increase in the loss of water due to theft. This is likely stimulated by the continued drought and the lack of available water in the area. Often times water theft results in significant damage to district facilities due to improper use of hydrants, valves and meter tampering.

A review of the District files would suggest that there is a need to set a Policy, through Board Resolution, that would set fines and other consequences for those individuals that steal water and cause damage to District facilities.

Contained within this packet is a "Draft" Theft of Service and Tampering Policy. Prior to moving forward with the Policy, the Draft version will be submitted to Counsel for review. Formal action on this Policy would require Board action in the form of a Resolution relating to the same. It is anticipated Staff will bring the proposed Policy and Resolution forward for Board consideration at the September meeting.

Finance Committee Meeting

Staff met with the Finance Committee at their regular meeting held on August 3, 2015. An element of that meeting included a review of the proposed capitalization policy. In a discussion on that item, a proposal was presented by the Finance Committee to capitalize all fixed assets and equipment with a value in excess of \$3,000 and a calculated useful life of 3-40 years. Prior to adoption of this proposed policy, District Staff will review all elements of the proposed policy and report back to the Finance Committee and the District Board at their next regular meeting.

Drought Funding

This relates to the CABY Grant.

Staff attended a "*CABY Grant Kick-Off Meeting*" on July 21st. The meeting was held in PCWA Facilities located in Auburn. The Grant has now been executed and the District will be working directly with the Nevada Irrigation District (NID) on the administrative components of this process. Our grant is one of several awarded by DWR and administered through NID. It is anticipated that the District will submit an invoice by September 30, 2015. That invoice will reflect the District expenses, as identified under Stage 1 (Direct Administration) costs. The invoice will include the administrative expense of management, consultants and Board members that have been involved in the project preparation of the grant.

Irrigation Water Delivery

The delivery of Irrigation (Untreated) Water began on June 1st. Prior Board action, meeting of May 12, 2015, set a floor of 9,000 Acre Feet, of water storage in Stumpy, as the controlling factor, or trigger, to end the irrigation season. That value was reached on Sunday, August 2nd which concluded the delivery of irrigation water for this calendar year. The District will see a continued decline in the water storage in Stumpy (8980 AF on Aug 3rd) as we meet the potable water demands of this summer and fall.

Website Update

Staff continues to work with CCS in the development of the website. The next step will be the migration of data from the current site to the new site plus the addition of new materials. Materials developed on the new site are currently not available to the Public.

Proposition 218

The District is in need of a secure funding source to pay for a series of improvements at the Auburn Lake Trails Water Treatment Plant. The estimated cost of the subject improvements is in excess of \$11 Million. Recommended funding for this Project would consist of District reserves, an anticipated \$1 Million Grant and a \$10 Million low-interest loan from the SWRCB. Anticipated revenues, collected under a Regulatory Compliance Charge, would be dedicated to the repayment of the \$10 Million low-interest Loan.

To collect the Regulatory Compliance Charge from treated water customers, it will be necessary that the District successfully complete a rate increase through the Proposition 218 process.

A Public Hearing has been set for September 14, 2015 regarding the proposed supplemental charge on treated water accounts. Notices relating to the hearing were mailed to treated water customers on July 17, 2015. The process requires that notices be sent out to the treated water customers a minimum of 45 days prior to the subject hearing. The hearing will take place at the Georgetown School, 6530 Wentworth Springs Road, at 6:00 PM.

The Supplemental Charge will consist of \$15.08 per month, to be added to each treated water account, for the first 10 years. Beginning in year eleven, when the debt reserve fund has been fully established, the supplemental charge will be reduced to \$13.71 per month.

Financials for Fiscal Year 2014-15

Complete financial information for FY 2014-15 is currently not available and has therefore been excluded from this agenda. Staff is currently in the process of compiling year end information and will have a full summary of the financials at the regular meeting in September.

SMUD Payment

Staff received confirmation from the County of El Dorado that the request for payment has been received. A summary of the payments are as follows: FY 14-15 Payment of \$108,615 anticipate receipt in August. FY 15-16 Payment of \$107,825 anticipate receipt in October.

Copy of e-mail correspondence from County (Laura Schwartz) included in this packet.

Security – District Facilities

Staff is in receipt of proposals to install a security system at both the District Main Office and the Walton Lake Water Treatment Plant. Total cost for the systems at both facilities \$4899.00. Funding for this expenditure will be from the General Fund. A copy of the Proposal is included within this packet.

2014 – 2015 AUDIT UPDATE:

The audit of 2014 – 2015 financials will begin the first week of September. An update will be available for the September regularly scheduled Board Meeting.

RECOMMENDATION:

Receive and file this report.

Water Treatment
(Alt & Walton)

Georgetown Divide Public Utility District
Water Quality Division
July-15
Auburn Lake Trails Water Treatment Plant

Water Quality for the month:

	<u>Highest</u>	<u>Lowest</u>	<u>Average</u>
Combined Turbidity	0.140	0.030	0.035
Individual filter	0.050	0.030	0.030
Treated pH	8.70	7.50	8.37
Alkalinity	14.00	8.00	11.00
Hardness	7.00	7.00	7.00
Chlorine residual	1.61	1.12	1.36

Chemical Use for the month:

Chemical Dosage = Mg/l - ppm

Chlorine Gallons (12.5%)	628.90	2.82
Soda Ash Pounds	725.50	3.06
Polymer Gallons	88.50	4.05

Water Production for the month (gallons):

Highest Day	1,101,000
Lowest Day	761,000
Average Daily Production	916,677
Total Monthly Production	28,417,000

Processed Water Used:

(gallons)

Raw Water:

(gallons)

Backwash	756,000	SCM	120,000
Filter to Waste	78,000	Sink	16,200
Surface wash	33,507	Total raw water used	136,200
Total used for Backwash	867,507	% Total intake	0.5%
% used for Backwash	3.1%	Total water intake	29,476,642
1720e's, CL17, Fin. pH	43,380	Total used in production	1,059,642
Sampling Sink	12,555	% Total used in production	3.6%
Total Fin. water used	923,442		
% Finished water used	3.2%		

Total Production Days

30

<u>Raw Water</u>	High	Low	Average
pH	7.40	6.80	7.09
Turbidity	2.64	0.35	1.64
Temp F	75.0	70.2	72.7

<u>Chemical Inventory</u>	<u>Delivery Date</u>	<u>Amount Delivered</u>	<u>Remaining Inventory (# of Units)</u>	<u>Pump Tank Level</u>
Chlorine	7/13	12 drums	8drums	260gal.
Soda Ash	n/a	n/a	38 bags	312gal.
Polymer	n/a	n/a	.5 drum	31 Gal.

Maintenance and Duties Accomplished:

Backwash, FTW	Clean water traps	Clean Y strainers	DPD tests
Mon. chem. Pmps, SCM	Pump station checks	Change charts	Calc. PPM's
Generator test	Alka & Hard. Tests	Cal. PH probes	Change CL17 reagents
Fill chemicals	Record Temps	Cal.1720e's	Cal. 2100n Turbitimeter
Test Alarms	Calc. Inst. flows	Lube pumps & motors	Facility Maint.

Major events (leaks, complaints, equipment failure, power outages, etc.)

Rebuilt soda ash pump 7/6/15. On 7/14/15 replaced ball valve on chlorine injector and added air to surge tank. Changed out saline in the eyewash tank 7/17/15.

Georgetown Divide Public Utility District
Water Quality Division
July-15

Walton Lake Water Treatment Plant

Water Quality for the month:

Finished Water

	<u>Highest</u>	<u>Lowest</u>	<u>Average</u>
Combined Turbidity (NTU)	0.290	0.030	0.047
Individual filter (NTU)	0.290	0.020	0.035
Treated pH	7.90	7.90	7.90
Alkalinity (mg/l CaCO ₃)	10.00	6.00	8.00
Hardness (mg/l CaCO ₃)	4.70	4.70	4.70
Chlorine residual (mg/l)	1.20	1.16	1.19

Raw Water

Turbidity (NTU)	10.30	1.37	2.50
Temperature °F	64.7	56.3	60.9
pH	7.30	6.90	7.15

Chemical Use for the month:

Chemical Dosage = mg/l - ppm

Chlorine Gallons (12.5%)	559.00	2.54
Soda Ash Pounds	502.82	2.15
Polymer Gallons	50.50	2.34

Water Production for the month (gallons):

Highest Day	19-Jul	1,080,000
Lowest Day	11-Jul	729,000
Average Daily Production		903,645
Total Monthly Production		28,013,000

Processed Water Used:

(gallons)

Raw Water:

(gallons)

Backwash	812,000	SCM	173,910
Filter to Waste	102,000	Sink	16,740
Surface wash	66,949	Total raw water used	190,650
Total used for Backwash	980,949	% Total intake	0.7%
% used for Backwash	3.5%		
1720e's, CL17, Fin. pH	44,826	Total water intake	29,258,674
Sampling Sink	29,249	Total used in production	1,245,674
Total Fin. water used	1,055,024	% Total used in production	4.3%
% Finished water used	3.8%		

Total Production hours

579.7

Total KW hours

11,800

Ave. hours per Day

18.7

Ave. KW hours per day

381

Ave. Gals. per hour

48,323

Ave. Gals per KWhr

2,374

Total Production Days

31

KW hours per Prod. hr.

20.4

<u>Chemical Inventory</u>	<u>Delivery Date</u>	<u>Amount Delivered</u>	<u>Remaining Inventory (# of Units)</u>	<u>Pump Tank Level</u>
Chlorine	13-Jul	12-53 gal. drums	7.25-53 gal. drums	260 gals.
Soda Ash	N/A	0	16-50# bags	467 Lbs.
Polymer	N/A	0	2.5-53 gal. drums	24 gals.

Maintenance and Duties Accomplished:

Backwash, FTW	Clean water traps	Clean Y strainers	DPD tests
Mon. chem. Pmps, SCM	Pump station checks	Change charts	Calc. PPM's
Generator test	Alka & Hard. Tests	Cal. PH probes	Change CL17 reagents
Fill chemicals	Record Temps	Cal.1720e's	Cal. 2100n Turbitimeter
Test Alarms	Calc. Inst. flows	Lube pumps & motors	Facility Maint.

Weather:

High Temp. °F 107	Low Temp. °F 53	Average Temp.°F 77
Total Rain fall Inches 0.06	Highest Day 2-Jul	One Day Rainfall Inches 0.04

Major Events: Leaks, Complants, Equipment Failures, Power Outages and Etc...

Waste Water
Auburn Lake Trails

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

P.O. Box 4240 6425 Main Street

Georgetown, CA 95634

Phone Number (530) 333-4356 Fax Number (530) 333-9442

MEMORANDUM

To: Wendell Wall, General Manager
From: Jeff Pulfer

August 1, 2015

Re: Water Quality Division –July Monthly Report

The following is a summary of all the inspections, zone monitoring, maintenance, repairs and other activities in the Zone for the month of July 2015:

Wastewater Disposal:

As of, July 31, 2015 there are 1,005 developed lots with septic systems but only 1001 homes in ALT. The following activities have occurred in the Auburn Lake Trails Wastewater Disposal Zone during the month of July:

ALT Zone Activities:

Wastewater Disposal Systems Finalled: 0

- Routine Inspections: 25
- Follow-up Inspections: 1
- Routine POA Inspections: 0
- Escrow Inspections: 10
- Homeowner Requests for Service: 1
- Construction Inspections: 13
- Plan review/Inspections: 6
- Re-testing of Lots: 0
- New Wastewater Disposal System Designs: 0
- Enforcement/correction notices sent: 13 and 45 door-hangers left at the owner's home.

ALT Zone Activities and Homeowner Requests for Service:

- N/A
- New Pump Tank's =2 (lots 1276,818 Escrows)
- CDS tank replacement: 1(lot 226 Escrow)

ALT CDS Activities:

- Number of CDS connections: 135
- Routine CDS Inspections: 33
- Follow-up CDS Inspections: 5 at lot 226
- CDS tanks replaced to date: 76
- Lots Video Camera Inspected: 0

- CDS tanks watertight tested or found leaking this month: 0
- New CDS tank: 0
- Routine Community Disposal Field Inspections: 4
- CDS Pump Station Inspections: 4

Monitoring Activities:

Groundwater Monitoring Wells:

The second round of sampling was conducted on May 12, 2015 by GDPUD staff. The second Quarter Groundwater Report will be submitted to the State prior to the August 1, 2015 regulatory deadline. The next sampling event is scheduled for August 2015.

Training:

- N/A

ALT Regulatory Zone Reports:

- The monthly SSO No Spill Certification was submitted electronically to DWR on August 3, 2015

CDS Average Daily Flow & Average daily wastewater flow/home

July 2014= 17,795 (132.7gpd/home) (.02"rain) Calculation from 7/1/14-8/5/14
 August 2014= 18,364 (137.0gpd/home) (.1"rain) Calculation from 8/4/14-9/2/14
 September 2014= 18,308 (136.6gpd/home) (.99"rain) Calculation from 9/2/14-10/1/14
 October 2014= 16,544 (123.46gpd/home) (3.94"rain) Calculation from 10/1/14-10/31/14
 November 2014=21,772(162.48gpd/home) (3.96rain) Calculation from 10/30/14-12/1/14
 December2014=46,597(347.74gpd/home) (13.94rain) Calculation from 12/1/14-12/31/14
 January2015=25,256(188.48gpd/home) (0rain) Calculation from 12/31/14-2/2/15
 February 2015=27,153(202.63gpd/home) (4.5in.rain) Calculation from 2/2/15-3/2/15
 March2015=27,756(207.13gpd/home) (.74 in.rain) Calculation from 3/1/2015-4/1/2015
 April2015=19,592(146.21gpd/home)(2.95in. rain) Calculation from 4/1/2015-5/1/2015
 May2015=20,108(148.95gpd/home)(.69 in. rain) Calculation from 5/1/2015-6/1/2015
 June2015=16,421(121.64gpd/home)(.64 in. rain) Calculation from 6/1/2015-7/1/2015
 July 2015=16,587(122.87gpd/home)(.04 in. rain) Calculation from 7/1/2015-8/1/2015
 WDR limit is 71,800 gallons/day.

Theft of Water
Tampering of District Facilities
Draft Policy

The Georgetown Divide Public Utility District is authorized under California statutes to establish and enforce its Board of Directors' Policies and certain laws and restrictions referenced herein.

Civil Code Sections 1882-1882.6 permits the District to file a civil action for damages due to the unauthorized taking of District water, illegal or unauthorized connections to any District owned facilities providing services, and tampering with District property. The statutes also permit the recovery of three times the amount of actual damage, plus the costs of suit and reasonable attorneys' fees. Numerous Penal Code statutes criminalize similar misconduct.

Any violation of this Policy shall be cause for the Board of Directors, or their designee, to apply such penalties as may be provided by law, file a criminal complaint, or take any other action as deemed appropriate, including the discontinuance of domestic and/or irrigation water services.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THEFT OF SERVICE AND TAMPERING POLICY

- 1) *Tampering with Georgetown Divide Public Utility District equipment or theft of service is considered grounds for discontinuance of utility service. Theft of service shall include, but not be limited to:***
- a) Opening valves at the curb or meters that have been turned off by District personnel.
 - b) Breaking, picking or damaging cut-off locks.
 - c) Bypassing meter in any way.
 - d) Taking unmetered water from hydrants by anyone other than authorized officials of a recognized fire department, fire insurance company or District employee for any purpose other than fire fighting, testing or flushing of hydrants.
 - e) Use of sprinkler system water service for any purpose other than fire protection.
 - f) Removing, disabling or adjusting meter registers.
 - g) Connecting to or intentionally damaging water lines, valves or other appurtenances.
 - h) Moving the meter or extending service without permission of the District.
 - i) Any intentional act of defacement, destruction or vandalism to District property or an act that affects District property.

- j) Unauthorized use of a pump or device for removal of water from the ditch system.
 - k) Any intentional blockage or obstruction of District property.
- 2) A "Notice of Violation" may be mailed or delivered to the customer, at the discretion of the District's General Manager, for the following:**
- a) Evidence suggests the possibility of theft of service, including irrigation water, at the customer's property.
 - b) If the violation does not constitute an immediate threat of safety or equipment integrity to the system. The customer will be ordered to immediately cease any unlawful practice.
- 3) No "Notice of Violation" will be mailed or delivered to the customer if service is subject to an immediate cut-off for the following:**
- a) In the opinion of the District's General Manager, theft of service is determined evident on the customer's property.
 - b) In the opinion of the District's General Manager, a situation exists that may endanger public health.
- 4) In addition to the above, the customer will be subject to a \$150.00 violation fine as well as charges for service call labor and replacement parts as detailed by the District.**
- 5) For a second violation of stealing water, the customer will be subject to a \$250.00 violation fine as well as charges for service call labor and replacement parts as detailed by the District.**
- 6) For a third violation of stealing water, the customer will be subject to a \$350.00 violation fine as well as charges for service call labor and replacement parts as detailed by the District.**
- 7) Violators are subject to disconnection from the water system until a hearing with the Board of Directors is conducted. At that time, if the customer is approved to be reconnected; customer is subject to all reconnection fees required to restore service.**
- 8) If a Contractor is not authorized to take water from a fire hydrant and is caught, the vehicle license plate number is recorded and a photo is taken (if possible) and submitted to the District. The District will report this information to El Dorado Sheriff Department for investigation.**

Proposition 218

GEORGETOWN DIVIDE

PUBLIC UTILITY DISTRICT

P.O. BOX 4240 PHONE (530) 333-4356
GEORGETOWN, CALIFORNIA 95634 FAX (530) 333-9442

**NOTICE TO PROPERTY OWNERS FOR A PUBLIC HEARING
ON A PROPOSED SUPPLEMENTAL CHARGE
ON TREATED WATER ACCOUNTS**

**To Georgetown Divide Public Utility District Customers
and Owners of Affected Property:**

On Monday, September 14, 2015 at 6:00 PM, at the Georgetown School, 6530 Wentworth Springs Road, Georgetown, California, the Georgetown Divide Public Utility District Board of Directors will hold a public hearing to consider implementing the supplemental Regulatory Compliance Charge.

The State Water Resources Control Board (SWRCB) regulates public water systems. Although the quality of the water provided by the Georgetown Divide Public Utility District (District) currently exceeds every state and federal standard, the Department of Public Health is requiring the District to improve existing facilities and address compliance issues concerning the District's water treatment system and the Auburn Lake Trails Water Treatment Plant, at a cost of more than \$11 million. The District is making every effort to reduce the financial impact of this project to its customers. The District intends to use a portion of its reserves, plus an anticipated \$1 million grant, and a \$10 million low-interest SWRCB loan to finance the system improvements.

The SWRCB loan is the least expensive financing available to the District. As a condition of the loan, the SWRCB will require the District to have sufficient revenue to pay for operations and the debt service on the loan. The proposed Regulatory Compliance Charge ("Charge") will establish a funding source to repay the loan and fund required debt service reserves. The SWRCB will not authorize the loan if the revenue provided by the Charge is not approved by the District. If the Charge is not approved, the SWRCB is authorized to impose enforcement actions on the District's treated water customers in the form of fines and penalties.

A supplemental charge of \$15.08 per month is proposed to be added to each treated water account for the first ten years of the loan. During this period, the District is required to set aside an amount equal to one year of principal and interest payments in a debt reserve fund. Beginning in year eleven, when the debt reserve fund has been fully established, the supplemental charge will be reduced to \$13.71 per month. The supplemental charge will be allocated equally among all treated water accounts in order to assist the District in financing the cost of the new ALT treatment plant while still maintaining its current level of service to the treated water customers of the District. Should the revenue from the proposed Regulatory Compliance Supplemental Charge exceed the

amount of the annual debt service, then after the annual debt service reserve has been met the supplemental charge will be reduced in the subsequent year.

A Regulatory Compliance Supplemental Charge Report has been prepared for the project explaining the methodology used in assessing the supplemental charge. A copy may be found at www.gd-pud.org under *Publications / Studies and Reports / "2015-05 Auburn Lake Trails Treatment Plant Project: Cost Per Connection Analysis"* (or <http://gd-pud.org/assets/uploads/studiesReports/GDPUD%20-%20Proposed%20Supplemental%20Charge%20Report.pdf>).

Copies are also available to the public at the District office. Please contact the office at 6425 Main Street, Georgetown, or (530) 333-4356, or visit the web site for more information.

No change is being proposed to existing water rates, although the supplemental charge will result in higher user fees overall, as shown below. The following table shows Minimum Water Rates, which include 1,000 cubic feet of water per month (billed bi-monthly) and the proposed Regulatory Compliance Supplemental Charge:

Minimum Water Rate:		
	Existing	Proposed
Residential Customers	\$23.57 per month	\$23.57 per month (no change)
Commercial Customers	\$25.16 per month	\$25.16 per month (no change)
Proposed Regulatory Compliance Supplemental Charge:		
	Existing	Proposed
Residential Customers	\$0.00 per month	\$15.08 (maximum) per month
Commercial Customers	\$0.00 per month	\$15.08 (maximum) per month

You May Protest The Proposed Regulatory Compliance Supplemental Charge.

Under Proposition 218 and Government Code Section 53755, record owners or tenants of property may submit a written protest of the proposed Regulatory Compliance Supplemental Charge. Only one protest per parcel shall be counted. Protests by owners or tenants of a majority of the affected properties will prevent the proposed supplemental charge from going into effect.

Protests must be made in writing and received by the District on or before the hearing date indicated above. Each protest letter must be legible and contain the following:

- District customer number and property address or Assessor’s Parcel Number;
- Any protest signed by a party who is not shown as the record owner of the parcel on the last equalized assessment roll of El Dorado County must be accompanied by proof of ownership or tenancy;
- Protests must be submitted prior to the hearing by mail or personal delivery to the GDPUD District Clerk of the Board, c/o Churchwell White, LLP, 1414 K St., Sacramento, CA 95814, or may be delivered to the Clerk of the Board during the hearing.

SMUD Payment
Misc. Correspondence
El Dorado Co.

Wendell Wall

From: Laura Schwartz [laura.schwartz@edcgov.us]
Sent: Wednesday, July 29, 2015 10:56 AM
To: Wendell Wall
Subject: Re: El Dorado Intra-County SMUD payment

No problem. The item is on for 8/11. The second payment of \$107,825 will probably get to you prior to October. I will be submitting a claim to the Auditor's office today for that one. With year end they are a bit behind in processing FY 15-16 payments, but you should receive it probably in late August.

Laura Schwartz
Chief Budget Officer
County of El Dorado
530-621-6541
laura.schwartz@edcgov.us

On Mon, Jul 27, 2015 at 4:39 PM, Wendell Wall <wwall@gd-pud.org> wrote:

Mrs. Schwartz

In my review of the options, I request that you take a budget transfer to your Board on 8/11 and attempt to get a check cut quickly. It is my understanding that the first payment would be in the amount of \$108,615 with a second payment to follow in October in the amount of \$107,825.

Your assistance in this matter is greatly appreciated!

Best of Regards,

Wendell B. Wall

(530) 333 - 4356

General Manager

Georgetown Divide Public Utility District

From: Laura Schwartz [mailto:laura.schwartz@edcgov.us]
Sent: Monday, July 27, 2015 2:09 PM

Wendell Wall

From: Laura Schwartz [laura.schwartz@edcgov.us]
Sent: Monday, July 27, 2015 2:09 PM
To: wwall@gd-pud.org
Subject: El Dorado Intra-County SMUD payment

Good afternoon Wendell,

Craig forwarded your e-mail to me as I am working on getting you guys your money. I am running into a little snag simply due to year end. Because we weren't sure when the FERC licensing was going to happen, we did not include appropriations in FY 14-15 to pay Georgetown. At this point I can either take a budget transfer to the Board on 8/11 and try to get a check cut quickly, or I can include the 14-15 payment in our Addenda process and send you a check for both FY 14-15 and FY 15-16 in October.

The good news is that due to the inflation factor, you are getting more than \$90,000. The FY 14-15 payment is \$108,615 and the FY 15-16 payment is \$107,825.

Please let me know if you can wait until October for both payments or if you want me to try and get the budget transfer to the Board for the 8/11 meeting.

Chief Budget Officer
County of El Dorado
530-621-6541
laura.schwartz@edcgov.us

Security

District Facilities

Security

Staff will be moving forward with the installation of security at the General Office, Garage & Walton Water Treatment Plant.

Office and Garage- Staff received a proposal for the installation of 5 cameras, alarm system and monitoring, 8 channel DVR, security key pad entry and accessories for \$3,127 and monthly monitoring and maintenance of \$138.00 a month. In 3 years the District will own the equipment.

Walton Treatment Plant – 4 cameras, alarm system and monitoring, 4 channel DVR and security key pad entry and accessories for a total of \$1,772.00 and monthly monitoring and maintenance \$90.65

Total cost for Office and Walton Locations is \$4,899 which be taken from the General Fund #10

Wendell Wall

From: ADT Security Services [ADT@business.adt.com]
Sent: Wednesday, August 5, 2015 11:19 AM
To: wwall@gd-pud.org
Subject: Your ADT Security Proposal Confirmation

Your quote proposal is here.



ADT Always There ®

Contact Your Security Specialist
📞 **Call: 916-672-7551**

SAFETY AND SECURITY IS A STEP CLOSER

Dear Wendell Wall,

Thank you for choosing ADT® Security Services. Below is your quote proposal. If you have any additional questions, please do not hesitate to reach out to me. Otherwise, I look forward to setting up your installation.

Sincerely,
Rhonda Fellman
rfellman@adt.com
916-672-7551
ADT Security Services

Request for:

Additional Contact:

Georgetown Divide Public Utili

Your Local ADT Manager:

Ryan Odell
rodell@adt.com
+1 5599997926

Service Address:
8180 Balberston Rd
Gerorgetown, CA 95634

Proposal ID:
100451654

Proposal Expires: 9/4/2015

Pulse	Qty	Install	Monthly
[8000 BUSI] - Premise Control: Hardwired Package:	1	\$399.00	\$51.99
[472540B] - SafeWatch Pro 3000:	1	\$0.00	\$0.00

Hardwired Kit [46095] - Battery	1	\$0.00	\$0.00
[1085W-N] - Contact: Door/Window	2	\$0.00	\$0.00
[ISC-BDL2-WP12G] - Motion Detector - Blue line G2 TriTech 10.525	1	\$0.00	\$0.00
[PGZNG1-1ADNAS] - ADT Pulse Gateway	1	\$0.00	\$0.00
[HSPIM] - Security Panel Interface Module Kit	1	\$0.00	\$0.00
[6150ADT] - SafeWatch Pro Standard Touchpad	1	\$0.00	\$0.00

Accessories:

[1085T-G] - Contact: Door/Window	4	\$300.00	\$0.00
[ISC-BDL2-WP12G] - Motion Detector - Blue line G2 TriTech 10.525	1	\$125.00	\$0.00

Solution Subtotal: \$674.00 \$51.99

Additional Fees:

Fees Subtotal: \$0.00 \$0.00

Promotional Discounts:

Summer Sale Premise Control	1	\$-150.00	\$0.00
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Discounts Subtotal: \$-150.00 \$0.00

Permits:

Video	Qty	Install	Monthly
[A-ADT4HS2-500] - 4 Channel DVR package	1	\$350.00	\$18.25
[TC-TR6] - Power Strip: 6-Outlet	1	\$0.00	\$0.00

Accessories:

[TP2440] - Power Supply: 1-ch, 24VAC	2	\$70.00	\$2.00
[TC-TR6] - Power Strip: 6-Outlet	1	\$39.00	\$1.00
[FS105NA] - Netgear 5 Port Switch	1	\$49.00	\$1.00
[LV72WI] - Vandal Dome Camera: 2.8 - 12mm	2	\$590.00	\$27.50

Solution Subtotal:		\$1,098.00	\$49.75
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Additional Fees:

Fees Subtotal:		\$0.00	\$0.00
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Promotional Discounts:

DOA Discount	1	\$0.00	\$-11.09
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Discounts Subtotal:		\$0.00	\$-11.09
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Permits:

Reinstatement Charges

Past Due Amount		\$0.00	
-----------------	--	--------	--

Pre payAmount		\$0.00	
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Taxes:

Install Taxes		\$0.00	
---------------	--	--------	--

Monthly Service Charges			\$0.00
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TOTAL INSTALLATION PRICE*:	\$1,772.00	
TOTAL MONTHLY SERVICE CHARGE:	\$90.65	
TOTAL SAVINGS:	\$-150.00	\$-11.09
Minimum Deposit Due:	\$177.20	
Balance Due at Installation:	\$1,594.80	

Again, if you have additional questions, please do not hesitate to reach out to me. Otherwise, our next step will be setting up your installation. Please review your proposal and call to have your installation scheduled.

Sincerely,
 Rhonda Fellman, ADT Security Service
 rfellman@adt.com
 916-672-7551



ADT Security Services. Providing rapid response and peace of mind, 24 hours a day.®

*36 month monitoring contract required. Total Installation charge based on equipment system configuration contained in this Quote Proposal. This is a quote only and is not a binding contract between you and ADT. You will be required to sign a small business contract prior to installation. Refer to ADT.com/legal for Small Business Terms and Conditions and Contract Information.

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Wendell Wall

From: ADT Security Services [ADT@business.adt.com]
Sent: Wednesday, August 5, 2015 3:12 PM
To: wwall@gd-pud.org
Subject: Your ADT Security Proposal Confirmation

Your quote proposal is here.



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Contact Your Security Specialist
📞 **Call: 916-672-7551**

SAFETY AND SECURITY IS A STEP CLOSER

Dear Wendell Wall,

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Sincerely,
Rhonda Fellman
rfellman@adt.com
916-672-7551
ADT Security Services

Request for:

Additional Contact:

Georgetown Divide Public Utili

Service Address:

6425 Main St
Georgetown, CA 95634

Your Local ADT Manager:

Ryan Odell
rodell@adt.com
+1 5599997926

Proposal ID:

100451532

Proposal Expires: 9/4/2015

Pulse	Qty	Install	Monthly
[8000 BUSI] - Premise Control: Hardwired Package:	1	\$399.00	\$51.99
[472540B] - SafeWatch Pro 3000:	1	\$0.00	\$0.00

Hardwired Kit [46095] - Battery	1	\$0.00	\$0.00
[1085W-N] - Contact: Door/Window	2	\$0.00	\$0.00
[ISC-BDL2-WP12G] - Motion Detector - Blue line G2 TriTech 10.525	1	\$0.00	\$0.00
[PGZNG1-1ADNAS] - ADT Pulse Gateway	1	\$0.00	\$0.00
[HSPIM] - Security Panel Interface Module Kit	1	\$0.00	\$0.00
[6150ADT] - SafeWatch Pro Standard Touchpad	1	\$0.00	\$0.00

Accessories:

[6150ADT] - SafeWatch Pro Standard Touchpad	1	\$125.00	\$0.00
[1085T-G] - Contact: Door/Window	4	\$300.00	\$0.00
[ISC-BDL2-WP12G] - Motion Detector - Blue line G2 TriTech 10.525	2	\$250.00	\$0.00
[875936B] - Indoor Siren	1	\$100.00	\$0.00

Solution Subtotal: \$1,024.00 \$51.99

Additional Fees:

Fees Subtotal: \$0.00 \$0.00

Promotional Discounts:

Summer Sale Premise Control 1 **-\$150.00 \$0.00**

Discounts Subtotal: -\$150.00 \$0.00

Permits:

Video	Qty	Install	Monthly
[A-ADT8H-500] - 8 Channel DVR Package Package:	1	\$650.00	\$33.08

[TC-TR6] - Power Strip: 6-Outlet	1	\$0.00	\$0.00
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Accessories:

[TP2440] - Power Supply: 1-ch, 24VAC	5	\$175.00	\$5.00
[TC-TR6] - Power Strip: 6-Outlet	1	\$39.00	\$1.00
[FS105NA] - Netgear 5 Port Switch	2	\$98.00	\$2.00
[LD72W] - Interior Color Dome Camera: 2.8 - 12mm, White	1	\$195.00	\$9.25
[LV72WI] - Vandal Dome Camera: 2.8 - 12mm	4	\$1,180.00	\$55.00

Solution Subtotal:		\$2,337.00	\$105.33
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Additional Fees:

Fees Subtotal:		\$0.00	\$0.00
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Promotional Discounts:

DOA Discount	1	\$-233.70	\$-18.98
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Discounts Subtotal:		\$-233.70	\$-18.98
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Permits:

Reinstatement Charges

Past Due Amount		\$0.00	
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Pre payAmount		\$0.00	
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Taxes:

Install Taxes \$0.00

Monthly Service Charges \$0.00

TOTAL INSTALLATION PRICE*:	\$3,127.30	
TOTAL MONTHLY SERVICE CHARGE:		\$138.34
TOTAL SAVINGS:	\$-383.70	\$-18.98
Minimum Deposit Due:	\$312.73	
Balance Due at Installation:	\$2,814.57	

Again, if you have additional questions, please do not hesitate to reach out to me. Otherwise, our next step will be setting up your installation. Please review your proposal and call to have your installation scheduled.

Sincerely,
Rhonda Fellman, ADT Security Service
rfellman@adt.com
916-672-7551



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*36 month monitoring contract required. Total Installation charge based on equipment system configuration contained in this Quote Proposal. This is a quote only and is not a binding contract between you and ADT. You will be required to sign a small business contract prior to installation. Refer to ADT.com/legal for Small Business Terms and Conditions and Contract Information.

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Memo

To: Board of Directors
From: Victoria Knoll, Office Manager
Date: August 11, 2015
Re: Proposed 2015-2016 Capital Budget; Agenda Item #9

BACKGROUND/DISCUSSION

The Board adopted the Operating Expense Budget for 2015-2016 in the amount of \$3,397,300. The Capital Budget was presented to the Board on June 14, 2015 and the Board requested that a separate budget be presented at the following meeting. **Exhibit A & Exhibit A-2** is an itemized list of 2015-2016 proposed capital improvements and purchases. The total proposed capital expenditure is \$419,280.

Exhibit B is a cost/benefit analysis to purchase a 4500 Utility Truck and Vacuum Trailer. Exhibit B also includes the cost/benefit analysis for cleaning the Walton 1 and Walton 2 water tanks as well as the purchase of 10 2-inch pressure reducing valves and ten 4-inch pressure reducing valves. It also includes options for the purchase of the 4500 utility truck and the Vacuum Trailer.

Exhibit C identifies the unrestricted cash reserves available for capital improvements and purchase. As highlighted in the graph, from 2012 through 2014, the cash spent to maintain and replace the GDPUD's systems has been cut by 90%.

CAPITAL EXPENSES:

- 1) Clean and restore Walton #1 and Walton #2 water storage tanks at a cost of \$167,500 each. This cost is an estimate based on the cost to maintain 2 tanks in June, 2011 (average cost of \$157,880 per tank). With a 1.5% inflation rate, the current cost to maintain the two tanks will be \$167,500 ea or a total of \$335,000.
- 2) Vacuum trailer for \$42,000 and a Dodge utility truck to pull the trailer leased at \$17,000/yr for 4 years, with a \$1.00 buyout. As described in Exhibit B, the need to clean up water spills as quickly as possible to maintain water runoff and possible contamination of adjacent properties has become more urgent with GDPUD's increased system failure as well as the new regulations set by the NPDES Permit.

- 3) 2-inch pressure reducing valves at \$2,228 each (\$22,280) and \$7,500 labor and materials to install, and ten 4-inch pressure reducing valves at \$3,000 (\$30,000) plus \$7,500 labor and materials to install. The total valve replacement costs are \$67,280.

RECOMMENDATION

Recommend the Board approve and adopt the Capital Budget for Fiscal Year 2015-2016.

EXHIBIT B – Cost/Benefit Analysis for Vacuum Trailer and Utility Truck

Analysis for purchase of new trailer and truck:

Vacuum Trailer Cost: \$42,000

New Utility Truck: \$62,000

Project Description Overview:

It has been proposed that GDPUD purchase a Vacuum Trailer (\$42,000) and a new utility truck to pull it (\$62,000) for a total capital outlay of \$104,000.

Recommendation:

The outcome of the analyzed project will be GDPUD's ability to mop up leaks quickly, to better manage discharges from unexpected breaks and emergencies; minimizing water runoff.

It is recommended that the GDPUD should approve option 2, purchase a Vacuum trailer and lease a utility truck. The truck will pull the trailer but more importantly will be used as a utility truck in the field. The truck, trailer and pressure reducing valves will be funded out of the Fund 10 account and the two Walton tanks will be funded from the unrestricted Fund 19 Account.

Supporting Reasons:

There have been 75 leaks (emergencies) between the January 1, 2014 and July 15, 2015, with an estimate of 105,000 gallons of water. As a result of these leaks, water has spilled over into adjacent areas, affecting adjacent surface water quality. Currently, all Water PUDs are required to receive a NPDES permit, which mandates reporting all planned and unplanned discharges. Water Districts will be required to report both the amount of water as well as the toxicity of the water. By being able to quickly vacuum up spills, GDPUD will minimize the water that is released and will be better able to meet regulations and reduce surface water toxicity caused by such chemicals as chlorine resulting in changes to surface water ambient pH.

At this time, GDPUD is not able to vacuum up excess water from spills, with delays in locating the break. This results in greater amounts of water discharged that can impact adjacent properties, both public and private. GDPUD's water system has aged to the extent that systems are more vulnerable and more likely to break. The added cost of water spilling into private property not only impacts possible liabilities with private property owners, but also jeopardizes GDPUD's compliance with the National Pollutant Discharge Elimination System (NPES Permit).

Financial Costs & Benefits:

Option #1: Purchase outright the Vacuum Trailer and the 4500 Dodge Utility Truck at a cost of \$104,000.

Option #2: Purchase the Vacuum Trailer at a cost of \$42,000 and obtain a 3-year lease of \$1,400/month for a Utility Truck. First year total capital outlay of \$42,000 for the vacuum trailer plus \$17,000 to lease the utility truck is \$59,000.

EXHIBIT B – Cost/Benefit Analysis for Vacuum Trailer and Utility Truck

Option #3: Rent the Vacuum trailer from Hold of California at a cost of \$3,850/month. This trailer would need to be on sight 24/7 in order to be available for emergencies. The rate for renting a vacuum trailer would be \$46,200/year.

Option #4: No Action

Tangible/Intangible Costs:

1) Additional Man hours:

With the ability to vacuum up water, there is increased man hours required to repair GDPUD's average 50 leaks/year. The assumption is that by being able to vacuum up the water to locate and repair a leak faster, the crew will spend less repair time. If cleanup requires 3 additional hours with 3 crew members or 9 man hours at \$35/hour to locate the break, the added cost of labor without the vacuum per year is \$15,750. (50 breaks per year/9 additional man hours at \$35.00/hour).

2) Property Damage:

This will be an important goal of vacuuming up water quickly. Adjacent property owners will be less likely to incur water damages to their properties, reducing liability exposure and costs. (Potentially hundreds of thousands).

3) Better Compliance with Regulatory Agencies (NPDES):

GDPUD is required to report the gallons of water discharged in every planned and unplanned discharge. It is imperative that adjacent stream beds, surface water and wetlands not be impacted by these spills. Quickly vacuuming up excess water and complying with the regulations of NPDES are essential to the future operation of GDPUD. Incurring fines of being out of compliance can result in thousands of dollars in additional costs.

EXHIBIT A

Walton 1 Tank Cleaning	\$167,500
Walton 2 Tank Cleaning	\$167,500
Vacuum Trailer	\$ 42,000
Lease of	\$ 17,000
Ten 2-inch pressure Reducing Valves	\$ 22,280
<u>Item 4-inch Pressure Reducing Valves</u>	<u>\$ 30,000</u>
TOTAL:	<u>\$446,280</u>

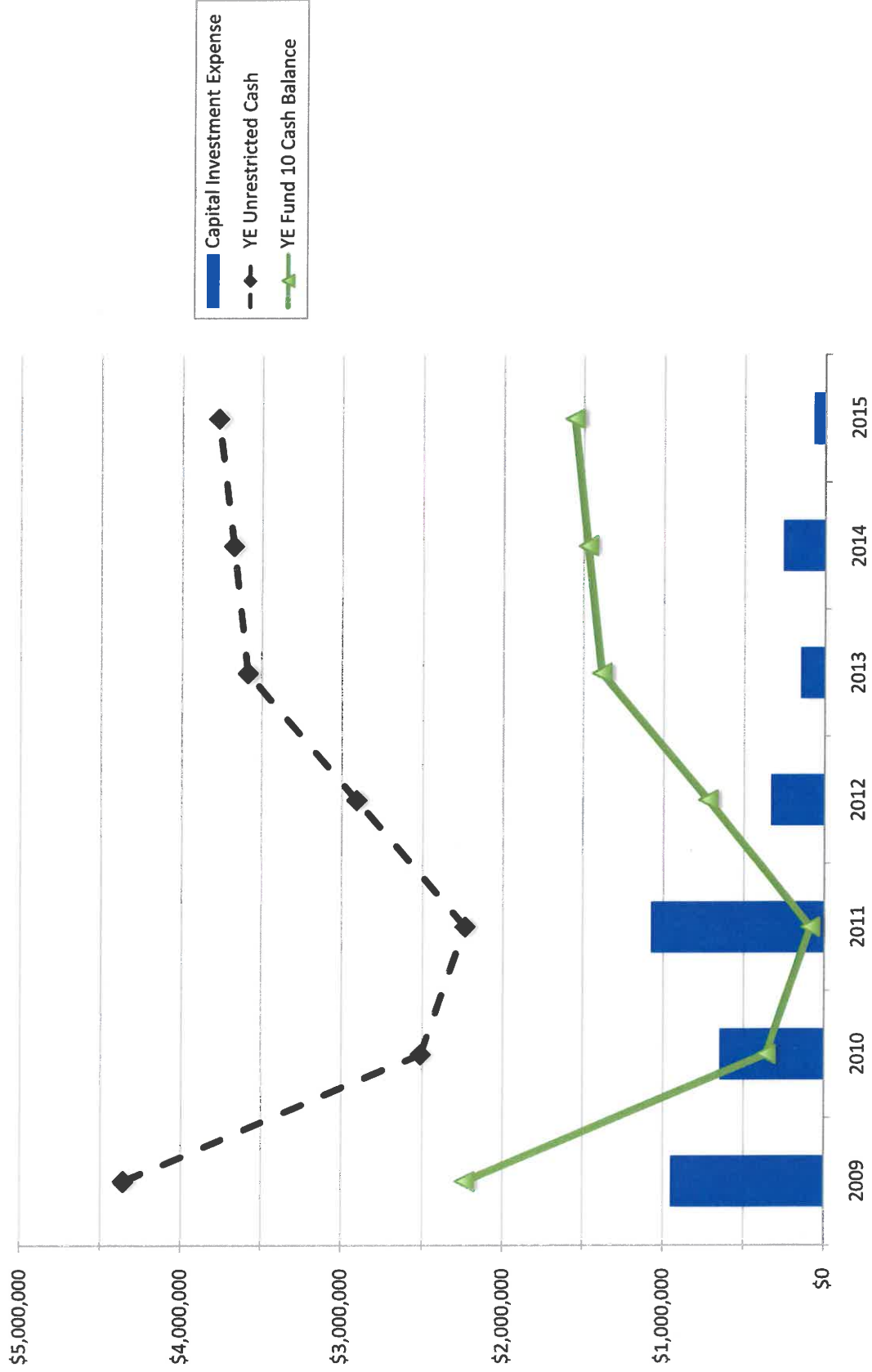
GDPUD YTY 2015-2016 Proposed Capital Expense



EXHIBIT B

	PROS	CONS
Option (1)		
Purchase Utility Truck	Minimize surface water runoff	Capital Exp.
Purchase Vacuum Trailer	Lower labor/hour costs per leak	Capital Exp. \$104,000
Option (2)		
Lease Utility Truck	Less Capital Expense & Cash	\$42,000 Capital Expense
Purchase Vacuum Trailer	Same as pros from #1	\$17,000 lease payment
Option (3)		
Rent Utility Truck	Less Capital Expense	\$17,740 lease payment
Rent Vacuum Trailer	Less Capital Expense	\$46,200 lease payment
	Same as #1 & #2	
Clean Walton Tank 1 & 2	Meet GASB 34 Compliance	Capital Exp. \$167,500 ea
Purchase ten 2-Inch pressure reducing valves & 10 4-inch pressure reducing Valves	Less leaks caused from breaking Pipes. Reduce PSI in the pipes	Capital Exp. \$52,280

GDPUD YTY Cash Flow Analysis - EXHIBIT C



Memo

To: Board of Directors
From: Wendell Wall
Date: August 11, 2015
Re: Water Rights Review & PowerPoint Presentation
Board Meeting of August 11, 2015; Agenda Item #10

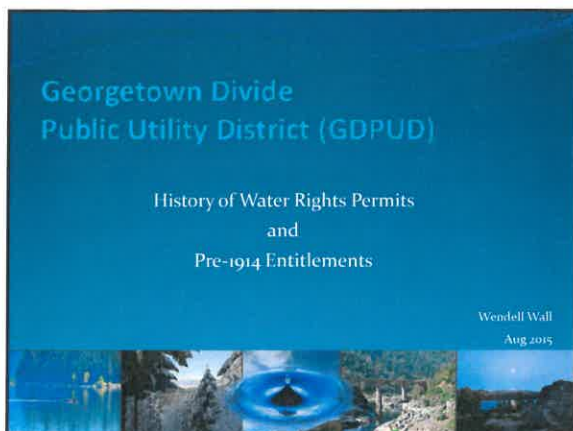
BACKGROUND/DISCUSSION:

The District has Pre – 1914 Entitlements which are Pilot Creek at 30 cfs which point of diversion was moved from Old Stumpy Headworks to Pilot Creek Diversion Dam, Mutton Creek 4cfs presently used to help meet fish release requirements at Pilot creek below Mutton Creek, Bacon Creek 5cfs, and Control Structure #1 3cfs.

The District Water Rights Applications and permits are as follows *Application A16212 – Permit P11304 50cfs at Pilot Creek Diversion, and 25cfs Enroute Diversion. Application 12421 – Permit P11305 20,000 afa Stumpy Meadows Reservoir, same as Permit P11304 at Pilot Creek Direct diversion 50cfs. Application 16688 – Permit P11306 30cfs and 4,000 afa at Onion Creek Diversion to off stream Storage. Application 5644A - Permit P12827 which revoked Application 12421- Permit P11305* to obtain assignment of the state filling with a 1927 priority date which gave the District more senior (Area of Origin) rights than would have been obtained by the original A12421 application. A summary of the History of District Water rights, a table of Pre – 1914 Entitlements and Application, Permits, and overview map will be shared in the power point presentation.

RECOMMENDATION:

Staff recommends review and file.



GDPUD Water Rights Permits and Pre 1914 Entitlements AGENDA

- Pre-1914 Entitlements
- GDPUD Formation
- Stumpy Meadows Project
- Assignment of State Filings
- Backup
 - Excerpt from Sierra Hydrotech Report (Sept 1997)
 - Table 1 - GDPUD Water Rights Applications and Permits
 - Table 2 - Pre-1914 Entitlements
 - Regional Watershed Detail from Ecorp Consulting, Inc (Oct 2010)

7/30/2015 Georgetown Divide Public Utility District 2

GDPUD Water Rights Permits and Pre 1914 Entitlements Pre-GDPUD Water Rights

- The Georgetown Water Company and numerous predecessors held certain rights to waters of the South Rubicon River and Pilot Creek
 - Pilot Creek is a tributary of the Rubicon River which in turn is a tributary to the Middle Fork of the American River
 - Use of portions of this water was established as early as 1852
 - Owners of the Georgetown Water Company claimed pre-1914 rights by acquisition and use to waters of those streams and several other minor watersheds.
- The company claimed and held titles to facilities and properties related to providing water to the Georgetown Divide, including
 - A storage reservoir at Loon Lake (completed in 1883)
 - A conveyance system bringing water from Loon Lake, diverting it from South Fork Rubicon River into Pilot Creek Drainage and re-diverting it at the old headworks in Stumpy Meadows (a meadow at the time and not a reservoir)
 - Water primarily used for mining and agriculture along the Georgetown Divide; also used for domestic purposes

Georgetown Water Company held pre-1914 rights to Pilot Creek, certain tributaries and Onion Creek which are pertinent to the current GDPUD operations of today

7/30/2015 Georgetown Divide Public Utility District 3

GDPUD Water Rights Permits and Pre 1914 Entitlements Georgetown Divide Public Utility District Formation

- GDPUD formation in 1946
 - Application 12421 filed in 1948 to formalize
 - Rights required to provide for and protect a future water supply for the divide
 - Diversion and storage rights pertinent to Loon Lake (Georgetown Water company and the district's major sources of water)
 - Request for Diversion right of 50 cfs and storage rights of 20,000 acre-foot per year in Pilot Creek watershed, as well as Greenwood site in the service area.
 - Facilities and entitlements acquired by GDPUD in 1959

7/30/2015 Georgetown Divide Public Utility District 4

GDPUD Water Rights Permits and Pre 1914 Entitlements The Stumpy Meadows Project

- In 1950, SMUD expresses desire to acquire rights and facilities in the upper Rubicon basin for the construction of the Upper American River Hydroelectric Project. SMUD Project
 - Includes Loon Lake and the future water supply from the Rubicon River
 - Conflicts with GDPUD Application 12421
- Highlights of SMUD and GDPUD agreement
 - SMUD provides financial assistance for planning and construction to assist in acquiring the necessary additional water supply in Pilot Creek, including 20,000 acre foot reservoir proposed by GDPUD
 - GDPUD withdraws application for rights in the upper Rubicon watersheds under A12421 in favor of SMUD but keeps that portion of the application related to the reservoir and diversions on Pilot Creek.
- During the period of negotiation, GDPUD files A1612 requesting additional necessary diversion rights for the alternative replacement water supply

7/30/2015 Georgetown Divide Public Utility District 5

GDPUD Water Rights Permits and Pre 1914 Entitlements The Stumpy Meadows Project (cont'd)

- Original proposal under A12421 - Storage reservoir at Stumpy Meadows Reservoir with direct diversions from Pilot Creek at Stumpy Meadows Reservoir
- Revised Project
 - Water to be released from Stumpy Meadows Reservoir for redirection from Pilot Creek
 - Old Georgetown Divide Ditch between Stumpy Meadows and Tunnel Hill abandoned
 - New conveyance system, the El Dorado Conduit, constructed
 - District files A16688 to divert water from Onion Creek (as had their predecessors who held Pre-1914 Entitlements for direct diversion)
 - Application required since some of the Onion Creek water was to be diverted for off stream storage in Stumpy Meadows Reservoir
- Decision 893 (March 18, 1958) Allocated the various waters of the American River watershed including the waters of interest to GDPUD and SMUD
 - Agreement to the exchange of water facilities in the Rubicon River and Pilot Creek
 - Results in permits P1304, P1305, and P1306
 - Approves GDPUD direct diversion and storage as listed in Table 1

7/30/2015 Georgetown Divide Public Utility District 6

GDPUD Water Rights Permits and Pre 1914 Entitlements Assignment of State Filing

- June 25, 1958 - GDPUD files for assignment of **State filing A5644** (to obtain an earlier filing date for certain portions of the Stumpy Meadows Project) requesting
 - 100 cfs direct diversion from Pilot Creek
 - 20,000 acre - feet storage on Pilot Creek (as described in the Stumpy Meadows Project feasibility report prepared by consultant Clair Hill)
- June 30, 1961 - **Permit No. P12827** approves both the 100 cfs diversion and 20,000 acre - ft storage.
 - This permit was issued in compliance with terms of Decision 1013.

7/30/2015 Georgetown Divide Public Utility District 7

BACKUP

7/30/2015 Georgetown Divide Public Utility District 8

Georgetown Divide Public Utility District Sept 1997 Sierra Hydrotech Report Excerpt

Table 1 - Water Rights Applications and Permits

- <add stuff here>

	AS 6113 7/1/58	A 5644 7/1/58	A 6082 7/1/58	A 5644 7/31/61
1. Stumpy Meadows 20,000 acre-ft Storage		20,000 acre-ft		20,000 acre-ft
2. Pilot Creek Direct Diversion	100 cfs	50 cfs		100 cfs
3. Backcast Diversion (Channeling Pilot Creek)	30 cfs			
4. Onion Creek Diversion to Old Meadows Storage			30 cfs	4,000 acre-ft

17 To be included in Pilot Creek Diversion Data.
18 To be included in storage under P12827 and P11228.
19 To be included in Storage Allocation Form under other GDPUD storage in the distribution system and included in Stumpy Meadows Data and Pilot Creek Diversion Data.

7/30/2015 Georgetown Divide Public Utility District 9

Georgetown Divide Public Utility District Sept 1997 Sierra Hydrotech Report Excerpt

Table 2 - Pre-1914 Entitlements

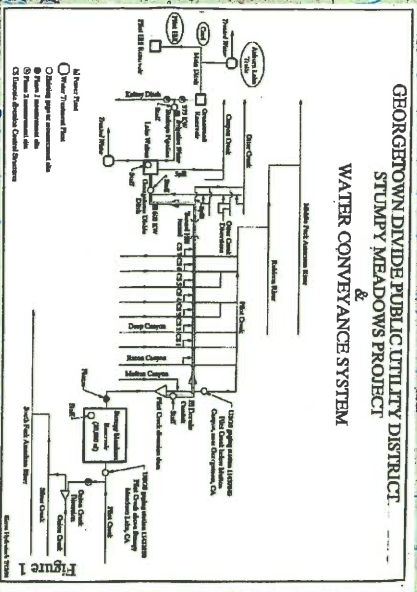
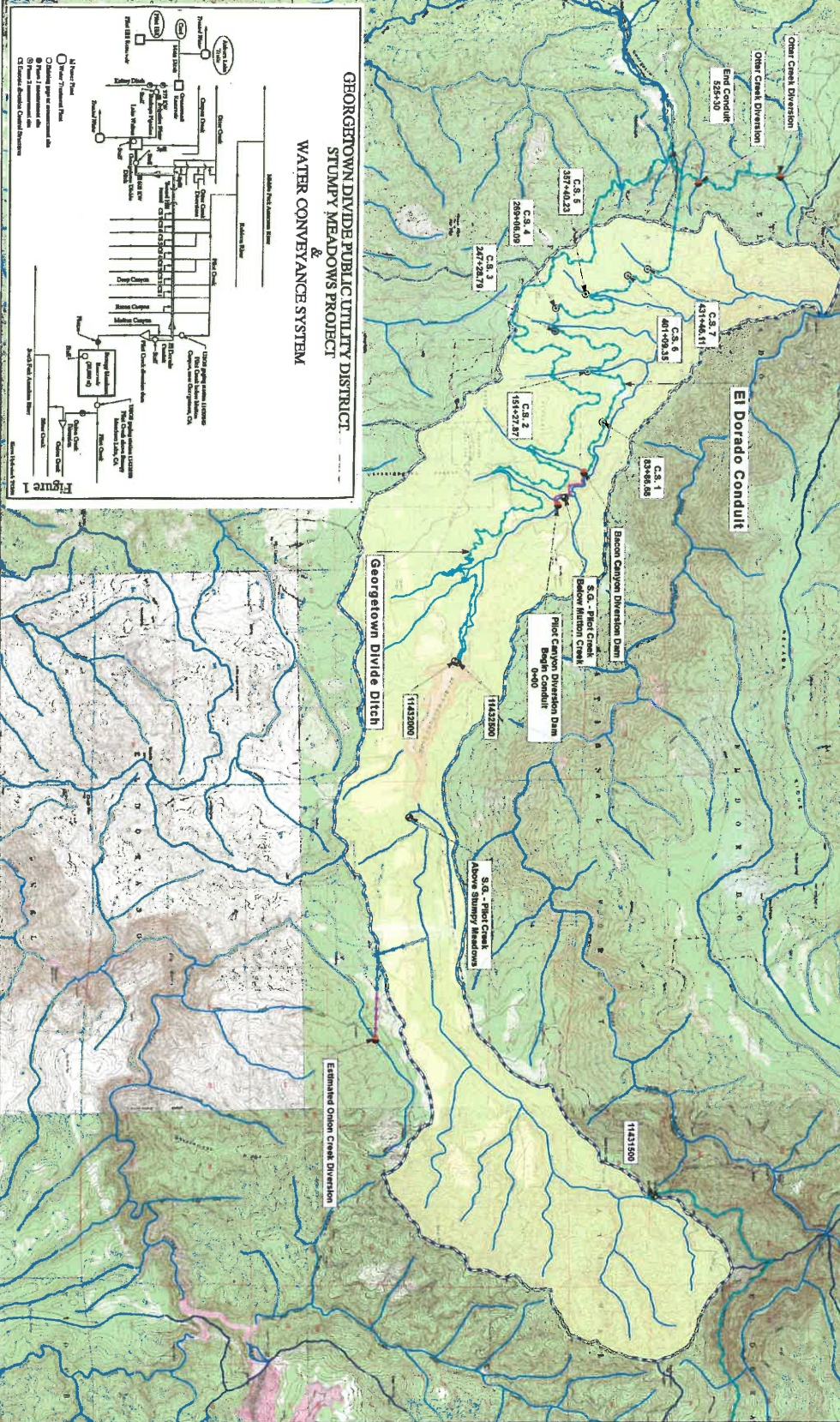
- <add stuff here>

	Capacity	Comments
1. Pilot Creek	30 cfs	Point of diversion moved from Old Stumpy Meadows Headworks to Pilot Creek Diversion Dam
2. Mason Canyon	5 cfs	
3. Control Structure #1	2 cfs	
4. Control Structure #2 (Deep Canyon)	3 cfs	
5. Moffett Canyon	4 cfs	Previously used as help meet flow restriction requirement at Pilot Creek below Mason Canyon
6. Onion Creek	15 cfs	Not currently operating

7/30/2015 Georgetown Divide Public Utility District 10

Georgetown Divide Public Utility District Regional Watershed Detail, ECORP Consulting, Inc (Oct 2010)

7/30/2015 Georgetown Divide Public Utility District



**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
STUMPY MEADOWS PROJECT
&
WATER CONVEYANCE SYSTEM**

Figure 1



Regional Watershed Detail

- Map Features**
- Stream Gaging Station (S.G.)
 - Discontinued Stream Gage
 - Diversions**
 - Control Structure (C.S.)
 - Diversion Dam/Point
 - Diversion Pipe
 - NHD Lines**
 - Canal/Ditch
 - Stream/Pipe
 - USGS HUC 12 Watersheds
 - Pilot Creek Watershed

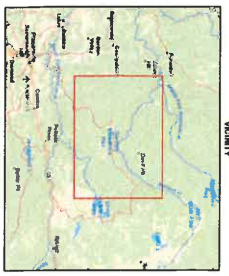


TABLE 1 GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT WATER RIGHTS APPLICATIONS AND PERMITS					
		A16212 P11304	A12421 P11305	A16688 P11306	A5644A P12827
1	Stumpy Meadows Reservoir Storage		20,000 afa ^{1/}		20,000 afa ^{1/2/}
2	Pilot Creek Direct Diversion	50 cfs	50 cfs		100 cfs ^{2/}
3	Enroute Diversion (Including Otter Creek)	25 cfs			
4	Onion Creek Diversion to Off stream Storage			30 cfs 4,000 afa ^{3/}	

- 1/ To be rediverted at Pilot Creek Diversion Dam.
- 2/ Same as amounts under P11304 and P11305
- 3/ To be stored at Stumpy Meadows Reservoir (or other GDPUD storage to be developed later) and rediverted at Stumpy Meadows Dam and Pilot Creek Diversion dam.

TABLE 2 GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT PRE-1914 ENTITLEMENTS		
	Capacity	Comments
1. Pilot Creek	30 cfs	Point of diversion moved from Old Stumpy Meadows Headworks to Pilot Creek Diversion Dam
2. Bacon Canyon	5 cfs	
3. Control Structure #1	3 cfs	
4. Control Structure #2 (Deep Canyon)	3 cfs	
5. Mutton Canyon	4 cfs	Presently used to help meet fish release requirements at Pilot Creek below Mutton Canyon
6. Onion Creek	15 cfs	Not currently operating

Memo

To: Board of Directors
From: Wendell Wall
Date: August 11, 2015
Re: Restructuring of Workforce
Board Meeting of August 11; Agenda Item #11

BACKGROUND/DISCUSSION

The District currently has a shortage of Water Distribution Staffing level to perform at the level necessary to complete the many tasks required in water distribution operations. Currently there is one lead person and two water distribution operators to cover the entire water distribution system which consists of 200 miles of pipelines and encompasses more than 75,000 acres of service area. Water Distribution system currently has an aging infrastructure and requires repairs, increased underground markings, and additional mandates required by regulatory agencies, also the District would like to move forward with preventative maintenance programs; gate valve exercising and fire hydrant exercising which will allow the District to plan maintenance as appose to reacting to emergencies.

In order to meet the above requirements, two additional staff members are needed for water distribution. Blue Ribbon Personnel Services will provide temporary employees to fill the vacant positions for six months.

Martin Ceirante has been operating the Walton Treatment Plant has been performing as the Lead Operator since October 2014 and serves as the Water Resources Control Board required Chief Water Treatment Plant Operator title of record for the District.

The Zone requires a full time employee to perform septic inspections, pump station operation and maintenance; CDS field operations, escrow inspections, and ground water sampling. The position is fully funded by Zone Fund 40 in which the employee will charge their time against this fund.

RECOMMENDATION

Management recommends the Board approve the promotion of two current employees. One employee from a Waste Water Technician I to Water Distribution Operator I and one employee from Maintenance Worker I to Water Distribution Operator I. After six months, management will recommend hiring a permanent employee through advertised recruitment per Equal Opportunity. Management

also recommends hiring a full time employee to work in the Zone. All wages would be charged to the Zone Fund Account 40. Staff recommends promoting Martin Ceirante from Water Treatment Plant Operator III to Lead Operator.

Memo

To: Board of Directors

From: Wendell Wall

Date: August 11, 2015

Re: Professional Services Agreement with Siren & Associates
Board Meeting of August 11, 2015; Agenda Item #12

BACKGROUND/DISCUSSION:

The District is currently under contract with *Siren & Associates* to assist staff with regulatory compliance for both the Public Water and Onsite Wastewater Management Zone reporting. A review of the files shows the District has contracted with this consultant firm back to 2006. The District is responsible for both the monthly and quarterly reporting to the California Water Resources Control Board (Walton and ALT Treatment Plants) as well as quarterly and annually reporting to the California Regional Water Quality Control Board ALT Wastewater Zone).

In addition, maintain all associated spreadsheets used in completion of the EAR and CCR. Complete NOI application for new State NPDES Waster Discharge Requirements for Drinking Water Systems due September 1, 2015. Complete an implementation / operations plan as required by the new report. Update the SBx 7-7 base daily per capita water use for all class users and population served and revise and or update prior year's databases as needed.

The District has received a proposal from *Siren & Associates* to provide the necessary monitoring and reporting for both the Public Water System and Onsite Wastewater Management Zone and other duties for the 6 month period (August 12, 2015 through February 12, 2016) for \$23,445.

RECOMMENDATION:

Staff recommends the Board approve the Professional Services Agreement with *Siren & Associates* beginning on August 12, 2015 through February 12, 2016 at an hourly rate of \$105.00, \$0.56 / mile or Federal rate, whichever is higher. The proposal cost is \$22,575 in labor and \$135 in mileage. The estimate is not to exceed \$22,710

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROFESSIONAL SERVICES AGREEMENT

With

Siren and Associates Environmental Consultants

For

REGULATORY COMPLIANCE MONITORING & REPORTING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this 12 day of August 2015 by and between GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District") and SIREN AND ASSOCIATES, ("Consultant"). District and Consultant may each be referred to individually as "Party" or collectively as "Parties" in this Agreement. There are no other parties to this Agreement.

RECITALS

A. District seeks to hire an independent contractor to assist the District in complying with the regulatory agencies drinking water and wastewater monitoring and reporting requirements ("Services"); and

B. Consultant represents that it consists of persons trained and experienced in conducting and preparing the required regulatory agencies reports; and

C. District desires to retain Consultant to perform the Services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, District and Consultant, for the consideration hereinafter set forth, agree as follows:

SECTION 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 18 of this Agreement, Sections 1 through 18 shall prevail.

SECTION 2 - SCOPE OF WORK

Consultant agrees to provide the Services, as directed by the General Manager, necessary to complete drinking water and wastewater monitoring and reporting required by the California Department of Public Health and the Central Valley Regional Water Quality Control Board.

SECTION 3 - TERM

District and Consultant agree that this contract shall be in effect for a one-year period beginning August 12, 2015 and ending February 12, 2015 ("Term").

SECTION 4 - COMPENSATION

A. District agrees to pay and Consultant agrees to accept on a time and materials basis an amount not to exceed \$22,710, for completion of the Services identified in the Scope of Work (Section 2). The Services shall be compensated at a rate of \$105.00 per hour plus mileage at \$0.56 / mile or the Federal rate. The total amount is not to exceed \$22,710.

B. The Consultant shall submit billing invoices to the District identifying number of hours and the specific services provided.

C. The granting of any payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Consultant to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have pursuant to this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

SECTION 5 - TERMINATION OF CONTRACT

The District may terminate this Agreement or any part thereof at any time upon ten (10) days written notice to the Consultant. In the event of any such termination, the Consultant is to be fairly compensated for all work performed to the date of termination, and the District shall be entitled to all work performed.

If the District fails to pay the Consultant within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Consultant shall have the right to consider such default a breach of this Agreement, and Consultant may terminate its duties under this Agreement upon ten (10) days written notice.

SECTION 6 - NOTICE OF DETRIMENTAL INFORMATION

The Consultant shall promptly notify the District of the discovery of any information that could be detrimental to the successful completion of the Services. The Consultant shall provide in writing to the District said detrimental information within 24 hours of the time of discovery. The District shall then promptly review such detrimental information and notify the Consultant to proceed with or terminate the remainder of the Services to be performed.

SECTION 7 - MISCELLANEOUS PROVISIONS

A. Consulting Standard: The Consultant represents and warrants to the District that it is fully experienced and properly qualified to perform Services called for herein. Consultant further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Services rendered under this Agreement.

B. Consultant is Independent Contractor: The Consultant shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status.

C. Consultant's Records: The Consultant shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Consultant's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Consultant.

D. Ownership of Data and Reports: All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.

E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Consultant hereunder which affect the Consultant's Services, District shall waive any and all liability arising out of such changes as against the Consultant, and the District shall assume full responsibility for such changes, unless the District has given the Consultant prior notice and has received from the Consultant written consent for such changes.

F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Consultant. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.

G. Assignment: This contract shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.

H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.

I. Place of Making and Performance of Contract: This contract shall be deemed to have been made in El Dorado County, California and the Services required to be performed in El Dorado County, California.

J. Financial Disclosure: The Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the Consultant category designated by the District, unless the District's General Manager determines in writing that the Consultant's duties are more limited in scope than is warranted by the Consultant category and that a narrower disclosure category should apply. The Consultant also agrees to make disclosure in compliance with the District's conflict of interest code if, at any time after the execution of this Agreement, Consultant's duties under this Agreement warrant greater disclosure by the Consultant than was originally contemplated. The Consultant shall make disclosures in the time, place and manner set forth in the District's conflict of interest code and as directed by the District.

SECTION 8- CONFORMITY WITH LAW AND SAFETY

Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Consultant must be in accordance with these laws, ordinances, codes and regulations. Consultant's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes or regulations referred to herein, the District shall give written notice of such violation to Consultant, and Consultant shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the District's General Manager by telephone. If any accident occurs in connection with this Agreement, Consultant shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Consultant's subcontractor, if any; (c) name and address of Consultant's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Consultant shall immediately notify District. Consultant shall not store hazardous materials or hazardous waste within the District limits without a proper permit and prior authorization by District.

SECTION 9 - INDEMNIFICATION BY CONSULTANT

Consultant agrees to indemnify the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent or grossly negligent acts or omissions by Consultant or Consultant's contractors, subcontractors, agents, or employees in connection with the Agreement.

SECTION 10 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To District: Wendell B. Wall M.P.A.
General Manager
GDPUD
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634

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

To Consultant: Rebecca Siren
Principal
Siren and Associates
P.O. Box 631
Cool, CA 95614

Nothing hereinabove shall prevent either District or Consultant from personally delivering any such notices to the other.

SECTION 11 - JURISDICTION

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. In the event of a dispute, venue in any court action shall be the County of El Dorado.

SECTION 12 - INTEGRATION

This agreement, together with its specific references, attachments and exhibits constitutes the entire Agreement of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties.

SECTION 13 - NON-DISCRIMINATION

In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

SECTION 14 - WAIVER

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

SECTION 15 - AUTHORITY

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

SECTION 16 - DRAFTING AND AMBIGUITIES

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any

rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

SECTION 17 - COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

SECTION 18 - ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement the day and year first above written.

District:

Consultant:

By: _____
Wendell B. Wall M.P.A
General Manager

By: _____
Rebecca Siren,
Principal

Date: _____

Date: _____

By: _____
Norm Krizl
President

Date: _____

SIREN & ASSOCIATES ENVIRONMENTAL CONSULTANTS

July 9, 2015

Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634

Dear Wendell,

In response to your request, I am happy to provide the following scope of services to continue to assist the District in regulatory compliance and other professional consulting services for both Public Water and the Onsite Wastewater Management Zone reporting and monitoring for the next **six months from August 12, 2015 to February 12, 2016**. I have included a line item for "Other Professional Services" to provide District staff the flexibility to use my services for tasks not yet identified.

Regulatory Compliance Scope of Services:

The Consultant will assist District management in the completion of the following reports and associated data spreadsheets for six months:

Public Water: 120 hours

- Maintain all associated spreadsheets used in completion of the EAR and CCR
- Urban Water Management Plan: (due July 1, 2016)
Update the demographic data and SBx7-7 base daily per capita water use data for residential, multi-family, commercial, industrial, institutional/governmental, large landscape data and population data for 2015 and revise and/or update prior years databases as needed.
- Complete NOI application for the new State NDPES Waste Discharge Requirements for Drinking Water Systems due September 1, 2015. Complete an implementation/operations plan as required by the new permit.

➤

Onsite Wastewater Zone: 80 hours

- Input data from monthly Zone report and monitoring data into the fourteen (14) spreadsheets required for Annual Zone report
- Quarterly CRWQCB Zone report (November 1, 2015)
- Quarterly CRWQCB Groundwater Report- complete the six spreadsheets for inclusion in the report and review H&K report (November 1, 2015 and January 1, 2016)
- Annual CRWWCB Zone Report (due February 1, 2016)
- Review of onsite septic designs required for County building permit-estimated at 2 hours included above
- Any additional tasks will be discussed and mutually agreed upon between management and Consultant and will be in addition to the hours identified in the above tasks.

Other Professional Services: 15 hours

- District staff has requested the flexibility to utilize my services for projects not yet identified and any other additional tasks that will be discussed and mutually agreed upon between management and Consultant.

Costs for Professional Consulting Services:

Services will be billed on a time and material basis. My hourly rate is \$105.00 per hour plus mileage at \$0.56/mile or the Federal rate, whichever is higher. The estimated not to exceed cost is \$22,575 (215 hours) in labor and \$135 in mileage (estimated at two office visits per month) for a total of \$22,710.

Timeline:

Consulting services can be initiated as directed by District management.

If you have any questions or would like to discuss this matter further, please feel free to contact me at 530-305-7399.

Respectfully submitted,

Rebecca Siren

Rebecca Siren
Registered Environmental Health Specialist #4303

cc. Darrell Creeks

Memo

To: Board of Directors
From: Wendell Wall, General Manager
Date: August 11, 2015
Re: Professional Services Agreement with George Sanders, Civil Engineer
Board Meeting of August 11, 2015; Agenda Item # 13

BACKGROUND/DISCUSSION

The District has a need for assistance in the areas of engineering design and construction services on a variety of projects. The most significant is the Auburn Lake Trails Water Treatment Plant Project. Assistance is needed on the ALT Project to coordinate this through the bidding and construction phases. Other areas of need include proposed work along portions of the ditch water conveyance system, as identified within the Caby Grant, together with a variety of small water related repair and replacement projects.

This Professional Services Agreement would be with George Sanders, Civil Engineer, for an amount not to exceed \$75,000. A majority of the funding for this agreement would be through current reserves dedicated to the Auburn Lake Trails Treatment Plant and the Caby Grant. George Sanders has provided the District with technical assistance on a variety of project needs and is most familiar with the Auburn Lake Trails Water Treatment Plant Project.

RECOMMENDATION:

Approve Professional Services Agreement between the District and George W. Sanders, Civil Engineer for an amount not to exceed \$75,000.00.

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

With

Siren and Associates Environmental Consultants

For

REGULATORY COMPLIANCE MONITORING & REPORTING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this 12 day of August 2015 by and between GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District") and SIREN AND ASSOCIATES, ("Consultant"). District and Consultant may each be referred to individually as "Party" or collectively as "Parties" in this Agreement. There are no other parties to this Agreement.

RECITALS

A. District seeks to hire an independent contractor to assist the District in complying with the regulatory agencies drinking water and wastewater monitoring and reporting requirements ("Services"); and

B. Consultant represents that it consists of persons trained and experienced in conducting and preparing the required regulatory agencies reports; and

C. District desires to retain Consultant to perform the Services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, District and Consultant, for the consideration hereinafter set forth, agree as follows:

SECTION 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 18 of this Agreement, Sections 1 through 18 shall prevail.

SECTION 2 - SCOPE OF WORK

Consultant agrees to provide the Services, as directed by the General Manager, necessary to complete drinking water and wastewater monitoring and reporting required by the California Department of Public Health and the Central Valley Regional Water Quality Control Board.

SECTION 3 - TERM

District and Consultant agree that this contract shall be in effect for a one-year period beginning August 12, 2015 and ending February 12, 2015 ("Term").

SECTION 4 - COMPENSATION

A. District agrees to pay and Consultant agrees to accept on a time and materials basis an amount not to exceed \$22,710, for completion of the Services identified in the Scope of Work (Section 2). The Services shall be compensated at a rate of \$105.00 per hour plus mileage at \$0.56 / mile or the Federal rate. The total amount is not to exceed \$22,710.

B. The Consultant shall submit billing invoices to the District identifying number of hours and the specific services provided.

C. The granting of any payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Consultant to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have pursuant to this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

SECTION 5 - TERMINATION OF CONTRACT

The District may terminate this Agreement or any part thereof at any time upon ten (10) days written notice to the Consultant. In the event of any such termination, the Consultant is to be fairly compensated for all work performed to the date of termination, and the District shall be entitled to all work performed.

If the District fails to pay the Consultant within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Consultant shall have the right to consider such default a breach of this Agreement, and Consultant may terminate its duties under this Agreement upon ten (10) days written notice.

SECTION 6 - NOTICE OF DETRIMENTAL INFORMATION

The Consultant shall promptly notify the District of the discovery of any information that could be detrimental to the successful completion of the Services. The Consultant shall provide in writing to the District said detrimental information within 24 hours of the time of discovery. The District shall then promptly review such detrimental information and notify the Consultant to proceed with or terminate the remainder of the Services to be performed.

SECTION 7 - MISCELLANEOUS PROVISIONS

A. Consulting Standard: The Consultant represents and warrants to the District that it is fully experienced and properly qualified to perform Services called for herein. Consultant further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Services rendered under this Agreement.

B. Consultant is Independent Contractor: The Consultant shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status.

C. Consultant's Records: The Consultant shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Consultant's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Consultant.

D. Ownership of Data and Reports: All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.

E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Consultant hereunder which affect the Consultant's Services, District shall waive any and all liability arising out of such changes as against the Consultant, and the District shall assume full responsibility for such changes, unless the District has given the Consultant prior notice and has received from the Consultant written consent for such changes.

F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Consultant. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.

G. Assignment: This contract shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.

H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.

I. Place of Making and Performance of Contract: This contract shall be deemed to have been made in El Dorado County, California and the Services required to be performed in El Dorado County, California.

J. Financial Disclosure: The Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the Consultant category designated by the District, unless the District's General Manager determines in writing that the Consultant's duties are more limited in scope than is warranted by the Consultant category and that a narrower disclosure category should apply. The Consultant also agrees to make disclosure in compliance with the District's conflict of interest code if, at any time after the execution of this Agreement, Consultant's duties under this Agreement warrant greater disclosure by the Consultant than was originally contemplated. The Consultant shall make disclosures in the time, place and manner set forth in the District's conflict of interest code and as directed by the District.

SECTION 8- CONFORMITY WITH LAW AND SAFETY

Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Consultant must be in accordance with these laws, ordinances, codes and regulations. Consultant's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes or regulations referred to herein, the District shall give written notice of such violation to Consultant, and Consultant shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the District's General Manager by telephone. If any accident occurs in connection with this Agreement, Consultant shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Consultant's subcontractor, if any; (c) name and address of Consultant's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Consultant shall immediately notify District. Consultant shall not store hazardous materials or hazardous waste within the District limits without a proper permit and prior authorization by District.

SECTION 9 - INDEMNIFICATION BY CONSULTANT

Consultant agrees to indemnify the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent or grossly negligent acts or omissions by Consultant or Consultant's contractors, subcontractors, agents, or employees in connection with the Agreement.

SECTION 10 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To District: Wendell B. Wall M.P.A.
General Manager
GDPUD
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634

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

To Consultant: Rebecca Siren
Principal
Siren and Associates
P.O. Box 631
Cool, CA 95614

Nothing hereinabove shall prevent either District or Consultant from personally delivering any such notices to the other.

SECTION 11 - JURISDICTION

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. In the event of a dispute, venue in any court action shall be the County of El Dorado.

SECTION 12 - INTEGRATION

This agreement, together with its specific references, attachments and exhibits constitutes the entire Agreement of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties.

SECTION 13 - NON-DISCRIMINATION

In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

SECTION 14 - WAIVER

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

SECTION 15 - AUTHORITY

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

SECTION 16 - DRAFTING AND AMBIGUITIES

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any

rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

SECTION 17 - COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

SECTION 18 - ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement the day and year first above written.

District:

Consultant:

By: _____
Wendell B. Wall M.P.A
General Manager

By: _____
Rebecca Siren,
Principal

Date: _____

Date: _____

By: _____
Norm Krizl
President

Date: _____

Memo

To: Board of Directors

From: Wendell Wall, General Manager

Date: August 11, 2015

Re: Auburn Lake Trails Water Treatment Plant

Board Meeting of August 11, 2015 Agenda Item #14

BACKGROUND / DISCUSSION

Update: Staff continues to work with the US Department of Fish & Wildlife in an effort to receive their approval of the Environmental Documents.

This is part of a monthly update, provided by staff, relating to the status of the Auburn Lake Trails Water Treatment Plant Project. Key elements of this report provide updates to activities such as Agency Reviews, (Fire Marshall, State); Utility Reviews and Design (PG&E); Funding (State and Other); Prop 218 Rate Increase (District); and preparation of Bid Documents (PSOMAS). Construction Management Services have not been addressed in this submittal as that activity will follow just prior to the commencement of Construction.

Fire Marshall – The Fire Marshall has completed the plan review, the necessary corrections have been made to the plans, the fees have been paid for their inspection and of the work. This activity is deemed complete.

State Water Board (CDPH) Environmental Document. The review of the revised site plan, a revision prompted by the change in design, was completed in Sept 2014 by Foothill Associates and submitted to the State in October of 2014. Staff has been in contact with the State on multiple occasions. Review completed by State with final approval pending response from Federal Fish & Wildlife. State has indicated that we can bid project without Federal approval but cannot award contract. May be a controlling factor for construction.

State Water Board (CDPH) Plan Review. The review of the plans have been ongoing for more than a year. To date the District has received no response. It is likely this activity will move forward once the District has completed Prop 218 and the State Funding (loan) is in place. Likely not a controlling factor for construction...anticipate their review and approval complete once funding is secure.

Utility Reviews and Design – A construction application had been made with PG&E, as required to gain service to the new facility. That application had expired due to no construction activity on the facility and the deposit of approximately \$5,000 was returned to the District. Staff submitted a new application early this year (2015) along with a new deposit and PG&E is working with staff in an effort to expedite the new application in preparation for construction. This activity appears to be on schedule and not a controlling factor for construction.

Funding – A summary of the funding for this project is derived from a prior submittal to the State (CDPH) as generated by Director Capraun. A funding application was made around June 2014 and the State has confirmed that the subject application is currently valid. Key elements of that funding included the following sources:

- District Reserves....approx \$700,000 General Fund plus \$1,590,000 CIP Fund This funding currently in place.
- EPA Grant....approx \$1,081,599 in grant funds. District has made request to extend these grant funds. Federal has authority to approve or deny request. Staff currently working with EPA to extend. Funding may be in jeopardy.
- Prop 50 Grant....approx \$239,000. These funds were part of a larger grant amount of \$685,000 that date back to 2006. They were earmarked for a SCADA system which would provide communication between the District Office and other District Facilities. All work, design and construction, must be completed by 2016. To date none of the design or construction have been completed for any of the projects. Staff working to save \$446,000 of funding. Likely funding for ALT will be lost due to inability to complete prior to grant deadline (\$239,000).
- State Loan....initially estimated at \$8,000,000. Loan amount will likely require increase to \$8,500,000 based on project needs and loss of prop 50 (\$239,000). Loan approval subject to activity on Prop 218 Rate Increase.

Bid Documents – PSOMAS, working under a prior contract amendment, is preparing the bid documents. It is likely significant progress will be made in this area over the next 30 days.

Other – Prior to construction the District will need to contract for outside services in the areas of Construction Management, Construction Staking (Surveying), Materials testing (Soils and Concrete) and wildlife biologists to review and monitor the activities of nesting birds and other forms of fish and wildlife. A majority of the costs for these services have been considered in the overall project budget.

RECOMMENDATION

Possible Board Action

Memo

To: Board of Directors
From: Wendell Wall, General Manager
Date: August 11, 2015
Re: Finance Committee Appointments #15

BACKGROUND/DISCUSSION

The Board adopted Resolution 2015-08 on July 14, 2015 to define the roles and responsibilities of the Finance Committee. The resolution established a policy for selecting Finance Committee members and established maximum and minimum limits at 5 and 3 respectively. The Finance Committee currently has 3 members, which leaves 2 vacant spots. The vacancy was posted in the Mt. Democrat and on GDPUD's website.

There have been 3 applicants who introduced themselves to the Finance Committee at the August 4, 2015 meeting. The candidates are: Dennis Goodenow, Donna Bruss and Pat Snelling.

RECOMMENDATION:

The Board of Directors will appoint from the applicant list, 2 new Finance Committee members.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Planned agenda items for 2015 Regular Meetings for the Board of Directors

July 14, 2:00 PM	<ul style="list-style-type: none"> • Quintette Service Corporation Presentation • Adoption of FY2015-16 Budget • Adoption of Resolution 2015-07 Providing Protest Procedures under Proposition 218 • Auditor-Controller Requests for Certification of Assessments and Charges • Finance Committee Vetting Process • ALT Treatment Plant Update • CABY Grant Bridge Funds
August 11, 2:00 PM	<ul style="list-style-type: none"> • Status of Annual Audit
September 8, 2:00 PM	<ul style="list-style-type: none"> • Discussion of Irrigation Season end date • Fourth Quarter Budget Comparison
October 13, 2:00 PM	
November 10, 2:00 PM	<ul style="list-style-type: none"> • Last Meeting for Outgoing Directors (even years) • First Quarter Budget Comparison • Approval of Directors Attendance at Winter ACWA Conference • Approve Annual Audit • General Manager's Evaluation
December 8, 2:00 PM	<ul style="list-style-type: none"> • First Meeting for Incoming Directors (even years) • Represented and Non-represented Employee Negotiation