

**AGENDA**  
**REGULAR MEETING**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS**  
**6425 MAIN STREET, GEORGETOWN, CALIFORNIA**  
**TUESDAY, AUGUST 8, 2017**  
**2:00 P.M.**

**MISSION STATEMENT**

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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**

- 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.

**4. CONSENT CALENDAR**

**A. Approval of Minutes**

1. Amendments to Emergency Meeting of June 29, 2017
2. Special Meeting of June 29, 2017
3. Regular Meeting of July 11, 2017

**B. Financial Reports**

1. August 2017 – Payables
2. Month End Cash Disbursements Report
3. Month End Revenue and Expense Summary Report
4. Statement of Cash and Investment Balances

**C. Approve Job Descriptions for Water Resource Manager and Management Analyst**

**D. Memorandum of Understanding Regarding Contracting and Apportionment of Costs for a Sanitary Survey Update of the American River Watershed Area**

**Possible Board Action:** Adopt Resolution 2017-19 approving the MOU regarding contracting and apportionment of costs for the 2018 American River Watershed Area Survey Update.

**5. INFORMATIONAL ITEMS**

**A. President's Report**

**B. Board Reports**

**C. General Manager's Report**

**D. Operation Manager's Report**

**E. ALT Treatment Plant Update**

**6. NEW BUSINESS**

**A. Approve FY 2016/17 Budget Amendment**

**Possible Board Action:** Adopt Resolution 2017-18 approving FY 2016/17 Budget Amendment

**B. Consider Ordinance 2017-02 to Transition to At-Large Elections within the Entire District**

**Possible Board Action:** Adopt Ordinance 2017-02 changing the method for electing Directors to at-large within the entire District.

**C. Policy for a Low-Income Assistance Program**

**Possible Board Action:** Provide direction to Staff on the development of a LIRA Program.

**D. Professional Services Agreement with Vavrinek, Trine, Day & Co., LLP, for Finance Management Services**

**Possible Board Action:** Adopt Resolution 2017-17 authorizing the General Manager to execute a Professional Services Agreement with Vavrinek, Trine, Day & Co., LLP.

**E. Agreement for General Counsel Legal Services**

**Possible Board Action:** Provide direction to Staff on how to move forward with services for general counsel.

**F. Request from Churchwell White, LLP, for Board Sponsorship of Barbara Brenner to the ACWA Legal Affairs Committee and State Legislative Committee**

**Possible Board Action:** Approve sponsorship of General Counsel, Barbara Brenner, to the ACWA Legal Affairs Committee Legal and State Legislative Committee.

**7. PUBLIC HEARING – SECOND READING AND ADOPTION OF ORDINANCE 2017-01 CERTIFYING ANNUAL DIRECT CHARGES, FEES AND ASSESSMENTS**

**Possible Board Action:** Adopt Ordinance 2017-01 levying annual assessments and tax liens for unpaid charges for water service, as of June 30, 2017.

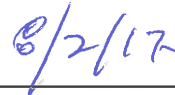
**8. BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF** – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting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

**9. NEXT MEETING DATE AND ADJOURNMENT** – Next regular meeting September 12, 2017, 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 Steve Palmer 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 August 3, 2017.



Steven Palmer, PE, General Manager



Date

**CONFORMED AGENDA – Amended 07/12/2017**

**EMERGENCY MEETING**

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
BOARD OF DIRECTORS  
6425 MAIN STREET, GEORGETOWN, CA 95634**

**Thursday, June 29, 2017  
4:30 PM**

**MISSION STATEMENT**

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- 

**1. CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE**

*Directors Present: Jesse Hanschild, Carl Hoelscher, Lon Uso, Dane Wadle.*

*Director Absent: David Halpin*

*Staff Present: Steve Palmer, General Manager*

**2. ADOPTION OF AGENDA**

*Motion by Director Hanschild to adopt the agenda. Second by Director Hoelscher.*

*The motion passed unanimously*

- 3. PUBLIC FORUM** – Any member of the public may address the Board on matters identified on this agenda and 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 only hear communications on matters on the agenda.

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.

*No public comments.*

4. Review and adopt a resolution determining an emergency situation and authorizing the General Manager to execute a contract with ERS Industrial Services Inc., in the amount of \$41,086.82 for the repair of a filter vessel at the Auburn Lake Trails Water Treatment Plant.

Possible Board Action: Adopt Resolution

***Motion by Director Hanschild to adopt Resolution 2017-09 and authorize the General Manager to approve change orders for a total amount not to exceed \$50,000. Second by Director Hoelscher.***

***The motion passed unanimously.***

5. **NEXT MEETING DATE AND ADJOURNMENT** –Next regular meeting: July 11, 2017, at 2:00 PM, at the Georgetown Divide Public Utility District Office

*The meeting adjourned at 4:35 p.m.*

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 Steve Palmer, General Manager, by telephone at (530) 333-4356 or by fax at (530) 333-9442. In accordance with Government Code Section 54956.5, notice was given by telephone to the Mountain Democrat one hour prior to meeting time.

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Steven Palmer, PE, General Manager

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Date

**CONFORMED AGENDA**

**SPECIAL JOINT MEETING**

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
BOARD OF DIRECTORS AND FINANCE COMMITTEE**

**6425 MAIN STREET, GEORGETOWN, CA 95634**

**Thursday, June 29, 2017  
10:00 AM**

**MISSION STATEMENT**

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

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**1. CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE**

*The special joint meeting of the Board of Directors and Finance Committee was called to order at 10:00 AM. President Uso stated that since the Board was about to make some very important decisions, he read the Board's Mission Statement to serve as a guideline for making these decisions.*

**PRESENT:**

*Board of Directors: David Halpin, Jesse Hanschild, Carl Hoelscher, Dane Wadle, and Lon Uso  
Finance Committee: Dennis Goodenow, Donna Bruss, and Rick Gillespie  
Legal Counsel: Kerry Fuller of Churchwell White  
Staff: Steve Palmer, General Manager, and Gloria Omania, Board Assistant*

**2. ADOPTION OF AGENDA**

***Motion by Director Hoelscher to approve the agenda. Second by Director Hanschild.***

*Dennis Goodenow stated for the record that the Finance Committee, as an advisory committee to the Board of Directors, does not have voting rights.*

***The motion passed unanimously.***

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*No public comment.*

#### **4. Review and Approve Minutes of the Board Meeting of June 13, 2017**

**Possible Board Action:** Approve the minutes of the Board meeting of June 13, 2017

***Motion by Director Hoelscher to approve the minutes. Second by Director Hanschild.***

***Public Comment: None***

***The motion passed unanimously.***

#### **5. Review and Adopt Resolution 2017-07 Approving the 5-year Capital Improvement Plan**

**Possible Board Action:** Adopt Resolution 2017-07 approving the 5-year Capital Improvement Plan.

***Motion by Director Hanschild to adopt Resolution 2017-07 approving the 5-year Capital Improvement Plan. Second by Director Halpin.***

*General Manager Palmer reminded the Board that the 5-year Capital Improvement Plan is a budget planning tool that does not allocate funds and requires updating each year. The first year of the plan has been incorporated into the FY 2017-2018 budget; the remaining years are just a plan. He then summarized the changes incorporated into the plan after having received direction from the Board. He also provided some additional details on some of the projects.*

*As an example of why this document requires regular updating, Mr. Palmer told the Board that just yesterday the District received a letter of Division of Dam Safety requiring a condition assessment of the spillway at Stumpy by September. This is response to the Orville Dam catastrophe; they're trying to identify high risk dams by September. This is not in the CIP and will be added.*

*Dennis Goodenow stated that when the Finance Committee reviewed the plan, there was some confusion with the tank recoating and relining language. He suggested removing the word "annual" and adding "program" to clarify.*

*Mr. Goodenow then asked the General Manager if the fairly comprehensive list of equipment and assets being prepared by RCAC for the rate study would serve as a major driver to the Capital Improvement Plan, or is there a need to do another assessment.*

*Mr. Palmer indicated that this is a good starting point, but an integrated asset management program that is regularly updated and integrated into the Capital Improvement Program is needed.*

*Rick Gillespie stated he has been on the Finance Committee for almost six years and this is the first time that he has seen a document that is this well written and has information for the Board to truly*

consider. He thanked the General Manager for putting it together. Expressions of agreement were received from the others with Director Hanschild adding that the General Manager was just hired.

**Director Hanschild amended his motion to require a correction to the CIP to clarify the tank recoating project. Director Halpin agreed to the amendment.**

**The amended motion passed unanimously.**

## **6. Review and Adopt Resolution No. 2017-09 Approving the FY 2017/18 Budget**

**Possible Board Action:** Adopt Resolution 2017-09 approving the FY 2017/18 Budget.

*General Manager Steve Palmer presented the proposed budget with a slide presentation. This generated Q&A and included lengthy discussion about the recommended organizational chart that the General Manager stated was needed to create a functional organization for the District.*

*After a short break, the meeting was called back to session by Director Uso at 11:40 am.*

*Director Uso then asked the Finance Committee to have their own discussion and take their own vote on the proposed budget. The following is a record of the Finance Committee's discussion and action on the FY 2017/18 Budget.*

*Finance Committee Chair Dennis Goodenow indicated that he wanted to take the budget and the organizational chart separately. He stated that the proposed budget clearly demonstrates a spending plan that is appropriate for the District and includes the level of detail and a narrative that supports the need for the District to spend those dollars. Mr. Goodenow entertained a motion for the Finance Committee to approve the budget as presented.*

*Rick Gillespie concurred and stated that he is hopeful the District will be successful with a Prop 218 rate increase to provide the required funds. He added that he feels the General Manager looked at things and took suggestions from the Committee and the Board in developing the budget. He stated he is confident that the General Manager and the Board can move ahead with the budget.*

**Motion by Rick Gillespie to adopt the FY 2017-2018 Budget. Second by Donna Bruss.**

**The motion passed unanimously.**

*Mr. Goodenow then directed the discussion to the organizational chart. He stated that it thinks it is well done and presents a structure that is necessary to run the district in the next year, but feels the process of not including the public in workshops and not having the level of detail necessary to create that public confidence. Mr. Goodenow stated that the organizational chart is a long-term commitment. He recommended against making any changes until an independent or in-house analysis of staffing needs that includes additional data and information to present to the public.*

*Rick Gillespie stated that after meeting with him, the General Manager made the suggested changes. He indicated his support for the recommended organization chart with the understanding that it can be changed.*



*Donna Bruss shared her thoughts that recommended staffing for the current fiscal year has been justified with the documentation presented, but feels additional positions requires additional analysis (in-house or otherwise).*

*Mr. Palmer clarified that the color coding on the organizational chart shows the budgeted and unbudgeted positions.*

***Motion by Rick Gillespie to support the organizational chart with the reclassification of the Office Manager position and the addition of one Water Quality Manager position. Second by Donna Bruss.***

***The motion passed unanimously.***

*The Board acknowledged the recommendations of the Finance Committee.*

*Director Wadle stated he agreed with the Finance Committee and understands why the General Manager wants to show what needs to be done to meet the staffing needs. For the purposes of this balance approve reclassification and additional Water Quality Manager.*

***Motion by Director Wadle to approve Resolution 2017-09 to adopt the FY 2017-2018 budget with the revised organizational chart reflecting a reclassification and one new position. Second by Director Hanschild.***

***No public comment.***

***The motion passed unanimously.***

#### **7. Provide Direction to Staff on the Future of the Finance Committee.**

**Possible Board Action:** Provide direction to Staff on whether to recruit new Committee members, reappoint the three current members whose terms are expiring on June 30, 2017, suspend the Committee, or other direction as appropriate.

*Steve summarized the report that all members of the Finance Committee have terms have expired or will be expired.*

*In response to the Board's invitation, Rick Gillespie and Donna Bruss indicated they would be willing to continue to serve on the committee. Director Uso expressed his gratitude.*

*The Board directed staff to recruit new members with an expanded outreach (i.e. placing ads).*

*It was determined that the committee will not meet until additional members can be recruited at which time the committee will be reconstituted.*

#### **8. Authorize the General Manager to submit written comments to the State Water Resources Control Board on its preparation of a plan for a Low-Income Water Rate Assistance Program, established through Assembly Bill 401 (Dodd, 2015), the Low-Income Water Rate Assistance Act.**

**Possible Board Action:** Authorize General Manager to submit written comments to the SWRCB on its plan for a Low-Income Water Rate Assistance Program.

*Mr. Palmer stated he learned about this matter at the ACWA Conference. ACWA has prepared talking points for its members to weigh in during the public comment period.*

***Motion by Director Hanschild to authorize the General Manager to submit written comments to the SWRCB on its plan for a Low-Income Water Assistance Program. Second by Director Hoelscher.***

***The motion passed unanimously.***

**9. NEXT MEETING DATE AND ADJOURNMENT** –Next regular meeting: July 11, 2017, at 2:00 PM, at the Georgetown Divide Public Utility District Office

*The meeting adjourned at 12:27 p.m.*

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 Steve Palmer, General Manager, 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 in the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on June 26, 2017.

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Steven Palmer, PE, General Manager

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Date

**CONFORMED AMENDED AGENDA  
REGULAR MEETING  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS  
6425 MAIN STREET, GEORGETOWN, CALIFORNIA  
TUESDAY, JULY 11, 2017  
2:00 P.M.**

**MISSION STATEMENT**

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**1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

*The meeting was called to order at 2:00 PM.*

*Present: Board of Directors: David Halpin, Jesse Hanschild, Carl Hoelscher, Lon Uso, and Dane Wadle. Legal Counsel: Barbara Brenner, Churchwell White. Staff: General Manager Steve Palmer, Operations Manager Darrell Creeks, Engineering Consultant George Sanders; Board Assistant Gloria Omania*

**2. ADOPTION OF AGENDA**

*Director Wadle stated that he wanted to pull Item 6E since he has learned the bill will be amended and there is no longer a need for Board action.*

***Motion by Director Hoelscher to pull Item 6E from the agenda. Second by Director Wadle.***

***No public comment.***

***The motion passed unanimously.***

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*Bill Johnson of Greenwood addressed the Board about the need for road maintenance on Chipiona Way. He said he attempted to make the repairs himself, but doesn't have the proper*

equipment. He pointed out that there are three excavators and commented he has observed a couple guys driving around in the truck. He commented that he knows how hard the District crew works, but thinks it would just take half a day to make these repairs.

Director Uso thanked Mr. Johnson for bringing this to the District's attention.

#### 4. **CONSENT CALENDAR**

**A. Approval of Minutes** – Emergency Meeting of June 29, 2017

**B. Financial Reports**

1. July 2017 – Payables
2. Month End Cash Disbursements Report
3. Month End Revenue and Expense Summary Report
4. Statement of Cash and Investment Balances

**C. Notice of Completion for Walton Treatment Plant Tank 1 Recoating**

**Possible Board Action** – Approve Consent Calendar.

*In response to Director Wadle's inquiry, Mr. Palmer indicated the minutes of the Special Meeting of July 29 will be on the next agenda.*

**Motion by Director Halpin to approve the Consent Calendar. Second by Director Wadle.**

**No public comment.**

**The motion passed unanimously.**

#### 5. **INFORMATIONAL ITEMS**

**A. President's Report**

*Director Uso described the emergency last week which required the closure of a portion of the ALT plant resulting in the production of less water and the need to immediately alert customers to conserve water over the 4<sup>th</sup> of July weekend.*

*Director Uso stated that it quickly became apparent that there is no viable mechanism for alerting customers of an emergency. He and the General Manager discussed the importance of implementing a system that gives the District the capability to reach out to customers at a moment's notice. He stated that he believes this matter falls under the General Manager's signatory authority and he should move forward to resolve this problem. Director Uso stated that he strongly feels that the Board needs to allow the General Manager to move forward to resolve this problem.*

*Director Uso also reported that he and the General Manager met with Supervisor Ranalli and took him on a tour of the Auburn Lake Trails Water Treatment Plant project and other District facilities. He thought the Supervisor was pleased with what he saw and learned, and was complimentary of the Board's work to get to this point and to accomplish this goal.*

**B. Board Reports**

*Director Hoelscher began by stating that his comments go along with what Bill Johnson said earlier. He reported that a friend of his informed him that a neighbor whose property*

overlooks the ALT Water Treatment Plant asked him why there are always three trucks at the plant. After comparing pay increases, Director Hoelscher commented that we're going for a rate increase and the optics of this is not good.

Steve Palmer responded that this is something that Staff has been discussing internally—how can we show the public the good work that the employees are doing. He stated that the District is working on tools to allow us to track, with better metrics, and report to the Board on what is being done each day.

Director Uso agreed that optics is important stating that he just wants to make sure it doesn't go beyond optics. It should be clearly established that the three trucks are there for a specific purpose that must do with the work of the District.

Operations Manager Darrell Creeks stated that the ALT Water Treatment Plant serves as a "hub" for the District. There are numerous trucks that go in and out of the plant every day for specific purposes-- the operator truck is there every day, the Zone guy goes there for supplies daily, the distribution crew goes in and out everyday, the ditch tenders communicate from there--so there are trucks in and out of there every day because it's a common hub.

Director Uso stated we all need to make sure we explain to our ratepayers what work is being done; that trucks are there for a specific purpose.

### **C. General Manager's Report**

General Manager Steve Palmer stated he did not have a written report this time, but wanted to report that he attended the State public hearing on the Low-Income Assistance Program. This is now law and the legislature is directing the State Water Resources Control Board to come up with a program to make sure water is affordable to everyone in the state. They basically gave the same presentation as the one at the ACWA Conference.

A lot of work still needs to be done—they don't know yet how they're going to fund this program and how to distribute the assistance to eligible recipients. ACWA representatives was there and did a good job representing the interest of the water agencies. They really emphasized that this has not been a collaborative process with the water board directing and dictating and not really listening to the stakeholder groups ACWA represents. The public could be better served by people who know how to run these programs and not water board staff from their offices.

Mr. Palmer stated that he didn't feel it was a very open meeting. Listening to comments and the state presenter's responses, it didn't appear they were really listening to stakeholders. They were dismissive and closed minded; it was discouraging, Mr. Palmer stated. The report from the SWRCB is due to the legislature in February 2018.

### **D. Operations Report**

Operations Manager Darrell Creeks summarized his written report stating that things are going smoothly right now, today. Despite the wet year, customers are still conserving a lot of water and 20% conservation seems to be the new normal. The lake is still 98% full.

*Mr. Creeks reported that the emergency repairs to the ALT filters was completed in four days and is working great. Some additional work was necessary and Staff is negotiating the additional cost with the contractor. Staff will bring this back to the Board if the additional costs exceeds the amount the Board approved.*

*Mr. Creeks described the issues with the filters and discussed the need for a maintenance plan—the importance of inspections every ten years or so to avoid these emergency situations. He indicated that he and the General Manager have had ongoing discussions about this.*

*The Operations Manager reported that the crews have been busy repairing leaks every day. The ground has really dried out and causing problems, most are minor, but still require attention. Staff is focusing first on areas where it is impacting private property before moving on to routine maintenance.*

*Additionally, the increased plant growth requires regular excavation to keep the water levels down in the ditches to prevent leaks. Mr. Creeks added that there has been so much excavation work that the excavator tracks have worn down.*

*Director Wadle commented that he appreciated the great work by the District crews, but a lot of maintenance have been deferred for way too long and now we're playing catch-up.*

*Director Uso stated that this is an important point to make to our constituent--that were finally trying to get a grip on all this deferred maintenance.*

#### **E. ALT Treatment Plant Update**

*Engineering Consultant George Sanders provided a slide presentation of the progress at the Auburn Lake Trails Water Treatment Plant project, providing some detail on the activities at the work site.*

*Mr. Sanders summarized his written report describing the current activities of the consultants and contractor working on the project. He reported that the project is on schedule and on budget.*

*Mr. Sanders also updated the Board that Staff is preparing the final payment request on the EPA grant, and has been successful in the prompt processing of disbursement claims on the State Revolving Fund loan.*

### **6. NEW BUSINESS**

#### **A. Consider Rejecting all Bids for Automated Meter Reading and Meter Replacement Project**

##### **Possible Board Action - Adopt a resolution rejecting the bid**

*The General Manager described the Automated Meter Reading and Meter Replacement Project. He stated that it was the Grand Jury's recommendation to move forward with this project, but the District is not able to fund it; and does not qualify for a loan now.*

*In response to Director Uso's question, Mr. Palmer stated this has not been a waste of time. The cost to re-bid the project will now be minimal since much of the work has already been done.*

***Motion by Director Hoelscher to adopt Resolution 2017-11 rejecting all bids for the meter replacement project. Second by Director Hanschild.***

***No public comments.***

***The motion passed unanimously.***

**B. Professional Services Agreement for Auburn Lake Trails Community Disposal System Engineering Evaluation and Associated Budget Increase**

**Possible Board Action – Adopt a Resolution authorizing a budget increase of \$35,680 from Wastewater Operating Fund 40 (ALT Zone) reserves to Account 40-5080-6700, and authorizing the General Manager to execute a Professional Services Agreement with Bennett Engineering Services for an amount not to exceed \$85,680 for the Engineering Evaluation of the Auburn Lake Trails Community Disposal System.**

*Mr. Palmer described the RFP and selection process, the scope of work, as well as the State requirements and its deadline for completion. He stated the initial estimate was for \$85,680, and was able to negotiate it down to approximately \$69K. Mr. Palmer further reported that the State is open to providing an extension for completing the project. He asked for authorization to move forward with the agreement with Bennett Engineering Services.*

*Director Uso expressed his appreciation at the General Manager's successful efforts to negotiate a lower amount.*

***Motion by Director Hoelscher to adopt the corrected Resolution 2017-12 that reduces the not-to-exceed amount from \$85,680 to \$70,000. Second by Director Hanschild.***

***There was no public comment.***

***The motion passed unanimously.***

**C. First Reading of an Ordinance Certifying Annual Direct Charges-Fees and Assessments**

**Possible Board Action - Introduce, read by title only, and waive first reading of an ordinance levying annual assessments and tax liens for unpaid charges**

*Mr. Palmer presented red-line changes to the version of the Ordinance that was included in the agenda packet. He stated that changes can be made between the first and second reading of the Ordinance. There is still opportunity for customers to make payment on a delinquent bill before the second reading at the next meeting.*

***Motion to Director Hoelscher to introduce Ordinance 2017-01, read by title only, and waive first reading of Ordinance 2017-01 levying annual assessments and tax liens for unpaid charges. Second by Director Hanschild.***

***There was no public comment.***

***The motion passed unanimously.***

**D. Review and Approve Professional Services Agreement for ECORP Consulting, Inc.**

**Possible Board Action - Adopt a Resolution authorizing the General Manager to execute a Professional Services Agreement with ECORP in the amount of \$26,165 for Reservoir and Stream Gauging Improvements**

*The General Manager described the services that will be provided by this agreement as mandated by Senate Bill 88 (2015) which requires additional monitoring, measuring and reporting of all the diversions into Stumpy Meadows Reservoir. Because of the cost of all that is required, the work is being done in phases. The first phase is to prepare a work plan outlining how State requirements will be met, as well as the installation of the gauge at Stumpy to make that data available as soon as possible.*

*Director Uso stated that the public is not aware that the District is faced with more and more unfunded mandates from the State every year that causes our finances to blow up. This is information that I need to communicate with my constituents, he added.*

**Motion by Director Hanschild to adopt Resolution 2017-13 authorizing the General Manager to execute a Professional Services Agreement with ECORP in the amount of \$26,165 for Reservoir and Stream Gauging Improvements. Second by Director Hoelscher.**

**No public comment.**

**The motion passed unanimously.**

**E. Review California Assembly Bill 1479 establishing civil penalties in processing California Public Records Act requests and mandating that every local agency assign an individual as the custodian of records**

**Possible Board Action – Authorize the General Manager to submit comments on State Assembly Bill 1479**

*This item was pulled from the agenda.*

**F. Review and provide direction on revisions to the method at which Board members are elected**

**Possible Board Action – Provide direction**

*General Manager Steve Palmer described the current election method and the possible alternatives the Board could consider.*

*Director Uso stated that he brought this to the Board at the last meeting and provided information on the Ordinance adopted by the South Tahoe Public Utility District to change the method by which their Directors are elected at large. Director Uso explained it made a lot more sense to have the top vote getters be elected rather than having candidates chasing individual seats that are not tied to any geographic zone or area. You would then have the best candidates elected, in the opinion of the voters. The way we do it now just doesn't make sense, stated Director Uso.*

*Director Halpin stated that he ran for Seat 5, but had no understanding of the logic behind picking a number and then running at large.*



*Legal Counsel Barbara Brenner agreed that it doesn't make sense -- either you're elected at large or you're not. If you're not elected at large, you usually have a territory to represent, like the Board of Supervisors. Those are the two ways to do it.*

*Director Uso stated that the district is too small to designate areas of representation. We want the best to be running and willing to represent every one wherever they live, he added.*

*Director Halpin stated that when you have designated seats, you're setting up a partisanship that's not helpful.*

*Acknowledging that there is a movement toward districts having districts, Director Wadle commented that having designated seats and running at large doesn't make sense under the current scenario. He added that this should be straight forward for the county and cheaper than having to create districts.*

*Board President Uso acknowledged requests to comment from the public.*

*Bill Johnson pointed out that a majority of the Board members are from Auburn Lake Trails. He stated that the ALT has the population to pull all the votes and it is not fair for people outside ALT.*

*Mr. Johnson pointed to the approval of Resolution 2017-12 as an example of how Board action has benefitted the Auburn Lake Trails. Director Uso clarified that the funds for this State-required project comes from the Zone account which is paid 100% by ALT customers.*

*It was also clarified for Mr. Johnson that the ALT Water Treatment Plant serves areas beyond the ALT; i.e. Cool, part of Garden Valley, Pilot Hill.*

*In response to Director Hanschild's inquiry, Operations Manager Darrell Creeks stated that the percentage of water treated at ALT and Walton is about 50-50.*

*Mr. Johnson acknowledged the clarifications provided by the Board and Staff and stated that he stands corrected.*

*Director Uso thanked Mr. Johnson for speaking up and allowing the Board and Staff to correct misinformation; he encouraged Mr. Johnson to share this information with others.*

*The matter of renaming the two plants (Walton and Auburn Lake Trails) was also raised. Director Uso stated that at some point in time the Board should consider changing the designation of the two plants.*

*Mike Saunders of Cool indicated he agreed with the South Tahoe Ordinance and feels at large seats is probably the best way to go.*

*The Board directed the General Manager to have Legal Counsel draft an Ordinance for the Board's consideration.*

*Director Hoelscher acknowledged the excellent arguments have been raised, but feels strongly that the election method can be done more equitably by precincts, and it would not be difficult for the Elections Board. He reminded the Board that he was the first one to bring this up back in February.*

**G. Review status of emergency at Auburn Lake Trails Water Treatment Plant and consider continuation or termination of the finding of an existing emergency situation that requires action.**

**Possible Board Action – By a 4/5 vote of the Board determine whether to continue the finding of an emergency situation that requires action or terminate the finding of emergency situation that requires action**

*The General Manager reported on the need to officially terminate the emergency situation with the adoption of Resolution 2017-14. Mr. Palmer and the Operations Manager provided additional details on the filter repair work and explained the additional costs that is now being negotiated with the contractor.*

*Director Uso stated that he liked the fact that the General Manager is a negotiator to get the best deal on behalf of the District.*

***Motion by Director Hoelscher to adopt Resolution 2017-14 terminating the emergency. Second by Director Hanschild.***

***Public Comment:*** *Ed Rau stated that he has worked in water district industry for years, explained his understanding of the situation, and asked if Staff had looked at the other two sections of the filter. Staff responded affirmatively.*

***The motion passed unanimously.***

**7. 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.**

*None.*

**8. NEXT MEETING DATE AND ADJOURNMENT – Next regular meeting August 8, 2017, at 2:00 PM, at the Georgetown Divide Public Utility District office.**

Meeting adjourned at 3:20 p.m.

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 Steve Palmer 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 7, 2017.

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Steven Palmer, PE, General Manager

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Date

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**Accounts Payable - August 2017**

Name Description	Amount	Account	Amount
All Cycles	\$761.91	5146	\$135.14
		5246	\$135.14
		5346	\$212.85
		5446	\$241.26
		5238	\$37.52
American Messaging	\$10.73	5244	\$10.73
Aqua Sierra Controls, Inc.	\$5,583.16	6780	\$5,583.16
AT&T-Monthly Service	\$852.91	5344	\$270.58
		5544	\$219.65
		5644	\$193.95
		6744	\$101.84
		30-1226	\$66.89
BJ Pest Control	\$300.00	5676	\$300.00
Caltronics-Copier contract-copy charges	\$377.67	5640	\$377.67
Churchwell White	\$9,034.60	5636	\$9,034.60
Corbin Willits Service	\$573.20	5580	\$573.20
Customer refunds	\$148.33	2010	\$148.33
De Lang-Copier Lease	\$228.20	5640	\$228.20
De Lang-Formax Machine Lease	\$185.65	5640	\$185.65
Diamond Well Drilling	\$545.00	5384	\$80.00
		5484	\$465.00
D&S Sales, INC	\$3,278.93	5438	\$270.99
		5439	\$3,007.94
Director Payments:			
Halpin, Dave July 2017 Stipend	\$400.00	5670	\$400.00
Hanschid, Jesse- July 2017 Stipend	\$400.00	5670	\$400.00
Hoelscher, Carl- July 2017 Stipend	\$400.00	5670	\$400.00
Uso, Lon- July 2017 Stipend	\$400.00	5670	\$400.00
Wadle, Dane- July 2017 Stipend	\$400.00	5670	\$400.00
Ditch Witch Norther CA	\$1,048.42	5438	\$1,048.42
Divide Auto Parts	\$494.93	5138	\$51.38
		5338	\$84.64
		5438	\$180.84
		5638	\$96.44
		6738	\$81.63
Divide Supply, Inc	\$558.93	5338	\$276.10
		5438	\$223.84
		5638	\$58.99
Ecorp Consulting, Inc	\$3,132.37	5128	\$3,132.37
El Dorado County	\$118.00	5284	\$118.00
El Dorado Disposal	\$313.92	5344	\$210.34
		5644	\$103.58
ERS Industrial Services, Inc	\$39,032.48	5380	\$39,032.48
Fechter & Co CPA	\$4,233.00	5627	\$4,233.00
Garden Valley Feed & Hardware	\$274.30	5438	\$274.30

GCR	\$869.85	5438	\$413.61
		5480	\$456.24
GEI Consultants	\$632.50	5180	\$632.50
George Sanders	\$240.00	09-1650	\$240.00
Georgetown Ace Hardware	\$107.13	5138	\$107.13
GDPUD-Petty Cash	\$115.79		\$115.79
Goodyear	\$657.67	5146	\$164.41
		5246	\$164.42
		5346	\$164.42
		5446	\$164.42
Grainger	\$686.40	5438	\$686.40
Harston Chiropractic	\$100.00	5284	\$100.00
Home Depot	\$438.97	5338	\$275.88
		5638	\$126.99
		6738	\$36.10
Medical Eye Services	\$309.18	5118	\$18.74
		5218	\$46.85
		5318	\$18.74
		5418	\$28.11
		5518	\$18.74
		5618	\$168.63
		6718	\$9.37
MJT Enterprises, Inc-Temporary Labor	\$9,712.79	5111	\$2,462.40
		5211	\$2,553.60
		5511	\$3,540.39
		5611-010	\$999.60
		09-5611	\$117.60
		5611	\$39.20
Mobile Mini-Storage Rental	\$184.39	5639	\$184.39
Morris Electric	\$752.00	5380	\$752.00
NTU Technologies, Inc	\$6,764.79	5338	\$7,255.24
		2132	-\$490.45
Palmer, Steve	\$58.16	5641	\$58.16
Pape	\$1,860.84	5239	\$1,860.84
PG&E-Utilities Electric	\$18,381.43	5344	\$15,993.49
		5444	\$530.47
		5644	\$1,179.44
		6744	\$678.03
Powernet Global	\$148.75	5644	\$148.75
Premier Access Dental	\$2,482.54	5118	\$111.56
		5218	\$223.12
		5318	\$55.78
		5418	\$223.12
		5518	\$111.56
		5618	\$1,645.84
		6718	\$111.56
Proline Cleaning Services, Inc	\$250.00	5676	\$250.00
Robinson Enterprise-Gasoline & Diesel	\$4,123.92	5148	\$471.20
		5248	\$1,364.00

		5348	\$367.02
		5448	\$1,791.85
		6748	\$129.85
Robinson Sand & Gravel	\$608.64	5438	\$608.64
Rocklin Saw Works	\$472.50	5180	\$236.25
		5280	\$236.25
W. Rosenau Motor Rewinding, INC.	\$3,260.88	5380	\$1,150.00
		5338	\$2,110.88
Santander	\$1,230.88	2113	\$1,099.85
		5610	\$131.03
Sierra Chemical Company	\$4,285.22	5338	\$4,285.22
Sierra Heavy Equipment Repair	\$240.00	5146	\$80.00
		5246	\$80.00
		5446	\$80.00
Sierra Safety Company	\$703.55	5138	\$132.14
		5238	\$307.14
		5438	\$264.27
Siren & Associates	\$1,901.50	5680	\$1,376.50
		6780	\$525.00
USA Blue Book	\$528.89	5238	\$68.00
		5338	\$324.89
		5438	\$68.00
		6738	\$68.00
USA North	\$528.94	5489	\$528.94
Lon Uso	\$120.38	5642	\$120.38
Vaughn Johnson, CPA	\$3,000.00	5680	\$3,000.00
Vavrinek,Trine, Day & Co	\$4,567.50	5680	\$4,567.50
Verizon Wireless	\$294.45	5344	\$27.26
		5444	\$106.98
		5644	\$133.47
		6744	\$26.74
<b>Total General Fund</b>	<b>\$143,707.07</b>		<b>\$143,707.07</b>

<b>RETIREE FUND</b>			
AARP Medicare Rx - M. Davis	\$33.40	12-5668	\$33.40
Anthem Blue Cross-Retiree Insurance Prem. 8/1/17-8/31/17	\$265.19	12-1157	\$265.19
Anthem Blue Cross-Retiree Insurance Prem. 8/1/17-8/31/17	\$265.19	12-5668	\$265.19
Anthem Blue Cross-Retiree Insurance Prem. 8/1/17-8/31/17	\$227.97	12-5668	\$227.97
Anthem Blue Cross-Retiree Insurance Prem. 8/1/17-8/31/17	\$292.50	12-5668	\$292.50
Anthem Blue Cross-Retiree Insurance Prem.	-\$319.83	12-5668	-\$319.83
Blue Shield of CA-J. St Dennis 6/1/17-6/30/17	\$169.00	12-5668	\$169.00
Blue Shield of CA-E. Leu 8/1/17-10/31/17	\$800.00	12-5668	\$800.00
Blue Shield of CA-J. Leu 8/1/17-10/31/17	\$639.00	12-5668	\$639.00
<b>Total Retiree Fund</b>	<b>\$2,372.42</b>	<b>FUND #12</b>	<b>\$2,372.42</b>

<b>STUMPY MEADOWS EMERGENCY RESERVE FUND (SMERF)</b>			
Wells Farge SRF	\$2,296.95	1115	\$2,296.95
<b>Total SMERF Fund</b>	<b>\$2,296.95</b>	<b>FUND#29</b>	<b>\$2,296.95</b>

<b>ALT WTP RETROFIT PROJECT</b>			
<i>George Sanders</i>	\$5,883.20	7124	\$5,883.20
MJT Enterprises, Inc-Temporary Labor	\$548.80	5611	\$548.80
Myers & Sons Construction LP	\$439,850.00	5323	\$439,850.00
Psomas	\$29,155.50	5324	\$29,155.50
Rive City Rentals	\$500.00	5325	\$500.00
Youngdahl	\$5,328.00	7124	\$5,328.00
	<b>\$481,265.50</b>	<b>FUND# 35/20/24</b>	<b>\$481,265.50</b>

<b>Capital Reserve Fund</b>			
Coleman Roofing	\$500.00	5680	\$500.00
Community Development Agency	\$1,462.63	5284	\$1,462.63
Olympus & Associates, Inc	\$114,645.76	5323	\$114,645.76
<b>Total Capital Reserve Fund</b>	<b>\$116,608.39</b>	<b>Fund #43</b>	<b>\$116,608.39</b>

<b>KELSEY SOUTH DEBT SERVICE FUND</b>			
Department of Water Resources	\$179,541.59	2115	\$177,518.27
		2138	\$2,023.32
<b>Total Kelsey South Debt Service Fund</b>	<b>\$179,541.59</b>	<b>Fund #52</b>	<b>\$179,541.59</b>

<b>TOTAL ALL FUNDS IN GENERAL ACCOUNT</b>	<b>\$925,791.92</b>		<b>\$925,791.92</b>
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Approved for Payment:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
General Manager

Georgetown Divide PUD  
Check Register August AP

Check Number	Check Date	Vendor # (Name)	Amount
27999	7/19/17	CAL18 (California State Disbursement Unit)	\$366.92
28000	7/19/17	ICM02 (ICMA-R.T.-457 (ee))	\$1,179.75
28001	7/19/17	IUO01 (IUOE, LOCAL 39)	\$307.41
28002	7/19/17	IUO02 (PEU LOCAL #1)	\$99.73
28003	7/18/17	AAR01 (AARP MEDICARERX SAVER PLUS, PDP)	\$33.40
28004	7/18/17	BLU01 (ANTHEM BLUE CROSS)	\$731.02
28005	7/18/17	BLU04 (BLUE SHIELD OF CALIFORNIA)	\$169.00
28006	7/18/17	BLU07 (BLUE SHIELD OF CALIFORNIA)	\$1,439.00
28007	7/18/17	DEL05 (DELAGE LANDEN, INC)	\$413.85
28008	7/18/17	EDC01 (EL DORADO COUNTY TRANSPORTATION DIVISION)	\$118.00
28009	7/18/17	MED01 (MEDICAL EYE SERVICES)	\$309.18
28010	7/18/17	MOB01 (MOBILE MINI, LLC-CA)	\$184.39
28011	7/18/17	OLY02 (OLYMPUS AND ASSOCIATES, INC)	\$114,645.76
28012	7/18/17	PRE01 (PREMIER ACCESS INS CO)	\$2,482.54
28013	7/18/17	ROB02 (ROBINSON ENTERPRISES)	\$1,986.79
28014	7/19/17	MAD01 (KYLE MADISON)	\$391.39
28015	7/19/17	CRO02 (CHRISTINA CROSS)	\$49.86
28016	7/19/17	MAD01 (KYLE MADISON)	\$134.03
28017	7/25/17	DWR01 (DEPT. OF WATER RESOURCES)	\$179,541.59
28018	8/1/17	AFL01 (AMERICAN FAMILY LIFE INS)	\$1,345.58
28019	8/1/17	CAL18 (California State Disbursement Unit)	\$366.92
28020	8/1/17	ICM02 (ICMA-R.T.-457 (ee))	\$1,179.75
28021	8/1/17	IUO01 (IUOE, LOCAL 39)	\$307.41
28022	8/1/17	IUO02 (PEU LOCAL #1)	\$99.73
28024	8/8/17	ALL01 (ALLEN KRAUSE)	\$761.91
28025	8/8/17	AME08 (AMERICAN MESSAGING)	\$10.73
28026	8/8/17	AQU01 (AQUA SIERRA CONTROLS INC.)	\$5,583.16
28027	8/8/17	ATT02 (AT&T )	\$852.91
28028	8/8/17	BJP01 (BJ PEST CONTROL)	\$300.00
28029	8/8/17	CAL16 (CALTRONICS BUSINESS SYSTEMS CORP.)	\$377.67
28030	8/8/17	CHU02 (CHURCHWELL WHITE, LLP)	\$9,034.60
28031	8/8/17	COL04 (COLEMAN ROOFING)	\$500.00
28032	8/8/17	COM02 (COMMUNITY DEVELOPMENT AGENCY)	\$1,462.63
28033	8/8/17	CWS01 (CORBIN WILLITS SYS. INC.)	\$573.20
28034	8/8/17	D&S01 (VERNON DETTMAN)	\$3,278.93
28035	8/8/17	DIA02 (DIAMOND WELL DRILLING COMPANY, INC)	\$545.00
28036	8/8/17	DIT01 (DITCH WITCH EQUIPMENT COMPANY, INC)	\$1,048.42
28037	8/8/17	DIV05 (PLACERVILLE AUTO PARTS, INC)	\$494.93
28038	8/8/17	ECO01 (ECORP CONSULTING, INC.)	\$3,132.37
28039	8/8/17	ELD16 (EL DORADO DISPOSAL)	\$313.92

28040	8/8/17 ERS01 (ERS INDUSTRIAL SVCS, INC.)	\$39,032.48
28041	8/8/17 FEC01 (FECHTER & COMPANY)	\$4,233.00
28042	8/8/17 GAR02 (GARDEN VALLEY FEED & HDW.)	\$274.30
28043	8/8/17 GCR01 (GCR TIRE CENTER #1190)	\$869.85
28044	8/8/17 GEI02 (GEI Consultants, Inc.)	\$632.50
28045	8/8/17 GEO01 (GEORGETOWN ACE HDW)	\$107.13
28046	8/8/17 GEO03 (STEPHANIE BECK)	\$115.79
28047	8/8/17 GEO04 (DIVIDE SUPPLY INC.)	\$558.93
28048	8/8/17 GEO12 (GEORGE SANDERS)	\$6,123.20
28049	8/8/17 GOO01 (THE GOODYEAR TIRE & RUBBER COMPANY)	\$657.67
28050	8/8/17 GRA01 (GRAINGER, INC.)	\$686.40
28051	8/8/17 HAR08 (KEITH HARSTON, DC)	\$100.00
28052	8/8/17 HOM01 (HOME DEPOT CREDIT SERVICE)	\$438.97
28053	8/8/17 MJT01 (MJT ENTERPRISES, INC.)	\$10,261.59
28054	8/8/17 MOR01 (MORRIS ELECTRIC)	\$752.00
28055	8/8/17 MYE01 (Myers and Sons)	\$439,850.00
28056	8/8/17 NTU01 (NTU TECHNOLOGIES, INC.)	\$6,764.79
28057	8/8/17 PAC02 (PACIFIC GAS & ELECTRIC)	\$18,381.43
28058	8/8/17 PAL01 (STEVE PALMER)	\$58.16
28059	8/8/17 PAP02 (PAPE' MATERIAL HANDLING)	\$1,860.84
28060	8/8/17 POW01 (POWERNET GLOBAL COMM.)	\$148.75
28061	8/8/17 PRO04 (PAUL FUNK)	\$250.00
28062	8/8/17 PSO01 (PSOMAS)	\$29,155.50
28063	8/8/17 RIV02 (RIVER CITY RENTALS)	\$500.00
28064	8/8/17 ROB01 (DON ROBINSON)	\$608.64
28065	8/8/17 ROB02 (ROBINSON ENTERPRISES)	\$2,137.13
28066	8/8/17 ROC02 (KENNETH D. WELSH)	\$472.50
28067	8/8/17 ROS03 (WOLFGANG ROSENAU)	\$3,260.88
28068	8/8/17 SAN02 (Santander Leasing)	\$1,230.88
28069	8/8/17 SIE06 (SIERRA CHEMICAL CO.)	\$4,285.22
28070	8/8/17 SIE10 (SIERRA SAFETY)	\$703.55
28071	8/8/17 SIE12 (MICHAEL S. SALLAC)	\$240.00
28072	8/8/17 SIR01 (REBECCA SIREN)	\$1,901.50
28073	8/8/17 USA01 (UNDERGROUND SERVICE ALERT)	\$528.94
28074	8/8/17 USA03 (USA BLUE BOOK)	\$528.89
28075	8/8/17 USO01 (LONDRES USO)	\$120.38
28076	8/8/17 VAU01 (VAUGHN JOHNSON)	\$3,000.00
28077	8/8/17 VAV01 (VAVRINEK, TRINE, DAY & CO., LLP)	\$4,567.50
28078	8/8/17 VER01 (VERIZON WIRELESS)	\$294.45
28079	8/8/17 WEL02 (WELLS FARGO BANK, NA)	\$2,296.95
28080	8/8/17 YOU01 (YOUNGDAHL CONSULTING GRP.)	\$5,328.00
28081	8/8/17 \B002 (BARNETT, WILLIAM/GWEN )	\$11.26
28082	8/8/17 \L002 (LYNCH, ANDREW AND KATRINA )	\$40.72
28083	8/8/17 \M004 (MORONO, RICHARD/DIANE )	\$96.35



Georgetown Divide Public Utility District  
 Cash Disbursements  
 Jun-17

Check Number	Check Date	Vendor # (Name)	Amount
27839	6/2/2017	OSW01 (GARRISON OSWALD)	977.71
27840	6/2/2017	OSW01 (GARRISON OSWALD)	954.81
27841	6/6/2017	HOM01 (HOME DEPOT CREDIT SERVICE)	2,247.96
27842	6/6/2017	POW01 (POWERNET GLOBAL COMM.)	166.43
27843	6/6/2017	VER01 (VERIZON WIRELESS)	382.28
27844	6/7/2017	AFL01 (AMERICAN FAMILY LIFE INS)	1,345.58
27845	6/7/2017	CAL18 (California State Disbursement Unit)	366.92
27846	6/7/2017	ICM02 (ICMA-R.T.-457 (ee))	1,179.75
27847	6/7/2017	IUO01 (IUOE, LOCAL 39)	316.73
27848	6/7/2017	IUO02 (PEU LOCAL #1)	97.4
27849	6/7/2017	PER01 (P.E.R.S)	8,014.50
27850	6/7/2017	PER01 (P.E.R.S)	34,049.54
27851	6/13/2017	ACW05 (ACWA/JPIA HEALTH)	31,614.36
27852	6/13/2017	ADT01 (ADT SECURITY SERVICES)	39.89
27853	6/13/2017	ADT01 (ADT SECURITY SERVICES)	147.39
27854	6/13/2017	ALLO1 (ALLEN KRAUSE)	744.3
27855	6/13/2017	AME08 (AMERICAN MESSAGING)	138.73
27856	6/13/2017	ARC02 (ARC )	184.45
27857	6/13/2017	BAC01 (B.A.C.C.S)	19,110.00
27858	6/13/2017	BEC01 (STEPHANIE BECK)	19.21
27859	6/13/2017	CAR08 (CSI )	59
27860	6/13/2017	CCS01 (CCSINTERACTIVE)	69
27861	6/13/2017	CLS01 (CLS LABS)	3,993.00
27862	6/13/2017	DIA01 (DIAMOND PACIFIC - AUBURN)	104.79
27863	6/13/2017	DIV05 (PLACERVILLE AUTO PARTS, INC)	575.31
27864	6/13/2017	ECO01 (ECORP CONSULTING, INC.)	1,909.86
27865	6/13/2017	EDC04 (EDC ENVIRONMENTAL MGMT)	281
27866	6/13/2017	EDL01 (ISAAC EDELMAN)	200
27867	6/13/2017	ELD16 (EL DORADO DISPOSAL)	310.74
27868	6/13/2017	EN201 (EN2 RESOURCES, INC)	3,567.48
27869	6/13/2017	FER02 (FERGUSON ENTERPRISES INC)	11,657.39
27870	6/13/2017	FOO01 (FOOTHILL ASSOCIATES)	6,508.37
27871	6/13/2017	GAR02 (GARDEN VALLEY FEED & HDW.)	38.4
27872	6/13/2017	GEO01 (GEORGETOWN ACE HDW)	142.89
27873	6/13/2017	GEO02 (GEORGETOWN GAZETTE)	40.9
27874	6/13/2017	GEO03 (STEPHANIE BECK)	146.85
27875	6/13/2017	GEO04 (DIVIDE SUPPLY INC.)	368.44
27876	6/13/2017	GEO12 (GEORGE SANDERS)	7,560.20
27877	6/13/2017	GOL01 (BEVERLY HOWARD)	254.18
27878	6/13/2017	GRA01 (GRAINGER, INC.)	1,204.42
27879	6/13/2017	HOL02 (HOLDREGE & KULL)	2,000.00

27880	6/13/2017	INS01 (INSTRUMENT & VALVE SERVICES COMPANY)	885.05
27881	6/13/2017	KWB01 (K&W Backflow)	14,000.00
27882	6/13/2017	MAD01 (KYLE MADISON)	264.32
27883	6/13/2017	MED01 (MEDICAL EYE SERVICES)	275.46
27884	6/13/2017	MJT01 (MJT ENTERPRISES, INC.)	16,241.36
27885	6/13/2017	NOR06 (NORTHERN SAFETY CO.)	117.53
27886	6/13/2017	PAC02 (PACIFIC GAS & ELECTRIC)	13,533.15
27887	6/13/2017	PAL01 (STEVE PALMER)	37.02
27888	6/13/2017	PIC02 (PICOVALE SERVICES, INC.)	530.02
27889	6/13/2017	PSO01 (PSOMAS)	30,505.50
27890	6/13/2017	RIE01 (RIEBES AUTO PARTS,LLC)	196.7
27891	6/13/2017	ROA01 (JOHN AND CHRISTINA ROACH)	100
27892	6/13/2017	ROB02 (ROBINSON ENTERPRISES)	2,244.70
27893	6/13/2017	ROY01 (KENNETH ROYAL)	1,010.00
27894	6/13/2017	SIE10 (SIERRA SAFETY)	318.69
27895	6/13/2017	SIE13 (SIERRA TRENCH PROTECTION)	122
27896	6/13/2017	SIR01 (REBECCA SIREN)	4,643.00
27897	6/13/2017	UNI06 (UNITEDHEALTHCARE INSURANCE CO)	145
27898	6/13/2017	USA03 (USA BLUE BOOK)	861.62
27899	6/13/2017	USB05 (U.S. BANK CORPORATE PAYMENT SYSTEM)	2,863.16
27900	6/13/2017	USP01 (POSTMASTER)	274
27901	6/13/2017	VAU01 (VAUGHN JOHNSON)	3,900.00
27902	6/13/2017	VAV01 (VAVRINEK, TRINE, DAY & CO., LLP)	1,927.50
27903	6/13/2017	WAL02 (WALKER'S OFFICE SUPPLY)	248.56
27904	6/13/2017	WEL02 (WELLS FARGO BANK, NA)	2,296.95
27905	6/13/2017	WHI02 (WHITE CAP CONST. SUPPLY)	382.88
27906	6/13/2017	YOU01 (YOUNGDAHL CONSULTING GRP.)	830
27907	6/13/2017	\C007 (COOPER, MICHAEL )	6.85
27908	6/20/2017	CAL18 (California State Disbursement Unit)	366.92
27909	6/20/2017	ICM02 (ICMA-R.T.-457 (ee))	1,179.75
27910	6/20/2017	IUO01 (IUOE, LOCAL 39)	303.57
27911	6/20/2017	IUO02 (PEU LOCAL #1)	97.4
27912	6/20/2017	PER01 (P.E.R.S)	7,967.09
27913	6/20/2017	PER01 (P.E.R.S)	0.99
27914	6/20/2017	AAR01 (AARP MEDICARERX SAVER PLUS, PDP)	33.4
27915	6/20/2017	BLU01 (ANTHEM BLUE CROSS)	845.24
27916	6/20/2017	BLU04 (BLUE SHIELD OF CALIFORNIA)	169
27917	6/20/2017	CAL16 (CALTRONICS BUSINESS SYSTEMS CORP.)	457.77
27918	6/20/2017	DEL05 (DELAGE LANDEN, INC)	413.85
27919	6/20/2017	HAC01 (HACH COMPANY)	800.62
27920	6/20/2017	MOB01 (MOBILE MINI, LLC-CA)	184.39
27921	6/20/2017	PRE01 (PREMIER ACCESS INS CO)	2,342.94
27922	6/20/2017	PRO04 (PAUL FUNK)	250
27923	6/20/2017	ROB02 (ROBINSON ENTERPRISES)	2,008.77

Total for Bank

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259,272.88

Georgetown Divide PUD  
June/July Cash Disbursements Report

Period	Check Number	Check Date	Vendor # (Name)	Net Amount
17-Jun	27839	6/2/17	OSW01 (GARRISON OSWALD)	\$977.71
	27840	6/2/17	OSW01 (GARRISON OSWALD)	\$954.81
	27841	6/6/17	HOM01 (HOME DEPOT CREDIT SERVICE)	\$2,247.96
	27842	6/6/17	POW01 (POWERNET GLOBAL COMM.)	\$166.43
	27843	6/6/17	VER01 (VERIZON WIRELESS)	\$382.28
	27844	6/7/17	AFL01 (AMERICAN FAMILY LIFE INS)	\$1,345.58
	27845	6/7/17	CAL18 (California State Disbursement Unit)	\$366.92
	27846	6/7/17	ICM02 (ICMA-R.T.-457 (ee))	\$1,179.75
	27847	6/7/17	IUO01 (IUOE, LOCAL 39)	\$316.73
	27848	6/7/17	IUO02 (PEU LOCAL #1)	\$97.40
	27849	6/7/17	PER01 (P.E.R.S)	\$8,014.50
	27850	6/7/17	PER01 (P.E.R.S)	\$34,049.54
	27851	6/13/17	ACW05 (ACWA/JPIA HEALTH)	\$31,614.36
	27852	6/13/17	ADT01 (ADT SECURITY SERVICES)	\$39.89
	27853	6/13/17	ADT01 (ADT SECURITY SERVICES)	\$147.39
	27854	6/13/17	ALL01 (ALLEN KRAUSE)	\$744.30
	27855	6/13/17	AME08 (AMERICAN MESSAGING)	\$138.73
	27856	6/13/17	ARC02 (ARC )	\$184.45
	27857	6/13/17	BAC01 (B.A.C.C.S)	\$19,110.00
	27858	6/13/17	BEC01 (STEPHANIE BECK)	\$19.21
	27859	6/13/17	CAR08 (CSI )	\$59.00
	27860	6/13/17	CCS01 (CCSINTERACTIVE)	\$69.00
	27861	6/13/17	CLS01 (CLS LABS)	\$3,993.00
	27862	6/13/17	DIA01 (DIAMOND PACIFIC - AUBURN)	\$104.79
	27863	6/13/17	DIV05 (PLACERVILLE AUTO PARTS, INC)	\$575.31
	27864	6/13/17	ECO01 (ECORP CONSULTING, INC.)	\$1,909.86
	27865	6/13/17	EDC04 (EDC ENVIRONMENTAL MGMT)	\$281.00
	27866	6/13/17	EDL01 (ISAAC EDELMAN)	\$200.00
	27867	6/13/17	ELD16 (EL DORADO DISPOSAL)	\$310.74
	27868	6/13/17	EN201 (EN2 RESOURCES, INC)	\$3,567.48
	27869	6/13/17	FER02 (FERGUSON ENTERPRISES INC)	\$11,657.39
	27870	6/13/17	FOO01 (FOOTHILL ASSOCIATES)	\$6,508.37
	27871	6/13/17	GAR02 (GARDEN VALLEY FEED & HDW.)	\$38.40
	27872	6/13/17	GEO01 (GEORGETOWN ACE HDW)	\$142.89
	27873	6/13/17	GEO02 (GEORGETOWN GAZETTE)	\$40.90
	27874	6/13/17	GEO03 (STEPHANIE BECK)	\$146.85
	27875	6/13/17	GEO04 (DIVIDE SUPPLY INC.)	\$368.44
	27876	6/13/17	GEO12 (GEORGE SANDERS)	\$7,560.20
	27877	6/13/17	GOL01 (BEVERLY HOWARD)	\$254.18
	27878	6/13/17	GRA01 (GRAINGER, INC.)	\$1,204.42

27879	6/13/17	HOL02 (HOLDREGE & KULL)	\$2,000.00
27880	6/13/17	INS01 (INSTRUMENT & VALVE SERVICES CO	\$885.05
27881	6/13/17	KWB01 (K&W Backflow)	\$14,000.00
27882	6/13/17	MAD01 (KYLE MADISON)	\$264.32
27883	6/13/17	MED01 (MEDICAL EYE SERVICES)	\$275.46
27884	6/13/17	MJT01 (MJT ENTERPRISES, INC.)	\$16,241.36
27885	6/13/17	NOR06 (NORTHERN SAFETY CO.)	\$117.53
27886	6/13/17	PAC02 (PACIFIC GAS & ELECTRIC)	\$13,533.15
27887	6/13/17	PAL01 (STEVE PALMER)	\$37.02
27888	6/13/17	PIC02 (PICOVALE SERVICES, INC.)	\$530.02
27889	6/13/17	PSO01 (PSOMAS)	\$30,505.50
27890	6/13/17	RIE01 (RIEBES AUTO PARTS,LLC)	\$196.70
27891	6/13/17	ROA01 (JOHN AND CHRISTINA ROACH)	\$100.00
27892	6/13/17	ROB02 (ROBINSON ENTERPRISES)	\$2,244.70
27893	6/13/17	ROY01 (KENNETH ROYAL)	\$1,010.00
27894	6/13/17	SIE10 (SIERRA SAFETY)	\$318.69
27895	6/13/17	SIE13 (SIERRA TRENCH PROTECTION)	\$122.00
27896	6/13/17	SIR01 (REBECCA SIREN)	\$4,643.00
27897	6/13/17	UNI06 (UNITEDHEALTHCARE INSURANCE CC	\$145.00
27898	6/13/17	USA03 (USA BLUE BOOK)	\$861.62
27899	6/13/17	USB05 (U.S. BANK CORPORATE PAYMENT S	\$2,863.16
27900	6/13/17	USP01 (POSTMASTER)	\$274.00
27901	6/13/17	VAU01 (VAUGHN JOHNSON)	\$3,900.00
27902	6/13/17	VAV01 (VAVRINEK, TRINE, DAY & CO., LLP)	\$1,927.50
27903	6/13/17	WAL02 (WALKER'S OFFICE SUPPLY)	\$248.56
27904	6/13/17	WEL02 (WELLS FARGO BANK, NA)	\$2,296.95
27905	6/13/17	WHI02 (WHITE CAP CONST. SUPPLY)	\$382.88
27906	6/13/17	YOU01 (YOUNGDAHL CONSULTING GRP.)	\$830.00
27907	6/13/17	\C007 (COOPER, MICHAEL )	\$6.85
27908	6/20/17	CAL18 (California State Disbursement Unit)	\$366.92
27909	6/20/17	ICM02 (ICMA-R.T.-457 (ee))	\$1,179.75
27910	6/20/17	IUO01 (IUOE, LOCAL 39)	\$303.57
27911	6/20/17	IUO02 (PEU LOCAL #1)	\$97.40
27912	6/20/17	PER01 (P.E.R.S)	\$7,967.09
27913	6/20/17	PER01 (P.E.R.S)	\$0.99
27914	6/20/17	AAR01 (AARP MEDICARERX SAVER PLUS, PE	\$33.40
27915	6/20/17	BLU01 (ANTHEM BLUE CROSS)	\$845.24
27916	6/20/17	BLU04 (BLUE SHIELD OF CALIFORNIA)	\$169.00
27917	6/20/17	CAL16 (CALTRONICS BUSINESS SYSTEMS CO	\$457.77
27918	6/20/17	DEL05 (DELAGE LANDEN, INC)	\$413.85
27919	6/20/17	HAC01 (HACH COMPANY)	\$800.62
27920	6/20/17	MOB01 (MOBILE MINI, LLC-CA)	\$184.39
27921	6/20/17	PRE01 (PREMIER ACCESS INS CO)	\$2,342.94
27922	6/20/17	PRO04 (PAUL FUNK)	\$250.00
27923	6/20/17	ROB02 (ROBINSON ENTERPRISES)	\$2,008.77
17-Jul	27925	7/5/2017 AFL01 (AMERICAN FAMILY LIFE INS)	\$1,345.58
	27926	7/5/2017 CAL18 (California State Disbursement Unit)	\$366.92

27927	7/5/2017	ICM02 (ICMA-R.T.-457 (ee))	\$1,179.75
27928	7/5/2017	IUO01 (IUOE, LOCAL 39)	\$299.85
27929	7/5/2017	IUO02 (PEU LOCAL #1)	\$97.40
27930	7/5/2017	ATT02 (AT&T )	\$853.51
27931	7/5/2017	CHU02 (CHURCHWELL WHITE, LLP)	\$7,488.91
27932	7/5/2017	CWS01 (CORBIN WILLITS SYS. INC.)	\$573.20
27933	7/5/2017	MOU03 (MOUNTAIN COUNTIES WRA)	\$4,125.00
27934	7/5/2017	MYE01 (Myers and Sons)	\$619,979.50
27935	7/5/2017	PAC02 (PACIFIC GAS & ELECTRIC)	\$15,294.94
27936	7/5/2017	POW01 (POWERNET GLOBAL COMM.)	\$172.49
27937	7/5/2017	ROB02 (ROBINSON ENTERPRISES)	\$2,133.71
27938	7/11/17	ACW01 (ACWA/JPIA)	\$12,257.21
27939	7/11/17	ACW05 (ACWA/JPIA HEALTH)	\$35,956.00
27940	7/11/17	ADT01 (ADT SECURITY SERVICES)	\$39.89
27941	7/11/17	ADT01 (ADT SECURITY SERVICES)	\$147.39
27942	7/11/17	ALL01 (ALLEN KRAUSE)	\$1,342.55
27943	7/11/17	AME08 (AMERICAN MESSAGING)	\$57.00
27944	7/11/17	AND01 (ANDERSON'S SIERRA PIPE CO)	\$123.53
27945	7/11/17	ATE01 (A T.E.E.M. ELECTRICAL)	\$3,566.25
27946	7/11/17	BEA01 (BUTTE EQUIPMENT RENTALS)	\$675.00
27947	7/11/17	CAR05 (CRAIG CARLYON)	\$300.00
27948	7/11/17	CAR08 (CSI )	\$59.00
27949	7/11/17	CCS01 (CCSINTERACTIVE)	\$69.00
27950	7/11/17	CSD00 (CALIFORNIA SPECIAL DISTRICT ASSC	\$6,854.00
27951	7/11/17	DEP03 (DEPT OF FORESTRY AND)	\$5,601.19
27952	7/11/17	DIV05 (PLACERVILLE AUTO PARTS, INC)	\$97.79
27953	7/11/17	ECO01 (ECORP CONSULTING, INC.)	\$1,909.86
27954	7/11/17	ELD05 (EDC AUDITOR-CONTROLLER)	\$2,573.07
27955	7/11/17	ELD16 (EL DORADO DISPOSAL)	\$310.74
27956	7/11/17	EN201 (EN2 RESOURCES, INC)	\$3,821.75
27957	7/11/17	FER02 (FERGUSON ENTERPRISES INC)	\$5,472.29
27958	7/11/17	FOO01 (FOOTHILL ASSOCIATES)	\$226.25
27959	7/11/17	GAR02 (GARDEN VALLEY FEED & HDW.)	\$78.23
27960	7/11/17	GEO01 (GEORGETOWN ACE HDW)	\$95.18
27961	7/11/17	GEO04 (DIVIDE SUPPLY INC.)	\$227.44
27962	7/11/17	GEO12 (GEORGE SANDERS)	\$5,296.30
27963	7/11/17	HAC01 (HACH COMPANY)	\$1,793.92
27964	7/11/17	HAR03 (HARRIS INDUSTRIAL GASES)	\$40.00
27965	7/11/17	HOL03 (HOLT OF CALIFORNIA)	\$406.34
27966	7/11/17	MJT01 (MJT ENTERPRISES, INC.)	\$13,526.12
27967	7/11/17	NAT04 (NATIONAL DOCUMENT)	\$3,185.58
27968	7/11/17	NBS01 (NBS )	\$2,043.06
27969	7/11/17	NEX00 (NEXGEN)	\$51,485.00
27970	7/11/17	PAC02 (PACIFIC GAS & ELECTRIC)	\$3,520.88
27971	7/11/17	PAC05 (PACIFIC CORRUGATED PIPE)	\$261.31
27972	7/11/17	PSO01 (PSOMAS)	\$27,144.00
27973	7/11/17	PUL01 (PULFER, JEFF)	\$216.34

27974	7/11/17	ROB01 (DON ROBINSON)	\$694.44
27975	7/11/17	ROC02 (KENNETH D. WELSH)	\$405.00
27976	7/11/17	SAN02 (Santander Leasing)	\$1,230.88
27977	7/11/17	SHI01 (SHINGLE SPRINGS HEATING)	\$140.00
27978	7/11/17	SIE06 (SIERRA CHEMICAL CO.)	\$4,832.62
27979	7/11/17	SIM02 (SIMONS, JOHN F.)	\$200.00
27980	7/11/17	SIR01 (REBECCA SIREN)	\$1,849.00
27981	7/11/17	TEI01 (A. TEICHERT & SON, INC)	\$1,257.74
27982	7/11/17	TIL01 (NATHAN TILMAN)	\$300.00
27983	7/11/17	UNI06 (UNITEDHEALTHCARE INSURANCE CO)	\$145.00
27984	7/11/17	USA03 (USA BLUE BOOK)	\$153.04
27985	7/11/17	USB05 (U.S. BANK CORPORATE PAYMENTS)	\$1,183.64
27986	7/11/17	USO01 (LONDRES USO)	\$120.38
27987	7/11/17	USP01 (POSTMASTER)	\$2,500.00
27988	7/11/17	VAU01 (VAUGHN JOHNSON)	\$2,250.00
27989	7/11/17	VAV01 (VAVRINEK, TRINE, DAY & CO., LLP)	\$2,975.00
27990	7/11/17	VER01 (VERIZON WIRELESS)	\$294.20
27991	7/11/17	WAL02 (WALKER'S OFFICE SUPPLY)	\$218.54
27992	7/11/17	WAL03 (JACOB WALSH)	\$172.39
27993	7/11/17	WEL02 (WELLS FARGO BANK, NA)	\$2,296.95
27994	7/11/17	YOU01 (YOUNGDAHL CONSULTING GRP.)	\$3,094.00
27995	7/11/17	\M001 (MARSHALL, EARL/KIMBERLY )	\$75.88
27996	7/11/17	\M003 (BACCO, PETER )	\$86.83
27997	7/11/17	\R004 (ROBINSON, MARK/KATHERINE )	\$400.00
27998	7/11/17	\S017 (SPADARO, RICHARD )	\$47.14

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
STATEMENT OF CASH AND INVESTMENT BALANCES JUNE 30, 2017

	BEGINNING BALANCE	CASH RECEIPTS	CASH DIS- BURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
8 SMUD Fund	324,069.00				324,069.00
9 CABY Grant	(22,800.37)	10,554.40	(3,567.48)		(15,813.45)
10 General Fund	1,340,361.15	205,884.72	(249,066.35)	(58,928.00)	1,238,251.52
12 Retiree	522,734.06	2,849.76	(5,828.18)		519,755.64
14 Stewart Mine	30,061.78			9,328.00	39,389.18
25 Bayne Road & Other Assessment Districts	38,891.71			6,357.00	45,248.71
17 Water Development	402,842.99				402,842.99
19 Stumpy Meadows Emergency Reserve Fund (SMERF)	1,046,193.06				1,046,193.06
43 Capital Reserve Cash Clearing	874,804.40		(29,935.49)		844,868.91
53 Pilot Hill North	(7,480.80)				(7,480.80)
54 Pilot Hill South	37,735.57		(37,735.57)		0.00
51 Kelsey North	107,139.20			19,630.00	126,769.20
52 Kelsey South	208,558.93			23,613.00	232,171.93
29 State Revolving Fund	57,127.58	2,296.95	(2,296.95)		57,127.58
30 Small Hydro Fund	606,668.45	2,831.62			609,500.07
31 Pipeline Extension Holding Fund to 26	0.00				0.00
20 ALT		1,157,141.00			1,157,141.00
35 Environmental Protection Agency	(149,167.32)		(48,084.32)		(197,271.64)
37 Garden Valley Water Improvement District	71,715.78				71,715.78
39 Capital Facility Charges	1,703,842.04				1,703,842.04
24 ALT - WTP Capital Reserve	767,391.23				767,391.23
40 Auburn Lake Trails (ALT) Zone Fund	985,166.23	13,508.28	(105,607.53)		893,066.98
41 ALT Tank Replacement Loans & Repair Activity	39,097.41				39,097.41
42 ALT CDS Reserve Connection Fund	214,230.98				214,230.98
	9,199,162.46	1,395,066.73	(482,121.87)	0.00	10,112,107.32

Totals by Type of Account:

El Dorado Savings Bank Checking	110,620.81	0.03%
El Dorado Savings Bank Savings	3,032,928.42	0.14%
Wells Fargo State Revolving Fund Debt Accounts	33,073.52	2.00%
Wells Fargo Brokered Time Deposits	6,935,484.57	0.92%
Local Agency Investment Fund		
Grand Total	<u>\$10,112,107.32</u>	

Rate Information:

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
STATEMENT OF CASH AND INVESTMENT BALANCES JUNE 30, 2017**

Accounting Basis Unrestricted, Designated and Restricted Funds Recap:  
 Unrestricted Undesignated Funds \$1,238,251.52  
*Designated Funds are in Italics* 4,095,964.46  
 Restricted Funds are Shaded 4,777,891.34  
\$10,112,107.32

	Estimated 2016-17 Budget	Calculated from 2014-15 Audited	
<b>District Designated Funds/Reserve Policy Funds Recap:</b>			
Water - Operations	1,238,252	510,000	Two month operations expense
Water - Cash Flow	209,000	197,222	10% Water Sales
Water - Capital:			
Stumpy Meadows Emergency Reserve Fund	1,046,193		
Capital Facility Charges	1,703,842		
Replacement Reserve (required by USDA)	767,391		
Other reserves	585,543	7,871,516	50% Accumulated Depreciation
<b>Sub Total - Water</b>	<b>5,341,221</b>	<b>8,578,738</b>	
Debt Service	493,226	480,991	Actual amounts
Retiree Health	519,756	421,765	Actual amount
Hydroelectric	609,500	461,219	Actual amount
Wastewater - Operations	893,067	45,978	Two month operations expense
Zone - Capital	5,000	5,000	Amount set at \$5,000
Community Disposal System - Capital	253,328	250,211	50% Accumulated Depreciation
<b>Sub Total - Wastewater/Zone</b>	<b>1,146,395</b>	<b>301,189</b>	
	<u>8,110,097.41</u>	<u>10,243,902.00</u>	

**Actual total reserves as of June 30, 2015 \$9,162,818**  
**Actual total reserves as of June 30, 2014 \$8,725,362**  
**Actual total reserves as of June 30, 2013 \$8,427,421**  
**Actual total reserves as of June 30, 2012 \$7,595,078**

Approved:

Treasurer

General Manager



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017  
AGENDA ITEM NO. 4C**



**AGENDA SECTION: CONSENT CALENDAR**

**SUBJECT: Approve Job Descriptions for Water Resources Manager and Management Analyst**

**PREPARED BY:** Gloria Omania, Board Assistant 

**APPROVED BY:** Steven Palmer, PE, General Manager 

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**BACKGROUND**

The Draft FY 2017-2018 Operating Budget presented to the Board on June 13, 2017, included a new organizational chart reflecting several new positions required for a functional organization. The current revenue is not sufficient to support this functional organizational chart, so only two new positions were approved and budgeted for this fiscal year as part of the June 29, 2017 Board approval of the FY 2017-2018 Operating Budget: Water Quality Manager and Management Analyst.

The Water Quality Manager is truly a new position that was not budgeted in 2016-2017, and that position will focus on drinking water quality oversight and reporting, water rights monitoring, wastewater permitting and reporting, storm water permitting, and dam permitting. During the preparation of the job description and discussion with the District's legal counsel, the job title was changed from Water Quality Manager to Water Resources Manager in order to better reflect the broad scope of practice required by the position.

The Management Analyst position is a reclassification of the Office Manager position that was budgeted in FY 2016-2017. This reclassified Management Analyst will focus on financial oversight and management, comprehensive research and reports on District policies, contract administration, and records management.

**DISCUSSION**

Pursuant to California Code Section 3505, communication has been exchanged between the District and the Public Employees Local One regarding the addition of these two new positions and the approval of the job descriptions. Local One has agreed to the new positions and job descriptions. The signed agreements, with the job descriptions attached thereto, are included with this report as **Attachments 1 and 2**.

**FISCAL IMPACT**

The Water Resources Manager and Management Analyst positions are included in the FY 2017-2018 operating budget. A budget adjustment is not required by this action.

**Approval of Job Descriptions: Water Resources Manager  
and Management Analyst**

Page 2

Board Meeting of August 8, 2017

Agenda Item #4C

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**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolutions approving the job descriptions for the positions of Water Resources Manager and Management Analyst.

**ALTERNATIVES**

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

**ATTACHMENTS**

1. Agreement with Public Employees' Union, Local One, Water Resources Manager
2. Agreement with Public Employees' Union, Local One, Management Analyst
3. Resolution 2017-15 Approval of the Water Resources Manager Job Description
4. Resolution 2017-16 Approval of the Management Analyst Job Description

## Georgetown Divide Public Utility District

Date: July 24, 2017

To: Public Employees' Union, Local One

From: Steve Palmer, Georgetown Divide Public Utility District General Manager

RE: Addition of a Water Resources Manager Position

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### Background:

On July 14, 2017, the Georgetown Divide Public Utility District (the "District") sent a correspondence to the Public Employees' Union, Local One (the "Union") steward, Darrell Creeks, requesting to meet and confer over the addition of a job position, Water Resources Manager, pursuant to the California Government Code section 3505.

On July 18, 2017, the Union's business agent, Jere Copeland, contacted the District indicating that unless the District wants to schedule a time to meet in person, they would be willing to agree to the new position and its job description.

### District's Proposal:

The District would like to add a Water Resources Manager position, which will be a position represented by the Union. The job description is attached hereto as Exhibit A.

**By signing below, I understand that the District and Local One met and conferred in good faith over this matter as required by Government Code section 3500, *et seq.*, and that this tentative agreement shall not become final or binding until ratified by Local One and approved by the Georgetown Divide Public Utility District Board of Directors.**

\_\_\_\_\_  
Steve Palmer, General Manager  
Georgetown Divide Public Utility  
Services District

  
\_\_\_\_\_  
Jere Copeland, Business Agent  
Public Employees' Union, Local One

Dated: \_\_\_\_\_

Dated: 8/27/17

July 2017

## WATER RESOURCES/QUALITY MANAGER

**Employee Name:**  
**Grade:**  
**Status:** Exempt, Full-Time  
**Supervises:** Wastewater Operator  
**Other:** Safety Sensitive

**Reports to:** General Manager  
**Salary Range:** \$36.24 to \$44.05 / hour  
**Date:**

---

### Definition/Summary

Under the general supervision of the General Manager, positions in this classification manage water rights and water quality monitoring, analysis, permitting, and reporting; wastewater quality monitoring, analysis, permitting, and reporting; prepare comprehensive research reports and recommendations; and provide information to District management and other agencies.

### Essential Functions

- Plans, organizes, directs and coordinates the District's water rights monitoring, reporting, and permitting; water quality testing program; wastewater monitoring, reporting, permitting, and management; dam safety compliance; and storm water permit compliance.
- Provides general management and administration of the District's dams, reservoirs, wastewater disposal systems, and laboratory services.
- Oversees the proper functioning of the dams, reservoirs, and wastewater disposal systems; coordinating inspections, repairs and maintenance, and operations personnel and management.
- Ensures District compliance with all relevant California Division of Safety of Dams regulations, water rights and permit requirements, water quality regulations, and wastewater discharge requirements.
- Provides hands-on coverage as needed for the District's onsite wastewater management zone and laboratory.
- Provides supervision, training, and work evaluation for assigned personnel.
- Develops recommendations and assists the General Manager with long-range planning for system improvements and service requirements.
- Develops appropriate budgets and controls costs.
- Makes spot inspections of plants and wastewater disposal systems to ensure proper utilization of staff and equipment.
- Provides on-going feedback regarding effectiveness and performance to employees under supervision.

- Prepares and executes plans for expansion, reduction, and shifting of system operations and functions.
- Provides input and review for the development and administration of new plant and system construction contracts.
- Performs special projects as delegated by the General Manager.
- Represents District water treatment and wastewater management functions with the public, contractors, and representatives of other government agencies.

### **Other Duties**

- May provide direction and coordination for other District staff assigned to assist with data gathering and analytical studies.
- Represents District studies, services and programs with the public, community groups, and other organizations.
- Performs related duties as assigned.

### **Job Standards/Specifications**

#### Knowledge of:

- Principles, methods, and practices used in reservoir operations, water treatment and distribution, wastewater treatment and disposal, water quality laboratory analysis for drinking water and wastewater systems.
- Principles, methods, and practices used in operation, maintenance, and repair of water and wastewater systems.
- Chemical and quality testing of water conditions and the operation of a water quality-testing laboratory.
- Rules, regulations, permits, and codes applicable to District dams, reservoirs, water treatment and distribution functions, wastewater treatment and disposal functions, non-storm water discharge, and water quality laboratory testing and certification.
- District policies, rules, regulations, and procedures.
- Work safety standards and requirements.
- Principles of budget development and expenditure control.
- Principles of supervision, training, and management.

#### Ability to:

- Plan, organize, manage, and administer the District dam and reservoir inspections and operations, water rights and permits, wastewater collection and disposal system, storm water management, and water quality testing functions.
- Oversee the establishment and maintenance of applicable certification, training, and work safety programs.
- Perform comprehensive administrative reviews of work activities, costs, staffing requirements, plant uses, and time requirements.
- Insure the proper maintenance, construction, operation, and repair of District wastewater disposal systems within the framework of the Onsite Wastewater Disposal Zone.
- Develop and control budgets.

- Effectively represent District water treatment and wastewater management functions with the public, contractors, and other organizations and regulatory agencies.
- Establish and maintain cooperative working relationships.

### **Typical Physical Activities**

- Travels regularly by vehicle to inspect District facilities and operations.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to fifty (50) lbs.
- Stoops, kneels, crouches, crawls and climbs during plant maintenance and repair work.
- Frequently works in an outdoor environment.
- Works frequently works in an environment with exposure to dust, dirt, heat and chemicals.
- Uses chemical laboratory equipment and performs chemical analysis requiring constant and close attention to details.
- Communicates orally with District Board members, co-workers, and the public in face-to-face and group settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and fax machines.
- Walks on uneven terrain.
- Sits for extended time periods.
- Hearing and vision within normal ranges.

### **Environmental Factors**

1. Exposure to the sun: 10% or less work time spent outside a building and exposed to the sun.
2. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

### **Desirable Qualifications**

Any combination of education, experience, and certification, which would likely provide the necessary knowledge and abilities, is qualifying.

A typical way to obtain the knowledge and abilities would be:

**Education** - Completion of Bachelor's degree in engineering, environmental health, environmental engineering, biology, chemistry or a closely related science.

**Experience** - Experience in water quality laboratory with chemical, biological, and microbiological testing and control; or

Experience or education/training in the permitting, design, construction and management of water treatment and/or distribution facilities; and/or wastewater collection and disposal

**License Certificate Registration Requirement**

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Possession and proof of a good driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years duration. The driving record will not contribute to an increase in the District's automobile rates. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Registration as a professional engineer or environmental health specialist is desired but not required.

---

**I have reviewed this Job Description with my Supervisor and agree with its contents.**

---

Employee Signature

Date

---

Supervisor Signature

Date

***The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.***

**REMOVE BEFORE USE:** The following Job Description is intended as a model or template for use within an organization. It is not intended as a final document. The individual districts that download and utilize this template should edit and modify the document to fit their own district and job specific duties. The JPIA is not engaged in rendering legal advice or professional legal services. Anyone creating a job description using this document should consult a qualified labor attorney or consultant before relying on it.

GDPUD Board Mtg of 8/8/17  
AGENDA ITEM #4C  
Attachment 2



GEORGETOWN DIVIDE

# Public Utility District

P.O. BOX 4240

PHONE (530) 333-4356

GEORGETOWN, CALIFORNIA 95634-4240

FAX (530) 333-9442

gd-pud.org

**DATE:** July 31, 2017 (transmitted by email)

**TO:** Jere Copeland, Business Agent  
Public Employees' Union, Local One

**FROM:** Steve Palmer, General Manager

**SUBJECT:** **AGREEMENT TO ADDITION OF MANAGEMENT ANALYST POSITION**

---

Pursuant to California Code Section 3505, this correspondence serves as a request from the Georgetown Public Utility District to meet and confer with Public Employees' Union, Local One, regarding the addition of the position of Management Analyst to the District's organizational chart and approval of the job description.

This new position of Management Analyst is included in the FY 2017-2018 Operating Budget which was adopted by the GDPUD Board of Directors on June 29, 2017. The job description is attached for your review.

Please let me know if you have questions or need additional information. I look forward to discussing this further. If you are willing to forego a meeting in person, please indicate your willingness to agree to the new position and job description by signing below.

SP: gro

Attachment: *Management Analyst Job Description*

## AGREEMENT

**By signing below, I understand that the Georgetown Divide Public Utility District and Public Employees' Union, Local One met and conferred in good faith over this matter as required by Government Code section 3500, et seq., and that this tentative agreement shall not become final or binding until ratified by Local One and approved by the Georgetown Divide Public Utility District Board of Directors.**

\_\_\_\_\_  
Steven Palmer, PE, General Manager  
Georgetown Divide Public Utility District

Dated: 8/1/17

\_\_\_\_\_  
Jere Copeland, Business Agent  
Public Employees' Union, Local One

Dated: \_\_\_\_\_



## MANAGEMENT ANALYST

**Employee Name:**  
**Grade:**  
**Status: Exempt, Full-Time**  
**Supervises: None**  
**Other:**

**Reports to: General Manager**  
**Salary Range: \$31.74 to \$38.59 / hour**  
**Date:**

---

### Definition/Summary

Under general supervision, positions in the Management Analyst classification manage, organize and analyze data related to organizational, functional, and fiscal studies of District activities, programs, and services; prepare budget proposals; prepare comprehensive research reports and recommendations; and provide information to District management and other agencies. This position will also prepare and distribute Board agenda and maintain official records of Board proceedings and actions, on an as needed basis. The Management Analyst will serve as backup to the primary Board Assistant.

### Essential Functions

- Investigates, studies, analyzes, and develops reports on District programs, services, operating procedures, and administrative problems.
- Collects, assembles, analyzes, and interprets data related to departmental and inter-departmental operations, including functions, organizational structure, staffing, policies, procedures, and space and physical layout.
- Manages and participates in District financial management and reporting, ensuring accuracy and compliance with District policies, procedures, and best management practices.
- Prepare and review District financial reports.
- Assists with budget and fiscal analysis.
- Assists with the establishment of District operating policies and procedures.
- Prepares detailed written, oral, and graphic reports related to studies performed.
- Reviews legislation and literature, preparing summary briefs and analysis for District management.
- Compiles material and other information relating to the Board agenda packet, prepares and distributes the Board agenda under the direction of the General Manager.
- Attends Board meetings, develops and maintains minutes, distributes resolutions and dissemination of Board actions before, during, and after the Board meeting.
- Maintains official records of Board proceedings and actions under the direction of the General Manager.
- Serves as the District's Elections Official; plans, organizes and directs the conduct of District elections, in accordance with State and local laws, including initiative, referendum or recall elections;
- Serves as the Filing Officer/Filing Official under the provisions of the Political Reform Act and the Fair Political Practices Commission, as it pertains to the filing of campaign statements and Statements of Economic Interests for all elected officials and designated employees;

- Serves as the custodian of official District records, including Board minutes, resolutions, ordinances, agreements, contracts, deeds, and bonds;
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Establishes and maintains cooperative working relationships with co-workers, outside agencies, and the public.

### **Other Duties**

- May provide some direction and coordination for other District staff assigned to assist with data gathering and analytical studies.
- Presents District studies, services and programs with the public, community groups, and other organizations.
- Performs related duties as assigned.

### **Job Standards/Specifications**

#### Knowledge of:

- Research principles and methods.
- Development of survey research and evaluative principles and techniques.
- Statistical analysis methods and procedures.
- Methods and techniques of report development and presentation.
- Fiscal analysis, budget development, and fiscal controls.
- Agenda preparation and distribution requirements for the Board.
- Notification and publication requirements for Board actions, ordinances, and resolutions.
- Computer systems and software applications related to District executive management, including word processing, spreadsheet, and presentation software.
- Correct English usage, spelling, grammar, and punctuation.

#### Ability to:

- Clearly define problem areas and organize research methods and procedures.
- Collect, organize, interpret, and evaluate a variety of information and data.
- Serves as a District resource on defining and resolving organizational, staffing, and operating problems and policies.
- Develop recommendations and point out the implications of different alternatives to resolving problems.
- Prepare comprehensive and concise written reports.
- Make effective oral presentations.
- Interpret laws, legislation, ordinances, and administrative policies and procedures.
- Prepare agenda, minutes, and records for the Board.
- Maintain, update, and ensure the accuracy of financial and accounting reports and records.
- Effectively represent the District, including its programs and policies, with the public and other agencies.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.

### **Typical Physical Activities**

- Travels by airplane and automobile to conduct District business.
- Work at a desk for an extended period of time.
- Work in an office environment, lift and move objects up to fifteen (15) pounds such as large binders, books, and small office equipment.
- Sufficient finger/hand coordination and dexterity to operate and adjust office equipment.
- Regularly uses a telephone for communication.
- Use office equipment such as computers, copiers, and fax machines.
- Sits for extended time periods.
- Hearing and vision within normal ranges with or without correction.

### **Environmental Factors**

1. Exposure to the sun: 10% or less work time spent outside a building and exposed to the sun.
2. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

### **Desirable Qualifications**

Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.

A typical way to obtain the knowledge and abilities would be:

Education - Completion of college level educational training in subjects related to administrative analysis, statistics, public finance, and business administration.

Experience - Two years of increasingly responsible experience in performing a variety of administrative analysis work, including the preparation and presentation of reports to management staff, and Board Clerk duties.

### **License Certificate Registration Requirement**

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

Special District Board Secretary/Clerk Certificate shall be obtained through the California Special District's Association within the first twelve (12) months of employment, if not obtained by date of hire.

**I have reviewed this Job Description with my Supervisor and agree with its contents.**

---

Employee Signature

Date

---

Supervisor Signature

Date

***The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.***

**RESOLUTION NO. 2017-15**  
**OF THE BOARD OF DIRECTORS OF GEORGETOWN DIVIDE PUBLIC**  
**UTILITY DISTRICT APPROVING THE JOB DESCRIPTION**  
**FOR THE POSITION OF WATER RESOURCES MANAGER**

**WHEREAS**, on June 29, 2017, the Board of Directors of the Georgetown Divide Public Utility District (“District”) adopted the Fiscal Year 2017-2018 Operating Budget; and

**WHEREAS**, the FY 2017-2018 Budget provides for an organization chart requiring two new positions for a minimally staffed organization; and

**WHEREAS**, the position of Water Resources Manager is included in the FY 2017-2018 Budget;

**WHEREAS**, pursuant to California Government Code Section 3505, the District’s General Manager requested a meet and confer with the Public Employees’ Union, Local One (the “Union”) over the addition of the aforementioned position; and

**WHEREAS**, the Union’s business agent signed a tentative agreement indicating the Union’s willingness to agree to the new position and its job description. **Attachment 1** to this Resolution is the signed agreement, with the job description contained as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS** that the job description for the position of Water Resources Manager is approved.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 8th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Londres Uso, President Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

---

Steven Palmer, Clerk and ex officio Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017-15, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 8<sup>th</sup> day of August, 2017.

---

Steven Palmer, Clerk and Ex Officio Secretary,  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**RESOLUTION NO. 2017-16**  
**OF THE BOARD OF DIRECTORS OF GEORGETOWN DIVIDE PUBLIC**  
**UTILITY DISTRICT APPROVING THE JOB DESCRIPTION**  
**FOR THE POSITION OF MANAGEMENT ANALYST**

**WHEREAS**, on June 29, 2017, the Board of Directors of the Georgetown Divide Public Utility District (“District”) adopted the Fiscal Year 2017-2018 Operating Budget; and

**WHEREAS**, the FY 2017-2018 Budget provides for an organization chart requiring two new positions for a minimally staffed organization; and

**WHEREAS**, the position of Management Analyst is included in the FY 2017-2018 Budget;

**WHEREAS**, pursuant to California Government Code Section 3505, the District’s General Manager requested a meet and confer with the Public Employees’ Union, Local One (the “Union”) over the addition of and the job description for the Management Analyst position; and

**WHEREAS**, the Union’s business agent signed a tentative agreement indicating the Union’s willingness to agree to the new position and its job description. **Attachment 1** to this Resolution is the signed agreement, with the job description contained as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS** that the job description for the position of Management Analyst is approved.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 8th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Londres Uso, President Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

---

Steven Palmer, Clerk and ex officio Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CERTIFICATION**

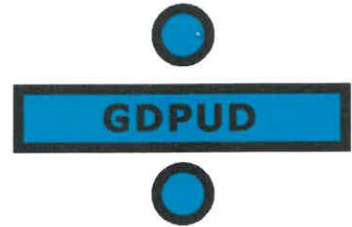
I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017-16, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 8<sup>th</sup> day of August, 2017.

---

Steven Palmer, Clerk and Ex Officio Secretary,  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017  
AGENDA ITEM NO. 4D**



**AGENDA SECTION:** CONSENT CALENDAR

**SUBJECT:** MEMORANDUM OF UNDERSTANDING FOR THE SANITARY SURVEY UPDATE OF THE AMERICAN RIVER WATERSHED AREA

**PREPARED BY:** Darrell Creeks, Operations Manager

**APPROVED BY:** Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, General Manager, written over the name.

---

**BACKGROUND**

Water suppliers using surface water sources are required by the State Water Resources Control Board to complete a sanitary survey of their respective watershed(s) and to provide an update every five years.

The District has participated in the development of an agreement regarding the contracting and apportionment of costs for a sanitary survey update of the American River Watershed area. The other parties to this agreement include the Carmichael Water District, the City of Folsom, the City of Roseville, the City of Sacramento, East Bay Municipal Utility District, El Dorado Irrigation District, Folsom State Prison, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, and San Juan Water District.

Although the last time the Georgetown Divide Public Utility District conducted survey was in 2015, the District is converting its timeline to match that of the other parties to participate in this MOU. This will result in savings to be a participant of this MOU.

**DISCUSSION**

A Memorandum of Understanding (MOU) has been prepared to memorialize this agreement and understanding of the parties listed above with respect to the apportionment of costs for the 2018 sanitary update of the American River Watershed area and potential optional follow-up or related activities. The MOU is included in this staff report as **Attachment 1**. Once the MOU is executed by all parties, the City of Sacramento will take the lead in issuing a request for proposal and selecting a consultant.

**FISCAL IMPACT**

Under this MOU, each agency pays an equal share of the survey, plus an allowance for any technical memorandum. The District will be contributing \$15,896 for the survey, plus \$1,500 for technical memoranda related to all algal blooms and shellfish and mussels. The District's cost share amount for FY 2017-18 will not exceed \$6,000 and payment is due before the end of the fiscal year. This is not currently budgeted and will be included in the mid-year budget review.

**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution 2017-19 approving the Memorandum of Understanding for the contracting and apportionment of costs for the 2018 sanitary survey update of the American River Watershed area.

**ALTERNATIVES**

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

**ATTACHMENTS**

1. Memorandum of Understanding
2. Resolution 2017-19

MEMORANDUM OF UNDERSTANDING  
REGARDING CONTRACTING AND APPORTIONMENT OF COSTS FOR  
A SANITARY SURVEY UPDATE OF  
THE AMERICAN RIVER WATERSHED AREA AND RELATED ACTIVITIES

This Memorandum of Understanding ("MOU") is entered into on \_\_\_\_\_, 2017, by and between Carmichael Water District ("CWD"), the City of Folsom ("Folsom"), the City of Roseville ("Roseville"), the City of Sacramento ("Sacramento"), East Bay Municipal Utility District ("EBMUD"), El Dorado Irrigation District ("EID"), Folsom State Prison ("FSP"), Georgetown Divide Public Utility District ("GDPUD"), Golden State Water Company ("GSWC"), Placer County Water Agency ("PWCA"), Sacramento County Water Agency ("SCWA"), and San Juan Water District ("SJWD") (each referred to herein as a "Party" and collectively referred to herein as the "Parties").

**RECITALS**

- A. The purpose of this MOU is to memorialize an agreement and understanding of the Parties with respect to apportionment of costs for the 2018 sanitary survey update of the American River Watershed Area and potential optional follow-up or related activities.
- B. The Parties each are required by the State Water Resources Control Board, Division of Drinking Water to comply with regulations requiring all water suppliers using surface water sources to complete a sanitary survey of their respective watershed(s) and to provide an update report every five years (see California Code of Regulations, Title 22, Division 4, Chapter 17, Article 7).
- C. The Parties believe it to be in their best interest, as well as the public's best interest, to enter into a contract with a consultant to conduct the watershed sanitary survey update and to cooperatively and jointly share in the cost of this update.
- D. Some of the Parties also may desire to share costs of various follow-up or related source water protection activities.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

- 1. **Technical Committee:** The Parties hereby form a Technical Committee consisting of one representative of each of the Parties, as identified on the list titled: "American River Watershed Sanitary Survey 2018 Update - Representatives", attached hereto as Exhibit "A" and fully incorporated herein by this reference. A named representative may, from time to time designate an individual from the representative's agency to act on the representative's behalf. Meetings of the Technical Committee may be attended by anyone authorized by any representative. A Party also may designate a new

representative at any time upon written notice to the representatives of all other Parties.

The purpose of the Technical Committee will be: a) to share information related to the contract negotiations and the technical work for the watershed sanitary survey; b) to review consultant progress reports and work products for the watershed sanitary survey; c) to discuss consultant recommendations concerning the watershed sanitary survey; d) to take such other action as the Technical Committee deems appropriate to further the interest of the Parties related to the American River Watershed sanitary survey.

The Technical Committee shall meet quarterly, or as needed, at such times and places as the Technical Committee may agree. Attendance at meetings may be in person, by telephone, or by any other electronic means agreed to by a majority of the Parties' representatives.

2. Decisions of Technical Committee: A minimum of 7 representatives shall constitute a quorum which shall be necessary for the Technical Committee to take action at any meeting.

The Parties expect and intend that decisions of the Technical Committee will be made by unanimous agreement of the representatives present at the meetings, except that in the event of disagreement over any decision, the representatives present will vote to resolve the disagreement, with each representative having one vote, and the vote of the majority of representatives present will be the decision of the Technical Committee.

If a decision cannot be made by consensus or majority vote, as described above, then a meeting will be held between the representatives listed in Exhibit A to resolve the disagreement.

3. Selection of Consultant: Sacramento will act as the lead agency in selecting and contracting with one or more consultants to complete the watershed sanitary survey update ("Update"). Selection will be in accordance with standard City of Sacramento consultant selection procedures. Sacramento's professional services agreement will require the consultant to: (a) carry professional liability insurance; and (b) name the other parties to this MOU as additional insureds, and indemnify the other parties to this MOU, to the same extent that the consultant is required to name Sacramento as an additional insured and indemnify Sacramento.
4. Watershed Sanitary Survey Cost Sharing; Invoices: Sacramento will be responsible for administering all contracts for consultant services to perform the watershed sanitary survey update and prepare technical memoranda related to the update but not included in it. It is understood and agreed, however, that each contract with a consultant will in part be a pass-through agreement, and the Parties shall each pay a

percentage of the contract amount, as specified in Exhibit "B", attached hereto and incorporated by this reference. The Parties will also share project management costs incurred by Sacramento for activities of mutual benefit to the Parties, such as contract management, agency coordination, and oversight of the consultant, in a total amount not to exceed \$8,000. The Parties' percentage shares of the contract, not-to-exceed amounts, and Sacramento project management costs for activities related to the watershed sanitary survey update and any technical memoranda related to the update but not included in it are set forth in Exhibit B.

The estimated project costs for the watershed sanitary survey update and any technical memoranda related to the update but not included in it, including the project management costs described above, are approximately \$176,000. This MOU provides for an additional \$24,000 to provide a contingency for unforeseen additional costs and a reasonable range of potential consultant costs for the watershed sanitary survey update.

Sacramento will invoice the other Parties for consultant and project management costs. Within 45 days of invoice receipt each Party shall remit its percentage share of the invoice to reimburse Sacramento for payment of the consultant and project management costs. Sacramento will make all reasonable efforts to provide invoices on a quarterly basis.

Copies of consultant invoices will be distributed to the Technical Committee representatives at the time of invoicing for partner agency cost share, or upon request at any time. In the event one or more Parties believe an invoice should not be paid in whole or in part, the dispute shall be resolved by the Technical Committee as set forth herein.

The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts; provided, however, that notwithstanding any provision contained herein (except Section 5 of this MOU), Sacramento shall be reimbursed by each of the other Parties for their respective percentage share of any and all money ultimately paid to the consultant by Sacramento and project management costs incurred by Sacramento, subject to the provisions of this Section 4 and the price ceiling specified in Section 5.

The Parties' percentage shares set forth in Exhibit B may only be changed by amendment to this MOU as provided in Section 9, below, except with respect to the allocation of costs for supplemental tasks requested by, and for the benefit of, less than all of the agencies listed on Exhibit B.

5. Price Ceiling for Watershed Sanitary Survey Costs: In no case shall the total value of costs shared pursuant to Section 4 of this MOU exceed \$200,000, except by amendment of this MOU. This price ceiling shall not apply to costs for supplemental tasks requested and agreed to by, and for the benefit of, less than all of the agencies

listed on Exhibit B. The Scope, Schedule, and Budget Summary is set forth in Exhibit "C", attached hereto and incorporated by this reference.

6. Additional Cost Sharing: Based on the results of the Update, the Parties may wish to share in the costs of related or follow-up joint source water protection activities. Participation in such activities shall be at the option of each Party, and for participating Parties such activities shall be conducted and costs shall be shared as provided in this Section 6. For these activities, Sacramento will contract with the consultant(s) performing such activities and will provide project management and direction to such consultant(s), with input from the participating Parties' Technical Committee representatives. Sacramento shall provide the participating Parties a proposed budget for these activities on an annual basis. A Party's participation in such activities shall be confirmed in writing by the participating Party's Technical Committee representative after receipt of the proposed annual budget. The costs of each such activity will be split evenly among the participating agencies that benefit from such activity, as provided below:

- Watershed activities of mutual interest: benefits all parties to this MOU
- Watershed activities on the Lower American River: benefits CWD, Sacramento, EBMUD, GSWC, and SCWA
- Watershed activities that benefit EBMUD and SCWA.

Notwithstanding any other provision of this MOU, no participating Party shall be required to pay more than \$20,000 during a fiscal year for its share of all additional activities under this Section 6, except as may be otherwise agreed in writing by each such participating Party. In addition, if requested by Sacramento, the Parties participating in an additional activity will each pay an equal share of the cost of Sacramento's project management services for such activity, provided that such cost share shall not exceed \$500 per participating Party for any given additional activity, except as may be otherwise agreed in writing by each such participating Party.

Sacramento will invoice the Parties participating in such additional activities for each Party's share of the applicable consultant and project management costs. Within 45 days of invoice receipt, each participating Party shall remit its payment of the invoice, to reimburse Sacramento for payment of consultant and project management costs. Sacramento will make all reasonable efforts to provide the invoices on a quarterly basis, provided that a participating Party shall have the option of making one advance payment for the entire calendar year; if a participating Party makes an advance payment and there are unspent funds from an additional activity, that Party's share of the unspent funds may be applied to the following year's invoice for that Party or refunded to the Party.

Copies of consultant invoices will be distributed to the participating Parties' Technical Committee representatives on a quarterly basis, or upon request at any time. In the event one or more participating Parties believe an invoice should not be paid in whole or in part, the dispute shall be resolved by the participating Parties' Technical Committee representatives.

The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts; provided, however, that notwithstanding any provision contained herein, Sacramento shall be reimbursed by each of the other participating Parties for their respective share of any and all money ultimately paid to the consultant(s) by Sacramento for the performance of additional activities and project management costs incurred by Sacramento, subject to the provisions of this Section 6.

7. Notices: Any invoice, payment, notice or other written communication related to this MOU will be provided to those representatives identified on Exhibit A.
8. Term of MOU: This MOU shall be effective as of the date it is signed by all Parties and shall remain in effect until a new MOU is in place for the 2023 update to the American River watershed sanitary survey, all services and contracts covered by this MOU have been completed and performed and all payments required under this MOU have been made, or until terminated by the mutual written agreement of all Parties, whichever occurs first.
9. Amendments: Any amendments to this MOU must be in writing and executed by all Parties.
10. Counterparts: This MOU may be executed by the Parties in separate counterparts, each of which when so executed and delivered to Sacramento shall be an original, but all such counterparts shall together constitute but one and the same instrument. After all Parties' signature pages are returned to Sacramento, copies of the complete MOU will be mailed to each Party.
11. General Provisions: Each Party understands and agrees that there is no agency or joint venture relationship between the Parties. It is further understood and agreed by the Parties that notwithstanding anything contained herein, the employees of each Party shall continue to be entirely and exclusively under the direction, supervision and control of the employing Party.

With the exception of the agreed cost sharing of Sacramento project management costs, each Party understands and agrees that any internal, in-house or administrative costs or expenses incurred by any Party related to that Party's obligations under this MOU shall be the sole responsibility of the Party incurring the costs and expenses.

The Parties understand and agree that this MOU creates rights and obligations solely between the Parties and is not intended to benefit any other person or entity. No

provision of this MOU shall in any way inure to the benefit of any person or entity not a party to this MOU so as to make such person or entity a third-party beneficiary of this MOU or any of its terms.

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, but only to the extent that the intent of the Parties can be effectuated without the provision or provisions held invalid, void, or unenforceable.

The waiver by any Party to this MOU of any requirement, condition or provision of this MOU shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition or provision of this MOU.

The Parties represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind the Parties to the obligations set forth herein.

This instrument and any attachments hereto constitute the entire MOU between the Parties concerning the subject matter hereof.

\*\*\*\*\*



CARMICHAEL WATER DISTRICT (CWD)

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

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

Mark McClintock  
Production Superintendent

ATTEST:

\_\_\_\_\_  
Steve Nugent, General Manager

CITY OF FOLSOM (Folsom)

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

By: \_\_\_\_\_  
Evert W. Palmer, City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcus Yasutake  
Environmental and Water Resources Director

\_\_\_\_\_  
Steven Wang, City Attorney

ATTEST:

\_\_\_\_\_  
Christa Freemantle, City Clerk

CITY OF ROSEVILLE (Roseville)

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

\_\_\_\_\_  
Rob Jensen, City Manager

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Richard D. Plecker, P.E.  
Environmental Utilities Director

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonia Orozco, City Clerk

\_\_\_\_\_  
Robert R. Schmitt, City Attorney

CITY OF SACRAMENTO (Sacramento)

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

EAST BAY MUNICIPAL UTILITY DISTRICT (EBMUD)

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
for the Office of the General Counsel

EL DORADO IRRIGATION DISTRICT (EID)

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

By: \_\_\_\_\_  
Jim Abercrombie, General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of General Counsel

FOLSOM STATE PRISON (FSP)

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT (GDPUD)

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

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

ATTEST:

\_\_\_\_\_  
Title



GOLDEN STATE WATER COMPANY (GSWC)

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

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

ATTEST:

\_\_\_\_\_  
Title

PLACER COUNTY WATER AGENCY (PCWA)

By: \_\_\_\_\_  
Brent Smith, Director of Technical Services

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

SACRAMENTO COUNTY WATER AGENCY (SCWA)

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

SAN JUAN WATER DISTRICT (SJWD)

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

By: \_\_\_\_\_  
Tony Barela, Operations Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Exhibit A

American River Watershed Sanitary Survey 2018 Update - Representatives

Mr. Steve Nugent  
General Manager  
Carmichael Water District  
7837 Fair Oaks Blvd  
Carmichael, CA 95608  
(916) 483-2452  
[steve@carmichaelwd.org](mailto:steve@carmichaelwd.org)

Mr. Marcus Yasutake  
Environmental and Water Resources Director  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630  
(916) 461-6161  
[myasutake@folsom.ca.us](mailto:myasutake@folsom.ca.us)

Mr. Richard D. Plecker  
Director of Environmental Utilities  
City of Roseville  
Environmental Utilities Department  
2005 Hilltop Circle  
Roseville, CA 95747  
(916) 774-5714  
[Rplecker@roseville.ca.us](mailto:Rplecker@roseville.ca.us)

Mr. Dan Sherry  
Engineering & Water Resources Division Manager  
City of Sacramento  
Department of Utilities  
1395 35<sup>th</sup> Avenue  
Sacramento, CA 95822  
(916) 808-1419  
[dsherry@cityofsacramento.org](mailto:dsherry@cityofsacramento.org)

Manager of Water Operations  
East Bay Municipal Utility District  
POB 24055, MS 606  
Oakland, CA 94607-4240  
[Note: EBMUD is currently recruiting to fill this position, and will update this information when position is filled]

Mr. Jim Abercrombie  
General Manager  
El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, CA 95667  
(530) 622-4513  
[jmambercrombie@eid.org](mailto:jmambercrombie@eid.org)

Mr. Tony Butler  
Associate Warden Business Services  
P.O. Box 910  
Folsom, CA 95673  
(916)985-2561  
[tony.butler@cdcr.ca.gov](mailto:tony.butler@cdcr.ca.gov)

Steve Palmer PE  
General Manager  
Georgetown Divide PUD  
6425 Main Street  
Georgetown Ca 95634  
530-333-4356  
[spalmer@gd-pud.org](mailto:spalmer@gd-pud.org)

Mr. Paul T. Schubert  
General Manager  
Golden State Water Company  
3005 Gold Canal Drive  
Rancho Cordova, CA 95670  
(916) 853-3636  
[PSCHUBERT@gswater.com](mailto:PSCHUBERT@gswater.com)

Mr. Brent Smith  
Director of Technical Services  
Placer County Water Agency  
POB 6570  
Auburn, CA 95604  
(530) 823-4848  
[bsmith@pcwa.net](mailto:bsmith@pcwa.net)

Mr. Michael L. Peterson  
Director  
Sacramento County Water Agency  
827 7<sup>th</sup> Street, Room 301  
Sacramento, CA 95816  
(916) 874-6851  
[Petersonmi@saccounty.net](mailto:Petersonmi@saccounty.net)

Mr. Tony Barela  
Operations Manager  
San Juan Water District  
9935 Auburn-Folsom Road  
Granite Bay, CA 95746  
(916) 791-0115  
[tbarela@sjwd.org](mailto:tbarela@sjwd.org)

Exhibit B

American River Watershed Sanitary Survey 2018 Update  
Watershed Sanitary Survey Cost Sharing

Participating Agencies	Cost Share (%)		Not to Exceed Amount for Sharing Costs of Watershed Sanitary Survey	Not to Exceed Amount for Sharing Costs of Technical Memoranda (c)
	Project Management (Consultant and Sacramento), and Watershed Evaluation, Water Quality Review, Report Preparation (Consultant) (a)	Compliance Evaluation (Consultant) (b)		
CWD	8.33	10	\$15,896	\$0
City of Folsom	8.34	10	\$15,908	\$1,500
City of Roseville	8.34	10	\$15,908	\$1,500
City of Sacramento	8.34	10	\$15,908	\$8,800
EBMUD	8.33	---	\$11,996	\$0
EID	8.33	10	\$15,896	\$0
FSP	8.33	10	\$15,896	\$0
GDPUD	8.33	10	\$15,896	\$1,500
GSWC	8.33	10	\$15,896	\$700
PCWA	8.33	10	\$15,896	\$0
SCWA	8.33	---	\$11,996	\$1,500.
SJWD	8.34	10	\$15,908	\$1,500

Footnotes:

- (a) Equal shares for consultant costs (for project management, watershed evaluation, water quality review, and report preparation), and for City of Sacramento project management costs.
- (b) Compliance evaluation costs split between ten participating agencies with intakes on the American River, weighted by number of intakes evaluated.
- (c) Cost sharing for technical memoranda related to the watershed sanitary survey but not included in it will be shared equally by those agencies that benefit from the technical memoranda. Additional funding may be approved and provided by any agency for specific additional services provided for that agency. The amount shown for the City of Sacramento includes an additional \$7,300 for a City-only task.

**Exhibit C**  
**American River Watershed Sanitary Survey 2018 Update**  
**Scope, Schedule, and Budget Summary**

Item	Task	Schedule (a), (b)	Not to Exceed Amount Per Partner (c), (d)
A	American River Watershed Sanitary Survey 2018 Update	August 2017-approximately June 2019	See Exhibit B
B	American River Joint Source Water Protection Program (JSWP) and Keep Our Waters Clean (KOWC) FY2019	July 2018-June 2019	\$20,000 (e)
C	American River JSWP and KOWC FY2020	July 2019-June 2020	\$20,000 (e)
D	American River JSWP and KOWC FY2021	July 2020-June 2021	\$20,000 (e)
E	American River JSWP and KOWC FY2022	July 2021-June 2022	\$20,000 (e)
F	American River JSWP and KOWC FY2023	July 2022-June 2023	\$20,000 (e)

Footnotes:

- (a) Additional years for the additional activities will be covered by this MOU until a new MOU is in place for the 2023 update to the American River Watershed Sanitary Survey.
- (b) Annual source water protection work may need to be completed after June of each year.
- (c) EBMUD's cost share for the entire term of the MOU will not exceed \$24,000 except as may be otherwise agreed in writing by EBMUD.
- (d) PCWA's cost share for the entire term of the MOU will not exceed the \$15,896 amount specified on Exhibit B for participation in the American River Watershed Sanitary Survey 2018 Update (Item A). PCWA will not participate in cost sharing for Items B-F, except as may be otherwise agreed in writing by PCWA.
- (e) \$20,000 is one total amount for Items B-F, plus cost share of program management cost at option of City of Sacramento. A Party shall not be required to participate in cost sharing for Items B through F unless and until the Party's representative confirms the Party's participation in writing.

**RESOLUTION NO. 2017-19**

**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE  
AMERICAN RIVER WATERSHED SANITARY SURVEY UPDATE**

**WHEREAS**, the State Water Resources Control Board requires water suppliers using surface water sources to complete a sanitary survey of their respective watershed(s) and to provide an update every five years; and

**WHEREAS**, the Georgetown Divide Public Utility District has participated in the development of an agreement regarding the contracting and apportionment of costs for a sanitary survey update of the American River Watershed area; and

**WHEREAS**, the other parties to this agreement include the Carmichael Water District, the City of Folsom, the City of Roseville, the City of Sacramento, East Bay Municipal Utility District, El Dorado Irrigation District, Folsom State Prison, Golden State Water Company, Placer County Water Agency, Sacramento County Water Agency, and San Juan Water District; and

**WHEREAS**, a Memorandum of Understanding, included in this resolution as Exhibit A, was prepared to memorialize an agreement and understanding of the parties with respect to the apportionment of costs for the 2018 sanitary survey update of the American River Watershed Area and potential optional follow-up or related activities.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Georgetown Divide Public Utility District approves the aforementioned Memorandum of Understanding and authorizes the General Manager to enter into this agreement.

**PASSED AND ADOPTED** at a regularly held meeting of the Board of Directors of the Georgetown Divide Public Utility District this 8<sup>th</sup> day of August, 2017.

AYES:

NOES:

ABSENT/ABSTAIN:

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Londres Uso, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



ATTEST:

---

Steven Palmer, PE, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of **Resolution 2017-19** duly and regularly adopted by the Board of Directors of THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, on the 8<sup>th</sup> day of August, 2017.

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Steven Palmer, PE, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017**

**Item No. 5D**



**AGENDA SECTION: INFORMATIONAL ITEMS**

**SUBJECT: OPERATIONS MANAGER'S REPORT**

**PREPARED BY:** Darrell Creeks, Operations Manager 

**APPROVED BY:** Steven Palmer, PE, General Manager 

**Water Treatment (ALT & Walton)**

The Auburn Lake Trails Water Treatment Plant produced 40.752 million gallons of potable water for the month of July. This equates to an average of 1,314,580 gallons per day. This flow is an increase of 238,290 gallons per day from the month of June. The Walton Lake Water Treatment Plant produced 39.381 million gallons of potable water for the month of July. This equates to an average of 1,270,354 gallons per day. This flow is an increase of 254,548 gallons per day from the month of June.

As of July 2014, the District is required to report to the State the amount of total potable water produced through the two plants (ALT and Walton) monthly, and to compare that value with the demands of the prior year over the same reporting period. The table that follows shows the percentage increase (+) or decrease (-) for 2017 compared to 2016 and 2013.

Month	Total Prod. M.G. 2017	+/- % of 2016	+/- % of 2013	Month	Total Prod. M.G. 2017	+/- % of 2016	+/- % of 2013
Jan.	28.532	+1%	-8%	Jul.	80.133	+7%	-16%
Feb.	23.775	-9%	-9%	Aug.			
Mar.	25.518	-7%	-22%	Sep.			
Apr.	28.590	-14%	-34%	Oct.			
May	49.371	-13%	-28%	Nov.			
Jun.	64.855	+7%	-20%	Dec.			

On April 26, 2017, the State Water Resources Control Board rescinded the water supply stress test requirements and mandatory conservation standards for urban water suppliers. Therefore, the District is no longer required to reduce water consumption by 29% compared to 2013. The State Water Resources Control Board kept in place the water use reporting requirements and prohibitions against water waste. Customers are still prohibited from outdoor watering during or within 48 hours of a rain event, washing sidewalks, and overwatering landscaping such that water runs off onto the sidewalk. The District is still required to reduce 20% by 2020 on a gallon per capita, per daily basis.

### **Emergency Pump Repairs**

There were two pump motor failures at the ALT plant in July. Both were taken offline and sent in to be repaired. All pumps and motors are now operational.

### **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 Water Resources Control Board (SWRCB). Under contract with the District, Becky Siren prepared the required reports and reviewed key elements of the same with District Staff prior to submittal.

The Treatment Plant reports showed compliance with all drinking water standards, with the exception of the Auburn Lake Trails Water Treatment Plant, which is currently under a compliance order from SWRCB 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, as submitted to the SWRCB, has not been included in this report due to the technical nature and overall size of the document.

### **Waste Water: Auburn Lake Trails**

The Notice of Violation issued by the Regional Water Quality Control Board included an August 1, 2017 deadline for submittal of a Leachfield Capacity Report and Water Balance Report. In order to adequately address the requirements of the NOV, and prepare the reports, the District has requested an extension of time from August 1, 2017 to January 25, 2018 in order to complete the work required and submit the reports. The contract with the consulting engineer has been approved by the Board and is in the process of being executed. .

Average daily flows in the community disposal system were 24,627 gallons per day. This value does not exceed the limit of 71,800 gallons per day as identified in the Waste Discharge Requirements.

The District has, to date, completed all required laboratory monitoring of groundwater, surface water and wastewater effluent.

The District is currently up to date in the monitoring of waste water systems in the zone.

### **Stumpy Meadows Reservoir**

As of August 1, 2017, Stumpy Meadows Reservoir showed a reservoir elevation of 4259' 6", representing storage of 19,195 acre-feet, or 96% of capacity.

Current releases from Stumpy on this date, at the base of the dam were 30.0 CFS. Additional water flows out of Stumpy over the spillway. Flow into Stumpy on the day of this report was recorded at 8.63 CFS.

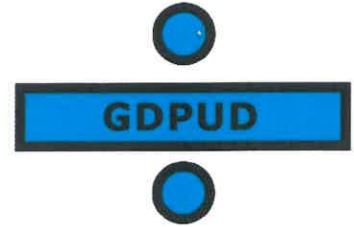
**Field Work Activities – Distribution and Maintenance**

Treated Water Distribution: The Distribution crew worked throughout the District distribution system repairing leaks, repairing meters, installation of new services, and adjusting altitude and pressure reducing valves. The Distribution crew completed all required water quality sampling and “USA” surveys.

Maintenance: The Maintenance crew is working on stopping leaks in the ditch while making sure customers are getting their water.

**RECOMMENDATION:** Receive and file this report.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017  
Agenda Item No. 5E**



**AGENDA SECTION:** INFORMATIONAL ITEMS

**SUBJECT:** ALT WATER TREATMENT PLANT PROJECT UPDATE

**PREPARED BY:** George Sanders, Engineering Consultant

**APPROVED BY:** Steven Palmer, PE, General Manager

Handwritten signatures in blue ink. One signature is above the name "George Sanders" and another is above the name "Steven Palmer".

---

This is a summary of the various work activities at the ALT Treatment Plant for the month of July. Attachment 1 is the third in a series of update flyers that will be posted on the District's website and Facebook.

In addition to the construction work performed by Myers & Sons, the District is also under contract with NEXGEN for construction management, PSOMAS for Engineering Support during construction, Youngdahl Consulting Group for the material testing, and Foothill Associates for CEQA compliance.

*Myers & Sons Construction*

Construction activities during this reporting period have concentrated on work within the areas of the Chlorine Contact Basin, the Raw Water Pump Station and the Sludge Drying Beds. Work within the Chlorine Contact Basin has consisted of concrete pours of the interior walls. Work within the Raw Water Pump Station has included the excavation for the concrete footings and slab together with the placement of a portion of the reinforcing steel. Work within the Sludge Drying Beds has consisted of excavation of the footings together with the placement of a portion of the reinforcing steel.

As of this date, the total number of Contractor submittals is 142 and the requests for information is 79.

*PSOMAS*

This firm is under contract with the District to provide Engineering Support during construction. Primary functions consist of the review of contractor submittals, requests for information (RFI) and provide added clarity on various construction related matters. Psomas continues to provide Engineering Support.

---

Youngdahl Consulting Group

The material testing at the site during this reporting period is limited to the material testing of concrete (air entrainment, temperature, slump and compressive strength).

Foothill Associates

This firm is under contract with the District to assist with CEQA compliance together with implementation of the Storm Water Pollution Prevention Plan (SWPPP). No work activities have been performed by Foothill Associates during this reporting period.

NEXGEN

This firm is under contract with the District to provide Construction Management services. NEXGEN is currently providing construction inspection at the site daily.

Budget

Project expenses since start of construction as compared to budget are summarized in the table below. At this point, projected expenditures are within the approved project budget.

<b>Phase</b>	<b>Expended to Date</b>	<b>Budget</b>
Construction	\$2,130,085	\$11,249,000
Construction Engineering, Construction Management, and Environmental	\$142,872	\$1,076,226
Total	\$2,272,957	\$12,325,226

EPA Grant and State SRF Payment Requests

The District submitted one final payment request in the amount of \$81,850, for EPA Grant funds last month. This payment was received which will allow staff to complete the final reporting and close out the Grant.

On June 30, 2017, the District received the first reimbursement payment from the State Revolving Fund Loan Agreement. The amount of that payment was \$ 1,157,141. The District has a current reimbursement request in the amount of \$439,850, with payment anticipated soon.

Information contained in this report will be supplemented with project-related photos. This concludes the ALT update for the month of July. Staff remains available to answer questions.



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017  
AGENDA ITEM NO. 6A**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: FY 2016-17 Year End Budget Amendments**

**PREPARED BY: Kristen West, Finance Consultant**

**APPROVED BY: Steven Palmer, PE, General Manager**

A handwritten signature in blue ink, appearing to be "S. Palmer", is written over the name of the General Manager.

---

**BACKGROUND**

The Public Utility District ("District") prepares an annual operating budget in the Spring of each year for the adoption for the subsequent fiscal year. The budget attempts to forecast the expenses anticipated for the next fiscal year and appropriates funds to cover administration and personnel, as well as services and supplies.

Throughout the year amendments are made, if necessary, as considered by the Board of Directors. Furthermore, a mid-year review of the adopted budget is made to determine if additional adjustments are necessary to accommodate unforeseen circumstances, primarily in the personnel and services categories.

**DISCUSSION**

A budget amendment is normally recommended in the mid-year review to reflect the approximate actual expense. The yearend adjustment is recommended to true-up the differences to more appropriately reflect activity. Attachment 1 includes the budget to actual analysis by fund. Attachment 2 includes the proposed budget amendment forms for Fiscal Year 2016-17. A summary of the amendments are presented as follows:

**Personnel related accounts (5010 – 5024 accounts)**

The net change to this budget category is an increase of \$510,394. The primary drivers for this increase are due to the addition of the CalPERS Unfunded Liability payments line item in the amount of \$408,594, and an increase in health insurance costs in the amount of \$93,295.

**Services and Supplies related accounts (5027 – 5091 accounts)**

The net change to this budget category is an increase of \$38,115. The primary drivers for this increase are due to the increases in engineering studies in the amount of \$28,744.



---

**FISCAL IMPACT**

The FY 2016-17 budget amendment proposes a net increase in operating expenditures of \$548,510; an increase of \$606,827 to the Water Fund, and a decrease of (\$58,318) to the Wastewater Fund.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution 2017-18 amending the FY 2016-17 Budget.

**ATTACHMENTS**

1. Appendix A - Budget to Actual Analysis Worksheet
2. Budget Change Request Form
3. Resolution 2017-18

## APPENDIX A

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**Budget to Actual Analysis**  
*Expenses by Fund*  
Period Ending June 30, 2017

	FY 2016-17 Amend. Budget	FY 2016-17 YTD Actual as of June	FY 2016-17 Budget Adjustment
<b>WATER FUND</b>			
<i>Personnel Related</i>			
5010 Labor	\$ 1,057,108	\$ 1,133,393	\$ 76,285
5011 Temporary Labor	94,000	84,853	(9,147)
5013 PERS UAL	-	325,372	325,372
5014 PERS	117,592	111,566	(6,026)
5015 Deferred Compensation	-	2,385	2,385
5016 Payroll Taxes	98,761	102,555	3,794
5017 Standby	45,500	53,712	8,212
5018 Insurance: Health, Life, etc	266,190	342,288	76,098
5019 Overtime	64,000	77,476	13,476
5020 Insurance: Worker's Comp.	85,430	38,049	(47,381)
<i>Personnel Total</i>	1,828,581	2,271,650	443,069
 <i>Services and Supplies</i>			
5027 Audit	20,000	16,640	(3,360)
5028 Engineering Studies	-	28,744	28,744
5030 Building Maintenance	-	253	253
5034 Insurance: General	62,615	59,583	(3,032)
5036 Legal--General	91,000	94,488	3,488
5038 Materials and Supplies	170,650	151,647	(19,003)
5039 Rental/Durable	27,200	30,420	3,220
5040 Office Supplies	43,000	46,147	3,147
5041 Staff Development	10,500	5,822	(4,678)
5042 Travel--Conference	15,000	6,034	(8,966)
5044 Utilities	178,000	187,864	9,864
5046 Vehicle & Equipment Maintenance	41,000	39,364	(1,636)
5048 Vehicle Operations	37,200	40,150	2,950
5060 Bank Fees & Payroll Services	5,000	5,682	682
5068 Retiree Health Premium	132,000	144,232	12,232
5070 Director Stipends	24,000	24,031	31
5076 Building Maintenance	9,500	6,618	(2,882)
5080 Outside Service/Consultants	103,000	151,478	48,478
5084 Govt. Reg./Lab Fees	70,000	117,734	47,734
5089 Other: Memberships	-	16,788	16,788
5090 Other:	39,000	61,887	22,887
5091 Other: Elections	-	6,816	6,816
<i>Services and Supplies Total</i>	1,078,665	1,242,424	163,759
 <i>Water Fund Total</i>	\$ 2,907,246	\$ 3,514,073	\$ 606,827

## APPENDIX A

### GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

#### Budget to Actual Analysis

#### *Expenses by Fund*

Period Ending June 30, 2017

	FY 2016-17 Amend. Budget	FY 2016-17 YTD Actual as of June	FY 2016-17 Budget Adjustment
<b>WASTEWATER FUND</b>			
<i>Personnel Related</i>			
5010 Labor	96,000	73,099	(22,901)
5011 Temporary Labor	-	1,642	1,642
5013 PERS UAL	-	83,222	83,222
5014 PERS	-	5,980	5,980
5016 Payroll Taxes	7,872	5,822	(2,050)
5017 Standby	10,000	303	(9,697)
5018 Insurance: Health, Life, etc	5,760	22,957	17,197
5019 Overtime	-	14	14
5020 Insurance: Worker's Comp.	8,639	2,557	(6,082)
<i>Personnel Total</i>	<u>128,271</u>	<u>195,597</u>	<u>67,326</u>
<i>Services and Supplies</i>			
5027 Audit	2,000	-	(2,000)
5034 Insurance: General	5,080	2,456	(2,624)
5036 Legal--General	30,000	13,125	(16,875)
5038 Materials and Supplies	13,000	5,294	(7,706)
5039 Rental/Durable	-	2,935	2,935
5040 Office Supplies	5,000	2,075	(2,925)
5041 Staff Development	-	200	200
5044 Utilities	20,308	12,104	(8,204)
5046 Vehicle & Equipment Maintenance	10,000	2,968	(7,032)
5048 Vehicle Operations	13,000	2,215	(10,785)
5080 Outside Service/Consultants	30,000	25,863	(4,137)
5084 Govt. Reg./Lab Fees	100,000	33,393	(66,607)
5090 Other:	-	116	116
<i>Services and Supplies Total</i>	<u>228,388</u>	<u>102,745</u>	<u>(125,643)</u>
<i>Wastewater Total</i>	<u>\$ 356,659</u>	<u>\$ 298,341</u>	<u>\$ (58,318)</u>

## APPENDIX A

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**Budget to Actual Analysis**  
*Expenses by Fund*  
 Period Ending June 30, 2017

	FY 2016-17 Amend. Budget	FY 2016-17 YTD Actual as of June	FY 2016-17 Budget Adjustment
<b>GRAND TOTAL</b>			
<i>Personnel Related</i>			
5010 Labor	\$ 1,153,108	\$ 1,206,492	\$ 53,384
5011 Temporary Labor	94,000	86,494	(7,506)
5013 PERS UAL	-	408,594	408,594
5014 PERS	117,592	117,546	(46)
5015 Deferred Compensation	-	2,385	2,385
5016 Payroll Taxes	106,633	108,377	1,744
5017 Standby	55,500	54,015	(1,485)
5018 Insurance: Health, Life, etc	271,950	365,245	93,295
5019 Overtime	64,000	77,490	13,490
5020 Insurance: Worker's Comp.	94,069	40,606	(53,463)
<i>Personnel Total</i>	<u>1,956,852</u>	<u>2,467,246</u>	<u>510,394</u>
<i>Services and Supplies</i>			
5027 Audit	22,000	16,640	(5,360)
5028 Engineering Studies	-	28,744	28,744
5030 Building Maintenance	-	253	253
5034 Insurance: General	67,695	62,038	(5,657)
5036 Legal--General	121,000	107,613	(13,387)
5038 Materials and Supplies	183,650	156,941	(26,709)
5039 Rental/Durable	27,200	33,356	6,156
5040 Office Supplies	48,000	48,223	223
5041 Staff Development	10,500	6,022	(4,478)
5042 Travel--Conference	15,000	6,034	(8,966)
5044 Utilities	198,308	199,968	1,660
5046 Vehicle & Equipment Maintenance	51,000	42,333	(8,667)
5048 Vehicle Operations	50,200	42,365	(7,835)
5060 Bank Fees & Payroll Services	5,000	5,682	682
5068 Retiree Health Premium	132,000	144,232	12,232
5070 Director Stipends	24,000	24,031	31
5076 Building Maintenance	9,500	6,618	(2,882)
5080 Outside Service/Consultants	133,000	177,341	44,341
5084 Govt. Reg./Lab Fees	170,000	151,127	(18,873)
5089 Other: Memberships	-	16,788	16,788
5090 Other:	39,000	62,003	23,003
5091 Other: Elections	-	6,816	6,816
<i>Services and Supplies Total</i>	<u>1,307,053</u>	<u>1,345,168</u>	<u>38,115</u>
<i>Grand Total</i>	<u>\$ 3,263,905</u>	<u>\$ 3,812,415</u>	<u>\$ 548,510</u>

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**Administrative Directive**  
**Budget Change Request Form**  
**Fiscal Year 2016-17**

Date: July 17, 2017

To: Steve Palmer, PE, General Manager

From: Kristen West, Consultant

**Source of Funds or Transfer from:**


Account Description	Account Number	Amount
		\$
		\$
		\$
		\$
		\$
		\$
<b>Total:</b>		\$ <u>-</u>

**New Appropriation or Transfer to:**

Account Description	Account Number	Amount
Labor	10 5010	\$ 76,285
Temporary Labor	10 5011	\$ (9,147)
PERS UAL	10 5013	\$ 325,372
PERS	10 5014	\$ (6,026)
Deferred Compensation	10 5015	\$ 2,385
Payroll Taxes	10 5016	\$ 3,794
Standby	10 5017	\$ 8,212
Insurance: Health, Life, etc.	10 5018	\$ 76,098
Overtime	10 5019	\$ 13,476
Insurance: Worker's Comp	10 5020	\$ (47,381)
<b>Personnel Total:</b>		\$ <u>443,069</u>
Audit	10 5027	\$ (3,360)
Engineering Studies	10 5028	\$ 28,744
Building Maintenance	10 5030	\$ 253
Insurance: General	10 5034	\$ (3,032)
Legal - General	10 5036	\$ 3,488
Materials and Supplies	10 5038	\$ (19,003)
Rental/Durable	10 5039	\$ 3,220
Office Supplies	10 5040	\$ 3,147
Staff Development	10 5041	\$ (4,678)
Travel - conference	10 5042	\$ (8,966)
Utilities	10 5044	\$ 9,864
Vehicle & Equipment Maintenance	10 5046	\$ (1,636)
Vehicle Operations	10 5048	\$ 2,950
Bank Fees & Payroll Services	10 5060	\$ 682
Retiree Health Premium	12 5068	\$ 12,232
Director Stipends	10 5070	\$ 31
Building Maintenance	10 5076	\$ (2,882)
Outside Service Consultants	10 5080	\$ 48,478
Govt. Reg./Lab Fees	10 5084	\$ 47,734
Other: Membership	10 5089	\$ 16,788
Other: Recruitment & County Fees	10 5090	\$ 22,887
Other: Elections	10 5091	\$ 6,816
<b>Services and Supplies Total:</b>		\$ <u>163,759</u>
<b>Grand Total:</b>		\$ <u>606,827</u>

**Reason for change:**

To amend FY 2016-17 budgeted Water Fund expenses to appropriately reflect yearend operations activity

Requested by:  Date: 7/17/17  
*Kristen West, Consultant*

General Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
*Steve Palmer, PE, General Manager*

Recommended: Yes:  No:

Approved: Yes:  No:

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**Administrative Directive**  
**Budget Change Request Form**  
**Fiscal Year 2016-17**

**Date:** July 17, 2017

**To:** Steve Palmer, PE, General Manager

**From:** Kristen West, Consultant

**Source of Funds or Transfer from:**

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
<b>Total:</b>		\$ _____

**New Appropriation or Transfer to:**

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>
Labor	40 5010 6700	\$ (22,901)
Temporary Labor	40 5011 6700	\$ 1,642
PERS UAL	40 5013 6700	\$ 83,222
PERS	40 5014 6700	\$ 5,980
Payroll Taxes	40 5016 6700	\$ (2,050)
Standby	40 5017 6700	\$ (9,697)
Insurance: Health, Life, etc.	40 5018 6700	\$ 17,197
Overtime	40 5019 6700	\$ 14
Insurance: Worker's Comp	40 5020 6700	\$ (6,082)
		\$ _____
		\$ _____
<b>Personnel Total:</b>		\$ 67,326

Audit	40 5027 6700	\$ (2,000)
Insurance: General	40 5034 6700	\$ (2,624)
Legal - General	40 5036 6700	\$ (16,875)
Materials and Supplies	40 5038 6700	\$ (7,706)
Rental/Durable	40 5039 6700	\$ 2,935
Office Supplies	40 5040 6700	\$ (2,925)
Staff Development	40 5041 6700	\$ 200
Utilities	40 5044 6700	\$ (8,204)
Vehicle & Equipment Maintenance	40 5046 6700	\$ (7,032)
Vehicle Operations	40 5048 6700	\$ (10,785)
Outside Service Consultants	40 5080 6700	\$ (4,137)
Govt. Reg./Lab Fees	40 5084 6700	\$ (66,607)
Other: Recruitment & County Fees	40 5090 6700	\$ 116
		\$ _____
		\$ _____

**Services and Supplies Total:** \$ (125,643)

**Grand Total:** \$ (58,318)

**Reason for change:**

To amend FY 2016-17 budgeted Wastewater Fund expenses to appropriately reflect yearend operations activity

Requested by:  Date: 7/17/17

General Manager: Steve Palmer, PE, General Manager Date: \_\_\_\_\_

Recommended: Yes:  No:

Approved: Yes:  No:

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
Administrative Directive  
Budget Change Request Form  
Fiscal Year 2016-17

Date: July 17, 2017

To: Steve Palmer, PE, General Manager

From: Kristen West, Consultant

Source of Funds or Transfer from:


Account Description	Account Number	Amount
		\$
		\$
		\$
		\$
		\$
<b>Total:</b>		\$ -

New Appropriation or Transfer to:

Account Description	Account Number	Amount
Labor	10 5010	\$ 76,285
Temporary Labor	10 5011	\$ (9,147)
PERS UAL	10 5013	\$ 325,372
PERS	10 5014	\$ (6,026)
Deferred Compensation	10 5015	\$ 2,385
Payroll Taxes	10 5016	\$ 3,794
Standby	10 5017	\$ 8,212
Insurance: Health, Life, etc.	10 5018	\$ 76,098
Overtime	10 5019	\$ 13,476
Insurance: Worker's Comp	10 5020	\$ (47,381)
<b>Personnel Total:</b>		\$ 443,069
Audit	10 5027	\$ (3,360)
Engineering Studies	10 5028	\$ 28,744
Building Maintenance	10 5030	\$ 253
Insurance: General	10 5034	\$ (3,032)
Legal - General	10 5036	\$ 3,488
Materials and Supplies	10 5038	\$ (19,003)
Rental/Durable	10 5039	\$ 3,220
Office Supplies	10 5040	\$ 3,147
Staff Development	10 5041	\$ (4,678)
Travel - conference	10 5042	\$ (8,966)
Utilities	10 5044	\$ 9,864
Vehicle & Equipment Maintenance	10 5046	\$ (1,636)
Vehicle Operations	10 5048	\$ 2,950
Bank Fees & Payroll Services	10 5060	\$ 682
Retiree Health Premium	12 5068	\$ 12,232
Director Stipends	10 5070	\$ 31
Building Maintenance	10 5076	\$ (2,882)
Outside Service Consultants	10 5080	\$ 48,478
Govt. Reg./Lab Fees	10 5084	\$ 47,734
Other: Membership	10 5089	\$ 16,788
Other: Recruitment & County Fees	10 5090	\$ 22,887
Other: Elections	10 5091	\$ 6,816
<b>Services and Supplies Total:</b>		\$ 163,759
<b>Grand Total:</b>		\$ 606,827

Reason for change:

To amend FY 2016-17 budgeted Water Fund expenses to appropriately reflect yearend operations activity

Requested by:  Date: 7/17/17  
Kristen West, Consultant

General Manager: Steve Palmer, PE, General Manager Date: \_\_\_\_\_

Recommended: Yes:  No:   
Approved: Yes:  No:





**RESOLUTION NO. 2017-18**

**RESOLUTION AUTHORIZING THE ANNUAL YEAR END BUDGET ADJUSTMENTS FOR FISCAL YEAR 2016-2017, INCREASING WATER FUND EXPENDITURES BY \$606,827 AND DECREASING WASTEWATER FUND EXPENDITURES BY \$58,318**

**WHEREAS**, the original Fiscal Year 2016-2017 budget was approved by the Board of Directors of the Georgetown Divide Public Utility District (District) on July 12, 2016; and

**WHEREAS**, the annual midyear FY 2016-17 budget amendments were reviewed and approved by the Board of Directors on February 14, 2017; and

**WHEREAS**, the annual yearend FY 2016-17 budget amendments proposed by the General Manager were reviewed by the Board of Directors;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Georgetown Divide Public Utility District approves the FY 2016-17 budget amendments as shown in Appendix A, and authorizes district finance staff to adjust the budgets to reflect the approved changes as follows:

1. \$606,827 increase in the Water Fund for various budgeted expenditures including increased service contracts, personnel costs and pension expense.
2. (\$58,318) decrease in the Wastewater Fund for various budgeted expenditures including increases to personnel and decreases to services and supplies.

**PASSED AND ADOPTED** at a regularly held meeting of the Board of Directors of the Georgetown Divide Public Utility District this 8<sup>th</sup> day of August, 2017.

AYES:

NOES:

ABSENT/ABSTAIN:

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Londres Uso, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

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Steven Palmer, PE, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of **Resolution 2017-18** duly and regularly adopted by the Board of Directors of THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, on the 8<sup>th</sup> day of August, 2017.

---

Steven Palmer, PE, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF August 8, 2017  
AGENDA ITEM NO. 6B**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: ORDINANCE 2017-02 TO TRANSITION TO AT-LARGE ELECTIONS  
WITHIN THE ENTIRE DISTRICT**

**PREPARED BY:** Barbara Brenner, District General Counsel

**APPROVED BY:** Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, General Manager.

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**BACKGROUND**

At the June 13, 2017 Board meeting, Board President Londres Uso requested a discussion regarding the method by which the Georgetown Divide Public Utility District ("District") Board of Directors members are elected. On July 11, 2017, staff presented a discussion of the election system at the District. Currently, District Directors are elected at-large, with each candidate running for a designated number seat (*i.e.*, Director-At-Large Number One, Number Two, etc.). Staff also presented information from the South Tahoe Public Utility District where they transitioned to an election system where their directors are elected at-large by number of votes and seats available, not by designated seats. The South Tahoe Public Utility District ordinance transitioning to that election system became effective July 18, 2015. At the conclusion of discussion of the July 11, 2017, item, the Board of Directors directed the staff to work with the General Counsel to prepare an ordinance to transition to at-large without designated seats for elections of District directors.

**DISCUSSION**

Pursuant to Public Utilities Code sections 15956 and 15975, the District may choose between three different election systems: by designated seats, at-large within the entire District, or at-large by wards within the District (*i.e.*, by district). Prior to 2009, most public utility districts were required to elect directors at-large by designated seats. In 2009, the California Legislature amended Public Utilities Code section 15956, adding subdivision (b), to allow public utility districts to hold district-wide at-large elections without consideration of designated seats.

In accordance with Public Utilities Code section 15956, subdivision (a), the current procedure used by the District for election to the Board requires candidates to run for a designated seat number. Candidates for a particular seat number run against each other. Candidates for different seat numbers do not run against each other. Pursuant to Public Utilities Code section 15956, subdivision (b), the Board may adopt an ordinance providing that candidates for directors at-large need not designate a numbered seat for election. Instead, the ordinance may provide that the candidate or candidates receiving the most votes district-wide are elected to the open seat or seats on the Board of Directors. Thus, all candidates for Director seats run at-large against each other, without consideration of seat designation.

The attached ordinance (“Ordinance”) exercises the District’s ability to transition its election system to an at-large approach without the designated seat numbers. If adopted, the District’s Board of Directors would be elected at large from the next election scheduled in 2018 forward. The staggering of the Board of Directors’ terms would not change under this Ordinance.

**FISCAL IMPACT**

There is no fiscal impact associated with transitioning the District’s election system to at-large without a designated number seat. There may be separate costs associated with future elections materials associated with reflecting the change in election system.

**CEQA ASSESSMENT**

The proposed action does not constitute a project under the California Environmental Quality Act, pursuant to Public Resources Code sections 21065 and 21080.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the GDPUD adopt Ordinance 2017-02 to transition to at-large elections without designated seat numbers for Director elections.

**ATTACHMENTS**

1. Ordinance

**ORDINANCE NO. 2017-02**

**AN ORDINANCE OF THE GEORGETOWN DIVIDE PUBLIC UTILITY  
DISTRICT CHANGING THE METHOD BY WHICH DIRECTORS OF  
THE DISTRICT ARE ELECTED**

BE IT ENACTED by the Board of Directors of the Georgetown Divide Public Utility District ("District"), County of El Dorado, State of California, that:

WHEREAS, the purpose of this Ordinance is to change the method by which directors of the District are elected; and

WHEREAS, since the District's formation, the District's directors have been elected at large to an office designed as either Seat Number 1, Seat Number 2, Seat Number 3, Seat Number 4, or Seat Number 5 in accordance with Public Utilities Code section 15956, subdivision (a); and

WHEREAS, pursuant to Public Utilities Code section 15956, subdivision (b), the Board of Directors may adopt an Ordinance that provides candidates for directors at-large need not designate a numbered office. The Ordinance shall instead require that the candidates receiving the greatest number of votes district-wide as there are directors to be elected shall be elected to the Board of Directors; and

WHEREAS, the Board of Directors has previously considered whether to change the method by which the Directors are elected; and

WHEREAS, the Board of Directors seeks to transition from the election of directors by numbered office to the election of candidates receiving the greatest number of votes district-wide being elected to the Board of Directors; and

NOW, THEREFORE, the Board of Directors of the Georgetown Divide Public Utilities District does ordain as follows:

Section 1. Definitions. For the purposes of this Ordinance, the terms used herein are defined as follows:

- a. "The District" shall mean the Georgetown Divide Public Utilities District.
- b. "The Board of Directors" shall mean the Board of Directors of the Georgetown Divide Public Utilities District.
- c. "Directors" shall mean the members of the Board of Directors.

Section 2. Changing the Method by Which Directors of the District are Elected At-Large.

- a. Candidates for Director at-large need not designate a numbered office.
- b. The candidates receiving the greatest number of votes district-wide as there are Directors to be elected shall be elected to the District's Board of Directors.
- c. The District's Clerk of the Board of Directors is directed to publish this Ordinance in accordance with the laws of the State of California.
- d. The District's Clerk of the Board of Directors is directed to send a copy of this Ordinance to the County of El Dorado after this Ordinance has become effective.

Section 3. Severability. If any portion, phrase, or segment of this Ordinance is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Ordinance. The District hereby declares its intent to adopt this Ordinance irrespective of the fact that one or more of its provisions may be declared invalid subsequent thereto.

I HEREBY CERTIFY that the foregoing Ordinance was duly INTRODUCED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT on the \_\_\_\_ day of \_\_\_\_\_, 2017, and was PASSED AND ADOPTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT on this \_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

Londres Uso, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

---

Steven Palmer, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

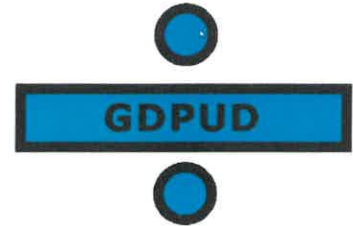
CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of **Ordinance 2017-02** duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, at a meeting duly held on the \_\_\_\_ day of \_\_\_\_\_, 2017.

---

Steven Palmer, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017  
AGENDA ITEM NO. 6C**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: PROVIDE DIRECTION ON POLICY FOR A LOW-INCOME WATER RATE ASSISTANCE PROGRAM WITH A SOURCE OF FUNDING OTHER THAN WATER RATES**

**PREPARED BY:** Steven Palmer, PE, General Manager

**APPROVED BY:** Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "SP", is written over the name of the General Manager in the "APPROVED BY" line.

---

**BACKGROUND**

At previous meetings, the Board has expressed interest in developing a program to provide subsidies to customers that have difficulties in paying their water bills each month. At the February 2017 meeting, the Board directed Staff to pursue partnering with a local non-profit to establish a mechanism for District employees to make voluntary contributions to a local non-profit fund dedicated to helping customers pay their water bills. The non-profit was to administer and manage the program, with the District only committing to provide employees with the option to make a voluntary contribution via payroll deduction. This program has not yet been implemented.

The concept of low income subsidies and a low-income rate assistance program (LIRA) was also raised during rate study presentations to the Finance Committee and the Board on April 25, 2017, and May 8, 2017, respectively. At these meetings, the Finance Committee and Board both recommended that if the District developed a LIRA program that the District should minimize the Staff time required to administer the program.

One additional nuance to a District LIRA is that the State of California Water Resources Control Board (State) is developing guidelines for a Statewide LIRA. This statewide program is required by AB401, and is still being developed. The State has presented several scenarios for public comment, and a final report is due to the legislature in early 2018. Implementation would take additional time after that, and additional details are not clear. It is possible that the District may be subject to the new State program in lieu of its' own LIRA program.

**DISCUSSION**

*Other LIRA Programs*

Staff surveyed other local water agencies to find out if they have similar LIRA Programs.

El Dorado Irrigation District (EID) has developed the "Helping Hands" program in cooperation with the El Dorado Community Foundation and El Dorado County Department of Human Services. This program provides assistance to customers who experience a financial catastrophe and are unable to pay their



EID utility bill. The program is funded entirely by voluntary contributions from EID employees, customers, or other residents of the county, and provides payment for 50% of the eligible customers' water bill. This is different from a true LIRA Program because it only applies to catastrophic needs.

Placer County Water Agency (PCWA) and Nevada Irrigation District (NID) do not have programs to assist low income customers with their water bills.

The City of Roseville has programs to assist low income customers with electric bills, but not water.

San Juan Water District does not have a LIRA Program; however, they do offer a level pay option to smooth out water bills over the course of the year.

The City of Sacramento offers a LIRA. The program accepts customers that are either already enrolled in Sacramento Metropolitan Utility District's Energy Assistance Program (EAP) or demonstrate that they meet the following income limits:

<b>Persons in Household</b>	<b>Monthly Income</b>	<b>Annual Income</b>
1-2	\$2,706	\$32,480
3	\$3,403	\$40,840
4	\$4,100	\$49,200
5	\$4,796	\$57,560
6	\$5,493	\$65,920
7	\$6,190	\$74,280
8	\$6,886	\$82,640
Each Additional Member	\$696	\$8,360

A copy of the City of Sacramento application form is included as Attachment 1. The City of Sacramento program is funded by a citywide utility user tax which is General Fund revenue. Approximately 2.5 million dollars was set aside for the program in 2013, and roughly 1.2 million dollars has been spent to date.

California Water Service, which serves communities throughout California including local areas such as Oroville, Dixon, and Stockton. The California Water Service LIRA program accepts customers that are already enrolled in one of the following assistance programs:

- Medicaid/Medi-Cal for Families A & B
- Supplemental Security Income (SSI)
- CalFRESH SNAP
- Women, Infants, and Children Program (WIC)
- Low Income Home Energy Assistance Program (LIHEAP)
- CalWORKS/Temporary Assistance for Needy Families (TANF)
- National School Lunch Program (NSLP)
- Bureau of Indian Affairs General Assistance
- Head Start Income Eligible (Tribal Only)
- Tribal TANF
- CARE (gas & electric discount)

Alternatively, customers may demonstrate that they meet the following income limits:

<b>Persons in Household</b>	<b>Annual Income</b>
1-2	\$32,480
3	\$40,840
4	\$49,200
5	\$57,560
6	\$65,920
7	\$74,280
8	\$82,640

A copy of the California Water Service LIRA application is included as Attachment 2. Eligible customers receive a fixed monthly discount equal to 50% of the meter service charge (e.g. base charge). The program is funded through contributions from customers.

The City of Sacramento and California Water Service LIRA Program income limits are the same as the United States Department of Health and Human Services (HHS) poverty guidelines of 200% of poverty level. These income limits are also the same for the Pacific Gas & Electric (PG&E) California Alternate Rates for Energy Program (CARE).

*Water Affordability and Poverty*

According to estimates from the United States Census Bureau, the annual median household income in El Dorado County in 2015 was \$69,584, with 2.69 residents per household. The same data source also indicates that 9.1% of El Dorado County residents are in poverty.

The District encompasses two Census Designated Places (CDP) with available data from the 2011-2015 American Community Survey 5-Year Estimates. The CDPs are Auburn Lake Trails and Georgetown. The data shows that Auburn Lake Trails CDP has a median household income of \$100,875 and 2.0% of residents below the poverty level, and Georgetown CDP has a median household income of \$44,241 and 13.5% of residents below the poverty level. A review of the data indicates that roughly 544 households within these two CDPs are below the annual income limit for a two (2) person household used by PG&E and the agencies surveyed in this report. This equates to 24% of the households surveyed.

Water affordability is typically measured as a percentage of median household income. The California Department of Health Services defines water affordability as 1.5% of annual median household income and the United States Environmental Protection Agency considers the threshold to be 2-2.5% for combined water and wastewater. Households paying more than this amount are considered to be paying an unaffordable amount for water service. Current District residential water rates are \$38.65 per month, or \$77.30 for two months and 2,000 cubic feet of water. The table below summarizes the current affordability of 2,000 cubic feet of water.

<b>Area</b>	<b>Water Bill Percentage of Median Household Income</b>
El Dorado County	0.67%
Auburn Lake Trails CDP	0.46%
Georgetown CDP	1.05%

The California Department of Housing and Community Development (HCD) also publishes guidelines for determining if a household is in poverty. Their guidelines for El Dorado County are summarized below.

Income Category	Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low	16,000	18,300	20,600	24,600	28,780	32,960	37,140	41,320
Very Low	26,650	30,450	34,250	38,050	41,100	44,150	47,200	50,250
Low	42,650	48,750	54,850	60,900	65,800	70,650	75,550	80,400

**FISCAL IMPACT**

Due to restrictions imposed by Proposition 218, LIRA Programs cannot be funded by water rate revenues. They must be funded by other revenue sources such as property tax, hydroelectric revenue, SMUD revenue, lease revenue, or voluntary contributions.

Fiscal Year 2017-2018 budget does not include any funding for a LIRA Program. The budget would need to be amended to set aside an amount to fund the LIRA. This would need to be defined when the Board adopts the final LIRA policy at a future meeting.

Using the ACS data, the assumption can be made that up to 24% of households within the District might qualify for assistance. Based on 3,486 active single family residential accounts and 10 multi-family residential accounts (94 households) representing a total of 3,580 households, this equates to 859 households which could qualify for a LIRA program. The annual fiscal impact of various levels of assistance is summarized below. These annual amounts are based on the base bill for the current fixed rate including 2,000 cubic feet of water of \$47.14 plus \$30.16 (\$77.30) for two months.

Percent Discount	Annual Subsidy
10%	\$ 39,841
20%	\$ 79,681
30%	\$ 119,522
40%	\$ 159,362
50%	\$ 199,202

**CEQA ASSESSMENT**

Not a CEA project.

**RECOMMENDED ACTION**

Staff is seeking direction from the Board on the following items in order to develop a LIRA Program for Board review and adoption:

- Income guidelines
- Discount amount
  - Fixed
  - Sliding
- Funding source
- Other policies
  - Level pay
  - Others

**ATTACHMENTS**

1. City of Sacramento LIRA
2. California Water Service LIRA

# SACRAMENTO UTILITY RATE ASSISTANCE

GDPUD Board Meeting of 8/8/17  
AGENDA ITEM #6C  
Attachment 1



## SAVE MONEY on your utility bill

The City of Sacramento offers a rate assistance program. If you are an income-eligible customer, you can get a monthly credit on your **water, sewer and garbage bill**. Your total annual savings can add up to over \$180 a year depending on the services you receive. Apply today!

### Does your household qualify?

If you answer yes to the statements below, you qualify for the Sacramento Utility Rate Assistance Program.

- Yes, I pay the City of Sacramento for water, sewer and garbage services **AND**
- Yes, I live at the property that receives these services and the City of Sacramento utility bill is in my name **AND**
- A** Yes, I participate in SMUD's Energy Assistance Program Rate **OR**
- B** My household meets the income eligibility requirements (see back of page)

### Declaration and Signature

- I will notify the City of Sacramento if I no longer qualify to receive the Sacramento Utility Rate Assistance credit on my water, sewer and garbage bill.
- I understand the City of Sacramento may share my information with municipal, state or federal agencies or other utilities to enroll me in their rate assistance programs.

I certify, under penalty of perjury, that the information on this application is true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Person whose name is on the City of Sacramento water, sewer and garbage bill.)

INTERNAL USE ONLY

APPROVED  DENIED DENIAL REASON: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ PROCESSED BY: \_\_\_\_\_

# SACRAMENTO UTILITY RATE ASSISTANCE APPLICATION

Skip this page if you participate in SMUD's Energy Assistance Program Rate. Otherwise, if you meet the income eligibility requirements, complete this page, sign the Declaration and Signature and return application.

## Customer Information

First name \_\_\_\_\_ Last name \_\_\_\_\_ Account # \_\_\_\_\_  
 Property address \_\_\_\_\_ Telephone \_\_\_\_\_

## Household Income Sources

Fill in all sources of household income. All monthly income sources must add up to the total household gross income. Attach copies of income documentation for all household members. Do not provide originals.\*

Total # of adults (18 or older) in your household: \_\_\_\_\_ Wages (4 weeks of paystubs within past 2 months) \$ \_\_\_\_\_  
 Total # of children in your household: \_\_\_\_\_ Child support ..... \_\_\_\_\_

## Income Eligibility Requirements

Persons in Household	Monthly Income	Annual Income
1-2	\$2,706	\$32,480
3	\$3,403	\$40,840
4	\$4,100	\$49,200
5	\$4,796	\$57,560
6	\$5,493	\$65,920
7	\$6,190	\$74,280
8	\$6,886	\$82,640
Each Additional Member	\$696	\$8,360

Spousal/alimony support..... \_\_\_\_\_  
 Retirement/pensions..... \_\_\_\_\_  
 SSI/SSDI/SSA..... \_\_\_\_\_  
 Unemployment compensations (pay slip)..... \_\_\_\_\_  
 Disability ..... \_\_\_\_\_  
 Veterans benefits ..... \_\_\_\_\_  
 CalWORKS (cash aid) ..... \_\_\_\_\_  
 CalFresh (food stamps) ..... \_\_\_\_\_  
 TANF (AFDC)..... \_\_\_\_\_  
 Self employment income (include Schedule C). \_\_\_\_\_  
 Rental income (include Schedule E). ..... \_\_\_\_\_  
 Other income (cash, stocks/bonds, IRA/annuities, any aid for living expenses)..... + \_\_\_\_\_

**If you have questions or need help completing your application, please call 916-808-5454.**

\* A current 1040, Pages 1 and 2, must be included as part of income documentation for each adult. If a household adult has no income, contact customer service for a zero income form to submit.

**Total monthly GROSS income before deductions for everyone in your household. \$ \_\_\_\_\_**  
**Compare total to chart on the left to see if you qualify. Once completed, sign the Declaration and Signature.**

**Mail your application and documentation to:**  
**City of Sacramento, Department of Utilities**  
**Sacramento Utility Rate Assistance**  
**1395 35th Avenue**  
**Sacramento, CA 95822**

## Declaration and Signature

- I will notify the City of Sacramento if I no longer qualify to receive the Sacramento Utility Rate Assistance credit on my water, sewer and garbage bill.
- I understand the City of Sacramento may share my information with municipal, state or federal agencies or other utilities to enroll me in their rate assistance programs.

I certify, under penalty of perjury, that the information on this application is true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Person whose name is on the City of Sacramento water, sewer and garbage bill.)



INTERNAL USE ONLY  
 APPROVED  DENIED DENIAL REASON: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ PROCESSED BY: \_\_\_\_\_



**Low-Income Rate Assistance (LIRA) Program Application**

At California Water Service (Cal Water), we care about our customers. We are pleased to offer our Low-Income Rate Assistance (LIRA) program to those who meet the income guidelines below or participate in other assistance programs listed. The California Public Utilities Commission (CPUC) has approved LIRA for Cal Water's residential customers throughout California. Qualifying customers receive a fixed monthly discount equal to 50% of the 5/8 x 3/4-inch meter service charge.

If you qualify for this discount, please complete the application below and return to: California Water Service, Attn: Customer Service Department, 1720 North First Street, San Jose, CA 95112.

**New and existing LIRA applicants:**

Please complete this form and return it to Cal Water at the address above. LIRA is not retroactive; customers who qualify will begin receiving the discount in the month after application is received.

**Note to existing LIRA customers:**

We are asking you to complete this form because California law requires that customers who currently receive the LIRA discount periodically certify that they still qualify for the discount.

For questions, please e-mail LIRA@calwater.com or call toll-free 1-877-419-1701.

**Program qualifications:**

- The Cal Water bill must be in your name.
- You must live at the address where the discount will be received.
- Your household must meet the income guidelines listed below OR someone in your household must be enrolled in one of the public assistance programs described below.
- You must notify Cal Water if your household no longer qualifies for the LIRA discount.
- Following enrollment, you may be required to provide proof of eligibility.
- You are required to recertify your eligibility every two years (four years if you can prove handicapped/elderly (62+) status).

**1 CALIFORNIA WATER SERVICE CUSTOMER INFORMATION** (please type or print)

New LIRA applicant       Existing LIRA customer

Customer Account Number: (Located on front page of your Cal Water bill)

Name \_\_\_\_\_ E-mail \_\_\_\_\_  
 As it appears on your water bill

Service Address \_\_\_\_\_ City \_\_\_\_\_ CA Zip Code \_\_\_\_\_  
 Do NOT use a P.O. Box

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ CA Zip Code \_\_\_\_\_  
 If different from the address above

Daytime Telephone Number  Home  Cell   
 Please include area code

Total number of adults and children living in your household  Birth Date

**2 PLEASE CHOOSE BASIS FOR ELIGIBILITY** (select A or B)

A. Someone in my household is enrolled in one or more of the following assistance programs:

<input type="radio"/> Medicaid/Medi-Cal for Families A & B	<input type="radio"/> Low-Income Home Energy Assistance Program (LIHEAP)	<input type="radio"/> National School Lunch Program (NSLP)
<input type="radio"/> Supplemental Security Income (SSI)	<input type="radio"/> CalWORKs/Temporary Assistance for Needy Families (TANF)	<input type="radio"/> Bureau of Indian Affairs General Assistance
<input type="radio"/> CalFresh SNAP		<input type="radio"/> Head Start Income Eligible (Tribal only)
<input type="radio"/> Women, Infants, & Children Program (WIC)		<input type="radio"/> Tribal TANF
		<input type="radio"/> CARE (gas & electric company discount)

B. My household income does not exceed the following:

Your household's gross annual income may not exceed these LIRA income guidelines. (effective June 1, 2017 – May 31, 2018)

Total number of people in household	1	2	3	4	5	6	7	8
Total combined annual income	\$32,480	\$32,480	\$40,840	\$49,200	\$57,560	\$65,920	\$74,280	\$82,640

Add \$8,360 for each additional household member

Please declare your annual household income: \$  ,

**3 DECLARATION** (please read carefully and sign below)

I state that the information I have provided in this application is true and correct. I agree to provide proof of eligibility if asked. I agree to inform California Water Service if I no longer qualify to receive the discount. I understand that if I receive the discount without qualifying for it, I may be required to pay back the discount I received. I understand that Cal Water can share my information with other utilities or their agents to enroll me in their assistance programs.

X \_\_\_\_\_  
 California Water Service Customer Signature       fill in circle if guardian or power of attorney      Date \_\_\_\_\_

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017  
AGENDA ITEM NO. 6D**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR FINANCE  
MANAGEMENT SERVICES WITH VAVRINEK, TRINE, DAY, &  
CO., LLP, FOR AN AMOUNT NOT TO EXCEED \$89,100**

**PREPARED BY:** Steven Palmer, PE, General Manager

**APPROVED BY:** Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "SP", is written over the name "Steven Palmer" in the "APPROVED BY" line.

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**BACKGROUND**

In order to address immediate needs for professional expertise, review, and oversight of the District's finance and accounting operations, the General Manager retained Vavrinek, Trine, Day, & Co., LLP (VTD) for a limited scope and term. That initial scope included review accounting work processes, review expenditures and receipts, review prior audits, review and provide recommendations on CalPERS payment accounting and budgeting, provide assistance and training to staff on use of budgets in accounting software, and provide assistance and training on preparation of monthly budget to actual reports.

That initial work is complete and additional services are needed during this fiscal year to continue to make improvements to the finance and accounting processes, and provide needed financial and accounting oversight. During this initial phase, VTD has been very responsive and performed high quality, professional work.

**DISCUSSION**

The General Manager requested and VTD provided a proposal to provide finance manager services for this fiscal year (Attachment 1). The proposal assumes that VTD's level of effort will be vary between 8 and 16 hours per week at the supervisor and/or manager level. VTD will provide a staff person at the District office 1 to 2 days per week, as needed and directed by the General Manager. Services will include tasks typical of a finance/accounting manager, and are likely to include the following:

- Oversee and review various tasks needed to assist the District in closing the accounting records ("books"), preparing financial statements, etc. in preparation of the 2016-2017 financial audit. This will include inspecting and evaluating the condition of the "books of original entry" (e.g. accounts payable, payroll, billing, etc.)
- Entering fiscal year 2017-2018 budgets into District accounting software and instructing District staff on same.



- Ensuring contracts are properly encumbered in District accounting software and instructing District staff on same.
- Assist with format and staff training for monthly budget to actual tracking and reports, monthly, quarterly, and annual financial reports to Board for FY2017-2018.
- Assist in preparation of any FY2017-2018 budget amendments.
- Assist in development of purchasing policy and Board adoption of uniform construction cost accounting act.
- Develop purchase order format and assist in training staff in proper utilization and tracking.
- Support preparation of FY2018-2019 budget and 5-year capital improvement plan.

The total cost estimate provided by VTD is \$89,100. Work will be invoiced on a time and materials basis, and all work will be assigned, directed, and approved by the General Manager.

The Professional Services Agreement is included as Attachment 3.

**FISCAL IMPACT**

The Fiscal Year 2017-2018 budget includes an estimate of \$90,000 from Account 10-5080-5600 for finance and accounting services, which is more than the proposed agreement amount of \$89,100. Additionally, the adopted Fiscal Year 2017-2018 budget includes a full year of funding for the Management Analyst position. The Management Analyst position is not likely to be filled until later in the fiscal year, resulting in additional savings that can be used to fund finance and accounting services, if needed. Therefore, a budget increase is not needed at this time.

**CEQA ASSESSMENT**

Not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution authorizing the General Manager to execute a Professional Services Agreement with Vavrinek, Trine, Day, & Co., LLP, for an amount not to exceed \$89,100 for Finance Management services.

**ATTACHMENTS**

1. VTD Proposal
2. Resolution
3. Professional Services Agreement



**Vavrinek, Trine, Day & Co., LLP**  
certified public accountants and consultants

# Proposal for Accounting Services For the Georgetown Divide Public Utility District

Partner Contact – Joe Aguilar

Vavrinek, Trine, Day & Co., LLP  
2151 River Plaza Drive, Suite 308  
Sacramento, CA 95833  
(916) 570-1880

Email: [jaguilar@vtacpa.com](mailto:jaguilar@vtacpa.com)

June 5, 2017

GDPUD Board Meeting of 8/8/2017  
AGENDA ITEM #6D  
Attachment 1



## Transmittal

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June 5, 2017

Mr. Steve Palmer, General Manager  
Georgetown Divide Public Utility District  
2502 Country Club Drive  
Cameron Park, CA 95682

Dear Mr. Palmer:

We are pleased to respond to your request for services for the Georgetown Divide Public Utility District. Vavrinek, Trine, Day & Co., LLP provides governmental services to over 300 governmental agencies. We currently provide professional services to numerous governmental agencies throughout California, including, but not limited to the City of Live Oak, Rosamond Community Services District, City of Oceanside and the San Juan Water District. Vavrinek, Trine, Day & Co., LLP has devoted a substantial amount of time and resources developing our governmental practice. Our governmental clients are provided with efficient and timely engagements. Our expertise in this industry has positioned us to be one of the leading firms in governmental auditing and finance throughout California.

Vavrinek, Trine, Day & Co., LLP places within the Top 100 accounting firms in the United States. We employ over 250 professionals and have nine offices located throughout California. Offices are located in Sacramento, Pleasanton, Palo Alto, Rancho Cucamonga (company headquarters), Laguna Hills, Fresno, Riverside, San Diego and Phoenix, Arizona. Our staff in our Sacramento office will have the primary responsibility in servicing the District.

Our assigned staff are experienced governmental professionals that have performed similar services to these requested by the District. Each of our staff bring experience that allows for a new outlook to the engagement with innovative suggestions to improve quality and efficiency. We believe that our references will reflect well on our past performance on other assignments. The day to day work of the engagement will be overseen by engagement partner Joe Aguilar. Experienced professional provide the key to each engagement's success. Our partners and managers devote a significant amount of spend time on site to ensure that communication lines remain open, there is an ongoing consistency of staff, and that the engagement progresses according to agreed upon timelines.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Joe Aguilar".  
Joe Aguilar, Partner



VTD  
*Committed to Quality*

## Approach and Methodology

**Scope:** Vavrinek Trine Day & Co., LLP will provide accounting services normally performed by in-house accounting staff and outsourced public accounting firms. These services include: 1) monthly journal entries and accounting closings, 2) monthly budget to actual expense and revenue reports, 2) monthly bank reconciliations and capital project spending reports, 3) continually review and maintenance of MOMS software, 4) Quarterly Board financial reports and treasurer's report on cash, 5) fiscal year end closing and managing the annual audit, 6) preparation of the District year end financial statements in accordance with GASB accounting standards, 7) completion of any annual financial reports required by state or federal statute, 8) assistance with budget preparation and long-term capital improvement plans.

**Oversight:** Our firm will assign experienced professionals to oversee and review the various tasks needed to assist the District in closing its books, preparing financial statements and preparing for the annual audit. Senior staff will begin the assignment by inspecting and evaluating the condition of the District's "books of original entry". These items include your accounts payable system, payroll system, cash receipting systems, billing systems and other computerized tracking systems used for internal charges.

**Annual Financial Statements:** At the conclusion of work on each fiscal year, our firm will assist the District in preparing a final trial balance for the District's auditors. VTD will also assist in preparing the various lead schedules and documents needed by your auditors to complete their audit procedures.



VTD  
Committed to Quality

## Parameters and Limitations

**Acceptance of Proposal:** The proposal must be accepted within 30 days in order to for us to commit our resources in a timely manner to commence the project.

**Schedule:** Upon acceptance of the engagement, our team will commence preliminary work by assessing the condition of the District's records, various bonds of original entry, bank reconciliation and general ledger maintenance. Once this has been performed, we will identify various project tasks and determine the level of priority by working with the District's management.

**Cost of Services:** The cost of our services is based on the time incurred at the level of professional assigned to the project. The contract for services will be a times and material arrangement and VTD will meet regularly with the District to evaluate the progress of the engagement and tasks to be performed.

**Work Parameters:** The District will designate a District official (the General Manager) who will to take responsibility of the results of our work. VTD will not make management decisions, nor have custody of District resources. We will not approve any District transactions such as purchase orders, payments, wire transfers or other external orders unless the District and VTD agree to such authority in writing.



VTD  
Committed to Quality

## Firm Information/Organization

### *Our Commitment to Quality*

**Vavrinek, Trine, Day & Co., LLP continues to meet the SEC Private Companies Practice Section requirements by having its accounting and reviewing practice be subject to the scrutiny of a peer review program.** The peer review program is very important to us because we feel that our aim is to provide our partners and professional staff with the knowledge and talent which is necessary to provide exceptional services to our clients. We also require that the peer review performed be in accordance with the American Institute of Certified Public Accountants (AICPA) standards to allow us to be a member of the Private Companies Practice Section of the AICPA.

**Vavrinek, Trine, Day & Co., LLP is licensed to practice public accounting in the State of California and has complied with all applicable California Board of Accountancy requirements.** In addition, we have had no regulatory or legal actions which have been taken against our firm.

**To assist us in our quality assurance program Vavrinek, Trine, Day & Co., LLP participates in a peer review program.** As a member of this program, our review procedures, working papers, and overall firm quality is examined on a regular basis by another CPA firm. As part of the quality control review, all aspects of the Firm are examined, including our commitment to extensive governmental training for all professional staff. All professional staff receive at least 24 hours per year of continuing professional education (CPE) relating to governmental auditing and accounting.



## Staffing

The Vavrinek Trine Day & Co., LLP engagement team has been selected to meet all of your expectations. The team has worked together on numerous governmental assignments and will provide the level of service, which is deserved by the District. We feel the technical qualifications of the personnel selected for this engagement and the qualifications of the Firm allow us to provide the District with a comprehensive analysis of the highest quality.

**Engagement Partner Mr. Joe Aguilar:** has been with Vavrinek, Trine, & Day & Co. for the past 22 years and has over 38 years of governmental finance experience. Mr. Aguilar oversees one of our consulting divisions that specializes services to cities and counties. Mr. Aguilar spent numerous years working for public agencies in operational administration including tenure as a finance director and accounting manager for several cities. During his career he obtained his securities licenses and worked as a vice-president for an investment banking firm packaging municipal bonds. Mr. Aguilar currently directs numerous engagements each year including year round accounting services, internal control reviews, interim finance director work, year end closing services and operational consulting. Mr. Aguilar holds a considerable amount of expertise in the areas of operations including investments, bonded debt, assessment districts, payroll, procurement and utility systems.

**Senior Manager Brent Miller, CPA:** has been with Vavrinek, Trine, Day & Co. for 18 years. Mr. Miller has provided a wide variety of professional services to municipalities, not-for-profit organizations, higher education and other local municipalities. He initially began his municipal career as a senior accountant with the City of Rialto and then progressed to the Accounting Manager for the City of La Verne before working with VTD. Mr. Miller specializes in assisting cities with year end closing and has performed such duties for the cities of Oceanside, Paramount, Los Altos, Madera, Stockton, Elk Grove and Lincoln.

**Manager Brad Rockabrand, CPA:** joined Vavrinek Trine Day & Co in 2013 and has over 10 years of governmental accounting service. Mr. Rockabrand recently completed his MBA from Saint Louis University. As a graduate from Cal State San Bernardino, he began his municipal finance career as an auditor for 4 years and then working as an accounting manager at the City of San Juan Capistrano. Comparable assignments include work at the cities of Live Oak, San Rafael, Redondo Beach, Auburn, Live Oak and the Rosamond CSD.



## Staffing

**Accounting Supervisor Mona Broesel:** has been with Vavrinek Trine Day & Co., LLP for the past 10 years. As a graduate from Cal State San Bernardino, she began her municipal career as an auditor for VTD. For the past few years, Ms. Broesel has specialized in performing accounting and consulting services to cities and other public agencies. She recently has provided accounting services to the cities of Oceanside, Moreno Valley and Paramount whose needs are quite similar to the ones requested by the City of San Bernardino.

**Accounting Supervisor Kristen West:** has been with Vavrinek Trine Day for the past 7 years. As a graduate of Cal State Sacramento, she began her municipal career in our advisory services division. Specializing in year end closing services and accounting services, she has expertise in the areas of bank reconciliations, pension accounting and client audit preparation. Comparable assignments include work at the cities of Live Oak, Oceanside, Los Altos, Half Moon Bay, Lincoln and the San Juan Water District.

**Senior Accountant Phuong Nguyen:** has been with Vavrinek Trine Day for the past 4 years. As a graduate of Cal State Sacramento, she began her municipal career in our advisory services division. Specializing in year end closing services and accounting services, she has expertise in the areas of bank reconciliations, pension accounting and client audit preparation. Comparable assignments include work at the City of Live Oak, the Rosamond Community Services District, City of Oceanside, City of San Rafael, City of Los Altos, City of Auburn, and San Juan Water District.





## Similar Engagements and References

VTD is proud of our high percentage of retained clients. We encourage you to contact our clients and get their feedback regarding our service, staff, partner involvement, and our ability to meet strict timelines. (Additional references can be provided upon request.)

### City of Oceanside

300 N. Coast Highway  
Oceanside, CA 92054

Contact Jane McPherson (760) 435-3855

Scope of work: Outsourced Accounting Services

Timeframe: 2011 thru Present

Engagement Team: Joe Aguilar, Brent Miller, Kristen West, Phuong Nguyen

### City of Live Oak

9955 Live Oak Blvd.  
Live Oak, CA 95953

Contact Jim Goodwin (530) 695-2112

Scope of work: Outsourced Accounting Services

Timeframe: June 2014 to Present

Engagement Team: Joe Aguilar, Kristen West and Phuong Nguyen

### San Juan Water District

14177 Auburn Folsom Road  
Granite Bay, CA 95768

Contact Donna Silva (916-791-6907

Scope of work: Outsourced Accounting Services

Timeframe: 2015 to Present

Engagement Team: Joe Aguilar, Kristen West & Phuong Nguyen

### Rosamond Community Services District

3179 35th Street West  
Rosamond, CA 93560

Contact Ron Smith (661) 256-3411

Scope of work: Outsourced Accounting Services

Timeframe: 2014 to Present

Engagement Team: Joe Aguilar, Brad Rockabrand, Phuong Nguyen



# Fee/Price Proposal

Below is our estimated cost of this engagement.

Position	Hourly Rate 2016-17	2017-18	2018-19
Partner	\$175	\$185	\$195
Manager	\$160	\$165	\$170
Supervisor	\$140	\$140	\$145
Senior Accountant	\$100	\$100	\$105
Staff Accountant	\$80	\$80	\$83

Annual Costs:

FY 2016-17	\$6,000	(Estimate for work to be performed in June 2017)
FY 2017-18	\$89,100	(Services to be billed monthly)
FY 2018-19	\$92,700	(Assumes 4% increase in contract price)

**RESOLUTION NO. 2017-17**

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH VAVRINEK, TRINE,  
DAY & CO., LLP FOR AN AMOUNT NOT TO EXCEED \$89,100  
FOR FINANCE MANAGEMENT SERVICES**

**WHEREAS**, the District retained Vavrinek, Trine, Day & Co., LLP (VTD) to perform initial finance and accounting oversight to address immediate needs of the District; and

**WHEREAS**, that initial work is now complete, and VTD has been very responsive and performed high quality and professional work; and

**WHEREAS**, the District has a need for additional financial management and support services for Fiscal Year 2017-2018; and

**WHEREAS**, the General Manager requested and VTD provided a proposal to provide additional financial management and support services for Fiscal Year 2017-2018 for a total amount not to exceed \$89,100; and

**WHEREAS**, VTD is well qualified and provided the District with an acceptable proposal and scope of work; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the General Manager is authorized to execute a professional services agreement with VTD in the amount of \$89,100 for Finance Management Services.

**PASSED AND ADOPTED** on this 8th day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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Londres Uso, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

---

Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017-17, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 8<sup>th</sup> day of August 2017.

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Steven Palmer, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Vavrinek, Trine, Day & Co. a Limited Liability Partnership (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

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

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

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

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

### AGREEMENT

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

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

**3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$89,100, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice

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

**4. Reimbursement.** District shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services. Such reimbursable costs shall be invoiced and billed to the District on a monthly basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers

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coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

GEORGETOWN DIVIDE PUBLIC  
UTILITIES DISTRICT, a California Public  
Utilities District

By: \_\_\_\_\_  
Steven V. Palmer, General Manager

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

**CONSULTANT:**

Vavrinek Trine Day & Co. LLP  
a  
Limit Liability Partnership

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

Name: Joseph Aguilar

Date: 7/27/17

Approved as to Form:

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

## EXHIBIT A

### Services

Vavrinek, Trine, Day & Co., LLP will provide finance and accounting services as directed by the General Manager. Consultant will provide personnel to function as finance/accounting manager for 8 to 16 hours per week, and assume an average of 12 hours per week. Services will include tasks typical of a finance/accounting manager, and are likely to include the following:

- Oversee and review various tasks needed to assist the District in closing the accounting records (“books”), preparing financial statements, etc. in preparation of the 2016-2017 financial audit. This will include inspecting and evaluating the condition of the “books of original entry” (eg. accounts payable, payroll, billing, etc.)
- Entering fiscal year 2017-2018 budgets into District accounting software and instructing District staff on same
- Ensuring contracts are properly encumbered in District accounting software and instructing District staff on same
- Assist with format and staff training for monthly budget to actual tracking and reports, monthly, quarterly, and annual financial reports to Board for FY2017-2018
- Assist in preparation of any FY2017-2018 budget amendments
- Assist in development of purchasing policy and Board adoption of uniform construction cost accounting act
- Develop purchase order format and assist in training staff in proper utilization and tracking
- Support preparation of FY2018-2019 budget and 5-year capital improvement plan



## Fee/Price Proposal

Below is our estimated cost of this engagement.

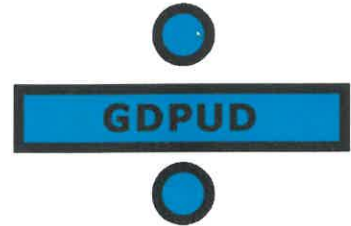
Position	Hourly Rate 2016-17	2017-18	2018-19
Partner	\$175	\$185	\$195
Manager	\$160	\$165	\$170
Supervisor	\$140	\$140	\$145
Senior Accountant	\$100	\$100	\$105
Staff Accountant	\$80	\$80	\$83

### Annual Costs:

FY 2016-17	\$6,000	(Estimate for work to be performed in June 2017)
FY 2017-18	\$89,100	(Services to be billed monthly)
FY 2018-19	\$92,700	(Assumes 4% increase in contract price)

## EXHIBIT B RATES

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017  
AGENDA ITEM NO. 6E**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES**

**PREPARED BY:** Steven Palmer, PE, General Manager

**APPROVED BY:** Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "SP", is written over the name "Steven Palmer" in the "APPROVED BY" line.

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**BACKGROUND**

Georgetown Divide Public Utility District (District) issued a Request for Proposals (RFP) for Services as General Counsel in March 2013 (**Attachment 1**). As a result of that RFP, a Professional Services Agreement was executed between the District and Churchwell White, LLP, (Churchwell) on August 15, 2013 (**Attachment 2**).

In December 2016, Churchwell submitted a letter notifying the District of a rate increase pursuant to Section 3 of the Professional Services Agreement. This rate increase was included on the Board agenda for the meeting on January 10, 2017, however, the item was withdrawn and the item was not presented or discussed at the meeting. After that meeting, Churchwell submitted a Draft Agreement for General Counsel Legal Services, dated April 7, 2017. Churchwell is requesting that the District execute this new agreement for continued legal services. The December 2016 letter from Churchwell, January 2017 Staff Report, and April 2017 Draft Agreement General Counsel Legal Services are included as **Attachment 3**.

**DISCUSSION**

The Draft Agreement proposed by Churchwell includes the following changes from the existing agreement:

1. Increase of monthly retainer from \$3,000 to \$3,500 for up to twenty (20) hours of service (increase average rate from \$150 per hour to \$175 per hour).
2. Increase of hourly rates from \$175 per hour to \$180 per hour for attorneys, and from \$100 per hour to \$105 per hour for paralegals and clerks.
3. Special Counsel services for litigation, water, complex real estate transactions, enterprise funds, complex environmental, and labor and employment services will be billed separately and at separate rates of \$250 per hour for attorneys and \$125 per hour for paralegals and law clerks. Current agreement states that these services will be provided under a separate agreement.

4. Automatic annual rate increase for inflation based on October Consumer Price Index data that is released in November, with an annual cap of 5%, and no inflationary decrease.

**FISCAL IMPACT**

The Fiscal Year 2017-2018 budget includes an estimate of \$110,000 for legal services. This estimate is based on historical averages, and all legal expenses are paid on a time and materials basis. Legal expenses can vary significantly depending on number of lawsuits and special services required, including labor negotiations, employment disputes, etc.

The proposed rates are a 16.67% increase in the hourly rate for services performed under retainer, 2.8% increase for attorney services, and a 5% increase for paralegal and clerk services.

**CEQA ASSESSMENT**

Not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District provide direction to Staff on how to move forward with Services for General Counsel.

Possible actions include:

1. Direct staff to finalize and execute the proposed agreement as drafted by Churchwell;
2. Provide direction to negotiate terms within the draft agreement;
3. Direct staff to prepare an RFP for legal services and solicit proposals.

**ATTACHMENTS**

1. March 2013 RFP for Services as General Counsel
2. Current Agreement
3. December 2016 Letter, January 2017 Staff Report, and April 2017 Draft Agreement



**Request For Proposal (RFP) For Services as General Counsel**  
**For The Georgetown Divide Public Utility District**

**March 4, 2013**

**1. PURPOSE**

The Georgetown Divide Public Utility District (GDPUD) is soliciting proposals to select an attorney to act as General Counsel. The selected attorney reports directly to the GDPUD Board of Directors, as represented by the Board President, and will be awarded a Professional Services Contract for a one-year period with an option to continue service for one year subject to a 30-day cancellation.

**2. SCOPE OF WORK**

- a. Attend Board Meeting when requested by the Board President either physically or via teleconference (for closed session only).
- b. Advise to the Board of Directors and GDPUD staff on Special District government legal matters including the Brown Act and parliamentary procedures for running meetings, public official conflict requirements, ethics, risk avoidance and legal compliance.
- c. Prepare and/or review all ordinances, resolutions, contracts and other agreements entered into by GDPUD staff and requested by the Board President.
- d. Review and comment in a timely manner on documents prepared by GDPUD Staff or Board members, including meeting materials, agendas and correspondence.
- e. Research and submit legal opinions on Special District or other legal matters as requested by the Board President.
- f. Coordinate and manage the services of outside legal counsel for any legal assistance required by the District that falls outside of this contract or the Counsel's expertise as requested by the Board President.
- g. Interpret laws, rulings and regulations for GDPUD.
- h. Provide written update on new State and Federal legislation and judicial decisions impacting GDPUD and suggest action or changes in operations of procedures to assure compliance.
- i. Examine legal matters to determine advisability of defending or prosecuting lawsuits.
- j. Advise GDPUD concerning transactions of business involving internal affairs, directors, officers and relations with the general public.
- k. Administer matters pertaining to personnel and labor laws as requested by the Board President.
- l. Abide by current GDPUD Use of Legal Counsel policy.

### 3. QUALIFICATIONS

The firm or individual selected must have knowledge of ~~on~~ the variety of issues confronting GDPUD. Relevant expertise should include but not be limited to the following:

- a. Ralph M. Brown Act compliance;
- b. The California Public Records Act;
- c. Conflict of Interest code;
- d. Employee labor law;
- e. Contract law;
- f. State and Federal Environmental law;
- g. And be a member of good standing with the California State Bar

### 4. INSURANCE REQUIREMENTS

- a. The selected attorney or firm, at its sole cost and expense, shall procure and maintain for the duration of the engagement the following types and limits of insurance:
  - Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.
  - Automobile Liability with a combined single limit of no less than \$1,000,000 per accident.
  - Workers' Compensation as required under the Workers' Compensation Insurance and Safety Act of the State of California.

### 5. REQUIRED INFORMATION AND DOCUMENTATION

- a. RFP Contact Information
- b. Introductory description of the services offered
- c. Approach to accomplishing the Scope of Work
- d. Resume and qualifications including knowledge of, and experience with, California Special Districts, Water Law or other public sector experience, legal training and years of practice, date of admission to the California Bar.
- e. Professional references (at least 3) including contact information, scope of work performed
- f. Listing of all conflicts of interest
- g. Statement of fees (charge out rates for different categories)
- h. If separate charges will apply for incidentals (e.g., photocopies, faxes, etc.) and indicate whether they will be billed at cost or include a markup
- i. Summary of proposed services and responsibilities
- j. Professional Services Agreement
- k. Proof of Professional Liability and Workers' Compensation Coverage

1. Any additional comments or statements, which will assist in the evaluation of your firm's information.

## 6. EVALUATION AND SELECTION PROCESS

- a. Proposals will remain sealed until opened and screened by the Board.
- b. Qualifications for top candidates will be verified by the Board.
- c. The top candidates will be interviewed by the Board.
- d. In reviewing the proposals, the District will consider:
  - i. Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in special district/water district operations
  - ii. Capability to perform legal services promptly and in a manner that permits the District and staff to meet established deadlines and to operate in an effective and efficient manner
  - iii. Degree of availability for quick response to inquires that arise out of day-to-day operating questions or problems;
  - iv. Degree to which the firm/attorneys stay current through continued professional development and active communication with practitioners in special districts/water district law
  - v. Communication skills
  - vi. Cost of services
  - vii. Other qualifications and criteria as deemed appropriate by the Board of Directors.

## 7. CONTRACT NEGOTIATIONS AND EXCLUSIONS

- a. The Board will negotiate the final contract with the selected attorney regarding final scope of work and fees. If agreement cannot be reached to the satisfaction of the District, the negotiations will be terminated and the District will begin negotiations with the next most qualified attorney.
- b. The Board of Directors will formally approve the contract and appoint the next legal counsel for GDPUD.

## 8. ACCEPTANCE OF PROPOSAL

The GDPUD Board of Directors reserves the right without qualification to:

- a. Request clarification or additional information from any proposing attorney or firm at any time.
- b. Select any proposal based on written or oral communication with any or all of the firms or individuals when such action is considered to be in the best interest of the District.
- c. Reject all proposals
- d. Exercise discretion and apply its judgment with respect to any proposals submitted.
- e. No materials submitted will be considered confidential and will be subject to full disclosure. Any documents you provide to GDPUD will be accessible by the public.

9. RFP SUBMISSION DEADLINE AND INSTRUCTIONS

- a. Submittal Due: 4:30pm, Friday, March 29, 2013
- b. Proposal submission with 5 copies should be addressed to: Attn: Board President Bonnie McLane, Georgetown Divide Public Utility District, Mailing Address: P.O. Box 4240, Georgetown, CA 95634. Physical Address: 6425 Main Street, Georgetown, CA 95634. Office hours are Monday through Friday 8:00am – 4:30pm.
- c. Proposals must be received in the District office by the day and time indicated.
- d. All firms/attorneys submitting proposals will receive a written response by GDPUD on the status of their proposal.

10. INQUIRIES (CLARIFICATIONS ONLY):

- a. Questions may be directed to: Bonnie McLane, GDPUD Board President
- b. Email: [davemclane@att.net](mailto:davemclane@att.net).

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR GENERAL COUNSEL SERVICES ("Agreement") is made and entered into this 15<sup>th</sup> day of August, 2013 (the "Effective Date"), by and between the Georgetown Divide Public Utility District, a public utility district of the State of California ("GDPUD"), and the law firm of Churchwell White LLP, a California limited liability partnership ("Firm"). GDPUD and Firm may be referred to herein individually as a "Party" or collectively as the "Parties". There are no other parties to this Agreement.

### 1. Appointment

GDPUD hereby retains Firm to provide General Counsel Services required by GDPUD (including such other public agencies or entities selected or appointed by GDPUD), and Firm hereby agrees to perform such legal services. Barbara A. Brenner, Partner of Firm, is hereby appointed General Counsel for GDPUD.

### 2. Legal Services

Legal Services under this Agreement shall include General Counsel Services only, detailed as follows:

#### 2.1. General Counsel Services

- a. Attend Board Meeting when requested by the Board President or Board General Manager either physically or via teleconference.
- b. Advise the Board of Directors and GDPUD staff on Special District government legal matters including the Brown Act and parliamentary procedures for running meetings, public official conflict requirements, ethics, risk avoidance and legal compliance.
- c. Prepare and/or review all District policies, ordinances, resolutions, contracts and other agreements entered into by GDPUD staff as requested by the Board or Board General Manager.
- d. Review and comment in a timely manner on documents prepared by GDPUD staff or Board members, including meeting materials, agendas and correspondence.
- e. Research and submit legal opinions on Special District or other legal matters as requested by the Board or Board General Manager that are not within the areas of law set forth below as "Specialized Services".
- f. Coordinate and manage the services of outside legal counsel for any legal assistance required by the District that falls outside of this contract or the Firm's expertise as requested by the Board.
- g. Interpret laws, rulings and regulations for GDPUD.
- h. Provide written update on new State and Federal legislation and judicial decisions impacting GDPUD and suggest action or changes in operations or procedures to assure compliance.
- i. Examine legal matters to determine advisability of defending or prosecuting lawsuits.

- j. Advise GDPUD concerning transactions of business involving internal affairs, directors, officers and relations with the general public.
- k. Administer matters pertaining to personnel and labor laws as requested by the Board.
- l. Abide by current GDPUD Use of Legal Counsel policy.

## **2.2. Specialized Services**

Specialized Services include the following items:

- a. Legal advice pertaining to property acquisition and disposal, public improvements, utilities, rights of way and easements.
- b. Prosecution of local ordinance violations, failure to pay, and formal administrative hearings and litigation regarding ordinance compliance.
- c. All litigation, including both defense of claims against GDPUD and pursuit of legal and judicial remedies to collect damages due to GDPUD.
- d. Advice regarding specialized employment law issues, personnel disciplinary matters, attendance at Skelly hearings, as necessary, and Personnel Commission disciplinary hearings, as appropriate.
- e. Construction disputes, such as pursuing performance bonds.
- f. Advice regarding non-routine or specialized matters such as updates to GDPUD's water supply and similar plans, annexations, pursuit of grant or other funding, rate setting, and CEQA compliance.
- g. Advice regarding evaluation, defense, or transfer of water rights, water treatment and water quality compliance or defense matters, and any other environmental compliance matters.

GDPUD and Firm will enter into a separate written agreement in the event GDPUD seeks to retain Firm to provide Specialized Services.

## **3. Compensation**

GDPUD shall pay Firm a monthly retainer of three thousand dollars (\$3,000) ("Retainer") for which GDPUD will receive up to 20 (twenty) hours per month of General Counsel Services from our attorneys. Should the GDPUD require additional General Counsel Services (e.g., Brown Act, office hours, responses to public record act requests) above and beyond the retained amount, these services will be provided at a flat rate of \$175 (one hundred seventy five dollars) per hour for attorneys and \$100 (one hundred dollars) per hour for paralegals. Firm may change the standard hourly billable rates for General Counsel Services from time to time upon thirty (30) days written advance notice to GDPUD after one year from the contract date. Such changes shall be effective and not require any amendment to this Agreement.

**4. Outside Counsel**

If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field, such as tax or bankruptcy, even with regard to services within the scope of the General Counsel Services listed above, Firm will charge and GDPUD agrees to pay the billing rates for those attorneys in the event GDPUD elects to have such services contracted through Firm, Firm shall obtain the written consent of the GDPUD Board or GDPUD Board President prior to engaging any attorney not affiliated or associated with Firm to provide legal services to GDPUD.

**5. Retainer, Invoices and Statements**

- a. During the term of this Agreement, GDPUD shall pay Firm a monthly retainer of three thousand dollars (\$3,000), for General Counsel Services. Unless otherwise agreed, GDPUD is not required to pay Firm more than twenty thousand dollars (\$20,000) per month for General Counsel Services (the "Monthly Payment Cap"). General Counsel Services exceeding twenty thousand dollars (\$20,000) in any month shall remain as an outstanding balance and be paid by GDPUD to Firm during any month where General Counsel Services rendered to GDPUD are less than twenty thousand dollars (\$20,000) per month. For instance, if the GDPUD has a balance of fifteen thousand dollars (\$15,000) and Firm renders only ten thousand dollars (\$10,000) of General Counsel Services to GDPUD in a month, GDPUD will pay Firm twenty thousand dollars (\$20,000) and GDPUD will continue to have a five thousand dollar (\$5,000) balance owed to Firm. Any outstanding balance owed pursuant to this Section shall be assessed interest at a rate of one percent (1%). GDPUD and Firm shall make reasonable arrangements to increase the Monthly Payment Cap if the outstanding balance for General Counsel Services exceeds eighty thousand dollars (\$80,000).
- b. Firm shall provide GDPUD with an itemized statement or invoice for fees, costs and expenses incurred on a periodic basis (generally monthly). All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Firm will establish separate billing projects for specific matters and funding categories as GDPUD may direct. Reimbursable costs and fees will be separately itemized.
- c. Payments shall be made by GDPUD to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned and are returned by GDPUD with a written explanation of the question or contest, within thirty (30) days of receipt of the statement or invoice. Payments made to Firm more than thirty (30) days after the due date shall draw interest at ten percent (10%) per annum except as otherwise set forth herein.

**6. Term and Termination**

This Agreement shall continue until terminated by GDPUD or Firm upon thirty (30) days advance written notice to the non-terminating party. Upon termination Firm shall be entitled to and GDPUD shall immediately pay all amounts owed to Firm.

**7. Attorney's Fees**

The prevailing party in any dispute arising from this Agreement shall be allowed reasonable attorney's fees and costs incurred for any legal expenses whether or not arbitration or legal action was necessary to enforce the terms of this Agreement.

**8. Independent Contractor**

The Firm shall perform General Counsel services required under this Agreement as an independent contractor of the GDPUD, and shall remain, at all times as to the GDPUD, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the GDPUD, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. GDPUD shall have no voice in the selection, discharge, supervision or control of the law firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

**9. Conflicts**

9.1 The Firm has no present or contemplated employment that is adverse to the GDPUD. The Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against the GDPUD. However, the Firm may have past and present clients or may have future clients, who, from time to time, may have interests adverse to GDPUD, and the Firm reserves the right to represent such clients in matters not connected with its representation of the GDPUD.

9.2 If a potential conflict of interest arises in the Firm representation of two clients, if such conflict is only speculative or minor, the Firm shall seek waivers from each client with regards to such representation. However, if real conflicts exist, the Firm would withdraw from representing either client in the matter, and assist them in obtaining special counsel.

**10. Professional Liability Coverage**

During the term of this Agreement, the Firm shall at all times maintain insurance coverage for professional liability. A Certificate of Insurance shall be provided to the GDPUD within ten (10) days of execution of this Agreement.

**11. Amendment**

This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any changes to the Agreement shall require the approval of GDPUD Board.

**12. Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.



**13. Counterparts**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the GDPUD.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

By: Bonnie McLane  
Bonnie McLane, Board President

CHURCHWELL WHITE LLP  
By: Barbara A. Brenner  
Barbara A. Brenner, Partner

DRAFTED (April 7, 2017)  
FOR DISCUSSION PURPOSES

## AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES

**THIS AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between Georgetown Divide Public Utility District, a public utility district of the state of California (“District”), and the law firm of Churchwell White LLP, a California limited liability partnership (“Firm”). District and Firm may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

### RECITALS

A. The Parties seek to enter into this Agreement to authorize the Firm to provide legal services to District.

B. The Parties desire to amend and replace the prior agreement dated August 15, 2013.

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

### AGREEMENT

**Section 1. Recitals.** The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 24 of this Agreement, Sections 1 through 22 will prevail.

**Section 2. Appointment.** District hereby retains Firm to provide all legal services required by District, and Firm hereby agrees to perform such legal services and scope of work set forth in **Exhibit A** to this Agreement (“Legal Services”). The District General Manager (“General Manager”) is authorized and charged with executing this Agreement. Barbara Brenner is hereby appointed District Counsel for District. District Counsel may from time to time assign alternate attorneys employed by Firm to perform the Legal Services set forth in this Agreement.

**Section 3. Effective Date.** This Agreement shall become effective and Firm shall commence performance under the terms of this Agreement on \_\_\_\_\_, 2017 (“Effective Date”).

**Section 4. Integrated Agreement.** The Agreement contains all of the agreements of the Parties and all previous understandings and negotiations are integrated into this Agreement. Prior agreement dated August 15, 2013 is null and void.

**Section 5. Amendment.** The Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any non-material change to the Agreement may become effective thirty (30) days following approval of such change in writing by the General Manager for District and the Firm and shall not require the approval of the Board (e.g. changes to Firm name or address).

DRAFTED (April 7, 2017)  
FOR DISCUSSION PURPOSES

**Section 6. Compensation and Services.**

**6.1. Standard of Performance.** Firm shall perform all Legal Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Firm is engaged in the geographical area in which Firm practices its profession. Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Firm's profession.

**6.2 Time.** Firm shall devote such time to the performance of the Legal Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 6.1 above and to satisfy Firm's obligations hereunder.

**6.3. Hourly Rate for Legal Services.** All Legal Services provided by Firm for District shall be billed at a blended hourly rate as follows:

**6.3.1. Monthly Retainer.** District shall pay Firm a monthly retainer of Three Thousand Five Hundred Dollars (\$3,500.00), which will be applied to all Legal Services performed by Firm (the "Retainer"). In exchange for paying the Retainer to Firm, District shall receive up to twenty (20) hours of Legal Services per month. Firm shall bill District for all hours in excess of the Retainer at the rates set forth in this Agreement. Firm will also charge and invoice District for all postage, photocopying, expenses and other administrative costs to provide Legal Services to District.

**6.3.2. General Municipal Legal Services.** District shall pay Firm One Hundred Eighty Dollars (\$180.00) for all attorneys (partners, of counsel, and associates) and One Hundred Five Dollars (\$105.00) for paralegals and law clerks for all General Counsel Legal Services..

**6.3.3. Special Counsel Legal Services. District.** District shall pay Firm Two Hundred Fifty Dollars (\$250) for all attorneys (partners, of counsels, and associates) and One Hundred Twenty-Five Dollars (\$125.00) for paralegals and law clerks for all special counsel legal services which include but is not limited to litigation, water, complex real estate transactions, enterprise funds, complex environmental, and labor and employment services. Special counsel legal services will be provided in addition to, and billed separately from, the General Counsel Legal Services and is subject to prior approval from the Board before Firm may commence such services.

**6.3.4. Reimbursable Services.** District shall pay Firm the published standard private client rates, minus ten percent (10%), for cost recovery legal services for which the District received reimbursement. Cost recovery legal services may include work on developer funded projects, community facility districts and the li

**6.3.5 CPI Increase.** The rates herein will be adjusted annually in accordance with an increase in the All Urban Consumer Price Index for California ("CPI"), but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the Term

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DRAFTED (April 7, 2017)  
FOR DISCUSSION PURPOSES

of this Agreement. Any increase in rates herein as a result of an increase to the CPI, shall be rounded up to the nearest dollar. Any changes in Firm's rates will be based on the October CPI, release very year in November, and shall become effective on January 1<sup>st</sup> of each year. Notwithstanding the aforementioned, at no time shall Firms' rates be increased more than five percent (5%) per year.

**6.4. Outside Counsel.** If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field (e.g. workers compensation attorney), Firm will charge and District agrees to pay the billing rates for those attorneys. Firm shall obtain the consent of the General Manager prior to engaging any attorney not affiliated or associated with Firm to provide legal services to District.

**6.5. Costs, Expenses & Advances.** District shall pay for costs, expenses and advances incurred by Firm on behalf of District, and services provided by or obtained through the Firm on behalf of District ("Costs and Advances"). Such Costs & Advances shall be the actual cost of the service obtained and there shall be no mark-up of the Costs by the Firm. Costs and Advances include, but are not limited to: outside courier service, court runner service, court reporter services, and transportation costs. The Parties agree that District shall pay the Costs and Advances of copying and printing at a rate of twenty cents (0.20 cents) per page. The District shall pay Costs and Advances for transportation and mileage calculated at the rate per mile that is provided by the Internal Revenue Service at the time the expense is incurred. The District shall pay Costs and Advances for reasonable expenses associated with meals and lodging in accordance with the District's policy for such reimbursements. All Costs and Advances shall be itemized on the Firm's monthly invoice to the District and shall be due pursuant to Section 6.8 of this Agreement.

**6.6. Legislative/lobbying Services.** District authorizes Firm to provide legislative and governmental relation services to the District as its registered lobbyist in the State of California. Governmental relation and lobbying services for the District may include updating the District on potential legislation impacting the District's interests and informing legislative committees of the District's positions on relevant legislation. Firm shall not charge or invoice District for legislative services under the compensation structure set forth in this Agreement

**6.7. Included Services.** Notwithstanding any other provision in this Agreement to the contrary, District will not be required to pay any separate or additional charge for the following:

- a. Secretarial, word processing or clerical services which are included in the hourly rates of the Firm's legal professionals;
- b. Charges associated with telephone or facsimile services.

**6.8. Invoices and Statements.**

- a. Firm shall provide District with an itemized statement or invoice for fees, costs, expenses and advances incurred on a monthly basis. All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief

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description of the work performed. Firm will establish separate billing projects for specific matters and funding categories as District may direct.

b. Payments shall be made by District to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned and are returned by District with a written explanation of the question or contest, within thirty (30) days of receipt of the statement or invoice. Payments made to Firm more than thirty (30) days after the due date shall draw interest at ten percent (10%) per annum except as otherwise set forth herein.

**6.9. Payment of Taxes.** Firm is solely responsible for the payment of employment Taxes incurred under this Agreement and any similar federal or state taxes.

**6.10. Authorization to Perform Services.** Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from District.

**Section 7. Term and Termination.**

**7.1. Term.** This Agreement shall begin on the Effective Date and shall continue until terminated by District or Firm upon thirty (30) days advance written notice to the non-terminating party (the "Term"). Upon termination Firm shall be entitled to and District shall immediately pay all amounts owed to Firm. District, however, may condition payment of such compensation upon Firm delivering to District copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of the Firm.

**Section 8. Independent Contractor and Assignment.**

**8.1. Independent Contractor.** The Firm shall perform all Legal Services required under this Agreement as an independent contractor of the District, and shall remain, at all times as to the District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the District, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the Legal Services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of the Firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service

**8.2. Assignment and Subcontracting.** District and Firm recognize and agree that this Agreement contemplates personal performance by Firm and is based upon a determination of Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Firm. Firm may not assign this Agreement or any interest therein

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without the prior written approval of the General Manager. Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to outside counsel as described in Section 6.4 of this Agreement, without prior written approval of the District.

**Section 9. Conflicts.**

**9.1. No Present Conflicts.** The Firm has no present or contemplated employment that is adverse to the District. The Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against the District. However, the Firm may have past and present clients or may have future clients, who, from time to time, may have interests adverse to District, and the Firm reserves the right to represent such clients in matters not connected with its representation of the District.

**9.2. Duty to Disclose Future Conflicts.** If a potential conflict of interest arises in the Firm's representation of two clients, if such conflict is only speculative or minor, Firm shall inform the District and seek waivers from each client with regards to such representation. However, if real conflicts exist, the Firm would withdraw from representing either client in the matter, and assist them in obtaining special counsel.

**9.3. No Conflict in Violation of Government Code Section 1090.** Firm may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Firm's profession, unless such conflict may be waived by District and District chooses to waive such conflict in writing.

**Section 10 Errors and Omissions Insurance Coverage.**

**10.1. Insurance Coverage.** During the Term of this Agreement, the Firm shall at all times maintain insurance coverage for Errors and Omissions with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. A certificate of insurance shall be provided to the District within thirty (30) days of execution of this Agreement. In the event that any coverage required by this section is reduced, limited or materially affected in any manner, Firm shall provide written notice to District at Firm's earliest possible opportunity and in no case later than thirty (30) days after Firm is notified of the change in coverage.

**10.2. Remedies.** In addition to any other remedies District may have if Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Firm's breach:

a. Order Firm to stop work under this Agreement or withhold any payment that becomes due to Firm hereunder, or both stop work and withhold any payment, until Firm demonstrates compliance with the requirements hereof; or

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- b. Terminate this Agreement.

**Section 11. Legal Requirements.**

**11.1. Governing Law.** The laws of the state of California shall govern this Agreement.

**11.2. Compliance with Applicable Laws.** Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**11.3. Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Firm and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

**11.4. Licenses and Permits.** Firm represents and warrants to District that Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Firm represents and warrants to District that Firm and its employees, agents, any outside counsel shall, at their sole cost and expense, keep in effect at all times during the Term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Firm and any outside counsel shall obtain and maintain during the Term of this Agreement any required business licenses from District.

**Section 12. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

**Section 13. Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

**Section 14. Work Product.**

**14.1. Records Created as Part of Firm's Performance.** The Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that the Firm prepares or obtains pursuant to this Agreement to District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use.

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**14.2. Firm's Books and Records.** Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Firm pursuant to this Agreement.

**14.3 Inspection and Audit of Records.** Any records or documents that Section 14.2 of this Agreement requires Firm to maintain shall be made available for inspection, audit, or copying at any time during regular business hours, upon oral or written request of District.

**Section 15. Notices.** Any notice or communication required hereunder between District and Firm must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District:

6425 Main Street  
Georgetown, CA 95634  
Mailing Address  
P.O. Box 4240  
Georgetown, CA 95634  
Tel: 530.333.4356  
Fax: 530.333.9442

If to Firm:

Churchwell White, LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, California 95814  
Attention: Barbara A. Brenner, Esq.  
Tel: (916) 468-0950  
Fax: (916) 468-0951

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FOR DISCUSSION PURPOSES

**Section 16. Governing Law.** The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the state of California.

**Section 17. Venue.** Venue for all legal proceedings shall be in the Superior Court for the County of El Dorado.

**Section 18. Entire Agreement.** This Agreement, together with its specific references, attachments and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

**Section 19. 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 this Agreement had been fully complied with.

**Section 20. Document Preparation.** This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

**Section 21. Advice of Legal Counsel.** 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.

**Section 22. No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**Section 23. Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**Section 24. 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.

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IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Firm as of the date of execution by the District.

**Georgetown Divide Public Utilities District,**  
a public utility district of the state of California

By: \_\_\_\_\_  
Steven Fuller, General Manager

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

**CHURCHWELL WHITE, LLP**  
a California limited liability partnership

By: \_\_\_\_\_  
Barbara A. Brenner

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

DRAFTED (April 7, 2017)  
FOR DISCUSSION PURPOSES

Exhibit A

Scope of Work

Firm shall perform the following Legal Services for the District:

1. The review of agendas and related consultation with District staff and members of the Board of Directors regarding the proper placement or description of business items on agendas;
2. Attendance at meetings of the District and their duly appointed committees, for which attendance is requested by the General Manager or Board President, unless excused by the General Manager or the Board President;
3. Routine preparation of ordinances and resolutions by District staff with form content and format reviewed by General Counsel;
4. Preparation and approval as to legal form all contracts, agreements, and any other legal documents or matters which are referred to for advice, review, or handling during the Term of this Agreement;
5. Preparation of all legal advice on behalf of the District to Board members, General Manager, and other designated departmental heads or personnel as directed by the General Manager;
6. Review and evaluation of the need as well as the engagement, coordination, and supervision of activities of any special counsel retained by Board. This will include financial management, including cost containment strategies; and administration of contracts that District may execute with special legal counsel. Such administration shall include oversight services such as review of attorney invoices coordination of special legal counsel's activities, and direction to special legal counsel with regard to strategies and communication;
7. Provide conflict of interest assistance to the Board and General Manager on behalf of the District, and assist Board members and staff in seeking advice from the Fair Political Practices Commission;
8. Review, analyze, redact or develop written responses to any single California Public Records Act request (Gov. Code section 6250 et seq.);
9. Provide advice as it pertains to the general powers and duties assigned to the District and ensure its operational compliance with all applicable federal, state, and local legislation, statutes, codes and procedures.

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10. Provide legal expertise in the Firm's areas of practice including but not limited to: ethics, public contracting, employment and personnel matters, environmental law, real estate, water law, litigation, elections law, and in-service training and development as requested by District.

**Churchwell White** LLP

churchwellwhite.com

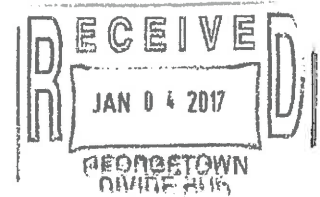
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814  
T 916.468.0950 | F 916.468.0951

Barbara A. Brenner  
T: 916.468.0625  
Barbara@churchwellwhite.com

December 29, 2016

**VIA US MAIL AND E-MAIL (luso@gd-pud.org)**

Georgetown Divide Public Utility District  
Attn: Lon Uso, Board President  
P.O. Box 4240  
Georgetown, CA 95634



Re: Professional Services Agreement

Dear Mr. Uso:

Pursuant to Section 3 of the Professional Services Agreement by and between Georgetown Public Utility District (the "District") and Churchwell White LLP (the "Firm"), this letter is to inform the District of an increase in the Firm's rates for legal services. The following rates will take effect on February 1, 2017.

General Counsel Services Beyond Retainer (per hour rate)

Partner	\$180
Of Counsel	\$180
Senior Associate	\$180
Associate	\$180
Law Clerk	\$105
Paralegal	\$105
Administrative	No Charge

In addition, the monthly retainer, for which the District receives up to twenty (20) hours per month of General Counsel Services, will be increased to \$3,250 as of February 1, 2017.

Please feel free to contact me if you have any questions or concerns. We look forward to another successful year working with you and representing the District.

Kind regards,

Churchwell White LLP

A handwritten signature in blue ink, appearing to read "Barbara A. Brenner".

Barbara A. Brenner  
BAB/crp

{CW025448.3}

# Memo



To: Board of Directors  
From: Darrell Creeks, Interim General Manager  
Date: January 4, 2017  
SUBJECT: **RATE INCREASE NOTIFICATION FOR LEGAL SERVICES**  
Board Meeting of January 10, 2017; **Agenda Item #11**

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## **BACKGROUND / DISCUSSION**

The District is in receipt of a letter, dated December 29, 2016, (Attachment A) from Churchwell White notifying the District of an increase in the Firm's rates for legal services. The new rate represents a 2.8% increase and is effective February 1, 2017.

The Professional Services Agreement (Attachment B) was entered into between the District and Churchwell White on August 15, 2013. The agreement provides for the Firm to change the standard hourly billable rates for General Counsel Services upon thirty (30) days written notification to GDPUD after one year from the contract date.

## **RECOMMENDATION**

It is Staff's recommendation that the Board approve the rate increase for legal services by Churchwell White, LLP.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF August 8, 2017  
AGENDA ITEM NO. 6F**



**GDPUD**

**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: APPROVE SPONSORSHIP OF GENERAL COUNSEL, BARBARA BRENNER, TO THE ACWA LEGAL AFFAIRS COMMITTEE AND STATE LEGISLATIVE COMMITTEE**

**PREPARED BY:** Barbara A. Brenner, District General Counsel

**APPROVED BY:** Steven Palmer, PE, General Manager



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**BACKGROUND**

The Georgetown Divide Public Utility District (“GDPUD” or “District”) is a member agency of the Association of California Water Agencies (“ACWA”). ACWA has 12 active outreach committees that meet throughout the year: Business Development Committee, Communications Committee, Energy Committee, Executive Committee, Federal Affairs Committee, Finance Committee, Groundwater Committee, Legal Affairs Committee, Local Government Committee, Membership Committee, State Legislative Committee, Water Management Committee, and Water Quality Committee. The committees provide key technical and policy input to the ACWA Board of Directors. The committees bring together expertise and perspectives on important state and federal issues to help ACWA members advance their interests.

**DISCUSSION**

The ACWA committee appointment process is currently underway for the 2018-2019 term. Consideration forms are due by September 29, 2017. To be considered for an ACWA committee, an ACWA agency member must submit the required committee consideration form. An agency member may also sponsor a non-agency member for consideration of committee membership. GDPUD is interested in sponsoring the General Counsel, Barbara Brenner, for membership on the ACWA Legal Affairs Committee and State Legislative Committee. The General Counsel would represent GDPUD’s interests on the committee. Participating on an ACWA committee helps GDPUD stay current with emerging issues and provides a forum for the GDPUD to engage in important issues that concern California water districts.

**FISCAL IMPACT**

There is no fiscal impact associated with sponsoring the District General Counsel to be on an ACWA committee. The District will not incur fees for the District General Counsel’s preparation and participation in committee meetings.

**CEQA ASSESSMENT**

The proposed action does not constitute a project under the California Environmental Quality Act, pursuant to Public Resources Code sections 21065 and 21080.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of GDPUD authorize the General Manager to sponsor General Counsel, Barbara Brenner, for membership on the ACWA Legal Affairs Committee and State Legislative Committee.

**ATTACHMENTS**

1. ACWA Committee Application Form





## MEMORANDUM

July 18, 2017

TO: ACWA MEMBER AGENCY BOARD PRESIDENTS  
ACWA MEMBER AGENCY GENERAL MANAGERS

FROM: Kathy Tiegs, ACWA PRESIDENT

SUBJECT: ACWA COMMITTEE APPOINTMENT CONSIDERATIONS FOR THE 2018-2019 TERM

### PLEASE RESPOND BY SEPTEMBER 29, 2017

Thank you for your involvement with ACWA. As you know, Committees are an integral part of ACWA's activities and policy development. With the end of the current Committee term fast approaching, it is time again to request 2018-2019 Committee nominations from ACWA members. All Committees will be reconstituted following the election of new officers (ACWA's President / Vice-President) at the 2017 ACWA Fall Conference.

In submitting names for consideration, please do so with the understanding that Committees need active, involved individuals able to expend the time and provide their expertise, if appointed. Please keep in mind that the district is responsible for all costs associated with the participation of its representatives on Committees.

The following information is available at [ACWA's website](#) or by clicking on each link.

- [ACWA Policy Committee Composition](#)
- [ACWA Committee Consideration Form](#)
- [ACWA Committee Consideration Process Timeline](#)

If you would like to reference current Committee members serving on a ACWA Committee please click [here](#).

All correspondence and forms regarding Committee appointments must be submitted to the ACWA office no later than September 29, 2017 to be eligible for consideration. Committee appointments will be made by the incoming ACWA President in December. Please contact Region and Member Services Specialist II, Ana Javid, at [anaj@acwa.com](mailto:anaj@acwa.com) or (916) 441-4545, if you have any questions concerning the Committee appointment process.

We appreciate your timely attention to this matter.



# COMMITTEE CONSIDERATION FORM

PLEASE PRINT LEGIBLY

Agency Name (DO NOT use acronyms or abbreviations)	Phone
Agency Address	City, State & Zip

**BELOW PLEASE LIST ALL THOSE INTERESTED IN BEING ON ACWA COMMITTEES FOR YOUR AGENCY. FOR ADDITIONAL RECOMMENDATIONS PLEASE FILL OUT ANOTHER FORM.**

*\*If an individual is not an agency employee or director, please indicate company affiliation.*

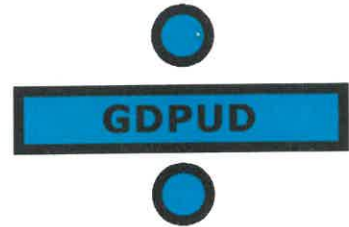
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
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Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Signature (Agency/District General Manager or Board President signature required)      Title      Date

**QUESTIONS?**  
 Contact Region and Member Services Specialist II  
 Ana Javaid at [anaj@acwa.com](mailto:anaj@acwa.com) or (916) 441-4545

910 K Street, Suite 100  
 Sacramento, CA 95814  
[www.acwa.com](http://www.acwa.com)

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF AUGUST 8, 2017  
AGENDA ITEM NO. 7**



**AGENDA SECTION: PUBLIC HEARING**

**SUBJECT: SECOND READING OF AN ORDINANCE CERTIFYING ANNUAL  
DIRECT CHARGES-FEES AND ASSESSMENTS**

**PREPARED BY:** Stephanie Beck, Administrative Assistant III

**APPROVED BY:** Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "S. Palmer", is written over the name of the General Manager.

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**BACKGROUND**

**Ordinance 2017-01** ("Ordinance") allowing the District to place a lien on property of customers with delinquent balances as of June 30, 2017, and to place the annual charges for the District's assessment districts. Ordinance was introduced at the regular Board meeting of July 11, 2017.

Attached to this ordinance is a preliminary list of delinquent customers. The list will be modified up to the date of submission to the County, which can be no later than August 10, 2017, by removing all customers who have made payments on the balances. The other amounts to be placed on certain property owners' tax bills relate to previously implemented water facility assessment districts. These annual assessments typically continue until the related assessment district debt is retired.

**DISCUSSION**

This is the second reading of Ordinance 2017-01 (**Attachment 1**). As required by law, the notice of this Public Hearing was published in the Georgetown Gazette on August 3, 2017. The Proof of Publication is included with this report as **Attachment 2**.

The adopted Ordinance will be submitted to the County for the approval of the charges to be placed on the tax bills, along with the following documents:

- Governing Authorization Certification
- Proposition 218 Certification
- Direct Charge Information Sheet
- Local Agency Special Tax & Bond Accountability Act – Response Form
- Secured/Unsecured Tax Roll Certification Form
- Consultant Authorization, if needed

**FISCAL IMPACT**

This action is required for the District to collect the annual assessments and any unpaid charges.

**CEQA ASSESSMENT**

This is not a CEQA Project

**RECOMMENDED ACTION**

Staff recommends that the Board of Directors adopt Ordinance 2017-01.

**ATTACHMENTS**

1. Ordinance
2. Proof of Publication

**ORDINANCE 2017-01**

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

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

1. The Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT hereby declares that for Fiscal Year 2016-17 the Georgetown Divide Public Utility District, water service and related water quality services were furnished to and used on certain parcels of land upon which the annual assessment is, by this said ordinance levied for unpaid charges thereof, as of June 30, 2017. Said parcels are set forth in Exhibit A attached hereto and made a part hereof. It is further declared said certain parcels of land are owned, controlled, or in the possession of the same person who owned, controlled, or was in possession of it during the time such service charges were incurred, or if transfers were made of the property since the date such charges were incurred, such transfers have been made by gift, descent, bequest, or devise. It is further declared that said unpaid charges are to be added to and made a part of the annual assessment levied upon said certain parcels of land, shall become a lien upon said parcels of land, and the Board of Directors shall include in its statement to be transmitted to the County Auditor, the amount of said charges upon said certain parcels of land.

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

3. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County Auditor the forms required to levy the annual assessments for the assessment districts within the Georgetown Divide Public Utility District with outstanding debt. For fiscal year 2017-18, outstanding debt remains for the following assessment districts:

Stewart Mine Water Assessment District  
Kelsey North Water Assessment District

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

**\*\*EXHIBIT A\*\***

Georgetown Divide Public Utility District  
2017 Tax Roll Delinquencies

*This list is the preliminary list, it could be reduced before publishing in the paper  
and before forwarding to the County*

<b>Assessor's Parcel Number</b>	<b>Legal Owner</b>	<b>Amount</b>
AMA0006	AMARAL, DANIEL/SUSAN	272.29
CRE0006	CREWS, TIM/RACHELLE	392.96
DEK0002	DEKKER JR, WILLIAM	183.26
FRE0029	FRENCH, CHARLOTTE	242.81
GRA0021	GRAYBILL, DEWITT	115.16
HAY0001	HAY, LEE/PATRICIA	179.49
HER0028	HERNANDEZ, MANUEL	272.29
HER0029	HERNANDEZ, MANUEL	272.29
HOL0002	HOLLINGSWORTH, BEN	78.07
SAN0028	SANCHEZ, DENNIS	272.29
VIR0003	VIRAY, MARCELINO I./ANITA	272.29
WIL0142	WILMINGTON SAVINGS TRUST	73.37
	<b>TOTAL</b>	<b>2626.57</b>



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

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

STATE OF CALIFORNIA  
County of El Dorado

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

08/03

All in the year 2017

I certify (or declare) under penalty of perjury that the foregoing is true and correct.  
Dated at Placerville, California, this 3<sup>RD</sup> day of AUGUST, 2017

Signature

NOTICE OF PUBLIC HEARING

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ADDING ORDINANCE 2017-01 STATING THE PURPOSE FOR ADDING TO AND MAKING ASSESSMENTS LEVIED UPON THE LAND UPON WHICH WATER SERVICE WAS USED AND CHARGES UNPAID AND FOR ANNUAL ASSESSMENT LEVIES

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of Directors of the Georgetown Divide Public Utility District (the "District") at its next regularly scheduled meeting of August 8, 2017, at 2:00 PM at the District Office located at 6425 Main Street, Georgetown, California, for a vote on the adoption of Ordinance 2017-01 (the "Ordinance") stating the purpose for adding to and making assessments levied upon the land upon which water service was used during fiscal year 2016-2017, and for which charges are unpaid as of June 30, 2017, and further declaring that said unpaid charges are to be added to and made a part of the annual assessment levied upon said certain parcels of land.

ALL INTERESTED PARTIES are invited to attend the August 8, 2017, Public Hearing to express opinions or submit evidence for or against the approval of the Ordinance. At the above-noted time and place, testimony from interested persons will be heard and considered by the District Board of Directors prior to taking action or asking any recommendation on the Ordinance. Upon request, the agenda and the documents in the hearing agenda packet can be made available to persons with a disability. In compliance with the Americans with Disabilities Act, the District encourages those with disabilities to participate fully in the public hearing process. Any person requiring special assistance to participate in the meeting should call (530) 333-4356 or email [spalmer@gd-pud.org](mailto:spalmer@gd-pud.org) at least forty-eight (48) hours prior to the meeting. Written comments are also accepted, prior to the hearing by the District at P.O. Box 4240, Georgetown, CA 95634. Information regarding the hearing is on file and may be viewed by interested individuals at the District Office located at 6425 Main Street, Georgetown, California. If a challenge to the above-proposed actions is made in court, persons may be limited to raising only those issues they or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the District Board of Directors. Copies of the proposed Ordinance are available for public review at the District Office, located at 6425 Main Street, Georgetown, California. If you have any questions, please call the District Clerk at (530) 333-4356, or stop by the office at 6425 Main Street, Georgetown, California.