

Agenda Packet GDPUD Regular Board Meeting

Tuesday, December 10, 2019 2:00 P.M.

AGENDA

REGULAR MEETING

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

Special Notation:

Director David Halpin will participate in this meeting from a satellite location via telephone.

The Public may participate in all Open Session portions of this meeting from this location. The specifics of his location, while participating in the meeting, are as follows:

14750 Lakeside Circle, Sterling Heights MI 48313

TUESDAY, DECEMBER 10, 2019 2:00 P.M.

MISSION STATEMENT

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

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

Out of respect for the meeting and others in attendance, please turn off all cell phones or put in the silent mode.

Pursuant to the Government Code Section 54954.3 (The Brown Act), members of the public shall be afforded the opportunity to speak on any agenda item, provided they are first recognized by the presiding officer. The Board President will call for public comment on each agenda item. Those wishing to address the Board on a matter that is not on the agenda and within the jurisdictional authority of the District may do so during the Public Forum portion of the agenda. Please be aware of the following procedures for speaking during Public Forum or public comment sessions:

- 1. When called on to speak by the Board President, please approach and speak from the podium.
- 2. Comments are to be directed only to the Board.
- 3. The Board will not entertain outbursts from the audience.
- 4. There is a three-minute time limit per speaker.
- 5. The Board is not permitted to take action on items addressed under Public Forum.
- 6. Disruptive conduct shall not be permitted.
- 7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

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

- 2. ADOPTION OF AGENDA
- 3. PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)
- 4. PROCLAMATIONS AND PRESENTATIONS
- 5. CONSENT CALENDAR Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

A. Approval of Minutes

- 1. Special Meeting of September 19, 2019
- 2. Regular Meeting of October 8, 2019
- 3. Regular Meeting of November 12, 2019

B. Financial Reports

- 1. Statement of Cash Balances November 2019
- 2. Month-End Cash Disbursements Report November 2019

6. FORMATIONAL ITEMS

- A. Board Reports
- B. General Manager's Report
- C. Operation Manager's Report
- **D. Finance Committee Report**

7. NEW BUSINESS

A. Accept 2018 Treated Water Line Replacement Project and Direct Filing of the Notice of Completion

Possible Board Action: Adopt resolution

B. Approve Purchase of Two Replacement Trucks

Possible Board Action: Adopt resolution

C. Appoint a Board Representative to the Joint Powers Insurance Agency

Possible Board Action: Adopt a Resolution appointing a Board representative

D. Appoint a Board Legislative Liaison

Possible Board Action: Appoint a Board Legislative Liaison

E. Approve Amended General Manager Employment Agreement

Possible Board Action: Adopt a Resolution approving the agreement

F. Consider Adoption of a Revised Board Policy 4050 Members of the Board of Directors Addressing Resignation from Volunteer Committees Upon Election to the Board

Possible Board Action: Adopt a Resolution approving the revised policy

G. Provide Direction on Whether to Discuss a 2020 Water Rate Freeze at the Next Board Meeting

Possible Board Action: Discuss and provide direction to Staff

- 8. BOARD MEMBER 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.
- NEXT MEETING DATE AND ADJOURNMENT The next Regular Meeting will be on January 14, 2020, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, California 95634.

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 December 5, 2019.

Steven Palmer, PE, General Manager

/2/3/19 Date



PROCLAMATIONS AND PRESENTATIONS



CONSENT CALENDAR



CONSENT CALENDAR ITEM 5.A.1.

CONFORMED AGENDA SPECIAL MEETING

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

THURSDAY, SEPTEMBER 19, 2019 2:00 P.M.

MISSION STATEMENT

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

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- 3. The Board will not entertain outbursts from the audience.
- 4. There is a three-minute time limit per speaker.
- 5. The Board is not permitted to take action on items addressed under Public Forum.
- 6. Disruptive conduct shall not be permitted.
- 7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

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

The meeting was called to order at 2:00 P.M.

Directors Present: Cynthia Garcia, David Halpin, Michael Saunders, David Souza, Dane Wadle.

Staff Present: General Manager Steven Palmer; Board Assistant Gloria Omania

The Pledge of Allegiance was led by Director Halpin.

2. ADOPTION OF AGENDA

Motion by Director Halpin to adopt the agenda. Second by Director Souza.

Public Comment: There was no public comment.

Roll call vote was taken, and the vote was as follows:

Garcia:

Aye

Halpin:

Ave

Saunders:

Aye

Souza:

Aye

Wadle:

Aye

The motion passed unanimously.

3. PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)

Cherie Carlyon stated she attended Finance Committee meeting the previous day and the draft Leak Policy and Discontinuance Policy was distributed but was not included in the packet. She submitted the 15-page document for this meeting's agenda which is included as Attachment 1 of these minutes).

4. NEW BUSINESS

A. Discuss and Consider Removing Members from the Finance Committee

Possible Board Action: Adopt Resolution.

Director Wadle stated that Director Halpin requested that this item be placed on the Special Meeting agenda and asked if Director Halpin had any comments. Director Halpin had no comments and made a motion to have Don Waltz and Steve Miller removed from the Finance Committee.

Director Garcia called for a point of order. The General Manager stated that the policy says the Board must take comments before a motion is made. Director Halpin withdrew his motion and Director Wadle opened the meeting for comments.

Director Saunders explained he thought the main reasons why this Special Meeting was called was due to previous discussions about Brown Act training and the increased costs associated with an attorney providing the training compared to other training options; an email from the FC Chair to the General Manager that was copied to all members creating a Brown Act violation and limiting the ability of the FC Liaison to manage the situation; and, because Don Waltz, the FC Secretary, was unable to complete the minutes of the previous meeting, the General Manager prepared them to attach to the agenda of the upcoming FC meeting.

Director Garcia expressed her concern that this special meeting was called because the Board leadership failed to appropriately handle a situation in which a FC member didn't follow proper protocol that should have been mitigated before a special meeting was called. Director Garcia stated the Board should learn from this and make sure this doesn't happen again. She added that as a board member and a part of this team, she finds it discouraging that one member can bring about this meeting with 24-hour notice when she and Director Saunders have asked for months to get items on the agenda and have been ignored. Director Garcia stated the Board should fix this now because it is important that the Board support the Finance Committee and give them the tools to succeed.

Public Comment:

Director Wadle stated the recently adopted Board Conduct Policy allows for 20 minutes for public comment. However, he indicated it would be reasonable and fair to allow Mr. Miller and Mr. Waltz to comment and then apply the full 20-minute time period for others who want to comment.

Steve Miller read a prepared statement, included with these minutes as Attachment 2.

Don Waltz, wanting to make his role known, stated he received a voice mail from Mr. Halpin indicating he wanted to remove him from the FC because Mr. Miller had indicated to him that he, along with Mr. Miller and Mr. McDonald, were willing to sign affidavits that would portray them to be obstructionist to a training event. Mr. Waltz stated that was not the case saying they were exploring ways to reduce the cost of the training through teleconferencing, and by scheduling the FC meeting following a Board meeting to reduce the attorney's travel costs. He said they were looking at alternatives and the affidavits was one way of reducing costs; there was no intent to obstruct the training.

Director Wadle then opened the meeting for general public comments.

A resident of Garden Valley who didn't identify herself referenced Board Policy 5020 to describe how items are placed on the Board agenda. She complained that Director Halpin could request an item be placed on a Special Meeting agenda when Directors Garcia and Saunders are unable to get items on the agenda. She said the District had a problem because the District Board has African American man, and a woman on this Board that are unable to get an item on the Board agenda. She said this could end up being discussed in Federal Court.

Charlotte Miller provided a definition of a volunteer and commented that members of the Finance Committee volunteer to help the Board with the District's finances. The Board, in its leadership role, is responsible for making sure committee members understand their role and responsibilities. She added the Board has the responsibility to work with their volunteers, not fire them.

Glen Steer stated that he had moved into the District a year and a half ago and his water bill has tripled. He expressed support for the Finance Committee adding the District needs to move on and get it together.

Carolyn Loomis commented the action taken here today is reprehensible and a travesty. If anyone should be dismissed, it's Dave Halpin and Steve Palmer.

A public member who didn't identify herself stated she was pleased when Steve Miller and Don Waltz were appointed to the Finance Committee because the District needs their kind of talent to deal with the District's spending problems. If something was done wrong, it should be corrected. The Board should move on and everyone should get along to get things back in order because the Board needs to start looking at Auburn State Recreation Area.

Dr. Francis Todd of Pilot Hill stated that she sees the concern about the Brown Act not being presented to the new FC members, however, that Brown Act presentation did happen, so that's a non-issue. The other issue of Mr. Palmer jumping in trying to be a nice guy and doing the minutes and then didn't get them approved before publishing is not something to remove him. Dr. Todd stated both issues are points of education and it is her opinion that the punishment some want to happen far outweigh the actual two incidents and is not in the new theory of a just culture.

Mitch MacDonald stated he has enjoyed being on the Finance Committee thus far and feels the members are settling in and getting used to working well together. He commented that he would like to see more teaming and feels occasional meetings between the FC and the Board would improve their working relationship. The FC members are offering their assistance to the community and he was caught off guard by this. He agrees that the Brown Act presentation was important, and, at the end of the day, the committee received the training, and everything went fine.

Cherie Carlyon stated Mr. Miller and Mr. Waltz are doing a good job and urged the Board not to remove them from the Finance Committee.

Karen Bartholomew commented that she has never been fired from a job for making a mistake. He stated the FC members are doing a good job and should not be removed.

Steven Proe stated there is a conflict of interest between certain members of the Board which needs to stop. These gentlemen haven't done anything wrong and just want to help the District save money. Certain members of the Board do not want to save the District money, and he thinks the whole Board is corrupt.

That concluded the 20-minute time period for public comment and Director Wadle allowed for a couple more comments.

Phyllis Polito commented that the Finance Committee is hard working and the General Manager feels threatened so looked for a technicality to remove some of them.

Stephen Dowd stated that these two fine gentlemen are a blessing to the community, and they should not be removed from the Finance Committee.

Director Garcia expressed her appreciation to those who took time for their schedules to attend the meeting and for the public comments. She stated that it is the Board's responsibility to guide the Finance Committee to succeed, not to set them up for

failure. She added that this is not a daunting task and sees an opportunity to now turn things around.

Motion by Director Halpin to remove Steve Miller and Don Waltz from the Finance Committee.

Director Souza stated that after listening to all the testimony, he could not back Director Halpin.

Director Wadle asked for a second to the motion. Hearing no second, Director Wadle declared that Director Halpin's motion fails.

Motion by Director Garcia to not remove anyone from the Finance Committee today. Second by Director Saunders.

Roll call vote was taken, and the vote was as follows:

Garcia: Ave

Halpin: Abstain

Saunders: Aye

Souza: Aye

Wadle:

Ave

The motion passed with 4 ayes and 1 abstention.

5. NEXT MEETING DATE AND ADJOURNMENT – The next Regular Meeting will be on October 8, 2019, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, California 95634.

The meeting was adjourned at 3:24 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 Steven 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 September 18, 2019.

Steven Palmer, PE	, General Manager	Date	

Memo

To: Board of Directors

From: Hank White

Date: April 29, 2010

Re: Agenda Item #10: Leakage Consideration Policy

BACKGROUND/DISCUSSION:

In the 1980's, the Board enacted a leakage consideration policy. The policy was based on compassion for the customer, timely repair of the leak, and payment by the customer for the chemicals and energy to treat the water that was lost.

The Board has directed staff to provide an opportunity to confirm and improve the leakage consideration policy.

RECOMMENDATION:

Staff recommends that the Board approve a Leakage Consideration Policy with the following provisions:

- Qualification for a consideration requires that the customer repair the leak promptly. Generally, prompt repair is considered to be within two weeks of notification. A leakage consideration will not be granted for more than one billing cycle.
- One consideration is granted for every ten years of an active account status.
- If a customer chooses, they may repay a previous consideration thereby making the account eligible for a future consideration.
- Staff shall estimate an historical usage which will be equal to the usage in a prior
 year during the same billing cycle as the leak occurred. Staff shall use the
 immediate past year but may, at staff's sole discretion, consider other years if
 necessary to determine an appropriate historical usage.
- The base amount due will be calculated by applying current rates to the historical usage. The amount due for the leakage shall be calculated by multiplying the difference of the current usage and the historical usage by a factor. The factor is based on the cost associated with treating the water lost to the leak and will be \$2.25 per 1,000 cubic feet for 2010. Staff is authorized to increase the factor by \$0.05 each year on January 1. The total due will be the sum of the base amount and the amount due for the leakage.

Leakage Consideration

POLICY NUMBER:

1118

1118.1 <u>Background</u>: In the 1980's, the Board enacted a leakage consideration policy. If a customer had a leak on their side of the meter due to broken pipes or other failures in the properties plumbing system and got it fixed promptly, they could qualify for an adjustment to their water bill. This is called a Leakage Consideration.

The policy was based on compassion for the customer, timely repair of the leak, and payment by the customer for the chemicals and energy to treat the water that was lost.

The customer is responsible for monitoring higher than expected usage. The District will do it's best to provide high usage phone calls to customers with seemingly abnormally high usage during meter reading. Customers must investigate higher than expected usage to determine if the usage was caused by a leak. Customers should promptly repair leaks.

1118.2 <u>Eligibility</u>: Only the legal homeowner of the property can request a leakage consideration. Rental tenants paying bills must contact the owner to have them request an adjustment from the District.

No leak adjustments will be granted for loss of water due to irrigation or pool failures.

No adjustments will be granted for loss of water due to leaking faucets or running toilets.

The customer's account must be in good standing at the time of the Leakage Consideration.

Adjustments are limited to the water usage portion of the bill only.

Only residential treated water customers are eligible for the leakage consideration. The adjustment does not apply to agricultural irrigation water accounts.

1118.3 Procedure: A leakage consideration is calculated by staff using the following provisions.

1118.3.1 Qualification for a consideration requires that the customer repair the leak promptly. Prompt repair is considered to be within ten calendar days of notification or when the leak was discovered.

1118.3.2 The adjustment is calculated by staff and shall be determined by the District based on comparison of "normal consumption" during the same billing period of the prior year the leak occurred. Staff shall use the immediate past year but may, at staff's sole discretion, consider other years if necessary to determine an appropriate historical usage

- 1118.3.3 The customer shall be responsible for payment of one-half of the calculated water loss. Water consumption not subject to the water loss calculation shall be billed at the appropriate rate.
- 1118.4 Number of Adjustments: One adjustment for one billing cycle is granted for every three years of an active account status. If a leak persists over more than one billing cycle, the customer shall only receive relief for excess water usage that occurred during one billing cycle. The leakage consideration may be extended to two billing cycles at the discretion of General Manager or designee, if it can be documented that the leak started within the last ten (10) calendar days of the billing cycle.
 - 1118.4.1 If a property transfers ownership, considerations requested by the previous owner do not apply.
 - 1118.4.2 Buyback Policy: if a customer chooses, they may repay a previous consideration thereby making the account eligible for a future consideration. The amount of the total leakage consideration is reduced by the amount of the buyback.
- 1118.5 Authorization. All adjustment decisions from the General Manager and/ or their designee are final. A customer may appeal the decision of the General Manager within (10) working days from the date of the General Manager's decision. The customer's written appeal must describe in detail the basis for the appeal and explain why the adjustment should be granted. The General Manager will agendize the appeal for a Board of Directors meeting within forty (40) days from the date the written appeal is received.
- 1118.6 Application. The customer must submit written request to the district office within 30 days from the billing date in which the loss occurred. For example, if the leak occurred in the billing cycle for service months July/August, the billing date would be September 1, and the deadline for adjustment submittal would be September 30. Applications submitted after the deadline will not be exempt from late penalties and may not be approved.

To receive an adjustment because of a leak, customer must fill out the designated form, or write a letter to GDPUD with the equivalent information.

In their description, customer must explain (1) how and when the leak occurred, (2) when it was repaired and (3) enclose or attach copies of proof of repair (such as a plumber's bill, parts receipt, photos of repair, etc.)

If the customer or others made the repair with parts on hand and have no receipts, customer must state that in their description.

Customer should include their account number, daytime phone number, and email so staff can contact them with questions.

1118.6 Submission. All adjustment requests must be submitted to the General Manager and/or designee for approval. Staff will contact the customer by phone call and/or writing either detailing the adjusted amount of their bill, or denying the request.



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POLICY TITLE:

Discontinuation of Residential Water Service/Late fees

POLICY NUMBER: XXXX

Reference:

Senate Bill No. 998: Discontinuation of Residential Water Service

California Government Code Sections 60370 -60375.5

Purpose/Background:

This policy enumerates Georgetown Divide Public Utility Water District's administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy will be made available to the public on the District's website. The District can be contacted by phone at (530) 333-4356 to discuss options for averting discontinuation of water service for nonpayment under the terms of this policy.

Text of policy:

Georgetown Divide Public Utility District, as an agency of the state, formed as a special district pursuant to general law for the local performance of governmental or proprietary functions within limited boundaries, is governed in the execution of the collection of delinquent accounts by California Government Code Sections 60370 - 60375.5. Furthermore, as an urban or community water system that supplies water to more than 200 service connections, the District is further governed, effective by law February 1, 2020, by Senate Bill No. 998.

Delinquent Account:

Delinquent accounts are hereafter identified as any account that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business 30 days after issuance of the water bill. The following rules apply to the collection of delinquent accounts:

1. Small Balance Accounts:

Any balance on a bill of \$25 of less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action.

2. Late Fee:

If payment for a bill is not received by close of business on the 30th day after the bill is issued, a late fee will be assessed. The due date and late fee will be displayed prominently on the bill.

Waiver of Late Fee:

At the request of the customer, the District will waive the late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding 12 months.

3. Alternative Payment Arrangements:

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

a. Certification by Primary Care Provider

Certification by a Primary Care Provider (General Practitioner,

Obstetrician/Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) who certifies that the termination of service will be life threatening or pose a serious threat to the health and safety of any resident of the premises where water service is provided will obligate the District to enter an amortized repayment plan.

Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan will result in the issuance of a written disconnection notice. The

disconnection notice will be in the form of a door hanger delivered to the premises no less than 5 business days in advance of discontinuance of service.

6. Additional Notifications:

As a courtesy, the District will make a reasonable, good faith effort to notify the customer that the account remains past due and further collection action will be forthcoming approximately 60 days after bill issuance. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. The District assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.

7. Written Disconnection Notice:

The District shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least 60 days. The District will make a reasonable, good faith effort to contact the customer in writing at least 10 business days before discontinuation of water service for non-payment. The written disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The written disconnection notice will include:

- Customer's name and address
- Amount that is past due
- Date by which payment or payment arrangements are required to avoid discontinuation of service
- Description of the process to apply for an amortization plan
- Description of the process to dispute or appeal a bill
- District phone number and a web link to the District's written collection policy
- a. Notice to Residential Tenants/Occupants in an Individually Metered Residence The District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.
- b. Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter The District will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off.

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The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those occupants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements.

If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for non-payment.

8. Forty-eight (48) Hour Notice of Termination:

The District will make a reasonable, good faith effort to notify the customer 48 hours in advance of disconnection of water service for non-payment. The means of notification will be based upon the notification preference (text, phone, mail or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by text, phone, email, or mail, a good faith effort will be made to visit the residence and leave a notice of termination of service.

9. Disconnection Deadline:

All delinquent water service charges and associated fees must be received by the District by 4:30 p.m. on the day specified in the written disconnection notice.

10. Disconnection of Water Service for Non-Payment:

The District will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a written disconnection notice at least 10 business days prior to termination and a second notice 48 hours prior to termination of service. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within 10 days of initial termination.

11. Re-establishment of Service:

In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee. The District will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

12. Re-establishment of Service After Business Hours:

Services that are off and locked cannot be re-established after hours.

13. Notification of Disposition of Returned Check:

Upon receipt of a returned check taken as payment of water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to notify the customer by phone or email of the returned check. A 48-hour notice of termination of service due to a returned check will be generated. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by text, phone, or email, a good faith effort will be made to visit the residence and leave a notice of termination of service.

Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

14. Returned Checks for Previously Disconnected Service:

In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance.

Any customer issuing a non-negotiable check as payment to restore service turned off for nonpayment will be required to pay cash, credit card or certified funds to restore future service disconnections for a period of 12 months from the date of the returned payment.

15. Disputed Bills:

If a customer disputes the water bill and exercises their right to appeal to the Board of Directors, the District will not disconnect water service for non-payment while the appeal is pending.

Draft 09/17/2019 xxxx-6

Title:	Collection Policy (formerly Delinquent Accounts)	
Number:	500-004	
Approval:		Board of Directors
Approval Date:		March 5, 2019
Effective Date:		May 1, 2019
Review Date:		Upon change of
		statute

Reference:

Senate Bill No. 998: Discontinuation of Residential Water Service California Government Code Sections 60370 -60375.5

Purpose/Background:

This policy enumerates Soquel Creek Water District's administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy will be made available to the public on the District's website. The District can be contacted by phone at (831) 475-8500 to discuss options for averting discontinuation of water service for nonpayment under the terms of this policy.

Text of policy:

Soquel Creek Water District, as an agency of the state, formed as a special district pursuant to general law for the local performance of governmental or proprietary functions within limited boundaries, is governed in the execution of the collection of delinquent accounts by California Government Code Sections 60370 – 60375.5. Furthermore, as an urban or community water system that supplies water to more than 200 service connections, the District is further governed, effective by law February 1, 2020, by Senate Bill No. 998.

Delinguent Account:

Delinquent accounts are hereafter identified as any account that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business 21 days after issuance of the water bill. The following rules apply to the collection of delinquent accounts:

1. Small Balance Accounts:

Any balance on a bill of \$20 of less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action.

2. Late Fee:

If payment for a bill is not received by close of business on the 21st day after the bill is issued, a late fee will be assessed. The due date and late fee will be displayed prominently on the bill. The District will make a reasonable, good faith effort to notify the customer of an impending late fee 2 days before the due date identified on the bill. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. The District assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.

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3. Waiver of Late Fee:

At the request of the customer, the District will waive the late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding 6 months.

4. Waiver of Delinquent Notices and Fees to the State of California

The State of California, because of a sound financial base and variations in budget approval and warrant payment procedures, will not be sent delinquent notices or assessed a late fee for delinquent payment of existing accounts.

5. Alternative Payment Arrangements:

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

a. <u>Certification by Primary Care Provider</u>

Certification by a Primary Care Provider (General Practitioner, Obstetrician/Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) who certifies that the termination of service will be lifethreatening or pose a serious threat to the health and safety of any resident of the premises where water service is provided will obligate the District to enter an amortized repayment plan.

Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the premises no less than 5 business days in advance of discontinuance of service.

6. Additional Notifications:

As a courtesy, the District will make a reasonable, good faith effort to notify the customer that the account remains past due and further collection action will be forthcoming approximately 60 days after bill issuance. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. The District assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.

7. Written Disconnection Notice:

The District shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least 60 days. The District will make a reasonable, good faith effort to contact the customer in writing at least 7 business days before discontinuation of water

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service for non-payment. The written disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The written disconnection notice will include:

- Customer's name and address
- Amount that is past due
- Date by which payment or payment arrangements are required to avoid discontinuation of service
- Description of the process to apply for an amortization plan
- Description of the process to dispute or appeal a bill
- District phone number and a web link to the District's written collection policy
- a. Notice to Residential Tenants/Occupants in an Individually Metered Residence

 The District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.
- b. Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter

 The District will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those occupants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements.

If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for non-payment.

8. Forty-eight (48) Hour Notice of Termination:

The District will make a reasonable, good faith effort to notify the customer 48 hours in advance of disconnection of water service for non-payment. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by text, phone, or email, a good faith effort will be made to visit the residence and leave a notice of termination of service.

9. Disconnection Deadline:

All delinquent water service charges and associated fees must be received by the District by 5:00 p.m. on the day specified in the written disconnection notice.

10. Disconnection of Water Service for Non-Payment:

The District will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a written disconnection notice at least 7 business days prior to termination and a second notice 48 hours prior to termination of service. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within 7 days of initial termination.

11. Re-establishment of Service:

In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee. The District will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

12. Re-establishment of Service After Business Hours:

Service restored after 5:00 pm Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee. Service will not be restored after regular business hours unless the customer has been informed of the after-hours re-establishment fee and has signed an agreement acknowledging the fee and agreeing to contact the District's billing department no later than noon the following business day to pay the subject fee. The after-hours re-establishment fee is in addition to the regular re-establishment fee and the late fee for a past due account. District staff responding to service calls are not permitted to collect payment but will instruct the customer to contact the billing department before noon the following business day. Services that are off and locked cannot be re-established after hours.

Sometimes water service is discontinued because the service is a new account and the District has not received a request to establish service. If service is being restored after regular business hours because the customer has yet to establish service, the customer must agree to contact the billing department to establish service the next business day and the after-hours reestablishment will be waived. If service is discontinued for any reason not identified above, the service should be restored as quickly as possible and the customer advised to contact the billing department to resolve the issue. No after-hours re-establishment fee will be charged in this instance.

13. Notification of Disposition of Returned Check:

Upon receipt of a returned check taken as payment of water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to notify the customer by phone or email of the returned check. A 48-hour notice of termination of service due to a returned check will be generated. The means of notification will

be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by text, phone, or email, a good faith effort will be made to visit the residence and leave a notice of termination of service.

Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

14. Returned Checks for Previously Disconnected Service:

In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance.

Any customer issuing a non-negotiable check as payment to restore service turned off for non-payment will be required to pay cash, credit card or certified funds to restore future service disconnections for a period of 12 months from the date of the returned payment.

15. Disputed Bills:

If a customer disputes the water bill and exercises their right to appeal to the Board of Directors, the District will not disconnect water service for non-payment while the appeal is pending.

Prepared Statement by Steve Miller during Public Comment of the Special Meeting of the Board of Directors on October 19, 2019

LETS LOOK AT WHAT I WAS ACCUSED OF TO PROMPT THIS MEETING

Did I try to Block coverage of the Brown Act

NO REAL REASON

Tried to look for less expensive ways to accomplish the task.

Read and Sign and pay for questions. Teleconference, (saves travel cost - half)

Bringing legal counsel to Georgetown would cost at least 3-4 hours at \$3-400/hr. Do the math.

There is a state sponsored tutorial (Better than) on line with a link to legal advice? It's free.

GM IS VEHEMENT ON LEGAL COVERAGE

His quote in the most recent FC meeting when we attempted to look at ways to reduce the cost of Brown Act coverage:

Here's my spiel on attorneys right now, and you guys can all

listen to it and then do whatever you want. It's really simple ounce of prevention is a pound of cure. Period. That's it. You need them in here to tell you what to do so you don't get sued. And, if you get sued, it's your own fault.

So that's that's why. So I'm always going to consult with them. I'm always going to bring them in here to give you the training you need to make sure you are following the law and I am always going to bring them to the board and bring them to tell the board what they need to do to follow the law. And, I'm always going to say they need to be in this meeting to make sure, and not this meeting, but the board meeting to make sure that they're not doing anything wrong at those meetings. And . . . and, that's it. Because the consequences of if you don't are dire, and it's not worth trying to save a penny in order to get sued later for a million dollars.

SOUNDS REASONABLE?

Does the GM/BD know that in 66 years there has not been a successful litigation of the Brown Act that resulted in a fine?

Does Counsel even know or did she ever tell them

Does the public know that this GM position has him 33% over budget in legal fees? And growing?

Counsel Claimed two Board members cannot hold a Town Hall Meeting. Sect 3 of the Brown Act says they can.

Refunding a 35 year overcharge (est. \$1.4M) is "gifting' public funds? Separate legal advice says it's a refund, not a gift. Refunds happens every day

BUT ENOUGH OF THAT. WHAT IS THE REAL ISSUE THAT CAUSED THE UPROAR?

Again in my short tenure as Chair of the FC, the GM has made two unauthorized ventures into our business.

The Chronology of the most recent one

GM -Here's draft Agenda for Sept - My 3 items, can you add yours? Need Minutes.

Me - Minutes are not avail. Pls remove approval of the minutes from the agenda. Concerned about quorum - guest. Still don't understand

GM - I'll deal with quorum. Staff responsibility. Said OK

GM - Have quorum if you attend - He suggested he could write minutes.

Me- I'll be there. Did not respond to his min suggestion as not current policy Assumption; Meet, Cover two policy items and the seminar. No minutes.

Me- On website. Discover an agenda w/min approval with minutes written by GM

ISSUES: He did not honor my request to remove minutes approval. VIOLATION

Wrote minutes VIOLATION

Did not communicate with me for permission or even to report having done Minutes incorrectly and incomplete

MY ACTION

Send e-mail to BD and FC stating problem. Suggested FC members consider not attend as a way to postpone the meeting. I did not want to conduct a procedure battle in public.

GM RESPONSE

Expressed surprise at my e-mail. He also stated minutes don't need to be detailed. Just what was voted on and not why.

OUTCOME

I attended meeting, we covered policy issues, held seminar with legal attendance and cost

CONCLUSION

MY ACTION HAD NOTHING TO DO WITH PREVENTING BROWN ACT COVERAGE, MY ACTION DEALT WITH THE GM'S VIOLATION OF POLICY PERTAINING TO HIS DUTIES AND THOSE OF THE FINANCE COMMITTEE

I think the purpose of the Finance Committee is to accomplish the task of completing service to this community in the most economic and efficient and transparent way possible. We cannot lose sight of the fact that we work for the people behind me. My efforts regarding the Brown Act were to reduce cost but insure coverage. I also believe it is my duty as the Chair of the Finance Committee to block ALL incursions of our authority granted by GDPUD policy and to provide accurate minutes of what we accomplished AND why.

As A Footnote. I do resent the fact that today's action was taken with discussion with the GM but without so much as one question to me by the Board beforehand.

No successful litigation: Brown Act Primer/Access to Meetings

Tutorial: Understanding the Brown Act Institute for Local Government



CONSENT CALENDAR ITEM 5.A.2.

AGENDA

REGULAR MEETING

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

TUESDAY, OCTOBER 8, 2019 2:00 P.M.

MISSION STATEMENT

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

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

Out of respect for the meeting and others in attendance, please turn off all cell phones or put in the silent mode.

Pursuant to the Government Code Section 54954.3 (The Brown Act), members of the public shall be afforded the opportunity to speak on any agenda item, provided they are first recognized by the presiding officer. The Board President will call for public comment on each agenda item. Those wishing to address the Board on a matter that is not on the agenda and within the jurisdictional authority of the District may do so during the Public Forum portion of the agenda. Please be aware of the following procedures for speaking during Public Forum or public comment sessions:

- 1. When called on to speak by the Board President, please approach and speak from the podium.
- 2. Comments are to be directed only to the Board.
- 3. The Board will not entertain outbursts from the audience.
- 4. There is a three-minute time limit per speaker.
- 5. The Board is not permitted to take action on items addressed under Public Forum.
- 6. Disruptive conduct shall not be permitted.
- 7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

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

The meeting was called to order at 2:03 P.M.

Directors present: Cynthia Garcia, David Halpin, Michael Saunders, David Souza, Dane Wadle

Staff present: General Manager Steven Palmer, Operations Manager Darrell Creeks, Management Analyst Christina Cross, Water Resource Manager Adam Brown

Legal Counsel: Barbara Brenner, Churchwell White, LLP

The Pledge of Allegiance was led by Director Saunders.

2. ADOPTION OF AGENDA

Motion by Director Halpin to adopt the agenda. Second by Director Souza.

Legal counsel confirmed Director Saunders was requesting the award for agenda item 7.B. not be included on the agenda. Director Saunders stated he wanted the agenda item pulled for further discussion. Director Saunders stated item 7.B. increased the capital improvement plan by over \$700K, and the finance committee had not reviewed the request. After discussion by the Board, and legal counsel, it was determined 7.B. would remain on the Agenda, for further discussion under New Business.

Motion by Director Halpin to adopt the agenda as written. Second by Director Souza.

Roll Call was taken, and the vote was as follows:

Garcia:

Aye

Halpin:

Aye

Saunders: Aye

Aye

Souza:

Aye

Wadle:

Aye

The motion passed unanimously.

3. PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)

Cherie Carlyon requested the Board to research an emergency plan for the District in case of PGE Public Safety Power Shutoff or inclement weather.

Director Garcia asked if Ms. Carlson's request was related to a general emergency plan, or an emergency plan related to customers. Ms. Carlyon stated both.

- 4. PROCLAMATIONS AND PRESENTATIONS
 - A. Water Professional Awareness Week October 5-13, 2019
 - B. Imagine A Day Without Water, October 23, 2019
- 5. CONSENT CALENDAR Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

Director Garcia requested items 5.B.1. be pulled.

Motion by Director Saunders to adopt the consent calendar consisting of:

5.A.1 – Regular Meeting of August 13, 2019

5.A.2 - Regular Meeting of September 10, 2019

5.B.2 – Month-End Cash Disbursements Report – August 2019

Second by Director Garcia.

Roll Call vote was taken, and the vote was as follows:

Garcia:

Ave

Halpin:

Aye

Saunders:

Ave

Souza:

Aye

Wadle: Aye

В. **Financial Reports**

1. Statement of Cash Balances – August 2019

Director Garcia had question on item 5.B.1. regarding attachment 4, adjustment details prior to the ending balance. Management Analyst Christina Cross stated year-end adjustments had been made due to LAIF adjustments.

Motion by Director Garcia to accept item 5.B.1. Second by Director Souza.

Roll Call vote was taken, and the vote was as follows:

Garcia:

Aye

Halpin:

Ave

Saunders:

Souza:

Aye

Wadle:

Ave

Aye

The motion passed unanimously.

6. INFORMATIONAL ITEMS

A. **Board Reports**

Director Garcia reported she participated in a Town Hall in ALT. A second Town Hall Meeting will take place on November 23, 2019 at the Cool Hall. Thanksgiving dinner will be provided. Director Garcia, and Director Wadle attended the GFOA meetings held in September. Director Garcia attended a ACWA Forrest Management and Watershed Management, hosted by ACWA and NID (Nevada Irrigation District). Director Garcia mentioned the ACWA regulatory summit on October 17, as well as a Mountain County Water Agency symposium will be held on November 8, 2019. (Request for Agenda Items and Budget Itemization from 2019-05-30 attached)

Director Saunders stated he attended the September 18, 2019 Finance Committee meeting. He mentioned Assembly Bills AB1668, and SB606. The Department of Water Resources was tasked with the creation of bills to recommend to the legislature. On October 1, Director Saunders attended the County Drought Advisory Group meeting where the topic was identifying risks for smaller communities. On October 3, the ALT Ribbon Cutting ceremony took place. The District was presented with many certificates from our legislature. He also attended the NID watershed tour. (Report Attached)

Director Wadle attended the GFOA budget monitoring classes with Director Garcia. Key points were the importance of strategic planning, set goals for budget management, development, and the importance of keeping the process going. Develop measures for budget monitoring policy, and results-based performance measures. He also attended local Chamber meeting.

B. General Manager's Report

Mr. Palmer said the Ribbon Cutting at ALT was very positive. Representatives from Assembly Member Frank Bigelow, State Senator Brian Dahle, and Tom McClintock, and Supervisor Lori Parlin were present for the event.

Mr. Palmer thanked the Board for their support of his election to the ACWA Region 3 Board.

Director Garcia asked if Mr. Palmer planned to have the first quarter budget to actual data to the finance committee for their review. Mr. Palmer stated the information would not be ready the next meeting; however, for the November meeting.

Cherie Carlyon asked if the finance committee will discuss the Fazio Project at the November meeting. Mr. Palmer said no, they would discuss the overall master plan.

C. Operation Manager's Report

Mr. Creeks, Operations Manager, stated there was a water break in Greenwood. The break has been resolved. More information would be in October's report. There have been twelve service lateral breaks last month. Leaks in the system continue to be an issue. Irrigation season ended and water was shut off. Mr. Creeks commented that securing a generator for the office is taking longer than he hoped due to the regulations associated with a public agency. Director Saunders suggested reaching out to FEMA to secure a generator. Director Wadle thanked staff for all their hard work.

Director Garcia asked Mr. Palmer if customers are requested to flush lines, are the customers given any type of credit? Mr. Palmer said they can, yes.

Karen Bartholomew commented on the need for an office generator.

Stephen Dowd commented on the height of water in Stumpy Meadows reservoir.

Director Saunders asked if there was any way to provide information about water testing quarterly to customers versus annually. Water Resources Manager Adam Brown stated the District provides quarterly reports to the State, however, the third quarter was not completed yet.

D. ALT Treatment Plant Update

Mr. Sanders, Civil Engineer, provided a summary presentation about the work activities for the ALT Plant for the month of September 2019.

Director Saunders thanked Gloria Omania for her work on the SRF and the ribbon ceremony, and Mr. Sanders for his work on the entire project, and the ribbon cutting ceremony. Director Garcia said Jeff and Marty were exceptional with the public during the tour.

Director Garcia commented on the possibility of school tours of the new water treatment plant, and the possibility of District Internships for high school aged children. Director Saunders mentioned the possibility of scholarship programs as well.

E. Finance Committee Report

Finance Committee Chair, Steve Miller, said at the September meeting the Brown Act was discussed and implemented. The committee also reviewed the draft leakage consideration policy. The committee reviewed the draft discontinuation of residual water policy. Ms. Cross was complimented on her thorough data for both policies.

Director Saunders said he spoke about the rules and regulations related to water management at the last finance committee meeting.

7. NEW BUSINESS

A. Increase the General Manager's Change Order Authority by an additional \$50,000 for the Auburn Lake Trails Water Treatment Plant

Possible Board Action: Adopt Resolution.

Mr. Sanders presented the staff report. (Presentation Attached)

There was questions and discussions between Directors Garcia, Director Saunders, and Mr. Sanders regarding previously approved change orders, change orders in process, and potential future change orders. (An Email dated October 8, 2019 is attached)

Director Wadle asked Mr. Sanders to clarify the amounts shown in Table 1 and Table 2.

Mr. Sanders said if the Board were to approve this change order authority, it would equate to approximately 2.9% of the original contracted amount. This amount would allow the General Manager to move forward with the project.

Public Comment: Cherie Carlyon spoke about additional change orders with NexGen.

Motion by Director Halpin to accept item 7.A. Second by Director Souza.

Director Saunders clarified that the motion should be to adopt the recommendation of staff.

Director Halpin agreed and clarified that his motion is to adopt staff recommendation for item 7.A. Second by Director Souza.

Roll Call vote was taken, and the vote was as follows:

Garcia:

Aye

Halpin:

Ave

Saunders:

Aye

Souza:

Aye

Wadle:

Aye

B. Award Construction Contract with Bosco Constructors, Inc. in the Amount of \$840,756.68 for 2018 Main Canal Reliability Project.

Possible Board Action: Award construction contract

Mr. Palmer provided a staff report and presentation. (Presentation Attached)

There was discussion regarding the scope of work, timing of the work, rejecting the bid, and phasing the Project. There was also discussion about the accuracy of the engineer's estimate.

Director Saunders said if the Board goes forward, he recommends all three segments are done; however, prior to approving the bid, he requested the CIP and budget be adjusted. He also requested staff apply for grants to offset some of the monies used from capital improvements. He asked Mr. Palmer if the bid can be delayed while this is done. Mr. Palmer said the bid is only valid for 60 days.

Director Garcia said generally the Board doesn't move on anything outside of an approved budget and discussed having the finance committee update the CIP and the budget.

Director Garcia requested an updated CIP and budget in a comprehensive document. Mr. Palmer stated this will be presented to the Board at a future meeting.

Director Wadle said, again, this is exactly why the project price has increased. Although he understands the thought process, but changes to the budget is done all the time based on the information at the time. This project has been pushed off for 17 years and will likely be more expensive if not done now.

Director Halpin said, this District has had 17 years to apply for a grant for this project and supports moving forward now.

Public Comment: Karen Bartholomew asked if the bid was not accepted at this time, and grant funding was received, the grant funds would off-set any increased bid.

After further discussion by the Board, the Director Wadle recommended to move on all three sections of the project with the understanding we will update the CIP, alert the finance committee as to what is happening and the budget change.

Motion by Director Saunders to accept item 7.B., in its' entirety.

Second by Director Souza.

Roll Call vote was taken, and the vote was as follows:

Garcia: Aye
Halpin: Aye
Saunders: Aye
Souza: Aye
Wadle: Aye

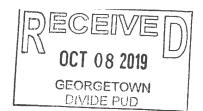
8. BOARD MEMBER REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.

Director Saunders said he received a message from one of the Board of Supervisors related to legal basis of authority regarding the SMART Water Grant and support of the project. The Supervisors request the Board request for support via a resolution, not the staff contacting the Supervisors office independently. The CDAG is now looking for five stages. At the NID tour, partnerships related grants were discussed at length. He also mentioned moral building.

9.	NEX I MEETING DATE AND ADJOURNMENT — The next Regular Meeting will be on
	November 12, 2019, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425
	Main Street, Georgetown, California 95634.
amr	pliance with the Americans with Disabilities Act. if you are a disabled person and you

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 October 4, 2019.

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Steven Palmer, PE, General Manager	Date	



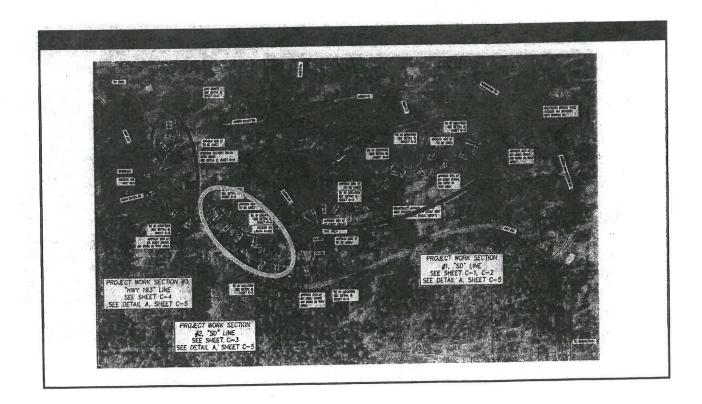
Project	1 .	7/40/00	71/0	100	_					
		Y19/20	FY20			FY21/22	FY22/2	3 FY23/24	TO	TAL 2019- 2024
Upcountry Ditch Rehabilitation		\$ 138,000	\$ 52	6,500		\$526,500			\$	1,191,000
ALT WTP	\$	1,257,938				-			\$	1,257,938
Reservoir & Stream Gauging	\$								\$	208,460
Office and Corp Yard Building Roof Repairs						-				30,000
Annual Tank Recoating	\$	230,000	\$ 261	1,050	\$	266,800	\$ 272,55	0 \$278,300	\$	1,308,700
Repair Safety Walkways	\$	10,000						-	S	10,000
Treated Water Line Replacement	\$	379,500			\$	396,750		\$ 412,850	\$	1,189,100
2018 Main Canal Reliability	\$	345,000						-	\$	345,000
North Fork American River Pumping Plant Evaluation		-	\$ 100,0	000				-	\$	100,000
Meter Replacement	\$1	,925,000		V			•		\$	1,925,000
Annual Canal Lining		// -	V	-	\$	100,000	\$ 100,000		\$	200,000
Old ALT WTP Demolition	\$	75,000		-			•		\$	75,000
Replace Pum Stations	\$	123,400			\$	128,385		\$ 133,572	\$	385,357
Rehabilitate District Parking Listing Install Backup	\$	1,325							\$	121,325
Generator	\$	22,000		-			••		\$	22,000
Rebuild Filter at Walton Lake Treatment Plant	\$	100,000					-,		\$	100,000
Engineering Evaluation of CDS Field	\$	48,500							\$	48,500
Manhole Sealing	\$	10,000							\$	10,000
Wastewater Lift Station Upgrade			\$ 120,0	000					\$	120,000
Total	\$5.0	009,123	\$1,007,5	50	Ć1 A	18,435	Ć 272 FF0	6.024.700	4.0	500 555
	45,0	,,,22	71,007,3	00	71,4	10,455	\$ 372,550	\$ 824,722	\$8,	632,380

VENDOR TOTALS ALT Treatment Plant CIP Project YTD 08.19

AT&T	2,092.77
Churchwell White	245.00
Foothill Associates	14,064.05
George Sanders	174,755.00
Gloria Omania - Blue Ribbon	25,587.80
	4,629.86
Misc. Material & Supply Vendors	9,652,757.17
Myers & Sons	790,763.50
Nexgen	365.48
NTU	315,178.00
Psomas	500.00
River City Rentals	3,770.00
Royal Septic Service	3,600.00
Sherry Gold Fence Claim	
Youngdahl Consulting	24,342.00
Total Paid YTD	\$ 11,012,650.63

MAIN CANAL RELIABILITY

Steven Palmer, General Manager Georgetown Divide Public Utility District October 8, 2019



Director Saunders
Director Report
-10/6/2019

Sept 18 - Finance Committee Meeting - Attended in my role as Treasurer and liaison to the Finance Committee and the GDPUD Board.

As part of implementing the 2018 water conservation legislation (<u>Assembly Bill 1668</u> and <u>Senate Bill 606</u>), the Department of Water Resources (DWR) is tasked with creating the guidelines, rules, and policy for the Bills. DWR has divided these tasks into different workgroups. I am on a few of these workgroups and attend as many of these as I can to help keep the needs and realities that face our District and Region represented in recommended guidelines, policies, and laws.

Sept 23 - Agricultural Water Management Plan Guidebook Workgroup Meeting (Sacramento)
Just as our District follows an Urban Water Management Plan, the goal is to develop a guide for the
Agricultural Water Management.

Reviewed the new AWMP requirements in Water Code and introduce guidance

- o Drought Plan
- Water Budget & Tables
- Water Use Efficiency Calculator & Tables
- Water Management Objectives
- Review Electronic Reporting in WUE data
- Review Compliance

Oct 1 - County Drought Advisory Group (CDAG) - Oct 1 (Sacramento)

- Present the final methodology for assessing drought vulnerability and identifying communities at risk of drought and water shortage and results.
- Present the draft recommendations (from the Water Shortage Contingency Plan Workgroup)
 for components to be included in an umbrella drought and water shortage contingency plan to
 cover rural communities (less than 15 service connections and self-supplied households).
- Present and discuss draft recommendations for components to be included in a drought and water shortage contingency plan for small water suppliers (3,000 down to 15 service connections).
- Present a summary of overarching recommendations proposed by stakeholders during the CDAG process related to implementing and improving drought and water shortage contingency planning for small water systems and rural communities.

Oct 3 - Sweet Water Treatment Plant Ribbon Cutting Ceremony

FUNDING

- Two projects in FY 20/21 & 21/22 have funding from Fund 39
- Upcountry Ditch Reliability (\$329,213)
 - •Fund 43
 - Pending Grant Application
- FY21/22 Treated Water Line Replacement (\$396,750)
 - •Fund 43

FUNDING

- Projected End of Fiscal Year Fund Balance
 - •Fund 39 Capital Facility Charge \$29,000
 - •Fund 43- Capital Reserves \$1,598,558



CONSENT CALENDAR ITEM 5.A.3.

REGULAR MEETING MINUTES

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

TUESDAY, NOVEMBER 12, 2019 2:00 P.M.

MISSION STATEMENT

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

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

Out of respect for the meeting and others in attendance, please turn off all cell phones or put in the silent mode.

Pursuant to the Government Code Section 54954.3 (The Brown Act), members of the public shall be afforded the opportunity to speak on any agenda item, provided they are first recognized by the presiding officer. The Board President will call for public comment on each agenda item. Those wishing to address the Board on a matter that is not on the agenda and within the jurisdictional authority of the District may do so during the Public Forum portion of the agenda. Please be aware of the following procedures for speaking during Public Forum or public comment sessions:

- 1. When called on to speak by the Board President, please approach and speak from the podium.
- 2. Comments are to be directed only to the Board.
- 3. The Board will not entertain outbursts from the audience.
- 4. There is a three-minute time limit per speaker.
- 5. The Board is not permitted to take action on items addressed under Public Forum.
- 6. Disruptive conduct shall not be permitted.
- 7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

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

The meeting was called to order at 2:00 P.M.

Directors present: Cynthia Garcia, David Halpin, Michael Saunders, David Souza, Dane Wadle.

Staff present: General Manger Steven Palmer, Operations Manager Darrell Creeks, Management Analyst Christina Cross, and Water Resource Manager Adam Brown.

Legal Counsel: Barbara Brenner, Churchwell White, LLP.

The Pledge of Allegiance was led by Director Halpin.

2. ADOPTION OF AGENDA

Roll Call vote was taken, and the vote was as follows:

Saunders: Aye
Garcia: Aye
Halpin: Aye
Souza: Aye
Wadle: Aye

The motion passed unanimously.

3. PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)

Carolyn O'Conner read a statement (Attachment 1) regarding septic systems during power outages.

4. PROCLAMATIONS AND PRESENTATIONS

- A. Ken Payne, General Manager from the El Dorado County agency introduced a presentation regarding the role of the water agency within the County and State, addressing the priorities and responsibilities the agency has. (Presentation Attached)
- 5. CONSENT CALENDAR Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

A. Approval of Minutes

- 1. Special Meeting of September 19, 2019
- 2. Regular Meeting of October 8, 2019
- 3. Special Meeting of October 28, 2019

B. Financial Reports

- 1. Statement of Cash Balances September 2019
- 2. Month-End Cash Disbursements Report September 2019

C. Designate the General Manager as Voting Delegate for the ACWA General Session Meeting on December 4, 2019

Director Wadle requested items 5.A.1 be pulled.

Director Saunders requested items 5.A.2 and 5.B.2 be pulled.

Motion by Director Garcia to adopt item 5.A.3., 5.B.1., and 5C Second by Director Halpin.

Roll Call vote was taken, and the vote was as follows:

Saunders: Aye Souza: Aye Garcia: Aye Halpin: Aye Wadle: Aye

The motion passed unanimously.

Regarding Item 5.A.1, Director Wadle requested that a specific public comment be added to the minutes.

Staff was directed to revise Item 5.A.1 for consideration at a future meeting.

Regarding Item 5.A.2, Director Saunders requested that the items on the consent calendar be identified by name versus item number. Director Saunders also asked that the minutes reflect that he thanked Gloria Omania for all her work on the Auburn Lake Trails Water Treatment Plant ribbon cutting ceremony.

Regarding Item 5.A.2, Director Garcia said there was a typo on page 3, regarding a date of an attachment.

Staff was directed to revise Item 5.A.2 for consideration at a future meeting.

Regarding Item 5.B.2, Director Saunders and Director Garcia requested information on technology update expenditures. Management Analyst Christina Cross explained the technology updates to the Board.

Public Comment:

Cherie Carlyon stated Stephen Dowd's name was spelled incorrectly in 5.A.2.

Motion by Director Saunders to adopt item 5.B.2. Second by Director Garcia.

Roll Call vote was taken, and the vote was as follows:

Halpin: Aye
Garcia: Aye
Saunders: Aye
Souza: Aye

Wadle: Ave

The motion carried unanimously.

INFORMATIONAL ITEMS

6. Board Reports

A. Director Saunders reported that he attended the following meetings, CAL LAFCO ON October 30. Mountain Counties Rural Water Association Symposium in Auburn on November 8.

Director Garcia reported that her and Director Saunders were holding their own Town Hall Meeting on November 23, 2019, and there would be a free Thanksgiving Feast from 1pm – 4pm.

Director Wadle reported that he attended CAL LAFCO on October 30, the Chamber of Commerce mixer last week, and Rotary dinner.

B. General Manager's Report

General Manager Palmer reported on the Mountain County Rural Water Association Symposium and summarized his written report. The General Manager responded to questions regarding the report from the Board.

Public Comment:

Cherie Carlyon commented on the procurement process for the office generator.

C. Operation Manager's Report

Operations Manager Darrell Creeks provided an oral summary of his written report.

Director Garcia had questions regarding the replacement of a water storage tank on Black Ridge Road.

Water Resources Manager Adam Brown provided an oral summary of the written wastewater report.

Public Comment:

Steve Miller had questions and comments about the generator.

D. ALT Treatment Plant Update

Engineering Consultant George Sanders gave a status report of work done at the ALT Plant.

Public Comment:

Cherie Carlyon had questions and comments about the claim filed by Myers and Sons.

E. Finance Committee Report

Finance Committee Chair Steve Miller reported that the draft minutes from the October meeting were previously distributed to the Board and the Committee. Cash balances from FY 2014 – FY 2019 were reviewed. Staff presented a Leakage Consideration Policy, and recommendations were made. The committee discussed ideas for District investments.

Finance Committee member Mitch MacDonald provided his report regarding investments. (Attachment 2 Included)

7. NEW BUSINESS

A. Approve a Professional Service Agreement for Gaging Improvements with Western Hydrologics, Water & Hydropower Consulting in the amount of \$189,343.

Possible Board Action: Approve Resolution

Water Resources Manager Adam Brown presented the staff report.

Director Saunders had questions about gaging in the irrigation system

Director Halpin had questions about the State regulations.

Director Wadle asked about CEQA action.

Director Garcia inquired regarding telemetry.

Director Saunders, Director Garcia, and Director Wadle discussed the impact on the adopted budget and capital improvement plan.

Public Comments:

None were provided

Motion by Director Halpin to adopt staff recommendation for item 7.A. Second by Director Souza.

Roll Call vote was taken, and the vote was as follows:

Halpin:

Aye

Garcia:

Ave

Saunders: Aye

7,50

Souza:

Ave

Wadle:

Ave

The motion carried unanimously.

B. Consider Adoption of Updated Leakage Consideration Policy

Possible Board Action: Adopt Resolution.

Management Analyst Christina Cross presented the staff report.

Public Comment:

Cherie Carlyon commented on the differences between 2018 and 2019, and about public outreach.

Karen Bartholomew commented regarding a previous leakage consideration she experienced.

The Board discussed different options regarding the Leakage Consideration Policy and received clarification from staff.

Motion by Director Garcia to adopt a revised leakage consideration policy with a 60% leakage credit, no cap on the amount, and allowing one leakage consideration every three years. Second by Director Halpin.

Roll Call vote was taken, and the vote was as follows:

Halpin: Aye Garcia: Aye Saunders: Aye Souza: Aye Wadle: Aye

The motion carried unanimously.

C. Review and Provide Direction on Request for Proposals for Communication / Outreach

Possible Board Action: Review and provide direction

General Manager Palmer presented the staff report and requested direction from the Board in order to advertise.

The Board discussed the item and directed the General Manager to make revisions and advertise the request for proposals.

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

Director Garcia submitted a document of a list of items she would like added to the December agenda.

Director Saunders requested a thank you letter be generated by Staff to El Dorado Irrigation District for loaning a generator to GDPUD.

Director Halpin motioned to adjourn the meeting. Director Souza seconded.

Meeting adjourned at 1710 HRS

December 10, 2019, at 2:00 P.M. at the Geo Main Street, Georgetown, California 95634.	gotow	ii bivia	e Fublic	Utility	DISTRICT, 642
Steven Palmer, PE, General Manager	Date	е			

Finance Committee Recommendation to the GDPUD Board of Directors Regarding Investments

Following the *District's Reserve Investment Policy Guidelines* the Finance Committee recommends that the District act promptly, decisively, and without delay to take a proactive approach, to seek, research, invest, and lock in the highest investment rates of return available in the marketplace for the reserve funds. This urgency is based on an unexpected change in Federal Reserve Policy that switched from a hawkish to a dovish stance lowering short-term interest rates three times since spring. The FOMC (Federal Open Market Committee), which is the policymaking arm of the Federal Reserve, cut the federal funds rate by 0.75 % to a target range of 1.50% to 1.75%. This equates to the district receiving, in its current Local Agency Investment Fund (LAIF), \$67,000 less in revenue next year vs. this past year down to \$140,000 from \$207,000 on approximately \$9,000,000 in total reserve assets.

Indications are that the FOMC has paused to evaluate the economic data before making further near term adjustments facilitating an opportunity for the district to take this brief window to adjust its portfolio and to lock in rates. Keep in mind that we are in the later stages of the longest economic expansion in history and long overdue for a change in the business cycle. When the stock market forecasts a recession, defined as two consecutive quarters of negative GDP (Gross Domestic Product), it leads the economy downward 6-9 months prior to the official declaration. Concurrently the bond market pushes long-term interest rates lower and the Fed resumes lowering short-term rates back towards 0%, where they were between 2010-2017. The Fed's action avoids an inverted yield curve and diminishes the negative consequences of a recession.

Keep in mind that some of the largest economies in the world such as Japan and Europe now have negative interest rates of .25-.5 %. If interest rates return to where they were in 2017 the district will lose another \$100,000 of annual revenue drawing our income down further from \$140,000 to approximately \$40,000. That's a total reduction of \$167,000 annually. In light of this we believe that the district should act quickly, with a sense of urgency, to lock in current medium to longer-term interest rate CD's (Certificates of Deposit) with a substantial portion of the reserve funds before interest rates head into the final leg downward.

The primary objective of the administration of a CD portfolio would necessarily be safety and preservation of capital. A key priority is to optimize income through balancing tiered or laddered maturity dates of varying rates to achieve the maximum overall rate of return while facilitating liquidity to cover all budgetary contingencies. A final objective is to guarantee, as best as possible, a minimum predictable investment income with the revenue earned to aid in calculating and

	QUESTIONS REGARDING MANAGEMENT OF SEPTIC SYSTEM DURING POWER OUTAGES:
/	WHAT KIND OF SYSTEM DO 1 + LAVE, GRAVITY OR PUMP?
2.	ARE WE SUPPOSED TO MANUALY SET PUMP TO "MANUAL" IN THE BOX BEFORE OUTAGE?
3 -	WHEN THE POWER CAME BACK ON ALARMS WERE SOUNDED AND SOME PEOPLE DIDN'T KNOW WHERE THE BOX WAS.
4.	WHU WAS SOMEONE'S TRNKI!
5.	HOW DO WE KNOW THE LEVEL IN THE TANK? DO WE NEED TO CONSERVE THE AMOUNT OF WATER GOING DOWN THE DEAINS?
	SUBMITTED BY CAROLUN LOOMIS 11/12/19 RECEIVED NOV 12 2019 GEORGETOWN DIVIDE PUD

•

Director Saunders Director Report 10/6/2019

Oct 30 to Nov 1 - CALAFCO Annual Conference - (Sacramento)

Attended in my role as Special District Commissioner to El Dorado LAFCO (Local Agency Formation Commission).

What is LAFCO?

LAFCo is a countywide commission, required in each California county

Our Goals

- Ensure the orderly formation of local governmental agencies
- Preserve agricultural and open space lands
- Discourage sprawl

We Govern:

- Boundary changes (annexations) of cities and special districts
- Formation of new agencies
- Incorporation of new cities and districts
- Consolidation or reorganization of special districts and or cities
- Municipal Service Reviews
- Spheres of Influence Updates

Our Regional meeting concerns dealt with Wildfires, Fire Insurance, Fire Districts, and Public Safety Power Shutoffs. One of the constant themes was the growing need for our resource of water and the upcoming legislation dealing with the Water Conservation Bills and the Governor's Water Portfolio.

Nov 8 - MCWRA Water Symposium (Auburn)

A look into the future for California's watersheds and Water Conservation Legislation framework.

Legislation updates were provided by representatives from the Department of Water Resource and the State Water Resources Control Board - who are working on the guidelines and regulations that will be given to the legislators in January

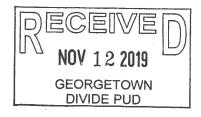
Leakage Revenue Returned						
Current 70% 50%						
No Cap	\$43.2 k	\$33.8 k	\$24.1 k			
\$500	\$14.4 k	\$12.6 k	\$10.5 k			
1000	\$19.8 k	\$17.0 k	\$13.2 k			
2000	\$24.1 k	\$19.9 k	\$15.4 k			

Thomas Crawford

To be included as part of the permanent records for the Georgetown Divide Public Utilities District Board of Directors November 12, 2019 meeting. I'd like the items listed below to be added to the December 10, 2019 BOD meeting agenda for discussion by the Board members.

Nov 12, 2019 - Add to Dec 10, 2019 BOD meeting agenda

- **Election of BOD Officers** Assign new Board of Director's Officers for President, Vice President, and Treasurer positions.
- Finance Committee Activities BOD's governance discussion of the Board's purpose and activities of the Board's Finance Committee. And, adding and removing volunteers; roles and responsibilities; revising the current resolution; and developing an appointment process.
- Water Rates Freeze or Increase BOD governance discussion of the Board's Feb 2019 decision
 to freeze rates for not more than 12 months, next steps, and directions to the GM regarding
 2020 rates.
- Emergency Preparedness and Response Plans Discuss developing coordinated emergency
 efforts with other first responding agencies, and discuss sharing GDPUD's facility plans and
 resource locations for use in emergencies. And discuss the Social Media Policy with regard to
 emergencies.
- Emergency Notification System Discuss acquiring a notification system that provides an open communication forum that connect public safety, other municipalities, schools, businesses and our communities we serve through real-time, two-way communication using text, email, voice messages, social media, and a mobile app.
- Policy Development and Review Process BOD governance discussion of the Board's purpose, responsibility, and goals in directing policy development.
- Irrigation Ordinance findings from multiple workshops; addressing customer concerns; irrigation ordinance revisions; and next steps in developing final irrigation ordinance.
- **Inactive Meter Policy** evaluating customer needs and costs; district's costs; and next steps in developing a draft inactive meter policy for the Board of Director's review.
- Revision of Board Policies 4040 Duties of Board President and 5020 Board Meeting Agenda. These policies do not guarantee that a Board member's request to add agenda items will be honored therefore, Board Member's discussion should include:
 - A. Amending policies to add instructions for adding Board member's requested items to the agenda. (Follow policy 1010 Adoption/Amendment of Polices, and write a letter to the BOD Chair & GM by way of the District Office, and requesting that this item be included for consideration on the agenda of the meeting of the Board of Directors.)
 - B. Where is it stated in any written policy that the Board of Directors as a whole must agree on which agenda topic(s) is/are added to a meeting agenda for discussion?
 - C. Where is it stated in any written policy that an individual board member cannot recommend or have an agenda topic added to a board meeting agenda for discussion?





CONSENT CALENDAR ITEM 5.B.1.

AGENDA ITEM 5.B.2 Month End Cash Disbursements Report

Date...: Dec 4, 2019 Georgetown Divide PUD
Time...: 7:45 am BOARD CHECK REVIEW List: BOAR
Run by.: Hannah Schnetz ID #: PYDMPH

Run by.: Hannah Schne	etz	1	D W. FIDNEN
Check# Check Date Ven	nd# Vendor Name	Description	Check Amount
030480 11/20/19 ACW 030480 11/20/19 ACW	WOS ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS DECEMBER 2019 RETIREE HEALTH INSURANCE PREMIUMS DECEMBER 2019	2682.96 6465.74 6815.15 10544.09 2355.18 9334.29 2109.41 223.05 1425.43 4680.60
Sub-Total: (1) Sub-Count: 10			46635.90
030481 11/20/19 ADT	T01 ADT SECURITY SERVICES	SECURITY SERVICE 11/20/19-12/19/19 8180 BALDERSTOR	44.48
Sub-Total:(1) Sub-Count: 1			44.48
030482 11/20/19 ADT	TO1 ADT SECURITY SERVICES	SECURITY SERVICE 11/21/19-12/20/19 6425 MAIN ST	169.08
Sub-Total:(1) Sub-Count: 1			169.08
030483 11/20/19 AFI	LO1 AMERICAN FAMILY LIFE INS	Insurance - H&L	1495.68
Sub-Total: (1) Sub-Count: 1			1495.68
030484 11/20/19 ALI 030484 11/20/19 ALI 030484 11/20/19 ALI 030484 11/20/19 ALI 030484 11/20/19 ALI 030484 11/20/19 ALI 030484 11/20/19 ALI	LO1 ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	282.35 27.74 27.75 27.75 51.21 376.42 376.42
Sub-Total: (1) Sub-Count: 7			1169.64
030485 11/20/19 AMI	E08 AMERICAN MESSAGING	PAGECOPY USAGE 10/25/19	8.04
Sub-Total: (1) Sub-Count: 1			8.04
030486 11/20/19 AMS 030486 11/20/19 AMS 030486 11/20/19 AMS	SO1 A-APPLIED MAILING SERVICE, INC SO1 A-APPLIED MAILING SERVICE, INC SO1 A-APPLIED MAILING SERVICE, INC	BILLING: FOLDING, STUFFING, SEALING ENVELOPES BILLING: FOLDING, STUFFING, SEALING ENVELOPES BILLING: FOLDING, STUFFING, SEALING ENVELOPES	260.10 52.02 34.68
Sub-Total: (1) Sub-Count: 3			346.80
030487 11/20/19 ANI 030487 11/20/19 ANI	D01 ANDERSON'S SIERRA PIPE CO	Misc. pipe & tools for up country/ditch/dist/zone Misc. pipe & tools for up country/ditch/dist/zone	60.34 68.88
Sub-Total: (1) Sub-Count: 2			129.22
030488 11/20/19 ARI 030488 11/20/19 ARI 030488 11/20/19 ARI	AAO1 ARAMARK AAO1 ARAMARK AAO1 ARAMARK AAO1 ARAMARK AAO1 ARAMARK AAO1 ARAMARK	WEEKLY SERVICE: UNIFORMS/RESTROOM/FIRST AID SUPPL WEEKLY SERVICE: UNIFORMS/RESTROOM/FIRST AID SUPPL	7 9.27 7 19.88 7 7.95 7 25.18 8 66.26 7 3.98
Sub-Total:(1) Sub-Count: 6			132.52
030489 11/20/19 BE	NO4 BENNETT ENGINEERING SERVICES	Professional Services Agreement: November 13, 201	2165.00
Sub-Total:(1) Sub-Count: 1			2165.00
030490 11/20/19 BO	DE02 CA. DEPT. OF TAX & FEE ADMINIS	WATER RIGHTS FEE 7/01/19-6/30/20 WR STF 094-00128 WATER RIGHTS FEE 7/01/19-6/30/20 WR STF 094-01144 WATER RIGHTS FEE 7/1/19-06/30/20 WR STF 094-00516 WATER RIGHTS FEE 7/01/19-6/30/20 WR STF 094-00493	3 1304.47 8 2030.08 3 1999.15
Sub-Total:(1) Sub-Count: 4			11952.42

Georgetown Divide PUD BOARD CHECK REVIEW

Page: 2 List: BOAR ID #: PYDMPH Date...: Dec 4, 2019 Time...: 7:45 am Run by.: Hannah Schnetz Check# Check Date Vend# Vendor Name Description Check Amount

	VCHAH VCHACI NAME		
030491 11/20/19 030491 11/20/19 030491 11/20/19 030491 11/20/19	BRO05 BROWN, ADAM BRO05 BROWN, ADAM BRO05 BROWN, ADAM BRO05 BROWN, ADAM	MILEAGE REIMB PER MOU 10/8, 10/9, 10/15, 10/16 MILEAGE REIMB PER MOU 10/8, 10/9, 10/15, 10/16 MILEAGE REIMB PER MOU 10/8, 10/9, 10/15, 10/16 MILEAGE REIMB PER MOU 10/8, 10/9, 10/15, 10/16	19.72 20.65 48.26 14.15
Sub-Total: (1) Sub-Count: 4			102.78
030492 11/20/19	CAG01 CAGGIANO GENERAL ENGINEERING,	Construction Services Agreement signed 09/11/19	163149.20
Sub-Total: (1) Sub-Count: 1			163149.20
030493 11/20/19 030493 11/20/19 030493 11/20/19	CHU02 CHURCHWELL WHITE, LLP		1274.32 35.00 9354.50 87.50 21705.56
Sub-Total: (1) Sub-Count: 5			32456.88
	CLS01 CLS LABS	BLACK RIDGE TANK SPECIAL STATION 16 INFLUENT BLACK RIDGE TANK ROUTINE DIST. SYST. BACTERIA MONTHLY RAW WATER BACTERIA	14.70 24.50 14.70 44.10 78.40
Sub-Total:(1) Sub-Count: 5			176.40
030495 11/20/19 030495 11/20/19	DELOS DELAGE LANDEN, INC DELOS DELAGE LANDEN, INC	KONICA COPIER CONTRACT 12/01-12/31/19 FORMAX FOLDING MACHINE 12/01-12/31/19	228.20 185.65
Sub-Total: (1) Sub-Count: 2			413.85
030496 11/20/19 030496 11/20/19 030496 11/20/19	ELD16 EL DORADO DISPOSAL SERVICE ELD16 EL DORADO DISPOSAL SERVICE ELD16 EL DORADO DISPOSAL SERVICE	Utilities-GARBAGE 6425 MAIN ST 10/01-10/31/19 Utilities-GARBAGE 3650 SWEETWATER TR 10/1-10/31/19 Utilities-GARBAGE 8180 BALDERSTON 10/01-10/31/19	120.26 120.26 120.26
Sub-Total: (1) Sub-Count: 3			360.78
030497 11/20/19	FED01 FED EX	PRIORITY OVERNIGHT SHIPPING: BIOVIR LABS	58.30
Sub-Total: (1) Sub-Count: 1			58.30
030498 11/20/19	FER01 FERRELLGAS	Utilities-PROPANE ALT WTP	640.66
Sub-Total: (1) Sub-Count: 1			640.66
030499 11/20/19	GARO2 GARDEN VALLEY FEED & HDW.	Misc. materials & supplies for treated & raw water	
Sub-Total: (1) Sub-Count: 1			30.02
	GEO01 GEORGETOWN ACE HDW GEO01 GEORGETOWN ACE HDW GEO01 GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water	51.22 21.44 5.35
Sub-Total: (1) Sub-Count: 3			78.01
030501 11/20/19 030501 11/20/19 030501 11/20/19 030501 11/20/19	GE003 CASH GE003 CASH GE003 CASH GE003 CASH	OVER/UNDER FRONT DESK POSTAGE FOR BOSCO PROJECT #924 SAC PARKING FEE FOR ALT WTP PROJECT POSTAGE FOR BOSCO PROJECT #924	131.00 10.50 24.00 9.45
Sub-Total: (1) Sub-Count: 4			174.95
030502 11/20/19 030502 11/20/19 030502 11/20/19 030502 11/20/19 030502 11/20/19 030502 11/20/19 030502 11/20/19	GE004 DIVIDE SUPPLY ACE HARDWARE	Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water Misc. materials & supplies for treated & raw water	20.44 52.97 19.31 19.47 4.28 45.66 8.14

 Date...:
 Dec 4, 2019
 Georgetown Divide PUD
 Page: 3

 Time...:
 7:45 am
 BOARD CHECK REVIEW
 List: BOAR

 Run by.:
 Hannah Schnetz
 ID #: PYDMPH

Run by.: Hannah S	Schnetz		ID #: PYDMPH
	e Vend# Vendor Name	Description	Check Amount
030502 11/20/19 030502 11/20/19	GEO04 DIVIDE SUPPLY ACE HARDWARE GEO04 DIVIDE SUPPLY ACE HARDWARE	Misc. materials & supplies for treated & raw wate Misc. materials & supplies for treated & raw wate	er .79 er 61.26
Sub-Total:(1) Sub-Count: 9			232.32
030503 11/20/19	GEO12 GEORGE SANDERS	PROFESSIONAL SERVICES AGREEMENT: GEORGE SANDERS	6177.40
Sub-Total: (1) Sub-Count: 1			6177.40
030504 11/20/19	GEO15 GEOCON CONSULTANTS INC	Professional Services Agreement signed on 09/26/1	.9 472.50
Sub-Total: (1) Sub-Count: 1			472.50
030505 11/20/19	HER02 HERCULES INDUSTRIES, INC.	PO#018116: LOCKS & KEYS FOR DISTRIBUTION	540.38
Sub-Total:(1) Sub-Count: 1			540.38
030506 11/20/19	ICM02 ICMA-R.T457 (ee)	Payroll withholding-ICMA	1631.08
Sub-Total: (1) Sub-Count: 1			1631.08
030507 11/20/19 030507 11/20/19	IEH01 IEH-BIOVIR LABORATORIES IEH01 IEH-BIOVIR LABORATORIES	DATE:8/29/19 CRYPTO SAMPLES LAKE WALTON, ALT RAW DATE:09/12/19 CRYPTO SAMPLES ALT RAW, LAKE WALTON DATE:10/02/19 CRYPTO SAMPLES LAKE WALTON, ALT RAW DATE:10/15/19 CRYPTO SAMPLES ALT RAW, LAKE WALTON	723.84 1 1515.53
030507 11/20/19 030507 11/20/19	IEH01 IEH-BIOVIR LABORATORIES IEH01 IEH-BIOVIR LABORATORIES IEH01 IEH-BIOVIR LABORATORIES	DATE:10/02/19 CRYPTO SAMPLES LAKE WALTON, ALT RAW DATE:10/15/19 CRYPTO SAMPLES ALT RAW, LAKE WALTON	709.30 709.30
Sub-Total: (1) Sub-Count: 4			3657.97
030508 11/20/19	IUO01 IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	360.19
Sub-Total: (1) Sub-Count: 1			360.19
030509 11/20/19	IUO02 PEU LOCAL #1	UNION DUES-LOCAL 1	248.35
Sub-Total: (1) Sub-Count: 1			248.35
030510 11/20/19 030510 11/20/19	MJT01 MJT ENTERPRISES, INC.	CATHERINE G. 10/14/19-10/20/19 KELLY M. 10/14/19-10/20/19	863.11 78.40
030510 11/20/19 030510 11/20/19	MJT01 MJT ENTERPRISES, INC. MJT01 MJT ENTERPRISES, INC.	KELLY M. 10/14/19-10/20/19 GLORIA O. 10/14/19-10/20/19	539.00 646.80
030510 11/20/19 030510 11/20/19	MJT01 MJT ENTERPRISES, INC. MJT01 MJT ENTERPRISES, INC.	GLORIA O. 10/14/19-10/20/19 KELLY M. 10/21/19-10/27/19	78.40 460.60
030510 11/20/19 030510 11/20/19	MJT01 MJT ENTERPRISES, INC.	GLORIA O. 10/21/19-10/27/19 NICOLE G. 10/28/19-11/03/19	254.80 76.96
030510 11/20/19	MJT01 MJT ENTERPRISES, INC.	NICOLE G. 10/28/19-11/03/19	802.64 392.00
030510 11/20/19 030510 11/20/19	MJT01 MJT ENTERPRISES, INC.	GLORIA O. 10/28/19-11/03/19	411.60
Sub-Total: (1) Sub-Count: 11			4604.31
030511 11/20/19	MYE01 Myers and Sons	CONTRACTOR'S APPLICATION #31 PERIOD:9/1-9/30/19	72200.00
Sub-Total: (1) Sub-Count: 1			72200.00
030512 11/20/19 030512 11/20/19	NEXOO NEXGEN NEXOO NEXGEN	Professional Services Agreement begun on 05/01/17 Professional Services Agreement begun on 05/01/17	
Sub-Total: (1) Sub-Count: 2			29920.00
030513 11/20/19	NEXOO NEXGEN	Professional Services Agreement begun on 05/01/17	43270.00
Sub-Total: (1) Sub-Count: 1			43270.00
030514 11/20/19 030514 11/20/19	PAC06 PACE SUPPLY 23714-00 PAC06 PACE SUPPLY 23714-00	Misc. Materials & Supplies for Distribution Misc. Materials & Supplies for Distribution	474.27 762.26
Sub-Total: (1) Sub-Count: 2			1236.53

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Check# Check Date	Vend# Vendor Name	Description	Check Amount
030515 11/20/19	PAC08 PACIFIC MATERIAL HANDLING	PO#018077:FORKLIFT & DRUM HANDLER 4WTP-CAPITAL ACQ	27309.90
Sub-Total:(1) Sub-Count: 1			27309.90
030516 11/20/19	PUL01 PULFER, JEFF	PANTS REIMB 2019 CALENDAR YEAR PER MOU	71.37
Sub-Total:(1) Sub-Count: 1			71.37
030517 11/20/19 030517 11/20/19 030517 11/20/19 030517 11/20/19 030517 11/20/19	RIE01 RIEBES AUTO PARTS,LLC RIE01 RIEBES AUTO PARTS,LLC RIE01 RIEBES AUTO PARTS,LLC RIE01 RIEBES AUTO PARTS,LLC RIE01 RIEBES AUTO PARTS,LLC	Misc. vehicle maintenance materials and supplies	97.54 97.54 38.29 38.30 38.30
Sub-Total:(1) Sub-Count: 5			309.97
030518 11/20/19	ROB01 DON ROBINSON	CUTBACK FOR DISTRIBUTION 3.09 TON	430.82
Sub-Total:(1) Sub-Count: 1			430.82
030519 11/20/19 030519 11/20/19 030519 11/20/19 030519 11/20/19 030519 11/20/19 030519 11/20/19	ROB02 ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION WATER TREATMENT FUEL USAGE ALLOCATION T & D TREATED WTR FUEL USAGE ALLOCATION ZONE FUEL USAGE ALLOCATION UPCOUNTRY FUEL USAGE ALLOCATION ADMIN. FUEL USAGE ALLOCATION	936.39 728.04 1501.25 418.69 611.37 .00
Sub-Total:(1) Sub-Count: 6			4195.74
030520 11/20/19 030520 11/20/19 030520 11/20/19	SOU01 DAVE SOUZA SOU01 DAVE SOUZA SOU01 DAVE SOUZA	REIMB FOR ACWA REGION 4 PROGRAM 09/17/19 REIMB FOR ACWA REGION 3 PROGRAM 10/03/19 REIMB FOR ACWA REGION MCWRA SYMPOSIUM 11/08/19	165.55 94.88 84.00
Sub-Total:(1) Sub-Count: 3			344.43
030521 11/20/19 030521 11/20/19 030521 11/20/19	SWR01 SWRCB ACCOUNTING OFFICE SWR01 SWRCB ACCOUNTING OFFICE SWR01 SWRCB ACCOUNTING OFFICE	FACILTY ID:5A091007001 ANNUAL PERMIT FEE 7/19-6/20 FACILITY ID:5SS010869 ANNUAL PERMIT FEE 7/19-6/20 FACILITY ID:4DW0232 ANNUAL PERMIT FEE 07/19-6/2020	18767.00 2625.00 624.00
Sub-Total: (1) Sub-Count: 3			22016.00
030522 11/20/19 030522 11/20/19	THA01 THATCHER COMPANY OF CALIFO	ORNIA SODA ASH, CHLORINE & DEPOSIT REFUNDS FOR WTP ORNIA SODA ASH, CHLORINE & DEPOSIT REFUNDS FOR WTP	3709.21 -480.00
Sub-Total:(1) Sub-Count: 2			3229.21
030523 11/20/19	VER01 VERIZON WIRELESS	Utilities-DATA FOR CDS STATION 16 10/07-11/06/19	39.02
Sub-Total:(1) Sub-Count: 1			39.02
030524 11/20/19	\B008	MQ CUSTOMER REFUND FOR	96.02
Sub-Total: (1) Sub-Count: 1			96.02
030525 11/20/19	\E002	MQ CUSTOMER REFUND FOR	5.00
Sub-Total:(1) Sub-Count: 1			5.00
030526 11/20/19	/N003	MQ CUSTOMER REFUND FOR	280.34
Sub-Total:(1) Sub-Count: 1			280.34
030527 11/25/19 030527 11/25/19	MYE01 Myers and Sons MYE01 Myers and Sons	SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT	300000.00 100000.00
Sub-Total:(1) Sub-Count: 2			400000.00

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Check# Check Date	Vend# Vendor Name	Description	Check Amount
030528 12/04/19	AAR01 AARP MEDICARERX SAVER PLUS, PD	AARP MEDICARE DECEMBER 2019	33.10
Sub-Total:(1) Sub-Count: 1			33.10
030529 12/04/19 030529 12/04/19 030529 12/04/19 030529 12/04/19 030529 12/04/19 030529 12/04/19	ALLO1 ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	11.25 81.96 210.00 6.16 6.17 6.17
Sub-Total:(1) Sub-Count: 6			321.71
030530 12/04/19	AMEO8 AMERICAN MESSAGING	MSGNG SVCS 12/1/19-2/29/20 PAGECOPY USAGE 11/22/19	39.07
Sub-Total:(1) Sub-Count: 1			39.07
030531 12/04/19	ANS01 ANSWERING SPECIALISTS INC	NOVEMBER 2019 ANSWERING SERVICE	79.95
Sub-Total:(1) Sub-Count: 1			79.95
030532 12/04/19 030532 12/04/19 030532 12/04/19 030532 12/04/19 030532 12/04/19 030532 12/04/19	ARAO1 ARAMARK ARAO1 ARAMARK ARAO1 ARAMARK ARAO1 ARAMARK ARAO1 ARAMARK ARAO1 ARAMARK	WEEKLY SERVICE: UNIFORMS/RESTROOM/FIRST AID SUPPLY	7.94 17.03 6.81 21.57 56.76
Sub-Total:(1) Sub-Count: 6			113.52
030533 12/04/19 030533 12/04/19 030533 12/04/19 030533 12/04/19 030533 12/04/19 030533 12/04/19	ATTO2 AT&T	Utilities-PHONE 530-333-9442 243 7 11/14-12/13/19 Utilities-PHONE 530-333-1119 106 5 11/14-12/13/19 Utilities-PHONE 530-885-6287 473 6 11/14-12/13/19 Utilities-PHONE 234-343-7252 777 4 11/14-12/13/19 Utilities-PHONE 234-371-7957 823 9 11/14-12/13/19 Utilities-PHONE 530-885-6280 409 7 11/14-12/13/19	6/.0/
Sub-Total:(1) Sub-Count: 6			1172.44
030534 12/04/19	BEA01 BUTTE EQUIPMENT RENTALS	ROCK FOR DISTRIBUTION	390.00
Sub-Total:(1) Sub-Count: 1			390.00
030535 12/04/19 030535 12/04/19 030535 12/04/19 030535 12/04/19	BLU01 ANTHEM BLUE CROSS BLU01 ANTHEM BLUE CROSS BLU01 ANTHEM BLUE CROSS BLU01 ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE 12/01-12/31/19 PREPAID HEALTH INSURANCE 12/01-12/31/19 PREPAID HEALTH INSURANCE 12/1-12/31/19 PREPAID HEALTH INSURANCE 12/01-12/31/19	326.10 256.65 326.10
Sub-Total:(1) Sub-Count: 4			1234.95
030536 12/04/19	BLU01 ANTHEM BLUE CROSS	PREPAID HEALTH INSURNCE 12/1/19-2/29/20	651.21
Sub-Total:(1) Sub-Count: 1			651.21
030537 12/04/19	BLU06 BLUE SHIELD OF CALIFORNIA	PREPAID HEALTH INSURANCE 12/1/19-02/29/20	660.00
Sub-Total: (1) Sub-Count: 1			660.00
030538 12/04/19	CAL16 CALTRONICS BUSINESS SYSTEMS CO) KONICA COPIER CONTRACT 10/14/19-11/13/19	614.58
Sub-Total: (1) Sub-Count: 1			614.58
030539 12/04/19	CAR08 CSI	MONTHLY SERVICE FEE DECEMBER 2019	59.00
Sub-Total: (1) Sub-Count: 1			59.00
030540 12/04/19	CEI01 CEIRANTE, MARTIN	PANTS REIMB 2019 CALENDAR YEAR PER MOU	100.00
Sub-Total: (1)			100.00

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	e Vend# Vendor Name	Description	Check Amount
Sub-Count: 1			
030541 12/04/19	CLS01 CLS LABS CLS01 CLS LABS CLS01 CLS LABS	ROUTINE DIST. SYST. BACTERIA ROUTINE DIST. SYST. BACTERIA ROUTINE DIST. SYST. BACTERIA	44.10 44.10 44.10
	CHSUI CHS HABS	ROUTING DIST. SIST. BACTERIA	
Sub-Total: (1) Sub-Count: 3			132.30
030542 12/04/19	CWS01 CORBIN WILLITS SYS. INC.	MONTHLY CHARGE FOR DECEMBER 2019	584.66
Sub-Total:(1) Sub-Count: 1			584.66
030543 12/04/19 030543 12/04/19 030543 12/04/19	DIV05 PLACERVILLE AUTO PARTS, INC	Misc. vehicle maintenance materials and supplies Misc. vehicle maintenance materials and supplies Misc. vehicle maintenance materials and supplies	76.25 76.25 76.25
Sub-Total: (1) Sub-Count: 3			228.75
030544 12/04/19	ECO01 ECORP CONSULTING, INC.	PROJECT 2016-186 PROF SVCS FROM 10/01/19-10/31/19	
Sub-Total:(1) Sub-Count: 1			1959.11
030545 12/04/19 030545 12/04/19 030545 12/04/19		Utilities-GARBAGE 6425 MAIN ST 11/01-11/30/19 Utilities-GARBAGE 3650 SWEETWATER TR 11/1-11/30/1 Utilities-GARBAGE 8180 BALDERSTON 11/01-11/30/19	9 120.26 120.26 120.26
Sub-Total:(1) Sub-Count: 3			360.78
030546 12/04/19	FED01 FED EX	PRIORITY OVERNIGHT SHIPPING: BIOVIR LABS	46.19
Sub-Total:(1) Sub-Count: 1			46.19
030547 12/04/19	FER01 FERRELLGAS	Utilities-PROPANE ALT WTP	406.38
Sub-Total:(1) Sub-Count: 1			406.38
030548 12/04/19	GAR02 GARDEN VALLEY FEED & HDW.	Misc. materials & supplies for treated & raw wate	r 22.51
Sub-Total:(1) Sub-Count: 1			22.51
030549 12/04/19 030549 12/04/19	GEO01 GEORGETOWN ACE HDW GEO01 GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw wate Misc. materials & supplies for treated & raw wate	r 55.74 r 11.79
Sub-Total: (1) Sub-Count: 2			67.53
030550 12/04/19 030550 12/04/19 030550 12/04/19 030550 12/04/19 030550 12/04/19	GEO04 DIVIDE SUPPLY ACE HARDWARE GEO04 DIVIDE SUPPLY ACE HARDWARE	Misc. materials & supplies for treated & raw wate Misc. materials & supplies for treated & raw wate	r 16.71 r 47.38 r 9.64 r 9.65 r 9.65
Sub-Total: (1) Sub-Count: 5	X.		93.03
030551 12/04/19	GEO12 GEORGE SANDERS	PROFESSIONAL SERVICES AGREEMENT: GEORGE SANDERS	
Sub-Total:(1) Sub-Count: 1			2859.30
030552 12/04/19	GEO15 GEOCON CONSULTANTS INC	Professional Services Agreement signed on 09/26/1	9 532.50
Sub-Total: (1) Sub-Count: 1			532.50
030553 12/04/19	GRA01 GRAINGER, INC.	Misc. pipe and fittings for irrigation, dist. zon	
Sub-Total:(1) Sub-Count: 1			47.86
030554 12/04/19	HARO3 HARRIS INDUSTRIAL GASES	Gas, leases, welding, materials and supplies for	37.52

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		Gas, leases, welding, materials and supplies for Gas, leases, welding, materials and supplies for	37.52 37.53
Sub-Total:(1) Sub-Count: 3			112.57
030555 12/04/19	ICM02 ICMA-R.T457 (ee)	Payroll withholding-ICMA	1631.08
Sub-Total:(1) Sub-Count: 1			1631.08
030556 12/04/19	INTO5 INTERWEST CONSULTING GROUP	PROFESSIONAL SERVICES FOR 10/01-10/31/19	367.50
Sub-Total:(1) Sub-Count: 1			367.50
030557 12/04/19	IUO01 IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	360.19
Sub-Total:(1) Sub-Count: 1			360.19
030558 12/04/19	IU002 PEU LOCAL #1	UNION DUES-LOCAL 1	240.07
Sub-Total: (1) Sub-Count: 1			240.07
030559 12/04/19	KLA02 CHRISTIAN KLAHN	CLASS A APPLICATION REIMB FOR D2 CERTIFICATION	78.00
Sub-Total:(1) Sub-Count: 1			78.00
030560 12/04/19	MAT01 MATHIS LAND SURVEYING	SURVEY & REPORT ON STUMPY MEADOWS	3750.00
Sub-Total: (1) Sub-Count: 1			3750.00
030561 12/04/19 030561 12/04/19 030561 12/04/19 030561 12/04/19 030561 12/04/19 030561 12/04/19 030561 12/04/19	MEDO1 MEDICAL EYE SERVICES	VISION INSURANCE DECEMBER 2019	21.86 49.97 18.74 49.98 37.48 192.98 18.74
Sub-Total: (1) Sub-Count: 7			389.75
030562 12/04/19 030562 12/04/19 030562 12/04/19 030562 12/04/19 030562 12/04/19 030562 12/04/19 030562 12/04/19 030562 12/04/19	MJT01 MJT ENTERPRISES, INC.	NICOLE G. 11/04/19-11/10/19 KELLY M. 11/04/19-11/10/19 NICOLE G. 11/11/19-11/17/19 KELLY M. 11/11/19-11/17/19 KELLY M. 11/11/19-11/17/19 GLORIA O. 11/18/19-11/24/19 NICOLE G. 11/18/19-11/24/19 KELLY M. 11/18/19-11/24/19	879.60 842.80 571.74 519.40 176.40 548.80 725.67
Sub-Total: (1) Sub-Count: 8			4891.61
030563 12/04/19	MOB01 MOBILE MINI, LLC-CA	STORAGE RENTAL 11/27/19-12/24/19	211.21
Sub-Total: (1) Sub-Count: 1			211.21
030564 12/04/19	MURO4 MURCHIE'S SMOG & REPAIR	SMOG CHECK UNIT #18	56.75
Sub-Total: (1) Sub-Count: 1			56.75
030565 12/04/19 030565 12/04/19 030565 12/04/19 030565 12/04/19 030565 12/04/19 030565 12/04/19	PAC02 PACIFIC GAS & ELECTRIC	0967683154-9 SWEETWATER 9103062795-3 7804325001-4 2060545213-3 2060545213-3 6228064022-8	7542.63 1.59 8.52 161.91 53.96 91.06
Sub-Total: (1) Sub-Count: 6			7859.67
030566 12/04/19	PAC06 PACE SUPPLY 23714-00	Misc. Materials & Supplies for Distribution	82.44

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Check# Check Da	te Vend# Vendor Name	Description	Check Amount
030566 12/04/19 030566 12/04/19 030566 12/04/19 030566 12/04/19 030566 12/04/19 030566 12/04/19 030566 12/04/19 030566 12/04/19	PAC06 PACE SUPPLY 23714-00	Misc. Materials & Supplies for Distribution	2127.07 1026.38 218.68 205.92 15.35 406.26 -1317.59 -647.79
Sub-Total:(1) Sub-Count: 9			2116.72
030567 12/04/19	POW01 POWERNET GLOBAL COMM.	Utilities-LONG DISTANCE 10/19/19-11/19/19	136.05
Sub-Total:(1) Sub-Count: 1			136.05
030568 12/04/19 030568 12/04/19 030568 12/04/19 030568 12/04/19 030568 12/04/19 030568 12/04/19 030568 12/04/19	PRE01 PREMIER ACCESS INS CO	DENTAL INSURANCE DECEMBER 2019	136.03 310.93 116.60 310.94 233.20 1997.11 116.60
Sub-Total:(1) Sub-Count: 7			3221.41
030569 12/04/19	PRO04 PAUL FUNK	CLEANING SERVICES FOR NOVEMBER 2019	265.00
Sub-Total: (1) Sub-Count: 1			265.00
030570 12/04/19	PUL01 PULFER, JEFF	PANTS REIMB 2019 CALENDAR YEAR PER MOU	26.93
Sub-Total:(1) Sub-Count: 1			26.93
030571 12/04/19 030571 12/04/19 030571 12/04/19 030571 12/04/19 030571 12/04/19 030571 12/04/19 030571 12/04/19	RIE01 RIEBES AUTO PARTS,LLC	Misc. vehicle maintenance materials and supplies	55.00 86.14 86.14 86.14 66.06 66.06
Sub-Total: (1) Sub-Count: 7			511.61
030572 12/04/19 030572 12/04/19 030572 12/04/19 030572 12/04/19 030572 12/04/19 030572 12/04/19	ROB02 ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION WATER TREATMENT FUEL USAGE ALLOCATION T & D TREATED WTR FUEL USAGE ALLOCATION ZONE FUEL USAGE ALLOCATION UPCOUNTRY FUEL USAGE ALLOCATION ADMIN. FUEL USAGE ALLOCATION	417.14 261.21 997.03 92.38 257.96
Sub-Total: (1) Sub-Count: 6			2025.72
030573 12/04/19	ROY01 KENNETH ROYAL	Utilities-WALTON PRTBL RSTRM SVCS 9/13/19-11/13/1	9 230.00
Sub-Total: (1) Sub-Count: 1			230.00
030574 12/04/19 030574 12/04/19	SAN02 Santander Leasing SAN02 Santander Leasing	INTEREST PRINCIPAL	20.81 1210.07
Sub-Total: (1) Sub-Count: 2			1230.88
030575 12/04/19 030575 12/04/19 030575 12/04/19 030575 12/04/19 030575 12/04/19 030575 12/04/19 030575 12/04/19 030575 12/04/19 030575 12/04/19	SIE12 MICHAEL S. SALLAC	#17 91 GMC DUMP INSPECTION & MAINTENANCE #17 91 GMC DUMP INSPECTION & MAINTENANCE #17 91 GMC DUMP INSPECTION & MAINTENANCE #24 CASE BACKHOE REPAIR #24 CASE BACKHOE REPAIR #24 CASE BACKHOE REPAIR #27 91 GMC DUMP MAINTENANCE #17 91 GMC DUMP MAINTENANCE #17 91 GMC DUMP MAINTENANCE	53.33 53.33 53.34 93.33 93.34 66.66 66.67 66.67
Sub-Total: (1) Sub-Count: 9			640.00

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Check# Check Date Vend	d# Vendor Name		Check Amount
030576 12/04/19 TEI0 030576 12/04/19 TEI0 030576 12/04/19 TEI0	01 A. TEICHERT & SON, INC 01 A. TEICHERT & SON, INC 01 A. TEICHERT & SON, INC	Gravel backfill, rock for up country/distribution Gravel backfill, rock for up country/distribution Gravel backfill, rock for up country/distribution	270.76 285.40 279.10
Sub-Total: (1) Sub-Count: 3			835.26
030577 12/04/19 TIR0	01 TIREHUB, LLC	PO#018119: TIRES FOR UNIT #11	1086.36
Sub-Total:(1) Sub-Count: 1			1086.36
030578 12/04/19 USA0	03 USA BLUE BOOK	Tools & supplies: up country/treat.plant/dist/zon	e 288.15
Sub-Total:(1) Sub-Count: 1			288.15
030579 12/04/19 USB0 030579 12	05 U.S. BANK CORPORATE PAYMENT SY	ADT SECURITY ADT SECURITY ADT SECURITY AMAZON AMAZON AMAZON AMAZON MICROSOFT MICROSOFT MICROSOFT ADT SECURITY ADT SECURITY ADT SECURITY ADT SECURITY AMAZON HUNT & SONS INC. STAPLES GEORGETOWN HARDWARE HUNT & SONS INC. RALEYS CAPITOL MALL SACRAMENTO PARKING	185.75 33.66 92.40 170.00 27.86 45.50 17.08 26.27 88.00 36.00 1596.00 354.93 56.54 1660.11 48.70 9.64 2192.64 28.75 24.00 17.99
Sub-Total:(1) Sub-Count: 20			6711.82
030580 12/04/19 USD0 030580 12/04/19 USD0 030580 12/04/19 USD0 030580 12/04/19 USD0 Sub-Total:(1) Sub-Count: 4	01 USDA-FOREST SERVICE 01 USDA-FOREST SERVICE 01 USDA-FOREST SERVICE 01 USDA-FOREST SERVICE	911 IRRIGATION WATER DITCH 914 WATER TRANS PIPELINE 923 WATER DIVERSION, WEIR SPECIAL USES GTN20 PERMIT 753 01/01/20-12/31/20	3119.78 388.76 384.92 1045.05 4938.51
	01 POSTMASTER	PERMIT 6 ANNUAL RENEWAL	176.25
030581 12/04/19 USP0	01 POSTMASTER 01 POSTMASTER 01 POSTMASTER	PERMIT 6 ANNUAL RENEWAL PERMIT 6 ANNUAL RENEWAL	35.25 23.50
Sub-Total: (1) Sub-Count: 3			235.00
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030583 12/04/19 WALC	02 WALKER'S OFFICE SUPPLY	Misc. Office Supplies	166.72
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030584 12/04/19 WELC	.02 WELLS FARGO BANK	JANUARY 2020 WALTON LAKE ANNUAL RESERVE	2296.95
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Date:	Dec 4, 2019
Time:	7:45 am
Pup by .	Hannah Schnotz

Georgetown Divide PUD BOARD CHECK REVIEW

Page: 10 List: BOAR ID #: PYDMPH

Run by.: Hannah So	chnetz							ID #: PYDMPH
Check# Check Date	Vend#	Vendor Name	I	Description				Check Amount
030585 12/04/19	WIE01	WIENHOFF & ASSOCIATE	S INC I	ANNUAL CONS	ORTIUM MEME	BERSHIP		375.00
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INFORMATIONAL ITEMS



INFORMATIONAL ITEM 6.B.

REPORT TO THE BOARD OF DIRECTORS BOARD MEETING OF DECEMBER 10, 2019 AGENDA ITEM NO. 6.B.



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT:

GENERAL MANAGER'S REPORT

PREPARED BY:

Steven Palmer, PE, General Manager

CALENDAR YEAR 2019 ACCOMPLISHMENTS

- Completed Board Goal Setting Workshop
- General Manager Appointed and Subsequently Elected to ACWA Region 3 Board
- ACWA Award for 2019 Top Outreach Agency in ACWA Region 3
- Replaced aging vehicles and heavy equipment
- Completed the following capital improvement projects:
 - o Garden Park Water Storage Tank Recoating
 - o 2018 Treated Water Line Replacement Project
 - Sweet Water Treatment Plant (aka Auburn Lake Trails)
- Design, bid, and started construction on the 2018 Main Canal Reliability Project
- Submitted grant application for the Upcountry Canal Rehabilitation Project
- Issued request for proposals and received proposals for contract engineering project manager
- Issued request for proposals for public outreach
- Completed Auburn Lake Trails Wastewater Zone Rate Study and Adopted New, Lower Rates
- Updated Leakage Consideration Policy
- Adopted Board Policies for CSDA Transparency Certificate
- Initiated upgrade of accounting/billing software
- Completed Long Term 2 Enhanced Surface Water Treatment Rule and School Lead Sampling as Required by the State

ACWA FALL CONFERENCE

Accepted ACWA Award for 2019 Top Outreach Agency in ACWA Region 3.

Attended General Membership meeting and voted for ACWA President and Vice President:

- President Steven LaMarr (Irvine Ranch Water District)
- Vice President Pam Tobin (San Juan Water District)

Served on the Region 3 Board during the Region 3 Membership meeting:

- Forest Service Fire Fuel Reduction Mapping Project
- Energy Committee (ie. PSPS)
- Water conservation regulation development
- Communications Committee
- 2020 Region 3 Goals
- State Legislative Committee

Attended seminars regarding:

- Keeping Water System Operating During Emergencies
- New Water Storage Projects in the State
- Building Blocks of Success in the Delta
- How to Prepare to Communicate Critical Water Quality Information During an Emergency
- Retail Agency Challenges

PROJECTS

- Automated Meter Reading and Meter Replacement Project
 - Finance application being reviewed by the State
- Irrigation Ordinance Update
 - o First Workshop on September 20
 - o Second Workshop on October 16
 - Staff working to update based on direction from Second Workshop
- Reservoir and Stream Gaging
 - Contract for installation awarded at November Board meeting
- Office and Corporation Building Roof Repairs
 - Not started

General Manager's Report

Board Meeting of December 10, 2019 Agenda Item No. 6.B.

- Annual Tank Recoating
 - o Will start in Spring 2020
- Repair Safety Walkways
 - o Ongoing under construction by staff
- Treated Water Line Replacement
 - o Complete
- 2018 Main Canal Reliability
 - o Under construction
- Rebuild Filter at Walton Lake Treatment Plant
 - Will start in Winter/Spring 2020
- Install Backup Generator
 - o Procurement underway
- Manhole Sealing
 - Ongoing work by staff

The following items cannot be started without a dedicated project manager, contract or staff:

- Upcountry Ditch Rehabilitation
 - o Engineering design not started
- Old ALT Water Treatment Plant Demolition
 - Engineering design not started
- Replace Pump Stations
 - o Engineering design not started
- Rehabilitate District Parking Lots
 - o Design not started
- ✓ Engineering Evaluation of Community Disposal System Disposal Field
 - Not started

UPCOMING BOARD ITEMS

November

- ✓ El Dorado County Water Agency Water Plan Presentation
- ✓ Leakage Consideration Policy Update (Finance Committee)
- ✓ Professional Services Agreement for Stream Gaging
- ✓ RFP for Public Outreach

December

- Notice of Completion for 2018 Treated Water Line Replacement
- Approve Purchase of Two Replacement Trucks
- Appoint Board JPIA Representative
- Appoint Board Legislative Liaison
- Approve Amendment to General Manager Employment Agreement

Board Meeting of December 10, 2019 Agenda Item No. 6.B.

- Revise Board Policy 4050
- Direction on 2020 Water Rate Freeze Discussion

January

- Select Board Officers
- Investment Policy Update (Finance Committee)
- Lock Off Policy Update (Finance Committee)
- Notice of Completion for Auburn Lake Trails Water Treatment Plant
- Personnel Manual Update
- Professional Services Agreement for Engineering Project Manager

Future

- Agreement for Asset Management Plan
- Board Policy Updates
- Capital Facility Charge Update
- Contract for Roof Repair
- District Fee Update
- Professional Services Agreement for Engineering Design of Upcountry Ditch Rehabilitation
- Professional Services Agreement for Engineering Evaluation of Community Disposal System Disposal Field
- Professional Services Agreement with Financial Consultant
- Social Media Policy
- Professional Services Agreement for Public Outreach



INFORMATIONAL ITEM 6.C.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Manager's Report for November 2019

Presented to the GDPUD Board of Directors by Darrell Creeks, Operations Manager

December 10, 2019, AGENDA ITEM #6.C.

Water Production for the Month of

November

Auburn Lake Trails Water Treatment Plant

18.630 million gallons 621,000 gallons/day average

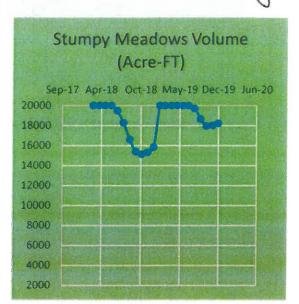
Walton Lake Water Treatment Plant

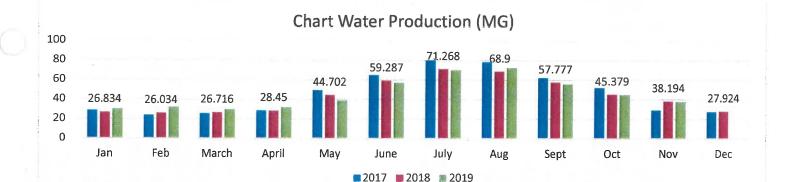
19.002 million gallons 633,400 gallons/day average

Water Quality Monitoring

Monitoring has been completed and reports have been submitted to the State Water Resources Control Board.

- ✓ The treatment plants are in compliance with all drinking water standards,
- Distribution system monitoring results showed all samples absent/negative of any bacteriological contamination and adequate levels of disinfection through the system.





Summary of Field Work Activities

Distribution Crew

- ✓ Repaired leaks: 6 service leaks
- ✓ Repair/replace meters: 0
- ✓ Installed new service: 1 treated
- ✓ Pulled two new service lines

Maintenance Crew

- ✓ Brush clearing on upper canal and fixing leaks.
- ✓ Regulated water flow for 2018 Main Canal Reliability Project
- ✓ Cleaning Grizzlies and waste gates

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Auburn Lake Trails Wastewater Management Zone Report for November 2019

Presented to the GDPUD Board of Directors

December, 10 2019

Zone activities are completed in accordance with California Regional Water Quality Control Board Central Valley Region, Waste Discharge Requirements for Georgetown Divide Public Utility District Auburn Lake Trails On-Site Wastewater Disposal Zone Order No. R5-2002-0031.

- Community Disposal System (CDS) Lots 137
- Individual Wastewater Disposal System Lots 890

Field Activities ✓ Routine Inspections: 131 **Property Transfer Processing:** 3 **New Inspection** 0 0 Homeowner 9 Construction Plan Review 0 Watertight Test 1 Weekly CDS Operational 4 1 lot 1517 **New Wastewater System** 0 **New CDS Tank** 0 0 0 **New Pump Tank**

Reporting

The monthly Sanitary Sewer Overflow (SSO) – *No Spill Certification* was submitted electronically to California Integrated Water Quality System (CIWQS) on November 1, 2019.

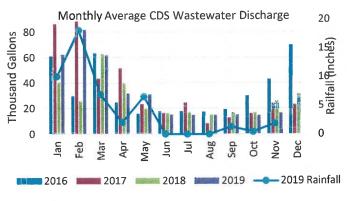
The Third Quarter 2019 Auburn Lake Trails Wastewater Management Zone Quarterly Monitoring and Sampling Report was submitted to the California Regional Water Quality Control Board on November 13, 2019.

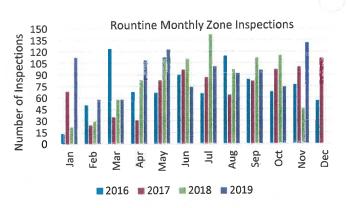
CDS - Wastewater Discharge

495,800 gallons / 16,526 gallon/day average

Rainfall

1.88 inches





Monthly Labor Allocation Routine Inspection Property Transfer Processing 3 Office Staff ask New Inspection 18870 Field Personnel CDS Operational General/Reporting Sampling/Correspondence 60.00 80.00 100.00 20.00 40.00 0.00 Hours



NEW BUSINESS



NEW BUSINESS ITEM 7.A.

REPORT TO THE BOARD OF DIRECTORS BOARD MEETING OF DECEMBER 10, 2019 AGENDA ITEM NO. 7.A.



AGENDA SECTION: NEW BUSINESS

SUBJECT:

NOTICE OF COMPLETION FOR THE 2018, WATER LINE

REPLACEMENT

PREPARED BY:

Darrell Creeks, Operations Manager

APPROVED BY:

Steven Palmer, PE, General Manager

BACKGROUND

The 2018 Water Line Replacement Project is included in the FY 2019-20 Operating Budget and the Five-Year Capital Improvement Plan. Project summary sheet is Attachment 3. On September 10, 2019, the Board of Directors adopted Resolution 2019-56 awarding the construction contract and authorizing the General Manager to execute a contract with Caggiano General Engineering Inc. in the amount of \$280,005 and authorized the General Manager to approve change orders not to exceed 10% of the contract amount.

DISCUSSION

On October 28, 2019, the final inspection was conducted by Operations Manager Darrell Creeks. The project was deemed complete. The Board needs to formally accept the work as complete and direct staff to file the Notice of Completion for the 2018 Water Line Replacement Project with the El Dorado County Recorder. Photos are included in Attachment 4.

FISCAL IMPACT

The capital project budget for this Project is \$379,500. Project expenditures and budget are listed below:

Project Expenditures and Budget

Phase	Projected Expenditure	Budget
Preliminary Engineering	\$33,778	\$60,000
Construction Engineering	\$12,985	\$30,000
Construction Contract (Including Change Orders = \$8,806)	\$288,811	\$240,000
Other	\$7,528	\$49,500
Tota	\$343,102	\$379,500

Board Meeting of December 10, 2019 Agenda Item No. 7.A.

Expenditures will be less than the Project budget. Funds for this project are in the FY 2019-20 Operating Budget and a budget adjustment is not needed.

CEQA ASSESSMENT

Categorically Exempt, CEQA Guidelines Section 15301, Existing Facilities; and Section 15061, No Possibility of Significant Effect on the Environment. The Project is limited to maintenance of existing facilities and does not involve an expansion of use. A Notice of Exemption was filed with the County and State of California on August 12, 2019.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution accepting the completion of said work and directing the General Manager to execute and file for record with the County Recorder.

ATTACHMENTS

- 1. Resolution
- 2. Notice of Completion
- 3. Pages From CIP
- 4. Photos

AGENDA ITEM 7.A.

Attachment 1

Resolution
Accepting 2018 Water Line Replacement Project as Complete

RESOLUTION NO. 2019-

OF THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ACCEPTING COMPLETION AND DIRECTING THE FILING OF NOTICE OF COMPLETION FOR THE 2018 TREATED WATER LINE REPLACEMENT PROJECT

WHEREAS, on September 11, 2019, the Georgetown Divide Public Utility District (District) entered into a contract with Caggiano General Engineering Inc, a California Corporation, with its primary office located at 3941 Park Drive, El Dorado Hills, Ca 95762, hereinafter "CONTRACTOR" for the 2018 Treated Water Main Replacement Project on Kit fox Court and Angel Camp Court in the Auburn Lake Trails Subdivision.

WHEREAS, the CONTRACTOR commenced work on the project on September 25, 2019; and

WHEREAS, the final inspection of the project was conducted on October 28, 2019, by Operations Manager Darrell Creeks and the project was deemed complete; and

WHEREAS, the new water mains are in service.

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

- 1. Acceptance of the completion of said work be, and it hereby made and ordered.
- 2. The General Manager is directed to execute and file with the County Recorded-Clerk of the County of El Dorado, State of California, Notice of Completion thereof, as required by law.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Dane Wadle, 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 2019- 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 10th day of December 2019.

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

AGENDA ITEM 7.A.

Attachment 2

Notice of Completion

Recording requested by:

Georgetown Divide Public Utility District

And when recorded mail this document to: Georgetown Divide Public Utility District P.O. Box 4240 Georgetown, CA. 95634

For recorder's use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- 1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is fee.
- 2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:

Georgetown Divide Public Utility District PO Box 4240 6425 Main Street Georgetown, California 95634

- The name and address of the direct contractor for the work of improvement as a whole is:
 Caggiano General Engineering Inc. 3941 Park Drive, STE 20-347 El Dorado Hills, CA 95627
- 4. This notice is given for completion of the work of improvement as a whole.
- 5. On the 10 day of December 2019, the Project was accepted as complete upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:
 2018 Treated Water Line Replacement Project
- 6. The real property herein referred to is situated in the unincorporated area of the County of El Dorado, State of California, and is described as follows:

Kit Fox Court and Angel Camp Court in the Auburn Lake Trails Subdivision located in Cool, California.

7. The street address of said property is:

Kit Fox Court and Angel Camp Court

I certify (or declare) under penalty of perjury	under the laws of the State of C	alifornia that the foregoing
is true and correct.		
Date:	By:	

Steven Palmer

Clerk and ex officio Secretary, Board of Directors Georgetown Divide Public Utility District VERIFICATION

I, Steven Palmer, state: I am the General Manger, Clerk, and ex officio Secretary of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on:	, at Georgetown, California
Steven Palmer Clerk and ex officio Secretary	y, Board of Directors

Georgetown Divide Public Utility District

AGENDA ITEM 7.A.

Attachment 3

Pages from CIP



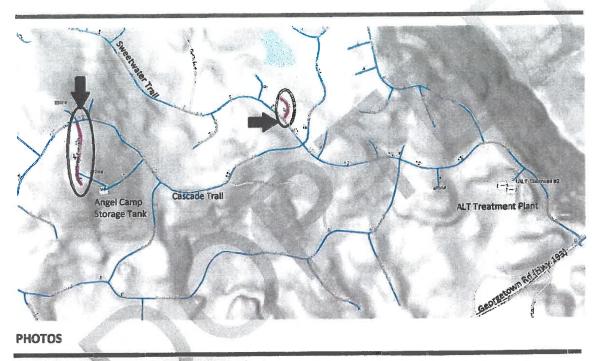
PROJECT NAME: 2018 Treated Water Line Replacement/Rehab

PROJECT NUMBER: 922

PROJECT DESCRIPTION:

This Project will replace and rehabilitate treated water lines in Kit Fox Court and Angel Camp Court (approximately 1,350 linear feet). Theses water lines have experienced a higher than expected rate of breakage. Staff has also determined that much of these water lines materials and bedding do not meet current engineering and construction standards.

LOCATION MAP







A-5 of 33

Project Name:

2018 Treated Water Line Replacement/Rehab

Project Number:
Project Description:
Funding Sources:

922

Prioritized replacement or rehabilitiation of treated water lines

runaing Sources:	1						1	1
Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								
Capital Reserve (43)						412,850		412,85
Prior Reimbursements Received (35)								
Capital Facility Charge (39)		379,500		396,750				778,25
ALT WTP Capital Reserve (24)								
ALT Zone Fund (40)			`					
ALT Tank Replacement Loans & Repair (41)							45784	
ALT CDS Reserve Connection (42)								Kts.
Grants (EPA)						483		TA SE
SRF Loan						7(8)		
General Fund (10)						May .		
Other (EDCWA Cost Share)					Æ		24.5	AT 1
Unfunded					A 1. C. 100		100	Oce (
Total	0	379,500	0	396,750	0	412,850	0	1,189,100
Project Cost Estimate:				A	an Marketan	do descr	- W	
Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		60,000		63,000		85,000		188,000
Environmental (7021)				36	<u> </u>	43,000,00		(
Land/ROW Acquisition (7022)			-Chi-120					(
Construction Engineering (7024)		30,000		32,000	A.	34,000		96,000
Construction Centract (7023)		240,000	S. E.V	250,000	1.57	260,000		750,000
Other CIP Costs (7025)		49,500		51,750	100	53,850		155,100
Other - TBD				F				C
Total .	0	379.500	0	396,750	0	412,850	0	1,189,100

AGENDA ITEM 7.A.

Attachment 4

Photos



2018 TREATED WATER MAIN REPLACEMENT PROJECT KIT FOX AND ANGEL CAMP

GDPUD December 10, 2019 Board Meeting















NEW BUSINESS ITEM 7.B.

REPORT TO THE BOARD OF DIRECTORS BOARD MEETING OF DECEMBER 10, 2019 AGENDA ITEM NO. 7.B.



AGENDA SECTION: NEW BUSINESS

SUBJECT: ADOPT A RESOLUTION APPROVING THE PURCHASE OF

TWO TRUCKS TO REPLACE TWO TRUCKS THAT HAVE

REACHED THE END OF THEIR SERVICEABLE LIFE

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

The District currently has a fleet of 14 work trucks, one dump truck, one tractor loader and three excavators. Two of the work trucks have reached the end of their serviceable life and are in need of replacement.

Vehicle Number 14 is a 1999 Ford F150 with 166,321 miles. Vehicle Number 33 is a 2007 Chevy 2500 Utility with 226,123 miles. See attachment #4 for a complete vehicle list.

Operations Manager Darrell Creeks has prepared an assessment of each vehicle using a tool presented at the annual Government Fleet Exposition (GFX) called the vehicle replacement scoreboard. The assessments are included as Attachment 1. Based on those assessments and the current budget for vehicle replacement, Operations Manager Creeks recommends that Vehicle Numbers 14, and 33 be replaced this year.

DISCUSSION

The State of California issues numerous requests for bids each year and enters into Leveraged Procurement Agreements (LPAs) with fixed pricing. Local agencies in the State of California are able to purchase directly from suppliers through these LPAs. This allows local agencies to obtain competitive pricing and reduces the administrative burden of issuing a separate request for bids. These LPAs are made available to the local agencies through the Cal eProcure website. Using the Cal eProcure website, Staff has reviewed pricing for replacement trucks. In order to fit the District's needs, the trucks need to be four-wheel drive, extra cab, and use gasoline fuel. As shown on Item 13 of the Cal eProcure contract list in Attachment 2, prices for trucks meeting this criterion range from \$22,207 to \$24,995. A Dodge Ram from Elk Grove Auto Group was the least expensive truck meeting these criteria. The total cost is estimated to be \$23,669.52 per truck. Truck bed tool boxes will purchased from Home Depot after the trucks arrive.

Board Meeting of December 10, 2019 Agenda Item No. 7.B.

To avoid a situation where Staff must be shuttled between worksites, Vehicle Numbers 14 and 33 need to be replaced now. Once the order is placed, delivery is anticipated to take 10-12 weeks. The total costs for the two vehicles are estimated to be \$47,339.04. According to the District's Procurement Policy and Procedures, purchases over \$45,000 require Board authorization. To avoid any delays caused by unanticipated changes in taxes and fees, Staff is requesting authority up to \$50,000.

FISCAL IMPACT

These purchases are included in the Fiscal Year 2019-2020 Operating Budget and a budget adjustment is not required.

CEQA ASSESSMENT

This action is not a CEQA project.

RECOMMENDED ACTION

Adopt the attached resolution authorizing the purchase of two replacement trucks for a total not to exceed amount of \$50,000.

ATTACHMENTS

- 1. Vehicle Assessments
- 2. Bid Sheet from Cal eProcure website.
- 3. Resolution Approving the Purchase of Two Replacement Trucks
- 4. Vehicle List

AGENDA ITEM 7.B.

Attachment 1

Vehicle Assessments

DRAFT

Replacement Guidelines Sedans and Light Trucks (1 Ton and Less)

Factor	Points	Points Description
Age	1	Each year of chronological age.
Miles/Hours	1	Each 10,000 miles of usage.
	F	Each 250 hours of usage.
Type of	H	Standard sedans and light pickups.
Service	2	Standard vehicles with occasional off-road usage.
	m	Any vehicle that pulls trailers, hauls heavy loads, and has continued off-road usage.
	4	Any vehicle involved in snow removal.
	S)	Police, Fire, and Rescue service vehicles.
Reliability	-1	In shop one time within three month time period, no major breakdowns or road calls.
	2	In shop one time within three month time period, I breakdovm/road call within 3 month time period.
(PM work is	m	In shop more than twice within one month time period, no major breakdowns or road calls.
not included)	4	In shop more than once within one month time period, two or more breakdowns/road calls within same time period.
	מע	In shop more than twice monthly, two or more breakdowns within one month time period.
M&R Costs	1	Maintenance costs are less than or equal to 20% of replacement cost.
	2	Maintenance costs are 21-40% of replacement cost.
(Accident	٣	Maintenance costs are 41-60% of replacement cost.
repairs not	4	Maintenance costs are 61-80% of replacement cost.
included)	ī	Maintenance costs are greater than or equal to 81% of replacement cost.
Condition	1	No visual damage or rust and a good drive train
	2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train.
	m	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or
		more rips, tears, bums), and a weak or noisy drive train.
	4	previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from
		on equipment, and one drive train component bad.
	2	previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on
		equipment

	Do not replace.	Re-evaluate for next year's budget.	Qualifies for replacement this year if budget allows.	Needs priority replacement.	
es	Excellent	Cood	Satisfactory	Poor	
Point Ranges	0-17	18-22	23-27	58 +	



JUNE 18-20 • DENVER CONVENTION CENTER • DENVER, COLORADO

Dept. Main 120 Madge 14ht duty Kecerols 200 E Total Time (monities): Avg. WO @ Month: Road calls: MARR Costs: Total Maintenance: Mileage: Mileage or hours: Replacement Cost: Type of Service: Description: Year/Make/Model: % of Repl. Cost: In Service Date: Points: Condition: Acadents: If yes, #: Paint/Body; Interior: Reliability: Drive Train: Vehide # Points: Points: Points: Points:

Total Points:



Do not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs prjority replacement.

Prepared by:

Jate:

JUNE 18-20 • DENVER CONVENTION CENTER • DENVER, COLORADO



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2018 Chara 250		2008	\$1573	light duty	~	See Rounds	
Vehide #	Year/Make/Model:	Age: In Service Date: Total Time (months): Points:	Mileage: Mileage or hours: Points:	Type of Service: Description: Points:	Reliability: Avg. WO @ Month: Road calls: PMs:	MBAR Costs: Total Maintenance: Replacement Cost: % of Repl. Cost: Points:	Condition: Acidents: If yes, #: Paint/Body: Interior: Drive Train:

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Total Points:



Do not Replace.
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Dulge	201.9	M517	Light Juty	~	See Reends	A CO
Vehicle # Year/Make/Nodel:	Age: In Service Date: Total Time (months): Points:	Mileage: Mileage or hours: Points:	Type of Service: Description: Points:	Reflability: Avg. WO @ Month: Road calls: PMs: Points:	MARK Costs: Total Maintenance: Replacement Cost: % of Repl. Cost: Points:	Condition: Accidents: If yes, #: Paint/Body: Interior: Drive Train: Points:

Do not Replace. Re-evaluate for next year's budget. Qualifies for replacement this year if budget allows. Needs prjority replacement. SADOS Prepared by:

Total Points:

Jate:



Vehicle # Year/Make/Model: Age: In Service Date: Total Time (months): Points: Mileage: Mileag
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Do not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs prjority replacement.

Propored by: Jane / Creeks

)ate: 1/1/9-

JUNE 18-20 - DENVER CONVENTION CELTER - DENVER COLORAL



early bake/Model: 2 cot/ chery 15c	ge: n Service Date: otal Time (months):	Wenge: 182,6.26	ype of Service: Light Auty outs:	Reflability: Nog. WO @ Month: Road calls: Nos:	Walk Costs: See Records	Aspiracement Cost: % of Repl. Cost: // Points:	Condition: Y (N) Acidents: Y (N)	Palnt/Body: Interior: Drive Train:
	7	>				~		

Total Points:

Re not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs prjority replacement.

AREKS Date:

Prepared by:

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Vehicle # Year/Make/Model: Age: In Service Date: Total Time (months):	2003 Chery 1500
Mileage: Mileage or hours: Points:	171:265 17
Type of Service: Description: Points:	light duty
Reliability: Avg. WO @ Month: Road calls: PWs:	c
MARK Costs: Total Maintenance: Replacement Cost: % of Repl. Cost:	See Records
Condition: Acidents: If yes, #: Paint/Body: Interlor: Drive Train:	× (1)
Total Points	Dimts: 34



Do not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs prjority replacement.

Prepared by: "Kuncy Creek

Jate: 11-19-19

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City of Troy Fleet Division
Vehicle\Equipment Replacement Scorecard

Dept. 4/5/	247 Fed F350	237	50,978 5-	196t duty 1		See Records			Do not Replace.
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ament Scorecard Dept. Lene 6700 Age 1500							
City of Troy Fleet Division Vehicle\Equipment Replacement Scorecard H Dept. Lea	2019	13,132	light duty	~	See Rounds	R .	
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On not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs prjority replacement.

Prepared by:

Sate:

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City of Troy Fleet Division Vehicle\Equipment Replacement Scorecard

Verlide # Delle Delle SSC	Age: Active Date: Active Control: Active (months): Active Control: Active Control Ac	Mileage: 6798	Nye of Service: 1,4ht Auty Points:	Reitability: Road calls: PMs: Points:	M&R Costs: See Records Total Maintenance: See Records Replacement Cost: % of Repl. Cost:	
		4				

Do not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs priority replacement.

Sate: (Jook)

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Prepared by:

JUNE 18-20 . DENVER CONVENTION CENTER . DENVER, COLORADO

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City of Troy Fleet Division Vehicle\Equipment Replacement Scorecard

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2 1017 Fed F180	204.7.	6051H	tight duty		Sea Racords	A Y	
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Total Points:



Do not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs prjority replacement.

Prepared by:

Date: 11-19-19

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City of Troy Fleet Division Vehicle\Equipment Replacement Scorecard

Vehicle # Year/Make/Model: Age: In Service Date:	2007 chay 1500
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Total Points:	oints:

Dg not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs prjority replacement.

Date: 11-19-19

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Prepared by:

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City of Troy Fleet Division
Vehicle\Equipment Raplacement Scorecard

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Do not Replace.
Re-evaluate for next year's budget.
Qualifies for replacement this year if budget allows.
Needs priority replacement.

Prepared by:

Greats Date:

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City of Troy Fleet Division
Vehicle\Equipment Replacement Scorecard

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Prepared by:

JUME 18-20 . DENVER CONVENTION CENTER . DENVER, COLORADO

AGENDA ITEM 7.B.

Attachment 2

Bid Sheet from Cal eProcure website

Fleet Vehicles - Trucks, Supplement 6, dated 09/27/2019
Attachment A- Contract Pricing
Contract 1-18-23-20 (A-!)
Temas: 3500 discount per vehicle for payment with net 20 days (Excluding Riverview International and Sacamento Truck Center)
Temas: 5500 discount per vehicle for payment with net 20 days (Riverview International Center)

\$200 discount per vehicle	\$200 discount per vehicle for payment with net 20 days (Riverview International Only)				The second second second				Maintanance Plan Contract Unit	Produc	Contract	Tachnical
Commot Line from #	Description	Froight on Board (FOB)	UNSPEC Sode	(NOM)	Masseine	Make	Model	Vehicle Dati Price	Price		Number	Quantionnaire
-	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each	-	Toyota	Tacoma	\$24,984.00	\$749.00	Freeway Toyota	1-18-23-20C	See Attachment D
-	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in ecoordance with specification 2310-4181 dated 117777.	Sacramento	25101507	Each	-	Nissan	Frontier	\$18,678.00	\$499.00	Selma Nissan/Honda	1-18-23-20G	See Attachment D
-	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/17/17.	Sacramento	25101507	Each	-	Chevrolet	Colorado	\$22,503.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
2	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb, GVWR, CASOLINE Fueled Vehicle in accordance with specification 2310–4181 dated 11/17/17.	Sacramento	25101507	Each	-	Toyota	Tacoma	\$25,673.00	\$749.00	Freeway Toyota	1-18-23-20C	See Attachment D
2	Small Plokup, 4x2, Crew Ceb, Short Box, 125 in. WB, 4500 lb, GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Nissan	Frontier	\$22,640.00	\$499.00	Seima Nissan/Honda	1-18-23-20G	See Attachment D
2	Small Pickup, 4x2, Crew Ceb, Short Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in eccordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Chavrolet	Colorado	\$23,662.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
က	Small Pickup, 4x4, Extra Ceb, Regular Box, 125 in. WB, 5000 lb, GVWR, GASOLINE Fushed Vehicle in accordance with specification 2310-4181 deted	Sacramento	25101507	Each		Toyota	Tacoma	\$27,074.00	\$749.00	Freeway Toyota	1-18-23-20C	See Attachment D
ю	Small Pickup, 4v4, Extra Cab, Regular Box, 125 in. WB, 5000 lb, CYWMR, GASOLINE Fushed Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each		Nissen	Frontier	\$23,425.00	\$489.00	Selma Nissan/Honda	1-18-23-20G	See Attachment D
8	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GYWYR, GASCLINE Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each		Chevrolet	Colorado	\$25,418.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
4	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb, GYWR, GASOLINE Fuelad Vehicle in accordance with specification 2310-4181 dated 11/17/17.	Sacramento	25101507	Each	-	Toyota	Tacoma	\$30,706.00	\$749.00	Freeway Toyota	1-18-23-20C	See Attachment D
4	Small Pickup, 4x4, Crew Cab, Short Box, 125 In. WB, 5000 Ib, GYWNR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Nissan	Frontler	\$25,458.00	\$498.00	Setma Nissan/Honda	1-18-23-20G	See Attachment D
4	Small Pickup, 4x4, Crew Cab, Short Box, 125 In. WB, 5000 Ib, GVWR, GASOLINE Fusied Vehicle in accordance with specification 2310-4161 dated 11/17/17.	Sacramento	25101507	Each	-	Chevrolet	Colorado	\$27,547.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
4	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, CASOLINE Fusied Vehicle in accordance with specification 23:10-4181 dated 11/1/17.	Sacremento	25101507	Each	-	Honda	Ridgeline	\$34,725.90	\$499.00	Wondries Fleet Group	1-18-23-20E	See Attachment D
ĸ	Small Pickup, 4/2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/1/17.	Sacramento	25101507	Each		Chevrolet	Colorado	NO LONGER AVAILABLE	NO LONGER AVAILABLE	Winner Chevrolet	1-18-23-20D	See Attachment D
9	Smail Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb, GVWR, DIESEL Fuelad Vehicle in accordance with specification 2310-4181 dated 11/11/17.	Sacramento	25101507	Each	-	Chevrolet	Colorado	NO LONGER AVAILABLE	NO LONGER AVAILABLE	Winner Chevrolet	1-18-23-20D	See Attachment D
7	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in WB, 5000 ib. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/1/17.	Sacramento	25101507	Each		Chevrolet	Colorado	\$32,259.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
ω	Small Pickup, 4x4, Crew Cab. Short Box, 125 in. 1WB, 5000 b. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/1/17.	Sacramento	25101507	Each	-	Chevrolet	Colorado	\$33,287.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
o	Full Size Plekup, 4x2, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/17/17.	Sacramento	25101507	Each	•	Ford	F150	\$20,6950,09	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D

Contract Line Nem #	Distoription	Fraight on Board (FOB)	UNSP86 Code	Unit of Measure (UOM)	Goantity in Unit of Measure	Maries	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealin	Confract Number	Tachnical Questionnairo
a	Full Size Pickup, 4x2, Regular Gab, Regular Box, 119 in. WB, 6000 lb, GVWR, GASOUNE Fueled Vehicle in accordance with specification 2310-4181 dated 117/17	Sacramento	25101507	Each		Rem	1500	\$17,949.00	\$749.00	Elk Grove Auto Group	1-18-23-208	See Attachment D
6	Full Sizes Pickup, 4x2, Regular Cab, Regular Box, 119 m. WB, 6000 lb. GVWR, GASOLINE Fusled Vehicle in excordance with specification 2310-4181 dated 11/71/7	Sacramento	25101507	Each	-	Chevrolet	Silverado 1500	\$21,395.00	\$749,00	Winner Chevralet	1-18-23-20D	See Attachment D
10	Full Size Pickup, 4.2, Extra Cab, Regular Box, 140 in. WB, 6100 lb, GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Ford	F150	\$21,783.00	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
10	Full Size Pickup, 4/2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, CASOLINE Fueled Vehicle In accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Ram	1500	\$19,060.00	\$749.00	Elk Grove Auto Group	1-18-23-20B	See Attachment D
10	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle In accordance with specification 2310-4181 dated 11/1/1/17.	Sacramento	25101507	Each	-	Chevrolet	Silverado 1500	\$22,680.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
1	Full Size Pickup, 4/2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GYWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each		Ford	F150	\$23,169.00	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
-	Full Size Pickup, 4/2, Crew Cab, Short Box, 140 in. WB, 6100 lb, GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each		Rem	1500	\$21,963.00	\$749.00	Elk Grove Auto Group	1-18-23-20B	See Attachment D
1	Full Size Pickup, 4/2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	<u>-</u>	Chevrolet	Silverado 1500	\$24,734.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
12	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GYWR, GASOLINE Fueled Vehible in excordance with specification 2310-4181 deted 11/717.	Sacramento	25101507	Each		Ram	1500	\$20,719.00	\$499.00	Leehan of Davis	1-18-23-20H	See Attachment D
27	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled vehicle in accordance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each	-	Ford	F150	\$23,777.00	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
12	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GyWR, GASOLINE Fueled vehicle in accordance with specification 2310-4181 dated 11/1/17.	Sacramento	25101507	Each	-	Chevrolet	Silverado 1500	\$24,895.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
12	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/717.	Sacramento	25101507	Each	-	Nissan	Titan	\$27,101.40	\$499.00	Wondries Fleet Group	1-18-23-20E	See Attachment D
13	Full Size Pickup, 4x4, Extra Ceb, Reguler Box, 140 in .WB, 6300 lb. CVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Ford	F150	\$23,912.00	\$498.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
6	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in .WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	-	Ram	1500	\$22,207.00	\$749.00	Elk Grove Auto Group	1-18-23-20B	See Attachment D
13	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in WB, 6300 lb. CyWWR, GASOLINE Fueled Vehicle in a econdance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each		Chevrolet	Silverado 1500	\$24,995.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
14	Full Size Pickup, 4x4, Crew Cab, Short Box, 140 in. Wh, 6300 lb. GVWR, GASOLINE Fueled Vehicle in eccordance with specification 2310-4181 dated 11/17/17.	Sacramento	25101507	Each	-	Ford	F150	\$27,323.00	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
14	Full Size Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in ecoordance with specification 2310-4181 dated 11/1/17.	Sacramento	25101507	Each	-	Rem	1500	NO LONGER AVAILABLE	NO LONGER AVAILABLE	Wondries Fleet Group	1-18-23-20E	See Attachment D
14	Full Size Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fusled Vehicle in accordance with specification 2310-4181 dated 11/17/17.	Sacramento	25101507	Each	-	Chevrolet	Silverado 1500	\$26,718.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
15	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in VVB, 6100 lb. GVVVR, ESS Fueled Vehicle in accordance with specification 2310-4181 dated 11/17/7	Ѕастаттелфо	25101507	Each		Ford	F150	\$21,858,00	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
15	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, EBS Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	•	Rem	1500	\$19,060.00	\$749.00	Elk Grove Auto Group	1-18-23-20B	See Attachment D

the from #	Description	Freight on Board (FSB)	UNSPEC Gode	Unit of Monsoro (UOM)	Guantity in Unit of Mensure	Melto	Model	Velicia Unit Price	Maintenance Plan Contract URIII Price	Destor	Number	Quantions
15	Full Size Prokup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each		Chevrolet	Silverado 1500	\$24,075,00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
9	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Ford	F150	\$24,162.00	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
16	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in ecoordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Ram	1500	\$22,207.00	\$749.00	Elk Grove Auto Group	1-18-23-20B	See Attachment D
16	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Chevrolet	Silverado 1500	\$26,390.00	\$749.00	Winner Chevrolet	1-18-23-20D	See Attachment D
17	Full Size Pickup, 4/2, Extra Ceb, Regular Box, 140 n. WB, 6200 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/1/17.	Sacramento	25101507	Each	-	Ford	F150	\$27,822.00	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
17	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 n., WB, 6200 lb, GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	-	Ram	1500	\$24,083.00	\$749.00	Elk Grove Auto Group	1-18-23-20B	See Attachment D
18	Full Size Pickup, 4x4, Extra Ceb, Reguler Box, 140 in. WB, 6500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Ford	F150	\$30,051.00	\$499.00	Downtown Ford Sales	1-18-23-20A	See Attachment D
18	Full Size Pickup, 4x4. Extra Ceb, Regular Box, 140 in. WB, 6500 ib. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Ram	1500	\$27,230.00	\$749.00	Elk Grove Auto Group	1-18-23-20B	See Attachment D
19	Full Size Pickup, 4/2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Teled Vehicle in accordance with specification 2310 4181 dated 11/17/17	Sacramento	25101507	Each	-	S.	2500	\$21,339.00		Leehan of Davis	1-18-23-20H	See Attachment D
19	Full Size Prokup, 4/2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Trebed Vehicle in accordance with specification 2310 4134 dated 117717	Sacramento	25101507	Each	Ţ	Ford	F250	\$21,583.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
19	Full Size Pickup, 4/2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Telead Velice in accordance with specification 2310, 4134 dated 11774	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$25,838.00		Winner Chevrolet	1-18-23-20D	See Attachment D
20	Full Sizes Pickup, 4A2, Extra Cab, Reguler Box, 350 HP, 141 In. WB, 8500 Ib. GVWR, GASOLINE Theled Vehicle in accordance with specification 2310, A184 April 417/17	Sacramento	25101507	Each	1	Ram	2500 Crew	\$23,442.00		Leehan of Davis	1-18-23-20H	See Attachment D
20	Full Size Pickup, 42. Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Teled Vehicle in accordance with specification 2310 A131 dated 17/17.	Sacramento	25101507	Each	-	Ford	F250	\$23,932.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
20	Full Sze Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in, WB, 8500 lb, GVWR, GASOLLNE Fueled Vehicle in accordance with specification 2310, 4181 dated 11/17/17.	Sacramento	25101507	Each	-	Chevrolet	Silverado 2500	\$26,950.00		Winner Chevrolet	1-18-23-20D	See Attachment D
21	Full Size Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in WB, 6500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/1717.	Sacramento	25101507	Each		Ford	F250	\$25,038.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
21	Full Size Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in, WB, 8500 lb, GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4161 Idated 11/7/17.	Sacramento	25101507	Each		Chavrolet	Silvarado 2500	\$28,845.00		Winner Chevrolet	1-18-23-20D	See Attachment D
21	Full Size Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in WB, 8500 lb, GVWR, GASOLINE Fueled Vehicle in excordance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each		Ram	2500	\$24,368.00		Wondries Fleet Group	1-18-23-20E	See Attachment D
52	Full Siza Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in, WB, 8500 lb, GVWR, GASOLINE Fuelad Vehicle in accordance with specification 2310, 14181 dated 1177/15	0. Sacramento	25101507	Each	-	Ford	F250	\$24,316.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
52	Full Size Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in, WB, 8500 lb. GYWR, GASOLINE Fueled Vehicle in accordence with specification 2310-4181 dated 117717.	0- Sacramento	25101507	Each	-	Ram	2500	\$24,815.00		Elk Grove Auto Group	1-18-23-20B	See Attachment D
23	Full Size Pickup, 4x4, Regular Ceb, Regular Box, 350 HP, 133 in. WB, 8500 Ib. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310	Sacramento	25101507	Each	-	Chevrolet	Silverado 2500	\$27,710.00		Winner Chevrolet	1-18-23-20D	See Attachment D

Contact Line Item #	Description	Freight on Board (FOE)	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of	Melto	Model	Vehicle Unit Price	Meintenance Plan Contract Unit Price	Danter	Centract	Technical
23	Full Size Pickup, 4v4, Extra Cab, Regular Box, 350 HP: 141 in. WB, 8500 lb. GVWR, GASCLINE Fueled Vehicle in accordance with specification 2310, 4181 dated 11/71/7.	Sacramento	25101507	Each	-	Ram	2500 Crew	\$25,531.00		Leehan of Davis	1-18-23-20H	See Attachment D
23	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASQLINE Fueled Vehicle in accordance with specification 2310, 4181 dated 11/17/17.	Sacramento	25101507	Each		Ford	F250	\$26,354.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
23	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/771?	Sacramento	25101507	Each		Chevrolet	Silverado 2500	\$28,922.00		Winner Chevrolet	1-18-23-20D	See Attachment D
24	Full Size Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB. 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each	-	Ford	F250	\$27,445.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
24	Full Size Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 In. WB, 8500 lb. GYWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each	1	Ram	2500	\$26,482.00		Wondries Fleet Group	1-18-23-20E	See Attachment D
24	Full Size Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in, WB, 8500 ib, GVWR, GASOLINE Fueled Vehicle in econdance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each	1	Chevrolet	Silverado 2500	\$30,771.00		Winner Chevrolet	1-18-23-20D	See Attachment D
25	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 6500 lb. GVWR, DIESEL Fueled Vehicle in exordance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each		Ram	2500 Crew	\$32,290.00		Leehen of Davis	1-18-23-20H	See Attachment D
52	Full Size Prickup, 4A2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in econdence with specification 2310-4181 dated 117/17	Sacramento	25101507	Each		Ford	F250	832,910.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
25	Full Stee Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fused Vehicle in ecoordance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each		Chevrolet	Silerado 2500	\$35,956.00		Winner Chevrolet	1-18-23-20D	See Attachment D
28	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fusled Vehicle in accordance with specification 2310-4181 dated 117/17.	Sacramento	25101507	Each		Ram	2500 Crew	\$35,069.00	Market all American and America	Leehan of Davis	1-18-23-20H	See Attachment D
56	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in, WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/71/7.	Sacramento	25101507	Each	-	Ford	F250	\$35,312,00		Downtown Ford Sales	1-18-23-20A	See Attachment D
58	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in, WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/1717.	Sacramento	25101507	Each	-	Chevrolet	Silverado 2500	\$37,945.00		Winner Chevrolet	1-18-23-20D	See Attachment D
27	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each		Ford	F250	\$32,251.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
72	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in WB, 8600 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Ram	2500	NO LONGER AVAILABLE		Elk Grove Auto Group	1-18-23-20B	See Attachment D
58	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb-4f. Torque, 133 ln. WB, 10200 lb. GYWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/1717.	Sacramento	25101600	Each	-	Ram	3500	\$23,174.00		Leehan of Davis	1-18-23-20H	See Attachment D
28	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb-4f. Toque, 133 in. WB, 10200 lb. GYWIR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/17/17.	Sacramento	25101600	Each	-	Ford	F350	\$24,696.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
28	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lbft. Torque, 133 in. WB, 10200 lb. GVWPR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 117717.	Sacramento	25101600	Each	-	Chevrolet	Silverado 3500	\$26,674.00		Winner Chevrolet	1-18-23-20D	See Attachment D
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lbft. Torque, 60 ln. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in eccordance with specification 2310, 4181 dated 1177/17.	Sacramento	25101600	Each	•	Ford	F350	\$24,565.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
29	Truck, Cab & Chessis, 4X2, Regular Cab, 380 lbft. Torque, 60 ln. CA, 10200 lb. GYWR, GASOLINE Fueled Vehicle in accordance with specification 2310, 4181 dated 11/1717.	Sacramento	25101600	Each	-	Ram	3500	\$24,980.00		Elk Grove Auto Group	1-18-23-20B	See Attachment D
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lbft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310. 4181 dated 11/7/17.	Sacramento	25101600	Each		Chevrolet	Silverado 3500	\$25,790.00		Winner Chevrolet	1-18-23-20D	See Attachment D

a hom if	Dascription	Prelight on	UNSPEC Code	Unit of Maggure	Canadana process	Made	Medal	Venuce City Prine	Price	100000	Number	Questionneiro
	Truck, Cab & Chessis, 4X2, Regular Cab, 380 lbft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Varhele in accordance with specification 2310 4181 dated 117717	Sacramento	25101600	Each	F	Ram	4500	\$30,283.00		Leehan of Davis	1-18-23-20H	See Attachment D
30	Truck, Ceb & Chassis, 4X2, Regular Ceb, 380 lbfl. Torque, 60 in. CA, 15000 lb. GYWR, GASOLINE Elebed Vehicle in accordance with specification 2310- 4181 dated 11/7/17.	Sacramento	25101600	Each	-	Ford	F450	\$29,674.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb -ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/71/7.	Sacramento	25101600	Each	-	Ram	4500	\$37,955.00		Leehan of Davis	1-18-23-20Н	See Attachment D
31	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb-ft. Torque, 60 m, CA, 15000 lb, GVWR, DIESEL. Fueled Vehicle in accordance with specification 2310-4191 dated 11/7/17	Sacramento	25101600	Esch	-	Ford	F450	\$37,544,00		Downtown Ford Sales	1-18-23-20A	See Attachment D
31	Truck, Cab & Chassis, 4XZ, Regular Cab, 650 lbft. Torque, 60 m. CA, 15000 lb. GVWR, DIESEL Lebled Velhole in accordance with specification 2310 181 dated 11/7/17.	Sacramento	25101600	Each		Chevrolet	Silverado 4500	\$39,725.00		Winner Chevrolet	1-18-23-20D	See Attachment D
32	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 1117/17.	Sacramento	25101600	Each	-	Ford	F450	\$42,542.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
33	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb -ft Torque, 84 m. CA, 19500 lb. GVWR, GASOLINE Enbeld Vehicle in accordance with specification 2310 4181 Amed 117717	Sacramento	25101600	Each		Ford	F550	\$32,079.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
33	Truck, Ceb & Chessis, 4X2, Regular Ceb, 380 lbft Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Teleled Vehicle in accordance with specification 2310. 4181 delied 117717.	Sacramento	25101600	Each		Rem	9200	\$30,729.00		Wondries Fleet Group	1-18-23-20E	See Attachment D
26	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lbft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Leuled Vehicle in accordance with specification 2310- 4181 dated 11/7/17.	Sacramento	25101600	Each	-	Ram	5500	\$38,841.00		Leehan of Davis	1-18-23-20H	See Attachment D
34	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.4f. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Leibel V behiefe in accordance with specification 2310.	Sacramento	25101600	Each	-	Ford	F550	\$39,949,00		Downtown Ford Sales	1-18-23-20A	See Attachment D
25	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lbft. Torque, 84 ln. CA, 19500 lb. GVWR, DIESEL 1 Eleided Vehries in accordance with specification 2310 4181 dated 11/71/17	Sacramento	25101600	Each	-	Chevrolet	Silverado 5500	\$41,950.00		Winner Chevrolet	1-18-23-20D	See Attachment D
35	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101600	Each	- (Pord	F550	\$44,947.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
36	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb-ft. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Lebied Vehicle in accordance with specification 2310-4161 dated 11/7/17.	Sacramento	25101600	Each	,	Ford	F650	\$42,711.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
37	Truck, Cab & Chassis, 4X2, Reguler Cab, 660 lb-ft. Torque, 102 ln CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 deted 11/7/17.	Sacramento	25101600	Each	-	Freightliner	M2	\$62,018.00		Sacramento Truck Center	1-18-23-201	See Attachment D
37	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb-ft. Torque, 102 ln CA, 25500 lb GVWR, DIESEL. Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/77.	Sacramento	25101600	Each	-	International	AW	\$60,014.94		Riverview International	1-18-23-20F	See Attachment D
37	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lbft. Torque, 102 ln. CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/17/17.	Sacramento	25101600	Each		Ford	F650	\$49,984.00		Downtown Ford Sales	1-18-23-20A	See Attachment D
38	Truck, Cab & Chassis, 4X2, Regular Cab, 900 lb-ft. Torque, 108 in, CA, 30000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4131 dated 11/7/17.	Sacramento	25101600	Each	-	International	MV	\$67,937.18		Riverview International	1-18-23-20F	See Attachment D
38	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb-ft. Torque, 108 in. CA, 30000 lb. GVWR, DIESE Fueled Vehicle in accordance with specification 2310-4181 chand 11/17/17.	Sacramento	25101600	Each	-	International	A.	\$68,391.32		Riverview International	1-18-23-20F	See Attachment D
38	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lbfl. Torque, 108 in. CA, 30000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310 4181 dated 11/17/2	Sacramento	25101600	Each	-	Freightliner	M2	\$69,155.00		Sacramento Truck Center	1-18-23-201	See Attachment D
39	Truck, Cab & Chassis, 4X2. Regular Cab, 880 lbft Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310	Sacramento	25101600	Each	•	International	NM .	\$68,568.21		Riverview International	1-18-23-20F	See Attachment D

Contact Line Nom #	Description	Freight on Board (FOB)	UNSPEC Code	Unit of Mensure (UOM)	Quantity in Unit of Montoure	Mako	Model	Valida Unit Price	Maintenance Plan Contract Unit Price	Dester	Countried	Technical
68	Truck, Cab & Chassib, 4X2, Regular Cab, 860 lb-4; Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fuelad Vehicle in accordance with specification 2310 4181 dated 11/7/17.	Sacramento	25101600	Each		International	НV	\$68,391,32		Riverview International	1-18-23-20F	See Attachment D
98	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb-ft. Torque, 120 ln CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310- 4181 dated 11/7/17.	Sacramento	25101600	Each	•	Freightliner	W2	\$89,834.00		Secramento Truck Center 1-18-23-20]	1-18-23-201	See Attachment D
40	Truck, Ceb & Chessis, 4X2, Regular Cab. 120 in. CA, 33000 lb. GVWR, CNO Fueled Vehicle in accordance with specification 2310-4181 dated	Sacramento	25101507	Each	-	Freightliner	M2 112	\$117,513.00		Secramento Truck Center 1-18-23-201	1-18-23-201	See Attachment D
41	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb - ft. Torque, 138 in. CA, £4000 lb. CVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4161 dated 1177/17	Sacramento	25101507	Each	1	International	М	\$77,311.16		Riverview International	1-18-23-20F	See Attachment D
14	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb ft. Torque, 138 m. CA, 54000 lb. GVWR, DIESEL Fueled Vahicle in accordance with specification 2310 4181 dated 11/7/17.	Sacramento	25101507	Each	1 Freightline	Freightliner	M2	\$78,853.00		Sacramento Truck Center 1-18-23-20	1-18-23-201	See Attachment D
The following items are	he following items are applicable for options only. Not evaluated for award purposes.	7885.										
		Unit of	Chamber of the State and									

Contacts:
Downtown Tood Sales - (916) 442-8831
Freeway Toyde - (595) 707-5736
Freeway Toyde - (595) 707-5736
Winner Cheward (1916) 429-4700
Elk Grove Auto Group (1916) 429-4700
Wondries Fleet Group (1939) 457-5590
Riveryew Intensational Trock (916) 698-40253
Semma Nissan (593) 707-5736
Leehan of Davis, Inc., dba Hanlese Chrysler Dodge Jeep Ram Kis - (530) 746-5252
Saromand Tuck Center (916) 286-2013
End of sheet

AGENDA ITEM 7.B.

Attachment 3

Resolution 2019

Approving the Purchase of Two Replacement Trucks

RESOLUTION NO. 2019-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT APPROVING THE PURCHASE OF TWO REPLACEMENT TRUCKS

WHEREAS, two of the District's fourteen work trucks have reached the end of their serviceable life and are in need of replacement; and

WHEREAS, the Fiscal Year 2019-2020 Operating Budget includes funding to replace two work trucks; and

WHEREAS, the District obtained pricing for replacement trucks using State of California Leveraged Procurement Agreements, which allow local agencies to utilize State contracts to purchase directly from suppliers; and

WHEREAS, Staff recommends purchasing two 4-wheel drive, extra cab, Dodge Ram 1500s with the low bid price of \$22,207 plus tax and tire fees;

WHEREAS, the District's Procurement Policy and Procedures require Board authorization for purchases greater than \$45,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the General Manager is authorized to purchase two replacement trucks for \$22,207 plus tax and fees each for a total not to exceed amount of \$50,000.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10th day of December 2019, by the following vote:

NOES:	
ABSENT/ABSTAIN:	

AYES:

Dane Wadle, 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 2019— duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10th day of December 2019.

Steven Palmer, Clerk and Ex officio Secretary, Board of Directors GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT **AGENDA ITEM 7.B.**

Attachment 4

Vehicle List

GDPUD Vehicles as of 11/25/2019

ACTIVE UNITS

EQUIP/UNIT #	VEHICLE TYPE	OPERATORS	Mileage
1	2004 Chevy 1500 4x4 (4 door)	Darrell Creeks	105,249
2	2017 Ford F150 4x4	Bryan Stiles	41,609
4	2019 Dodge Ram 1500	Brian Rule	13,132
9	2019 Dodge Ram 1500	Isaac Edelman	15,176
10	2016 Dodge 5500 Utility 4x4	Eric T/Brian C	67,918
11	2017 Ford F350 Utility 4x4	Chris B/Chris K	50,978
14	1999 Ford F150 4x4	Chaidez, Jake W.	166,932
16	Retired	Inactive	
17	1991 GMC Dump Truck		
18	2003 Chevy 1500 4x4	Nate Tilman	171,265
22	Caterpiller Dozer -D3B		
23	Transport Trailer (Heavy)		
24	John Deere tractor loader		
25	Snow Cat / Trailer		
27	Mini-Excavator 1999 Takeuchi		
28	Air Compressor (Ingersoll-Rand)		
29	Shot-crete machine		
30	2004 Chevy 1500 4x4	Jason Smith	182,686
31	2016 Ford F150 4x4	Jeff Pulfer	68,993
32	2019 Dodge Ram 1500	Kyle M. /Alexis E.	14,517
33	2007 Chevy 2500 Utility 4x4	Jeff Klahn (Maint)	226,123
34	2008 Chevy 1500 4x4	Marty Ceirante	88,978
35	2008 Chevy 3500 4x4 Flat Bed		51,572
36	Transport Trailer (Light)		
37	Mini-Excavator 2010 Bobcat		

INACTIVE UNITS

INACTIVE UNITS

EQUIP/UNIT # VEHICLE TYPE	Former Drivers	EQUIP/UNIT#
Previously #4 2004 Chevy Colorado	Brian Rule	Previously #4
Previously #9 2002 Ford 150 4x4	Bryan S.	Previously #9
Previously #24 1991 Case Backhoe		
16 1998 Ford F150 4x4	Nathan T.	17



NEW BUSINESS ITEM 7.C.

REPORT TO THE BOARD OF DIRECTORS BOARD MEETING OF DECEMBER 10, 2019 AGENDA ITEM NO. 7.C.



AGENDA SECTION: NEW BUSINESS

SUBJECT:

APPOINTMENT OF REPRESENTATIVE TO JOINT POWERS

INSURANCE AGENCY

PREPARED BY:

Kelly Molloy, Board Assistant

APPROVED BY:

Steven Palmer, PE, General Manager

BACKGROUND

The Georgetown Divide Public Utility District (GDPUD) is a member of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA). The ACWA JPIA is governed by the Board of Directors which is composed of one representative from each member agency.

DISCUSSION

As a member of the ACWA JPIA Board of Directors, the GDPUD Board of Directors must appoint one of its Directors as a representative to the ACWA JPIA. In addition, it must appoint at least one alternate who must be an officer, member, or employee of the GDPUD Board. The alternate has the authority to attend and participate in any meeting of the ACWA JPIA Board when the regular member is absent from the meeting. Currently, Dave Souza is the GDPUD appointee.

FISCAL IMPACT

This action has no fiscal impact.

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 appointing one representative from its own Board of Directors and one or more alternates to the ACWA JPIA Board for the 2020 calendar year.

ALTERNATIVES

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

ATTACHMENTS

- ACWA JPIA Board of Directors Member/Alternate Form
- 2. Resolution 2019

AGENDA ITEM 7.C.

Attachment 1

Form

JPIA Board of Directors - Member/Alternate

An excerpt from the JPIA Agreement:



"Article 7 - Board of Directors"

- (a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member, who shall be a Member director selected by the governing board of that Member. Each Member, in addition to appointing its member of the Board, shall appoint at least one alternate who shall be an officer, member of the governing board, or employee of that Member. The alternate appointed by a Member shall have the authority to attend and participate in any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.
- (b) Each Director or alternate of the Board shall serve until a successor is appointed. Each Director or alternate shall serve at the pleasure of the Member by which he or she has been appointed.

Please have your agency's Board of Directors designate a JPIA Director Representative and

(c) Each Director representing a Member, or his or her alternate, shall have one vote.

Alternate Representative.	
Member Agency:	
JPIA Director Representative:	
Must be a member of the agency's board of directors.	
Preferred mailing address:	
E-mail address:	
Phone number:	
Assuming office date:	
JPIA Alternate Representative:	
Preferred mailing address:	
E-mail address:	
Phone number:	

Please mail form to: Attn: Bobbette Wells, ACWA/JPIA, PO Box 619082, Roseville, CA 95661-9082

or FAX to: (916) 774-7040

AGENDA ITEM 7.C.

Attachment 2

Resolution

RESOLUTION NO. 2019-

OF THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT APPOINTING A REPRESENTATIVE AND ALTERNATE(S) TO THE JOINT POWERS INSURANCE AUTHORITY

WHEREAS, the Georgetown Divide Public Utility District ("GDPUD") is a member of the Association of California Water Agencies Joint Powers Insurance Authority ("ACWA JPIA"); and

WHEREAS, the ACWA JPIA is governed by a board of directors which is composed of one representative from each member agency; and

WHEREAS, as a member of the ACWA JPIA Board of Directors, the GDPUD Board of Directors must appoint one of its Directors as a representative to ACWA JPIA and must also appoint at least one alternate who must be an officer, member, or employee of the GDPUD Board; and

WHEREAS, the alternate has the authority to attend and participate in any meeting of the Board when the regular member is absent from the meeting.

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

1. 2.	Directorandas an a		as a representative to a ative to ACWA JPIA.	ACWA JPIA;
	District at a meeting	-	Directors of the George on the 10 th day of Dec	
AYES	S :			
NOES	S:			
ABSE	ENT/ABSTAIN:			
	oard of Directors N DIVIDE PUBLIC UTILIT	y District		

Attest:

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

CERTIFICATION

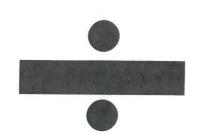
I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019—duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10th day of December 2019.

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



NEW BUSINESS ITEM 7.D.

REPORT TO THE BOARD OF DIRECTORS BOARD MEETING OF DECEMBER 10, 2019 AGENDA ITEM NO. 7.D.



AGENDA SECTION: NEW BUSINESS

SUBJECT:

APPOINT A BOARD LEGISLATIVE LIAISON

PREPARED BY:

Kelly Molloy, Board Assistant \ \

APPROVED BY:

Steven Palmer, PE, General Manager

BACKGROUND

Throughout the year, various groups such as Mountain Counties Water Resources Association (MCWRA), Association of California Water Agencies (ACWA), or California Special Districts Association (CSDA) will send out a call to action on a specific bill or issue that significantly impacts the Georgetown Divide Public Utility District (District). Formally letting policymakers know of the District's position on legislation is necessary to impact policy decisions made by the State.

The Board adopted Board Policy 320 – Guidelines for Developing Board Position on Proposed Legislation on January 9, 2018, and revised that policy on July 11, 2019.

The policy establishes the following guiding principles:

- Preserve local control
- Promote fiscal stability
- Support funding opportunities

The policy establishes the following procedure for taking a formal position:

- Whenever possible, the full Board of Directors should be given the opportunity to consider and adopt official positions formally before communication through letters or other means are prepared.
- In cases where urgent action is required, or when a Board of Directors meeting will not be held in time for the communication to be effective, communication on behalf of the District may still be sent if the following criteria is met:
 - Timing does not allow for full Board of Directors consideration.
 - The position is consistent with the Guiding Principles adopted as a part of this Policy.
 - The position is consistent with that of organizations to which the District is a member, such as ACWA.
 - The position and correspondence sent are communicated to the Board of Directors as soon as possible.
 - The position and correspondence have been reviewed and approved by the General Manager and the Board designated legislative liaison.

The policy requires that the Board designate one Director as the legislative liaison to review and approve legislative positions with the General Manager.

The policy also states that the District will not participate in, directly or indirectly, or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

DISCUSSION

The Board needs to appoint one Director to serve as the legislative liaison for calendar year 2020. Board President Dane Wadle currently serves as the legislative liaison.

FISCAL IMPACT

This action has no fiscal impact.

CEQA ASSESSMENT

This action is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) select a District legislative liaison to serve in the legislative capacity for 2020.

ATTACHMENTS

Board Policy 3230

AGENDA ITEM 7.D. Attachment 1 Board Policy 3230

Georgetown Divide Public Utility District 2019 **Policy Manual**

POLICY TITLE:

Guidelines for Developing Board Position on

Proposed Legislation

POLICY NUMBER:

3230

PURPOSE:

The purpose of the policy is to guide District officials and staff in considering legislative or regulatory proposals and to allow for a timely response to legislative issues important to the District, including letters from the President to the Legislature and/or Congress consistent with this policy.

Policy:

The Board of Directors recognizes the need to protect Georgetown Divide Public Utility's interests and local legislative authority and to identify various avenues to implement its strategic goals. It is the policy of the Georgetown Divide Public Utility District to proactively monitor and advocate for legislation as directed by the Guiding Principles and by the specific direction of the Board of Directors.

This Policy includes Board of Directors Guiding Principles and procedures for adopting and communicating official District positions on legislation, regulations, candidates for public office, or grant applications by or to other government bodies and for maintaining positive intergovernmental relations.

Guiding Principles:

Preserve Local Control

Preserve and protect the District's powers, duties and prerogatives to enact legislation and policy direction concerning local affairs, and oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

Promote Fiscal Stability

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve the District's revenue base and local control over local government budgeting, recognizing that economic cost is a determinate in considering the merits and/or impacts of any proposed legislation or regulation.

Oppose measures that make District's more dependent on the County, State or Federal Governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits. Oppose measures that shift local funds to the City, County, State or Federal Governments, without offsetting benefits.

Support Funding Opportunities

Support opportunities that allow the District to compete for its fair share of regional, state and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities could also include dedicated funding streams at the regional, state and federal

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levels that allow the District to maximize local revenues, offset and leverage capital expenditures, and maintain District goals and standards.

Advocacy Process and Procedures:

It is the policy of the Georgetown Divide Public Utility District to proactively monitor and advocate for legislation as directed by the Guiding Principles and by the specific direction of the Board of Directors.

This process involves interaction with federal, state and local government entities both in regard to specific items of legislation and to promote positive ongoing intergovernmental relationships. Such ongoing positive relationships are fostered by ongoing participation and involvement by the Board of Directors and District staff in national, state, and regional organizations and through ongoing communications and cooperation with local legislators. Therefore, to the extent practical, involvement in such organizations or efforts is encouraged and supported by the District.

Monitoring legislation is also a shared function of the Board of Directors and District staff. Board Members can request consideration of legislative positions to be placed on the Board Meeting Agenda. District staff is responsible to provide periodic updates on legislative proposals and recommendations for official District positions. In providing the necessary information to the Board of Directors, staff shall include the following:

- A basic summary of the legislation;
- How the legislation may impact the District, including potential fiscal impacts;
- Positions taken by other bodies including the California Special Districts Association (CSDA), Association of California Water Agencies (ACWA), Mountain Counties Water Resources Association (MCWRA), other districts or local agencies, and/or other relevant professional or nonprofit organizations; and
- Current status of the legislation.

Whenever possible, the full Board of Directors should be given the opportunity to consider and adopt official positions formally before communication through letters or other means are prepared. The President is authorized to sign letters on behalf of the Board of Directors once an official position is taken. Such communication should be in the form of letters unless other forms have been requested by a legislator or a body to which the District is a member, such as the ACWA.

For legislation, positions will generally be communicated initially to the author, the representative(s) of the District to the legislative body, and advocacy organizations to which the District belongs, such as the ACWA. As legislation progresses, further correspondence may be sent to pertinent legislative committee members, other legislators or to the Governor or President without additional action by the Board of Directors. Staff is responsible to provide periodic updates relating to the item once a position has been adopted by the Board of Directors.

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In cases where urgent action is required, or when a Board of Directors meeting will not be held in time for the communication to be effective, communication on behalf of the District may still be sent if the following criteria is met:

- Timing does not allow for full Board of Directors consideration.
- The position is consistent with the Guiding Principles adopted as a part of this Policy.
- The position is consistent with that of organizations to which the District is a member, such as ACWA.
- The position and correspondence sent are communicated to the Board of Directors as soon as possible.
- The position and correspondence has been reviewed and approved by the General Manager and the Board designated legislative liaison.

In addition to official District positions on legislation, regulations or grant applications, individual District Board Members, the General Manager, and members of the District's Management Team (Department Directors) may take a position on such items and communicate regarding those positions so long as they clearly indicate that the letter reflects their individual position and is not the position of the Georgetown Divide Public Utility District.

In no case shall a member of District staff, in the course of their professional role, take or communicate a position which is contrary to an official position of the District. Copies of any communication from an individual Board Member or District staff member shall be provided to the full Board of Directors for information.

Board Designated Legislative Liaison

The Board shall appoint one Director to serve as their Board Legislative Liaison. As described above, the role of the Board Legislative Liaison shall be to review and approve District position and correspondence that is prepared by Staff in response to calls to action that require urgent response.

Candidates for Public Office

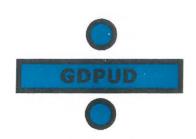
It is the policy of the Georgetown Divide Public Utility District not to participate in, directly or indirectly, or to intervene in (including by means of the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding these limitations, Georgetown Divide Public Utility District recognizes that individual Board Members and staff may wish to participate in the political process. Therefore, individual Board Members and staff may take a position on behalf of, or in opposition to, any candidate for public office and communicate regarding those positions so long as they clearly indicate that the position reflects their individual position and is not the position of the Georgetown Divide Public Utility District.



NEW BUSINESS ITEM 7.E.

REPORT TO THE BOARD OF DIRECTORS BOARD MEETING OF DECEMBER 10, 2019 AGENDA ITEM NO. 7.E.



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPROVE FIRST AMENDMENT TO EMPLOYMENT

AGREEMENT FOR STEVE PALMER, GENERAL MANAGER

PREPARED BY: Kerry A. Fuller, Esq., Deputy General Counsel

APPROVED BY: Barbara A. Brenner, Esq., General Counsel

BACKGROUND

The Georgetown Divide Public Utility District ("District") entered into an employment agreement for the position of General Manager with Steve Palmer on March 6, 2017 ("Agreement"). Mr. Palmer has been employed by the District as General Manager since that time. As part of the Agreement, the Board of Directors ("Board") provides Mr. Palmer with annual performance evaluations. Mr. Palmer's most recent performance evaluation was completed on November 18, 2019.

DISCUSSION

The District requires the services of a person with proven executive and administrative qualifications to fill the position of General Manager. The General Manager is the administrative head of the District under the direction and control of the Board. Mr. Palmer has served as the District General Manager since 2017. During the term of Mr. Palmer's service as General Manager, his compensation has not been increased.

The proposed amendment ("First Amendment") to the Agreement makes one change to the existing Agreement: increasing Mr. Palmer's compensation from \$155,000 annually to \$170,000 annually. The increase in annual compensation included in the First Amendment is a roughly 10% increase, largely providing a cost of living adjustment for the nearly three years of Mr. Palmer's service to the District. The increase in annual compensation would take effect as of December 1, 2019. All remaining terms and conditions of Mr. Palmer's employment remain the same.

FISCAL IMPACT

Mr. Palmer's compensation is included in the District budget. However, the increase in his salary was not included in the District's budget and may have some impact on the budget for the portion of fiscal year 2019-2020 that includes the increased salary.

CEQA ASSESSMENT

This action, approving the First Amendment to the Employment Agreement, is not a Project subject to CEQA.

RECOMMENDED ACTION

Staff recommends that the Board adopt the attached Resolution (Attachment A) authorizing the Board President to execute the First Amendment to the Employment Agreement.

ATTACHMENTS

- A. Resolution Approving the First Amendment to the Employment Agreement
- B. First Amendment to Employment Agreement
- C. Employment Agreement

AGENDA ITEM 7.E.

Attachment 1

Resolution Approving the First Amendment to the Employment Agreement for Steve Palmer for the position of General Manager

RESOLUTION NO. 2019-XX

OF THE BOARD OF DIRECTORS OF GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR STEVE PALMER FOR THE POSITION OF GENERAL MANAGER

WHEREAS, the Georgetown Divide Public Utility District ("District") operates on a day to day basis in part through and under the supervision of a General Manager, who is in charge of various administrative, public relations, personnel and general affairs of the District; and

WHEREAS, District executed an employment agreement with Steve Palmer on March 6, 2017, appointing Mr. Palmer as the General Manager of the District ("Agreement"); and

WHEREAS, Mr. Palmer has served as the District General Manager since the Agreement was executed; and

WHEREAS, the Agreement details the terms and conditions of Mr. Palmer's employment as the District's General Manager; and

WHEREAS, following Mr. Palmer's annual performance review, the Board of Directors and Mr. Palmer wish to amend certain provisions of the Agreement ("<u>First Amendment</u>"); and

WHEREAS, the Board of Directors seeks to approve the First Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that it approves the First Amendment, attached hereto as Exhibit A, and authorizes the President of the District Board of Directors to execute and enter into the First Amendment on behalf of the District.

The foregoing Resolution was passed and adopted by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10th day of December, 2019, by the following vote:
AYES: NOES:

Dane Wadle, President **Board of Directors** GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

ABSTAIN: ABSENT:

Steve 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 2019-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10th day of December 2019.

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

AGENDA ITEM 7.E.

Attachment 2

Frist Amendment to the Employment Agreement by and between Georgetown Divide Public Utility District and Steve Palmer for the position of General Manager

FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BY AND BETWEEN GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT AND STEVE PALMER FOR THE POSITION OF GENERAL MANAGER

This First Amendment to the Employment Agreement ("First Amendment") is made and entered into on this 10th day of December, 2019, by and between Georgetown Divide Public Utility District, a California public utility district ("Employer"), and Steve Palmer, an individual ("Employee"). Employer and Employee may be referred to hereinafter as a "Party" or collectively as the "Parties." There are no other parties to this First Amendment.

RECITALS

- A. The Parties entered into an Employment Agreement on March 6, 2017 ("Agreement"), which provides the terms and conditions of Employee's employment.
 - B. Employee has served as the District's General Manager since that time.
- C. Following the General Manager's annual performance review on November 18, 2019, the Parties seek to amend the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

- Section 1. <u>Incorporation of Recitals</u>. The recitals set forth above are incorporated herein by this reference and made a part of this First Amendment. In the event of any inconsistencies between the recitals and section 1 through 12 of this First Amendment, sections 1 through 12 will prevail.
- Section 2. <u>Effect of Original Agreement</u>. Except as otherwise provided herein, all provisions, defined terms, and obligations in the original Agreement remain in full force and effect. The Parties agree that they continue to be bound by all terms of the Agreement, except as modified by this First Amendment. All capitalized terms used in this First Amendment, which are not otherwise defined in this First Amendment, shall have the meanings given to such terms in the Agreement.
- Section 3. <u>Definition of Agreement</u>. The Agreement, attached hereto as Exhibit A, together with this First Amendment, collectively make and are defined together to collectively be the "Agreement".

- Section 4. <u>Effective Date.</u> This First Amendment shall become effective as of December 1, 2019 ("Effective Date").
- Section 5. Amendments. The Section 3.1, Base Salary, of the Agreement is replaced in its entirety by the following language:
 - **Section 3.1 Base Salary.** Employee shall be paid at a rate of One Hundred Seventy Thousand Dollars (\$170,000) ("Base Salary") per year. Payments will be made on regularly scheduled payroll dates and shall be subject to all applicable payroll withholdings. Such compensation shall be the only compensation the District pays, and the Employee receives, for Employee's services under this Agreement.
- Section 6. <u>Integrated Agreement</u>. The Agreement contains all of the agreements of the Parties and all previous understandings, negotiations, and agreements are integrated into the Agreement.
- Section 7. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this First Amendment 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 First Amendment, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.
- **Section 8.** Counterparts. This First Amendment 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 9. <u>Authority</u>. All Parties to this First Amendment warrant and represent that they have the power and authority to enter into this First Amendment 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 First Amendment have been fully complied with.
- Section 10. <u>Document Preparation</u>. This First Amendment will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.
- **Section 11.** <u>Advice of Legal Counsel</u>. Each Party acknowledges that it has reviewed this First Amendment with its own legal counsel and based upon the advice of that counsel, freely entered into this First Amendment.
- Section 12. <u>Attorney's Fees and Costs</u>. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this First Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the

court in the same action, or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

IN WITNESS WHEREOF, this First Amendment has been entered into by and between Employer and Employee as of the Effective Date.

EMPLOYEE	EMPLOYER	
Steve Palmer, an individual	Georgetown Divide Public Utility Dis California public utility district	strict, a
Steve Palmer	 By: Dane Wadle, President	
Date Signed:	 Date Signed: Approved as to Form:	
	By: Barbara A. Brenner, District Counsel	General
	Dated:	

AGENDA ITEM 7.E.

Attachment 3

Employment Agreement

Georgetown Divide Public Utility District General Manager

EMPLOYMENT AGREEMENT GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT GENERAL MANAGER

THIS EMPLOYMENT AGREEMENT ("<u>Agreement</u>") is made and entered into this 14th day of February 2017 ("<u>Effective Date</u>"), by and between the Georgetown Divide Public Utility District, a California public utilities district (the "<u>District</u>") and Steve Palmer ("<u>Employee</u>"), an individual. The District and Employee may individually be referred to herein as "<u>Party</u>" or collectively as "<u>Parties</u>". There are no other parties to this Agreement.

RECITALS

- A. The District has created the position of District manager ("General Manager"), pursuant to Public Utilities Code section 1611l(d), to be the administrative head of the District government under the direction and control of the District's Board of Directors ("Board").
- B. The District has been actively recruiting for the position of General Manager and has interviewed numerous qualified applicants.
- C. The Board has evaluated Employee's knowledge, experience, administrative skills and abilities, as evidenced in his professional background, and has determined that Employee is the best candidate within the District's General Manager salary range and is qualified to fill the position of General Manager.
- D. The Parties desire to execute this Agreement pursuant to the authority of, and subject to the provisions of, Government Code Section 53260 et seq. to appoint Employee as the General Manager forthe District.
- 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:
- Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

Section 2. Appointment of General Manager, Duties and Term

- Section 2.1 Appointment of General Manager. The Board hereby appoints Employee to the position of General Manager in and for the District to perform the function and duties of the General Manager as specified in this Agreement, and Employee accepts such appointment and employment pursuant to the terms of this Agreement.
- Section 2.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by one or both of the Parties ("Term"), as outlined in Section 15 of this Agreement.

- Section 2.3. General Manager Duties. For the Term, Employee shall perform the functions of the General Manager position in accordance with Public Utilities Code section 16114, the terms of this Agreement, and the District's General Manager job description, last ratified as of May 2001, which is attached hereto as Exhibit A. Employee's duties, responsibilities, and limitations as General Manager include, but are not limited to:
- A. Under administrative direction of the Board, Employee shall be in charge of the administrative public relations, personnel and general affairs of the District. Employee shall represent the Board's policies and programs with other employees, community organizations and the general public. Employee shall report to the Board as needed, including at regular and special meetings, work with other employees of the District, including preparation of contracts, review of budget requests and to make those recommendations reasonably necessary to run the District.
- B. Employee does not have authority to enter into any contract in excess of Ten Thousand Dollars (\$10,000.00) without the express consent of the Board. Employee has authority to enter into any contract up to Ten Thousand Dollars (\$10,000.00), which expenditure is set forth in the approved annual budget, consistent with District Ordinance 2012-18 or any modification thereto, which sets forth the General Manager's contracting authority.
- C. Employee shall conduct the business of the District and report to the District at general or other meetings noticed by the District. Employee shall otherwise have the responsibility and authority for operation of all works of the District, including its infrastructure, reservoirs, tanks, water treatment plants, water conveyance, water pipelines, and any and all other equipment and property. Employee shall be responsible for supervising and directing personnel at the District, including personnel actions. However, Employee shall not have the authority to alter the job position or compensation of any employee without express permission and consent of the Board.
- D. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the General Manager. Employee acknowledges receipt of a copy of the job description for General Manager for the Georgetown Divide Public Utility District, last ratified as of May 2001. Employee represents to have the time, skill and background in order to properly effectuate those job duties.
- Section 2.4 No Secondary Employment. Employee agrees to devote all of his productive time, ability and attention to the District's business. During the Term of this Agreement, Employee shall not hold secondary employment and shall be employed exclusively by the District, subject to any exceptions approved in writing by the Board. Provided, however, that Employee has the right to volunteer for such nonprofit organizations as he may see fit; and further provided that such volunteer services shall not interfere with his duties as General Manager.
- Section 2.5 Exempt Position. The position of General Manager is an exempt position for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). The general business hours for District employees are Monday through Friday, 7:45 a.m. to 4:30 p.m. This full-time employment will typically average forty (40) hours of work per week. Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings

and other District business. However, it is recognized by the Parties that Employee's hours may exceed forty (40) hours of work per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours which are necessary to fulfill the duties of the General Manager position.

Section 2.6 At-Will Employment. Employee is an "at will" employee serving at the pleasure of the Board, as provided in Public Utilities Code section 16112. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, by a three-fifths (3/5) vote of the Board.

Section 2.7 Probationary Period. Employee shall be subject to a six (6) month probationary period, commencing on the Effective Date of this Agreement, during which period the District may terminate Employee at any time, with or without notice, for cause or for the convenience of the District.

Section 2.8 No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed only by this Agreement, and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on his "at will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary actions, including termination, by the District.

Section 2.9 No Membership in Bargaining Unit. Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees

Section 3. Compensation.

Section 3.1 Base Salary. Employee shall be paid at a rate of One Hundred Fifty-Five Thousand Dollars (\$155,000) ("Base Salary") per year. Payments will be made on regularly scheduled payroll dates and shall be subject to all applicable payroll withholdings. Such compensation shall be the only compensation the District pays, and the Employee receives, for Employee's services under this Agreement.

Section 3.2 Health, Dental, and Vision Insurance Benefits. During the Term of this Agreement, the District agrees to contribute to basic medical insurance premiums, excluding dental and vision, in the following manner: (A) for the Employee only plan, the District will pay one hundred percent (100%) of the premium for the lowest plan available; (B) for the Employee plus one dependent plan or the Employee plus two or more dependents, the District shall pay the premium at the previous year maximum contribution rate and shall adjust up to ninety-three percent (93%) of the costs of the current year premium for the lowest plan available, as shown in Exhibit B, which is attached hereto. Notwithstanding the above, the District shall not pay for a premium increase that exceeds twelve percent (12%) of the previous year's premium. For dental and vision insurance, the District shall pay the premium for the Employee only, but coverage may be extended to Employee's dependents at the option and expense of Employee.

- Section 3.3 Life Insurance. The District shall pay for term life and accidental death and dismemberment insurance coverage for Employee with a death benefit equal to Employee's Base Salary, as provided in Section 3.1 of this Agreement.
- Section 3.4 Retirement Benefits. Employee shall be enrolled in the PERS 2% at 62 Plan with the three (3) highest year option. Pursuant to the Public Employees' Pension Reform Act, Employee shall contribute half of the District's normal cost rate of contribution to his PERS plan as his contribution portion. Employee's plan shall be integrated with Social Security and cost of living adjustments shall not exceed two percent (2%).
- Section 3.5 Deferred Compensation. Employee has been enrolled in the ICMA Deferred Compensation Plan. The District will contribute five percent (5%) of his Base Salary on an annual basis either throughout the year or annually, as determined by the District, to the ICMA Deferred Compensation Plan in addition to Employee's Base Salary.
- Section 3.6 Vacation Leave. Employee shall accrue vacation leave at a rate of 4.615 hours per biweekly pay period or up to a maximum of one hundred twenty (120) hours per year. The Employee may accrue up to a total of three hundred twenty (320) hours of vacation leave. Once Employee accrues the maximum three hundred twenty (320) hours of vacation leave, no additional accrual will occur until Employee's bank of vacation leave is reduced below three hundred twenty (320) hours. Employee will have forty (40) hours of vacation credited upon date of hire and available for use immediately as needed.
- Section 3.7 Sick Leave. Employee shall accrue sick leave at a rate of 3.69 hours for every biweekly pay period, up to a maximum of ninety-six (96) hours or twelve (12) work days per year. Employee shall begin accruing sick leave on the first day of his employment with the District. Employee will have forty (40) hours of sick leave credited upon date of hire and available for use immediately as needed.
- Section 3.8 Cellular Phone. The District shall provide Employee with a cellular phone for the Term of the Agreement, which shall be used for business calls. The District shall not be responsible for charges or fees incurred by Employee's use of the cellular phone for personal purposes.
- Section 3.9 Holidays. Employee shall be entitled to observe, with pay, the twelve (12) observed holidays as outlined in the District's Personnel Rules.
- Section 3.10 District-Related Business Travel Reimbursement. Employee's duties require that he have continuously available transportation for District business or other related purposes. Employee agrees to provide and utilize his own vehicle for District-related business. The District shall reimburse Employee for any District-related business travel at the Internal Revenue Service ("IRS") mileage rate, which may change from time to time.
- Section 14. <u>Performance Evaluation</u>. For the first year of this Agreement, performance evaluations shall be conducted following the end of the sixth (6th) and twelfth (12th) month following the Effective Date of this Agreement. After the first year of this Agreement, performance

evaluations, shall be conducted annually in November of each year. The process, at a minimum, shall include the opportunity for both parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, and (C) present a written summary of the evaluation results.

Section 15. Termination of Employment and Severance.

Section 15.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least sixty (60) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide at least three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 15.3 of this Agreement.

Section 15.2. Termination by the Board. The Board may terminate this Agreement and remove Employee from his position as the General Manager at any time, with or without cause, by a three-fifths (3/5) vote of the entire Board. Employee shall not be removed from office during or within a period of ninety (90) days following any general or special municipal election held at which a member of the Board is elected. Upon termination, for any reason, the District shall compensate Employee for all accrued vacation leave. This compensation shall be based upon Employee's salary as of the date of employment termination.

Section 15.3. Termination without Good Cause. In the event the District terminates this Agreement without cause, the District may elect to pay Employee up to a sum equal to three (3) months Base Salary ("Severance"). This potential Severance is subject to the restrictions of Government Code section 53260 which sets out the maximum amount of Severance pay that Employee may receive. Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District, pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees unless otherwise agreed to by the District and Employee. In the event the District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act.

Section 15.4. Termination for Good Cause. The District may at any time immediately terminate this Agreement for good cause as defined in this Section 15.4. If Employee is terminated for good cause, the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the District is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

- 1. Conviction of a felony;
- 2. Disclosing confidential information of the District;
- Unjustifiable and willful neglect of the duties described in this Agreement;
- 4. (redundant of #3);
- 5. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
- 6. Repeated and protracted unexcused absences from General Manager's office and duties;
- 7. Willful destruction or misuse of District property;
- 8. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
- Willful violation of federal, state or District discrimination laws;
- 10. Continued substance abuse which adversely affects performance of Employee's duties as General Manager;
- 11. Refusal to take or subscribe any oath or affirmation which is required by law; or
- 12. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of General Manager, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.

Notwithstanding any provision in this Agreement to the contrary, the Board may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 16. <u>Indemnification</u>. The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as General Manager in accordance with California's Tort Claims Act (Government Code § 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 17. Notices. Any notice or communication required hereunder between the District and Employee 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 or communication 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 (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) 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 the District Georgetown Divide Public Utility District

6425 Main Street

Georgetown, CA 95634 Tel: (530) 333-4356 Fax: (530) 333-9442

With a courtesy copy to: Churchwell White LLP

1414 K Street, Third Floor Sacramento, California 95814 Attention: Barbara A. Brenner, Esq.

Tel: (916) 468-0950 Fax: (916) 468-0951

If to Employee: Steven Palmer



Section 18. Exhibits. All "Exhibits" referred to below or attached to herein are, by this reference, incorporated into this Agreement:

<u>Exhibit Designation</u> <u>Exhibit Title</u> Exhibit A Job Description

Exhibit B Health Insurance Benefits

Exhibit C Personnel Policy

Section 19. General Provisions

Section 19.1 Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.

Section 19.2 Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 19.3 Assignment. No Party to this Agreement 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 hereto.

Section 19.4 Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party; hereto, shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 19.5 Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against, the drafting party does not apply in interpreting this Agreement.

Section 19.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 19.7 Venue. Venue for all legal proceedings shall be in the Superior Court of California for El Dorado County.

Section 19.8 Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

- **Section 19.9 Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- Section 19.10 Entire Agreement. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.
- Section 19.11 Supersedes Prior Agreements. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.
- **Section 19.12 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.
- Section 19.13 Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon, and inure to the benefit of, such Party, its successors and assigns.
- Section 19.14 Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.
- Section 19.15 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.
- Section 19.16 Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.
- **Section 19.17 Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

SIGNATURE PAGE DIRECTLY FOLLOWS

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and the DISTRICT as of the date of the Agreement set forth above.

DISTRICT:	EMPLOYEE:
Georgetown Divide Public Utility District, a California public utility district	By:
By: Lon Uso, President	Steve Palmer, an individual
Date Signed: 2/14/17	Date Signed: 1/27/17
Approved as to Form and Content:	
By: Marbara A. Brenner, District General Counsel	

EXHIBIT A – JOB DESCRIPTION

(The remainder of this page left blank intentionally.)

GENERAL MANAGER

Definition

Under administrative direction of the Board of Directors; to be in charge of the administrative, public relations, personnel, and general affairs of the District; to represent the Board's policies and programs with employees, community organizations, and the general public; to review budget requests and make recommendations to the Board on final expenditure levels; to be responsible for employer-employee relations; and to do related work as required.

The General Manager is appointed Clerk and ex officio Secretary of the Board.

Responsibilities of General Manager

- The Manager appointed by the Board of Directors shall have the responsibility and authority for the operation of all the works of the District. This includes \$200,000,000 of operating infrastructure: eighteen reservoirs and tanks, two water treatment plants, seventy miles of raw water conveyance, 200 miles of treated water pipeline, 3,500 services, and appurtenances in a 75,000 scre service area. Only the Manager's assistants and employees shall be permitted to operate District works unless otherwise directed by the Board of Directors.
- The General Manager is responsible for assisting the Board of Directors in accomplishing the Mission of GDPUD. It shall be the duty of the General Manager to enforce all provisions set forth in the rules, regulations, ordinances, and policies. Any person dissatisfied with any determination of the Manager shall have the right to appeal to the Board of Directors of the District.
- The District Manager shall employ such assistants and other employees, as he may deem necessary for the proper operation of the system subject to the approval of positions established by the Board of Directors and at rates of compensation fixed by the Board. The Manager shall delegate authority at his/her discretion. All persons employed in the operation and maintenance of the District facilities shall be under the manager's direction.

Examples of Duties

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- Serves as the Chief Administrative Officer for the District.
- In charge of preparing the annual operating budget, currently around \$2,400,000, making recommendations to the Board on final expenditure levels; reviews budget requests and recommends approval or disapproval.
- Oversees investments of short-term and long-term funds, currently totaling \$5,000,000.
- Has responsibility for District personnel matters, including employment procedures, grievances, classification and pay, training and employer-employee relations and negotiations.
- Makes decisions in emergencies which best serve the public health and safety of the people of the District.

- Represents the Board's policies and programs with employees, community
 representatives, and other government agencies, serving as liaison with State Water
 Resource Control Board, Central Valley Regional Water Quality Control Board,
 Department of Fish and Game, county Board of Supervisors, El Dorado County Water
 Agency, neighboring water districts, local fire districts, and other entities.
- Oversees the operation of onsite waste disposal systems on 1,100 home sites in the Auburn Lake Trails Onsite Waste Disposal Zone.
- Works directly with consultants and attorneys regarding personnel, water rights, and engineering matters.
- Provides advice and consultation on the development of District programs and policies.
- · Oversees office operation, billing, and customer relations.
- Oversees development of the Board Agenda for meetings.
- Oversees preparation of leases and agreements with other agencies.
- Oversees preparation of grant applications and maintains responsibility for proper administration of grants received.
- Oversees preparation for long-term capital improvement plans for financing.

Typical Physical Activities

- Travels frequently by automobile and occasionally by airplane in conducting District business.
- Communicates orally with District Board members, co-workers, and the public in faceto-face, one-to-one and group settings.
- · Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Sits for extended time periods.
- · Hearing and vision within normal ranges.

Special Requirements

Possession of an appropriate California operator's license issued by the State Department of Motor Vehicles. 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 insurance rates.

Employment Standards

Knowledge of:

- Principles and practices of public administration, including administrative analysis, fiscal planning, and control, and policy and program development.
- Laws, rules, ordinances, and legislative process controlling District functions, programs, and operations.
- Organization, operations, and problems of special districts.
- Research and evaluation methods.
- Budgeting principles and practices.

Knowledge of (continued)

- Cost estimating and contract administration.
- Public personnel administration, and employer-employee relations.
- Principles of supervision training and management.

Ability to:

- Plan, organize, coordinate, and direct the work of staff to achieve efficient operations and meet program goals.
- Prepare and administer District budgeting and fiscal control processes.
- Collect, organize, and analyze data on a variety of topics.
- Prepare concise and comprehensive reports.
- Oversee the preparation of Board agendas.
- Communicate well during public presentations.
- Exercise leadership, authority, and supervision tactfully and effectively.
- Evaluate and make recommendations on improvements to existing District operations, programs, and services.
- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, and policies.
- Effectively represent the District's policies, programs, and services with individual citizens, community groups, and other government organizations.
- Establish and maintain cooperative working relationships.

Desirable Education and Experience

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

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

Broad and extensive work experience in a management or administrative position in a public agency, requiring the responsibility for the formulation and implementation of programs, budgets, and administrative operations. At least two years of experience should have been in a management or supervisory capacity.

f:General Manager.doc/jl

EXHIBIT B – HEALTH INSURANCE BENEFITS

(The remainder of this page left blank intentionally.)

2017 OPEN ENROLLMENT September 30, 2016 to October 15, 2017

AFLAC

Contact:

Jennifer Dann 530-906-9387

ACWA Health Plan Premiums

Effective Date of Changes: January 1, 2017

Anthem Blue Cross of CA: www.anthem.com/ca
Kaiser: www.kp.org

	Employee Only	Employee + One	Employee + Family
Anthem Blue Cross Classic Plan (PPO)	\$904.75	\$1,844.36	\$2,479.72
Anthem Blue Cross Advantage Plan (PPO)	\$761.57	\$1,550.85	\$2,084.55
Anthem Blue Cross California Care (HMO)	\$915.61	\$1,821.34	\$2,518.76
Kaiser (HMO) Opti-	\$704.49	\$1,399.08	\$1,975.59
Kalser (HMO)	\$692.17	\$1,374.45	\$1,940.74

The 2017 District Contribution Caps are:

Employee Only 761.57 Employee + One \$1,442.29 Employee + Family \$1,938.63

If you would like to make a change in your insurance coverage, please let us know..

To get new enrollment cards by January 1st, make changes by October 15th.



GEORGETOWN DIVIDE PUBLIC UTILITIES

CONGRATULATIONS!

Follow these simple steps:

1. Select a provider. Select a participating vision care provider by visiting www.MESVision.com. Obtaining services from a Participating Provider will maximize your benefits.

2. Make an appointment. Call the Participating Provider of your choice to make an appointment and inform them of your vision

coverage.

You're done! Your doctor will take care of the rest. The Participating Provider will contact MESVision to verify your eligible benefits and submit a claim for payment for services covered by your plan.

If covered services are received from a non-participating provider, you are responsible for paying the provider in full. You or the provider must submit the itemized bill and a copy of your prescription with the Claim Form to MESVision. Reimbursement will be made to the insured person up to the schedule of allowances shown for non-participating providers.

LIMITATIONS

Contact Lenses and fitting except as specifically provided; Eyewear when there is no prescription change, except when benefits are otherwise available; Non-standard lenses, including, but not limited to; Progressive, Photochromic, hi-index, Polycarbonate, occupational lenses, beveled, faceted, coated or oversize; Tints other than pink or rose #1 or #2, except as specifically provided; Two pair of glasses in lieu of bifocals, unless prescribed; New-patient intermediate examinations: .When an Enrollee selects a different provider to perform the intermediate examination, the Enrollee will be responsible for the difference between the intermediate examination allowance and the comprehensive examination allowance. To maximize benefits, the patient should return to the original provider; Non-prescription (Plano) eyewear, when specifically except covered.

EXCLUSIONS

Any eye examination required by the employer as a condition of employment; Any covered services provided by another vision plan; Conditions covered by Workers' Compensation; Contact lens insurance of care kits; Frame cases; Covered Services which began prior to the Enrollee's effective date or after benefits have been terminated; Charges for which the Enrollee is not legally obligated to pay; Covered Services required by any government agency or program federal, state or subdivision thereof; Covered Services performed by a Close Relative or by an individual who ordinarily resides in the Enrollee's home; Covered Services obtained from a Non-Participating Provider, Medical or Surgical treatment of the eyes; Orthoptics, vision training or Subnormal or Low Vision Aids; Services that are Experimental or Investigational in nature; Services for treatment directly related to any totally disabling condition, illness or injury; Lenses or frames which are lost, stolen or broken will not be replaced, except when benefits are otherwise available; In connection with war or any act of war whether declared or undeclared; a condition or accident occurring while on full-time active duty in the armed forces or any country or combination of countries.

This is a brief outline of the plan and is not to be accepted or construed as a substitute for the provisions of the contract.

Benefits:

Co-pay: \$20

Comprehensive Vision Exam: One every 12 months Lenses* (Standard) One pair every 12 months

Frame:** One frame every 12 months

Contact Lenses:***

One pair every 12 months

The Policy provides full coverage for Covered Services when you go to a Participating Provider of the MESVision network. If Covered Services are provided by a Non-Participating Provider, charges will be paid, but not to exceed the following Schedule of Allowances.

"Standard" lenses (plastic) fit any frame with an eye size less than 61mm.

	Participating Provider	Non-Participating Provider
Comprehensive Examination	Covered	Up to \$ 40.00
Single Vision Lenses*	Covered	Up to \$ 40.00
Bifocal Lenses*	Covered	Up to \$ 60.00
Trifocal Lenses*	Covered.	Up to \$ 80.00
Progressive Lenses	Up to \$ 89.50	Up to \$ 80.00
Polycarbonate Lenses****	Up to \$ 75.00	Up to \$ 50.00
Aphakic Monofocal	Covered	Up to \$ 125.00
Aphakic Multifocal	Covered	Up to \$ 125.00
Frame**	Up to \$ 90.00	Up to \$ 45.00
Contact Lenses ***	-	
Medically Necessary	Covered	Up to \$ 210.00
Cosmetic or Convenience	Up to \$105.00	Up to \$ 105.00

** Participating Providers allow a selection of frames that retail up to \$90.00 with lenses that fit an eyesize less than 61 millimeters. If a more expensive frame is selected, you are responsible for the additional cost above \$90.00. If the lenses received are 61 millimeters or above, the charge for the oversize lenses is your responsibility. "The retail frame allowance will be converted to wholesale or warehouse equivalent prices at category or 6 provider locations (please refer to the Plan's website at www.MESVision.com). The wholesale or warehouse equivalent may be approximately 30% less than the retail frame allowance; please confirm this benefit before ordering your eyewear."

*** This benefit is in addition to the comprehensive vision examination, but in lieu of lenses and frame. If contact lenses are for cosmetic or convenience purposes, the Policy will pay up to \$105.00 toward the contact lens evaluation, fitting costs and materials. Any balance is your responsibility. If contact lenses are medically necessary, they are a fully covered benefit. Approval from MESVision is required. Please refer to your Policy if you require additional

****For Dependent Children through age 18

Discounts: A 20% discount is available for cosmetic extras, such as tints, coatings and other add-on charges to standard lenses, after Covered Services are rendered. The discount may be applied to charges for the frame or contact lenses (except disposable or replacement contact lenses) over the stated allowances. The 20% discount also applies to additional pairs of glasses and/or pairs of standard contact lenses. To determine whether a provider offers the 20% discount, an insured individual can review their Participating Provider Directory, call MESVision or visit www.MESVision.com-Discounts are available through TLCVision for conventional and custom LASIK procedures with the TLCVision Advantage Program.

> If you have any questions about your vision benefits, please contact Medical Eye Services at: PO Box 25209; Santa Ana, CA 92799 800/877-6372 or www.MESVision.com

Underwritten By:



Gerber Life Insurance Company A separate subsidiary of Gerber Products Home Office: White Plains, NY 10605



OBTAINING SERVICES IS EASY

With this vision plan, you have access to an extensive network of vision care providers in California and nationwide.* When you use a participating provider for your eye care, there's no additional charge for most services.

FOLLOW THESE SIMPLE STEPS:

- 1. Select a provider. Select a participating vision care provider by visiting
- 2. Make an appointment. Make an appointment with the Participating Provider of your choice and inform them of your vision coverage.
- 3. You're done! Your doctor will take care of the rest. The Participating Provider will contact MESVision to verify your eligible benefits and submit a claim for services covered by your plan.

At your appointment, you will pay any applicable copayment and optional eyewear costs (if any). If you select a Participating Provider, the provider will submit the claim. If you select a Non-Participating Provider, please mail your completed claim form to P.O. Box 25209, Santa Ana, CA 92799-5209. We recommend that you file your claim within 3-6 months from the date of service. Submitting your claim later than this may result in a submission deadline denial.

WHAT YOUR VISION PLAN COVERS

Service and eyewear	Coverage when provided by participating provider	Maximum payment when provided by non-participating provider
Exam Copay \$20.00		
Annual examination - eve	ery 12 months ¹	
Ophthalmologic exam	100%	\$40.00
Optometric exam	100%	\$40.00
Standard lenses ² - every	y 12 months	
Single	100%	\$49.00
Bifocal	100%	\$60.00
Trifocal	100%	\$80.00
Aphakic monofocal	100%	\$125.00
	100%	\$125.00
Aphakic multifocal Progressive (no line bifocal	Up to \$89.50	\$80.00

	Service and eyewear	Coverage when provided by participating provider	Maximum payment when provided by non-participating provider
	Polycarbonate lenses for cov	vered dependent children (through 18)	2 × .
	Single	Up to \$75.00	\$50.00
3	Bifocal	Up to \$75.00	\$0.00
¥3)	Standard frame - every 1	2 months ⁴	
IT.	Standard frame	Up to \$90.00	\$45.00
	Contact lenses ⁷ - every 1	2 months	many many many many many many many many
	Elective (Cosmetic/Convenience) ⁵	Up to \$105.00	\$105.00
	Non-Elective (Medically nece		
*	Hard	100%	\$210.00
	Soft	100%	\$210.00

^{*} Nationwide vision providers are available by arrangement through MESVision. Please visit our website www.mesvision.com to search for providers by state, city zip code or name.

General Exclusions and Limitations

For additional Exclusions and Limitations, please see your Evidence of Coverage or Certificate of Coverage. Benefits are not provided (unless exemptions to the following exclusions are made elsewhere) for:

- Any eye examination required by the employer as a condition of employment;
- Any covered services provided by another vision plan;
- · Conditions covered by workers' compensation;
- Covered services for which the vision plan member is not legally obligated to pay;

¹: The comprehensive eye examination is considered a separate service from a contact lens evaluation and fitting.

^{2:} Standard lenses fit any frame with an eye size of 61 mm.

⁴: Retail frame benefits will be converted to wholesale-equivalent prices at certain provider locations, see provider directory or MES*Vision* website at www.mesvision.com.

⁵: In lieu of other eyewear, except when specifically provided. Disposable contact lenses should be purchased up to the maximum allowance. Any cost over contact lens allowance is a patient responsibility.

⁶: One pair, in lieu of other eyewear, except when specically provided. A report from the provider and approval from MES*Vision* is required.

^{7:} Contact allowance per pair. For most plans, the contact lens allowance includes the fitting, evaluation, and materials. As a result, the amount available for contact lens materials is reduced by the contact lens fitting and evaluation charges.

- Covered services required by any government agency or program, federal, state or subdivision thereof;
- Covered services performed by a close relative or by an individual who ordinarily resides in the vision plan member's home;
- Medical or surgical treatments of the eyes;
- Non-prescription (plano) eyewear or sunglasses, except when specifically provided;
- Low vision testing orthoptics, subnormal vision aids or vision training, except when specifically provided;
- Contact lenses and contact lens fitting, except as specifically provided;
- Eyewear for which there is no prescription change, unless benefits are otherwise available;
- Replacement of lenses or frames which are lost, stolen or broken, except at the normal intervals;
- Additional charges for custom lens options (progressive, polycarbonate, photochromic, tints, coatings, etc.) are a patient responsibility.

This is only a summary of benefits. Please refer to the plan contract and the Evidence of Coverage or Certificate of Coverage for a detailed description of covered benefits and limitations.

Legal Notice | PRIVACY POLICY

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GROUP POLICY RENEWAL

Premier Access Insurance Company 8890 Cal Center Drive Sacramento, CA 95826

EMPLOYER NAME:

Georgetown Divide Public Utility District

POLICY NUMBER:

POLICY RENEWAL TERM:

Apr/01/2016 Through Mar/31/2017

RATES

IVAILO		 		
Tier	Number of Employees	Current Rates		newal Rates
EE Only	8	\$ 55.78	\$	55.78
EE + Spouse	0	\$ 125.47	\$	125.47
EE + 1Child	1	\$ 125.47	\$	125.47
EE + Children	2	\$ 195.27	\$	195.27
EE + Family	5	\$ 195.27	\$	195.27
TOTAL	16	\$ 1,938.60	\$	1,938.60

Custom PPO Plan 10124

Benefits	Premier Choice Network	Preferred Provider Network	Non- Network Provider*
CLASS I - Preventive	100%	100%	100%
CLASS II - Basic	100%	100%	90%
CLASS III - Major	70%	60%	60%
Calendar Year Deductible	\$25	\$50	\$50
Waived for Class I?	Yes	Yes	Yes
Calendar Year Maximum	\$1,500	\$1,500	\$1,500
CLASS IV - Orthodontia	No Orthodontia		
	NA	-	-
Orthodontia Lifetime Max	-	-	-

Benefit Waiting Periods No Benefit Waiting Period for MAJOR services for those with similar PRIOR group coverage. (+)

* Covered charges are based on the lower of: 1) the dentist's actual charge for the service, 2) the dentist's usual charge for the service, 3) or the UCR amount for the service based on the 90th percentile of dentists in the same geographic area.

(+) Benefit	Waiting	Period	on	MAJOR	services
-------------	---------	--------	----	-------	----------

- With no current similar group coverage: 12 Months

Renewal Rates are based on the benefits and plan provisions of the prior Group Policy issued by Premier Access, unless changes otherwise noted for the Policy Renewal Term. If this Group Policy Renewal is accepted, this signed acceptance will become part of the original Group Policy. Payment of monthly premiums according to the Renewal rates will represent acceptance of the Renewal in place of a signed acceptance.

The Applicant has approved the Renewal and accepts its terms.

Dated_____ Authorized Employer Signature ___

The state of the s

00000 112 163 current || Analysis 1604 20131212 newstartort Print Name and Title ___ 22 =

Underwriting dt52

⁻ With proof of current similar group coverage: NONE



GROUP POLICY RENEWAL

Premier Access Insurance Company 8890 Cal Center Drive Sacramento, CA 95826

EMPLOYER NAME: POLICY NUMBER: POLICY RENEWAL TERM: Georgetown Divide Public Utility District 3549

Apr/01/2016 Through Mar/31/2017

RATES

KAIES		 		
Tier	Number of Employees	Current Rates	Ren	ewal Rates
EE Only	0	\$ 55.78	\$	55.78
EE + Spouse	0	\$ 125.47	\$	125.47
EE + 1Child	0	\$ 125.47	\$	125.47
EE + Children	0	\$ 195.27	\$	195.27
EE + Family	0	\$ 195.27	\$	195.27
TOTAL	0	\$	\$	•

DHMO Plan 500

		3 1
	Covered Procedures	Copays
120	Periodic Oral Evaluation	\$0.00
150	Comprehensive Oral Eval.	\$0.00
210	intraoral-Compl Ser Incl Bitewings	\$0.00
274	Bitewings-Four Films	\$0.00
1110	Prophylaxis-Adult	\$0.00
2140	Amalgam-One Surface	\$0.00
2150	Amalgam-Two Surfaces	\$0.00
2160	Amalgam-Three Surfaces	\$0.00
2330	Resin-One Surf. Anterior	\$0.00
2750	Crown-Porc.Fused To Hi Noble Metal	\$165.00
2751	Crown-Porc.Fused To Predom Base Metal	\$16 5.00
2752	Crown-Porc.Fused To Noble Metal	\$165.00
3330	RC Therapeutic-Molar Exclus. Final Rest.	\$250.00
4341	Periodontal Root Planing - per Quad	\$25.00
7210	Surg. Removal of Erupted Tooth	\$25.00

If this Group Policy Renewal is accepted, this signed acceptance will become part of the original Group Policy. Payment of monthly premiums according to the Renewal rates will represent acceptance of the Renewal in place of a signed acceptance.

premiums according to the Renewal rates will reprocess to the renewal rate of the renewal rates will reprocess to the renewal rate of the renewal rate	
The Applicant has approved the Renewal and accepts its terms.	
Print Name and Title	
Authorized Employer Signature	
Dated	.00000 .112 .163 .current Analysis 1604 20131212 newstartorl

EXHIBIT C - PERSONNEL POLICY

(The remainder of this page left blank intentionally.)

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PERSONNEL MANUAL

2000

I. GENERAL PERSONNEL POLICIES

The Georgetown Divide Public Utility District recognizes the need to recruit and retain high quality, responsible employees for the efficient and economical operation of the District. To this end, the following rules, regulations and benefit programs have been established.

This policy shall apply only to regular District employees. Government-funded employees shall be governed by the policies dictated by the government for the program involved.

II. DEFINITIONS

- A. Anniversary Date shall mean the first day the employee was employed.
- B. <u>Continuous Service</u> shall mean service commencing with the employee's anniversary date and continuing until broken by resignation or dismissal.
- C. <u>Demotion</u> shall mean a decrease in the duties and responsibilities assigned to an employee and a downward change in his classification and salary range.
- D. <u>Full Time</u> shall mean eight hours per day and five days per week, excepting holidays.
 - E. Holiday shall mean any holiday recognized by the District.
- F. Hourly Employee shall mean any employee that is compensated at an hourly rate.
- G. <u>Permanent Employee</u> shall mean any employee who has served the District continuously for six months and is not on probation.
- H. <u>Promotion</u> shall mean an increase in the duties and responsibilities assigned to an employee and an upward change in his classification and salary range.
- I. <u>Reclassification</u> shall mean a change in the duties and responsibilities assigned to an employee and a change in his classification while remaining in the same salary range.

III. CLASSIFICATION

Classifications and job descriptions have been established for each position within the District to provide a basis for equitable remuneration according to duties and responsibilities and to be in conformity with similar agencies.

The District Manager may recommend to the Board of Directors the creation of new classifications and the abolition of existing classes as the need may develop.

The District Manager shall, at each budget session, recommend to the Board of Directors an appropriate salary range for each class.

IV. APPOINTMENTS

All appointments under the civil service system shall be made solely on the basis of integrity, character, merit, fitness, and competitive written and/or oral tests without regard to partisan, political, social or other considerations, and shall be made from lists of eligibles prepared by the General Manager.

When no list of eligibles is available for a position in the class requisitioned by the division head, the General Manager may make a non-civil service appointment for a period not to exceed six months and only until a regular appointment can be made.

The General Manager may make appointments to higher positions exclusively promotional by tests from lower ranks.

Every appointee to a permanent position shall be on probation for six months, except that the General Manager may establish a probationary period for up to 12 months for professional, scientific, administrative, management, or executive positions. The General Manager may terminate the appointment during the probationary period. If the appointment is not then terminated, it shall be permanent.

V. RESIGNATION

An employee may resign in good standing by submitting a letter of resignation to the department head at least two weeks before it is to become effective. In extenuating circumstances, the department head may agree to shorter notice.

VI. PROMOTION, DEMOTION, RECLASSIFICATION

The District Manager may, when authorized by the Board of Directors, promote or demote an employee within his classification or reclassify an employee by written and/or oral test and according to the employee's performance or the needs of the District.

VII. DISMISSAL

No employee may be removed, discharged, or suspended without pay, except for cause. Prior to discharging, removing, or suspending without pay a permanent employee, the District Manager or his/her designee, shall provide the employee with a written Notice of Intent to Discipline setting forth the intended action of the District and stating the reasons for the intended discipline. Within five (5) working days of receipt of the Notice of Intent to Discipline, the employee may schedule a "Skelly" hearing with the District Manager or his/her designee. Failure of the employee to request the Skelly hearing may result in the District Manager or his/her designee taking the intended disciplinary action without the hearing.

The District Manager or his/her designee may dismiss, or suspend for 15 days without pay, an employee for any of the following reasons:

- a. Drunkenness on duty
- b. Willful disobedience
- c. Fraud in securing employment
- d. Dishonesty
- e. Conviction of a felony or misdemeanor
- f. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with his employment.
- g. Participation in any illegal activity while on duty.
- h. Job abandonment. An employee shall be deemed to have abandoned his/her job and may be dismissed if such employee fails to report for duty, and while able to notify the District office, fails to do so for two consecutive working days or if such employee fails to give notice or report for duty within two consecutive working days following expiration of a leave of absence.
- Refusal or inability to perform the work established in the employee's job description.
- j. Any and all acts or threats of violence toward employees or officers of the District, or toward the general public.
- k. Any and all acts or conduct tending to bring the reputation of the District into disrepute or, that in the opinion of the District Manager, are so severe as to warrant immediate disciplinary action.

Section VII amended 2/11/00

The following require three (3) corrective interviews prior to dismissal or suspension:

- a. Incompetence
- b. Inefficiency
- c. Neglect of duty
- d. Insubordination
- e. Addiction to the use of narcotics or habit-forming drugs
- f. Inexcusable absence without leave
- g. General misconduct
- h. Immorality
- i. Discourteous treatment of the public or other employees
- j. Improper political activity
- k. Misuse of District property
- I. Misuse of slck leave
- m. Any other failure of good behavior or acts either during or outside of duty hours, which are incompatible with or inimical to the public service.

The District Manager or his/her designee shall give or mail the employee written notice of the determination made at the Skelly hearing not later than five (5) working days after the hearing.

A corrective interview may be processed by the department head at any time as the need occurs providing it is initiated and presented to the employee involved within seven (7)

working days of the incident. The employee may add his personal comments to the interview form.

VIII. LAY OFF

The District Manager may lay off an employee for lack of work or lack of funds.

IX. RIGHT OF APPEAL

A permanent employee may appeal a demotion, dismissal, or suspension without pay by following the procedure outlined below. An employee with less than six (6) months continuous employment with the District shall not have a right of appeal.

- 1. Within five days of receiving the "Skelly" determination to remove, discharge, or suspend without pay, any employee shall file a written request to appeal the decision with the General Manager or his/her designee. Failure to file a written request to appeal shall result in implementation of the "Skelly" decision.
- 2. When an appeal is filed, the General Manager shall immediately schedule an appeal hearing before the Board of Directors to hear and determine such charges and shall notify the person accused of the time and place when the charges will be heard by mailing a notice to his/her last known address.
- 3. The Board shall hear evidence at the hearing and make such decision as it deems just and may among other things order the employee discharged, suspended, or reinstated. The Board shall render its decision in writing and their determination shall be final. This appeal procedure shall not supersede any state of federal law.

X. SAFETY

It is the responsibility of all District personnel to conduct District business in the safest possible manner. Any condition considered unsafe must be reported at once to the Safety Officer.

Employees are required to wear any and all protective clothing and to use any and all protective devices as directed by their supervisor or the Safety Officer.

All job-incurred accidents or injuries MUST BE REPORTED TO THE SUPERVISOR or the SAFETY OFFICER and to the OFFICE IMMEDIATELY.

Failure to comply with safety regulations may be cause for dismissal.

XI. DISTRICT VEHICLES

District vehicles are to be used for authorized business only and are to be operated by authorized personnel possessing a valid California Driver's License. Unauthorized persons (i.e. spouses, children, etc) are not permitted in District vehicles.

Only those persons subject to 24-hour maintenance call are authorized to drive District vehicles home. Alcoholic beverages, of any kind, are not permitted inside a District vehicle.

As the use of a District vehicle in and out of normal working hours is subject to public scrutiny, all employees should make every attempt to minimize speculation regarding its use and drive with courtesy and safety at all time.

XII. PERSONAL VEHICLES

The use of personal cars for District business must be authorized by the manager. Reimbursement will be made for mileage when submitted on the approved mileage form. Under no circumstances shall an employee obtain gasoline or repairs for a personal vehicle at District expense.

XIII. FRINGE BENEFITS

A. Sick Leave

- 1. Every person who is a full-time, permanent employee of the District shall be entitled to receive 8 hours of sick leave with pay for each full calendar month of regular employment. Permanent employees shall accrue sick leave credit from their first day of employment, but cannot use prior to their reaching permanent status, or 6 months of full-time employment.
- 2. Part-time or hourly employees who have served continuously for six (6) months shall be entitled to one (1) hour of sick leave for each thirty (30) hours of actual work, not to exceed one thousand, four hundred forty (1,440) hours.
- 3. If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, he/she shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.
 - 4. Sick leave may be taken for:
- a. An employee's illness or injury. Leaves of more than three (3) days for this reason may require a doctor's or licensed practitioner's certificate indicating absence from work was necessary.
- b. An employee's dental, eye or other physical or medical examination or treatment by a licensed practitioner and illness of other family members (as defined in "c" following) requiring the presence of the employee. Unless otherwise approved, leaves for this purpose are limited to four (4) hours in any one workday.
- c. Death or illness in the immediate family. Up to three (3) days absence with pay will be allowed annually when death or illness occurs in an employee's immediate family, which shall include spouse, parents, brother, sister, children and grandchildren. The payment shall be deducted from sick leave.
 - 5. An employee shall notify his/her supervisor before 8:15 a.m. if sick.
- 6. Planned sick leave...time of taking sick leave for medical services must be coordinated with the supervisor to meet the District work load.

- 7. When an employee is absent by reason of injury arising out of, and in the course of, his employment with the District, and is eligible for WORKER'S COMPENSATION, the employee shall receive sick leave benefits for the duration of temporary absence. An employee will receive his salary less the disability insurance benefit received. Sick leave is reduced only by the net amount of District wages paid. Should the employee's sick leave benefits become exhausted and the employee is still disabled, he is entitled to any and all further disability monies received. (Note: Worker's Compensation and SDI benefits are tax-exempt.)
- 8. When an employee is absent by reason of a non-occupational injury or illness, the employee is eligible for State Disability Insurance. Accrued sick leave/vacation shall be coordinated with SDI benefits. The employee will receive his/her salary less the disability insurance benefit received. Sick leave is reduced only by the net amount of District wages paid.
- 9. Employees with five (5) or more years of service, retiring under the Public Employees' Retirement System, shall receive retirement credit for unused sick leave at the rate of .004 years retirement credit for each day of accumulated unused sick leave.
- 10. Employees otherwise terminated shall receive no compensation for unused sick leave.

B. Vacation Leave

1

- Employees of the District shall be entitled to vacations with pay as follows:
- a. Beginning the first day of permanent employment through twelve (12) months, vacation benefits are accrued but cannot be used. On each anniversary date thereafter, an employee will accrue and be entitled to twelve (12) days of vacation.
- b. Beginning with the <u>sixth</u> year of service and each anniversary date thereafter, an employee will accrue and be entitled to fifteen (15) days of vacation pay.
- c. Beginning with the <u>eleventh</u> year, one additional day of vacation time for each year of service between the 11th and 14th years; beginning with the 11th year an employee will accrue an additional day as follows:

11 years 16 days of vacation 12 years 17 days of vacation 13 years 18 days of vacation 14 years 19 days of vacation 15 years 20 days of vacation

- c. Beginning with the <u>sixteenth</u> year of service and each anniversary date thereafter, an employee will accrue and be entitled to twenty (20) days of vacation pay.
- d. Beginning with the <u>twentieth</u> year of service and each anniversary date thereafter, an employee will accrue and be entitled to twenty-five (25) days of vacation pay.

- 2. Permanent <u>hourly</u> employees earn vacation pay at the rate of 8 hours for every 173.33 hours worked.
- 3. Coordination of Time-Off Work for All Employees All leave (vacation, compensated, or other) must be approved in advance by the employee's immediate supervisor and the General Manager. Application for leave forms will be available in the office. The vacation leave will be posted to the calendar and filed with the payroll clerk. For leave which will extend over 2 days, a minimum of one week's advance notice is required. It will be the responsibility of each supervisor to coordinate his employee's time-off, as well as his own time-off, to insure that adequate coverage is maintained at all times.
- 4. Each employee is expected to use his/her full vacation each year, if at all possible. If the full vacation is not used in a given year, the employee subject to the approval of the manager, may request the unused portion to be accumulated to his credit, provided that at NO TIME SHALL HE HOLD MORE THAN 30 DAYS OF VACATION CREDITS. "Notwithstanding the foregoing, the General Manager may accrue up to 60 days of vacation credits. (*amended 3/9/99)
- 5. Upon termination of employment, the employee will be paid a lump sum for all accrued vacation earned to date.
- 6. A legal holiday as recognized by the District that falls during an employee's vacation shall not be charged as vacation.

C. Holidays

1. District employees, except as otherwise provided herein, will be entitled to the following holidays off with pay:

New Year's Day Martin Luther King's Birthday President's Day Memorial Day Independence Day Labor Day

Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Day Day After Christmas

- 2. If a holiday falls on a Sunday, the following Monday shall be deemed the holiday in lieu of the day observed. If the holiday falls on a Saturday, the previous Friday will be observed.
- 3. All holidays, as set forth herein, shall have payment therefore guaranteed. This means that if a holiday falls on an employee's normal day off, the employee will be relieved from work, subject to the needs of the District, the <u>previous or following workday</u>.
- 4. If an employee is absent from work on either the workday prior to the holiday or the workday following the holiday, without permission or a bona fide reason, he/she will not receive pay for the holiday.

5. Employees called out to work on holidays will be paid overtime for the hours worked. The maximum combination of salary shall not exceed two and one-half (2½) times base rate in any event.

D. Miscellaneous Leaves With Pay

If an employee is required to serve <u>Jury Duty</u>, appear as a witness, or required to attend court concerning District business, he/she shall be granted pay for that period. Any extra compensation, except mileage, received by the employee shall be remitted to the District.

E. Leave of Absence

The General Manager may, in writing grant an employee a leave of absence without pay for a period not to exceed three months. A longer leave of absence may be granted by the Board of Directors.

F. Absence

Notification as to the cause of absence will be required. Personal business will not normally be considered authorized absence, and the employee will not normally be paid for such time off.

G. Insurance

Worker's Compensation Insurance is available to all employees to cover all job-incurred sickness or injuries. State Unemployment Insurance covers unemployment when you are no longer a District employee. State Disability Insurance (SDI) covers an employee on a daily rate when hospitalized for a non-occupational injury or illness, (see Item 8 under Sick Leave), and covers an employee when sick leave runs out. All employees are provided coverage by the United States Social Security Act (FICA).

Blue Cross Hospital and Major Medical Insurance (since July 1, 1982) is paid for the employee and dependents. Coverage begins the 15th of the month following the first full month of permanent employment.

Dental and Optical Insurance is available to all permanent full-time employees and their dependents in accordance with the plan approved by the Board of Directors. Since July 1, 1984 the \$600 dental/optical limit per employee/family in increased by the annual Consumer Price Index (CPI); and a 20% deductible on all optical services was implemented. The employee must have a dental checkup each year to maintain or advance his dental coverage percentage. An employee must be employed six (6) months before the dental/optical plan becomes available to him/her at 70%, advancing 10% each year up to 100%.

Life Insurance is available in accordance with the plan approved by the Board of Directors, to all permanent employees and their dependents who have served six (6) months continuous employment. Cost of the dependent coverage is paid by the employee.

H. Retirement Program

The Public Employee's Retirement System (PERS), as determined by agreement between the District and the Public Employee's Retirement System, is a mandatory retirement program for all permanent full-time employees. The plan provides for an employee's income when he retires. As an additional benefit to the employee (since 6/11/79) the District contributes the employee's share. The program takes effect the first day of permanent full-time employment.

I. Group Meetings

Directors and key personnel may attend meetings of technical, trade, or professional groups at District expense when authorized by the Board of Directors or the General Manager. The cost of the expenses incurred by the employee will be reimbursed by the District.

J. Conventions

Directors and key personnel may attend conventions on an expense basis when authorized by the Board of Directors.

XIV. KEY PERSONNEL

Those employees subject to standby and/or emergency service calls shall refrain from other forms of public service (i.e. fire departments, sheriffs reserve, etc.) that, by their very nature, might provide a conflict with the performance of said duties.

XV. NONDISCRIMINATION AGREEMENT

The District shall comply with all provisions under Title VI, Civil Rights Act of 1964 Nondiscrimination Agreement.

XVI. EQUAL OPPORTUNITY AGREEMENT

The District shall comply with all provisions pursuant to the rules and regulations of the Secretary of Labor issued under the Authority of Executive Order 11246, as amended.

XVII. OVERTIME

Overtime compensation shall be paid at the rate of one and one-half times the regular rate of pay, and is defined as: time worked in excess of (40) hours in a week.

XVIII. STANDBY PAY (effective 7/1/00)

Establishment of Standby pay at \$15 per weekday, \$20 per weekend day, and \$25 per holiday for those employees required to carry a pager and respond after work hours, weekends and holidays.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT SEXUAL HARASSMENT POLICY

- 1.0 Purpose. It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It is, therefore, the policy of the Georgetown Divide Public Utility District that sexual harassment is unacceptable and will not be tolerated.
- 2.0 <u>Definition</u>. Sexual harassment is generally defined as unsolicited and unwelcome sexual advances of a severe and/or pervasive nature, be they written, verbal, physical and/or visual, that usually occurs when:
- 2.1 Submission to that conduct or communication is made either explicitly or implicitly a term of condition of employment;
- 2.2 Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decisions affecting the employee; or,
- 2.3 Such conduct or communication has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive work environment.
- 3.0 <u>Definition Examples</u>. Sexual harassment manifests itself in many forms. The following are a few examples of sexual harassment:
 - 3.1 Written sexually suggestive or obscene letters, notes or invitations.
- 3.2 Verbal: sexually derogatory comments, slurs, jokes, remarks or epithets.
- 3.3 Visual: leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters.
- 3.4 Physical: assault, attempted rape, impeding or blocking movement, or touching.

3.5 Other:

- 3.51 Sexual advances which are unwanted (this may include situations which began as reciprocal attractions, but later ceased to be reciprocal).
- 3.52 Women in nontraditional work environments who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.
- 3.53 Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have acquiesced to sexual advances).
- 3.54 Implying or actually withholding support for appointment, promotion, transfer or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.
 - 3.55 Reprisals or threats after negative response to sexual advances.
- 4.0 <u>Policy Publicizing</u>. All employees shall be informed of the District's sexual harassment policy and complaint process prior to their need to know, and again when any complaint is filed. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.
- 4.1 All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by the Office Manager.
- 4.2 Within three (3) working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees rein forming them of the District's sexual harassment policy.
- 5.0 <u>Complaint Process</u>. Any employee who believes they are the victim of sexual harassment may file a formal or informal confidential complaint without fear of reprisal or embarrassment.
- 5.1 An informal complaint is made verbally by the employee to his/her immediate supervisor. Although filing the complaint with sald immediate supervisor is preferred, the employee is free to file his/her complaint with any supervisorial employee.
- 5.2 A formal complaint is made in writing, using the "Employee Grievance Form," attached hereto as "Appendix A," and made a part hereof. Said form should be submitted by the employee to his/her immediate supervisor. Although submitting the formal complaint with said immediate supervisor is preferred, the employee is free to submit his/her formal complaint with any supervisorial employee, or with the President of the Board of Directors if the employee's immediate supervisor is the General Manager and the General Manager is unavailable or personally involved in said complaint.
- 6.0 <u>Complaint Response Process</u>. Any supervisorial employee who receives a formal or informal sexual harassment complaint shall at all times maintain the confidentiality

of the complainant and shall personally tell or deliver said complaint immediately and directly to the General Manager or to his/her designee if the General Manager is unavailable.

- 6.1 Within twenty-four (24) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall be conducted by the General Manager, or his/her designee.
- 6.2 A written record of any investigation of an alleged sexual harassment shall be maintained. Findings will be sent to the General Manager.
- 6.3 All discussions resulting from said investigation shall be kept confidential.
- 6.4 The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.
- 7.0 <u>Disciplinary Procedures and Sanctions</u>. Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General **Manager** against the harasser where sexual harassment is found. Whatever punishment is meted out to the harasser shall be made known to the victim of the harassment.
- 7.1 Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment.
- 7.2 Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims.
- 7.3 Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

Appendix "A"

SEXUAL HARASSMENT COMPLAINT FORM GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Any individual employed by GDPUD who feels he/she is the victim of sexual harassment may use this form to file a complaint.

Employee's Name:		
Statement of complaint:		
Circumstances involved:		
Directinistances thyotyed,		
Decision rendered by the informal conference;		
		-
	The control of the desire of the control of the con	
Specific remedy sought:		
signature of employee	Date	
- Granna as assistant an	MANU	
Received hiv	Date	

GDPUD SUBSTANCE USE AND FITNESS FOR DUTY POLICY

POLICY STATEMENT:

It is GDPUD's commitment to provide a safe and productive work environment for its employees, to reflect a proper demeanor to its customers and to be cognizant of its responsibility for public safety. Therefore, the District requires its employees to work free from the effects of substances- including alcohol, illegal drugs or other non-medically prescribed substances - that affect the normal mental and/or physical state.

APPLICABILITY

1.42

This policy and its procedures are applicable to all GDPUD employees. Employees who perform safety sensitive functions will be required to submit to random controlled substance/alcohol testing.

The District will provide fair and equitable application of this Substance Abuse and Fitness for Duty Policy. All supervisory staff are required to administer this policy in an unbiased and impartial manner. Any supervisor who knowingly disregards or mis-uses this policy shall be subject to disciplinary action, up to , and including termination.

Any employee who possesses, manufactures, buys, sells, dispenses, uses, or is under the influence of a prohibited substance while on the job or work site shall be subject to discipline, up to and including termination.

All employees shall be fit to perform their duties in a safe and efficient manner. Accordingly, employees showing evidence of being under the influence of any substance may be required to submit to a medical examination. The examination may include blood, urine and/or breathalyzer test. Refusal to submit to these tests will be considered insubordination and may subject the employee to discipline, up to and including termination.

All employees with commercial drivers licenses (CDL's) required as part of their job must submit to random drug testing as required by the U.S. Department of Transportation. A commercial drivers license is required for employees who must drive the following vehicles:

A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;

A vehicle with a gross vehicle weight of at least 26,001 pounds;

A vehicle designed to transport 16 or more passengers, including the driver;

A vehicle used to transport hazardous materials. (Class A, B, or C license with a hazardous material endorsement.)

Any person engaged in driving the vehicles listed above are performing "Safety Sensitive Functions" as defined by the U.S. D.O.T.

Any supervisor who knowingly permits employees to possess or use any such substance on the job or work while under the influence of a prohibited substance, shall be subject to discipline, up to and including termination. It shall be the responsibility of the supervisor to make a good faith report to evaluate the possible effects of medically-prescribed substances.

PROHIBITED SUBSTANCES

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Prohibited Substances addressed by this policy shall include the following:

Illegally Used Controlled Substances or Drugs

Under the FHWA regulations, prohibited illegal substances include: marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine. This policy prohibits the use of any illegal drug or substance identified in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined by 49 CFR Part 382. This includes the FHWA prohibited substances as well as any drug not approved for medical use by the Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications in not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected should be reported to supervisory personnel and medical advise should be sought, as appropriate, before performing work-related duties.

Alcohel

The use of beverages containing alcohol, or substances including any medication such that alcohol is present in the body while performing transit business, is prohibited.

EMPLOYER NOTIFICATION

Any employee undergoing prescribed medical treatment with a prescribed drug or other medication that may impair the employee's ability to perform on the job must report this treatment to his or her supervisor before beginning work so that the supervisor may determine whether the employee can perform his or her assigned duties in a safe and efficient manner. Failure to report this to the supervisor, or abuse of medically-prescribed controlled substances, may subject the employee to discipline, up to and including termination.

Pursuant to the "Drug Free Workplace Act of 1988", any employee who fails to immediately notify the District of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination.

TESTING FOR PROHIBITED SUBSTANCES

All permanent and probationary District employees will be subject to prohibitied substances testing in the following circumstances:

Pre-Employment Testing:

All applicants for District positions will be required to submit to testing as a condition of employment. Failure of a prohibited substance test will disqualify the candidate.

Reasonable Suspicion Testing:

All District employees will be subject to prohibited substance testing when there are reasons to believe that prohibited substances are adversely affecting job performance.

Post Accident Testing:

Any significant accident involving extensive property damage or serious personal injury shall be grounds for requesting a medical examination. Other accidents or near-miss situations caused by lack of perception or alertness, manual dexterity or general coordination may be grounds for requesting a medical examination if there is any evidence of a controlled substance or alcohol.

Random Testing:

All employees working in safety sensitive positions will be tested on a random, unannounced basis.

Return to Duty Testing:

All employees who tested positive must test negative before returning to work. Employees will be required to undergo unannounced followup testing thereafter.

Employee Requested Testing

Any employee who questions the result of a required prohibited substances test may request that an additional test be conducted. This test must be conducted on the split sample that was provided at his same time as the original sample.

UNFIT FOR DUTY - CONSEQUENCES

If it is determined that the employee is unfit for duty, the employee should be told that he/she has been determined to be unfit for duty and that consistent with the Fitness for Duty Policy, he/she must submit to a medical examination as a condition of employment, at which point the employee will be required to sign a consent/release form. The employee will be transported to the medical examiner and after completion of the test, the employee will be relieved from duty pending the outcome of the chemical analysis and transported home. Should the test results prove negative the employee shall be reinstated with full pay for time relieved from duty and any reference to the test removed from the personnel file. If the test results should prove positive, the employee will be required to seek assistance(at her/his own cost) from a Substance Abuse Professional(SAP) for rehabilitation and sign a return to duty agreement, test negative for any prohibited substance, and be subject to unannounced, random testing. If the employee should ever test positive again for prohibited substance, they are automatically terminated.

PROHIBITED CONDUCT

12

The following is prohibited conduct:

- 1. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions while having an alcohol concentration level of 0.02 or greater.
- 2. Using alcohol while performing a safety sensitive function* or performing a safety sensitive function within four hours of using alcohol.
- 3. Being on duty or operating a District vehicle while possessing alcohol or having a blood alcohol concentration in excess of 0.08 or greater.
- 4. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions when the employee used any prohibited substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a vehicle.
- 5. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions if the employee tests positive for prohibited substances.
- 6. By refusing to submit to any alcohol or prohibited substances test required by FHWA. An employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.02 or greater on an alcohol test or tested positively on a prohibited substance test. Failure to provide an adequate sample for testing will be treated as a refusal to test.
- 7. Being unable to perform job requirements due to being under the influence of a prohibited substance as evidenced by prohibited substances testing, physical or mental incapacitation due to prohibited substance use, or refusal to submit to prohibited substance testing when a supervisor has reasonable suspicion that the employee is under the influence of a prohibited substance.
- 8. Manufacture, possession, sale, dispensing, using, or under the influence of a prohibited substance.
- 9. Failure of a supervisor to enforce this policy.

*Safety sensitive functions are defined on page 1.



GEORGETOWN DIVIDE Public Utility District P. O. BOX 338

GEORGETOWN, CALIFORNIA 95636

April 16, 1986

MEMORANDUM

T0:

District Employees

FROM:

Charles F. Gierau, General Manager

SUBJECT: Medical Examination Policy

In response to new insurance requirements, the District Board of Directors adapted the following policy on April 9, 1986:

1. New Hires

A. General Physical Examination

Spinal X-Rays (laboring positions)

C. Drug Screening

2. Employees

General Physical Examination

B. EKG Testing (one time for employees over 40)

For new hires, passing the three phases of testing will be a condition of employment.....the District will pay for all testing through a laboratory/clinic of its choice.

For existing employees, the physical examination will be required on or about the employee's anniversary date commencing with the 1986-87 fiscal year....the District will cover the costs for standard testing at the clinic of its choice, or, pay up to that amount if the employee desires to utilize the services of an independent physician clinic.

Gierau, General Manager

RNP:j1



GEORGETOWN DIVIDE Public Utility District

GEORGETOWN, CALIFORNIA 95634

April 16, 1986

To All District Employees:

It is the policy of the Georgetown Divide Public Utility District to achieve the greatest practical degree of freedom from accidents and to insure that every employee is provided safe healthful working conditions free from recognized hazards.

Work injuries are always costly to the individual worker and often disastrous to employee's future, and the security of his/her family. They are also costly to both in direct financial burdens and in the reduction of efficiency. It is the firm and continuing policy of the Board of Directors of the GDPUD that industrial accidents shall be reduced or eliminated by the use of every reasonable mechanical precaution and the aggressive promotion of safe practices.

Every employee has an important place in the accident prevention program and is expected to cooperate fully in the measures taken for safety.

The employee has a personal responsibility for his/her safety, and, likewise has a responsibility to family, to fellow workers, to the community, and the District.

In the performance of his/her duties, therefore, the employee shall be expected to observe safe practice rules and operating procedures, as well as instructions relating to the efficient performance of assigned tasks. The ideal in safe and efficient District operation is reached only when all employees are safety conscious and keenly alert mentally and physically.

We have instituted a Loss Prevention Program which, with your help, will succeed in providing a safe, healthful and pleasant working environment.

Everyone stands to benefit, everyone stands to gain! The cooperation of all employees in this agency is expected. The results will be worth the effort.

Charles F. Gierau, General Manager

GDPUD

11.1

GEORGETOWN DIVIDE Public Utility District P. O. BOX 338

GEORGETOWN, CALIFORNIA 95634 July 22, 1987

MEMORANDUM

TO:

Permanent District Employees

FROM:

Charles F. Gierau, General Manager

SUBJECT: Employee Compensation - FY 1987-88

At the July 8, 1987 Regular Board of Director's meeting, the Board approved the following benefits and compensation:

1. 4.6% Cost of Living increase, plus a step increase if applicable.

2. Extend the District contributory policy concerning medical-dental-optical to retiring personnel, under the guidelines of PERS, on the following schedule:

0	to 4.99	years	0%	for	retiree	and	dependent
5.00	to 9.99	years	25%	for	retiree	and	dependent
_	to 14.99	-	50%	for	retiree	and	dependent
	to 19.99	4	75%	for	retiree	and	dependent
	and over		100%	for	retiree	and	dependent

This coverage would extend to the surviving spouse. Remarriage would automatically terminate policy responsibility. Divorce situation to be handled under the laws and guidelines of COBRA. Funding of this benefit to be paid from reimbursement dividends received for good safety records under the Workmen's Compensation program. It is to the employee's benefit to be "safety conscious" in our work habits.

3. One additional day of vacation time for each year of service between the 11th and 14th years; beginning with the 11th year an employee will accrue an additional day, as follows:

> 11 years - 16 days of vacation 12 years - 17 days of vacation 13 years - 18 days of vacation 14 years - 19 days of vacation 15 years - 20 days of vacation

As per existing District policy, vacation can be used the year after it is accrued.

Please insert this memorandum of understanding in your PERSONNEL MANUAL for future reference.

GDPUD

GEORGETOWN DIVIDE

Public Utility District

P. O. BOX 338

GEORGETOWN, CALIFORNIA 95634

July 26, 1988

TO:

District Employees

FROM:

Charles F. Gierau, General Manager

SUBJECT: Employee Compensation - FY 1988-89

At the July 13, 1988 Board of Director's meeting, the Board approved the FY 88-89 Budget, which includes the following employee benefits and compensation:

- Cost-of-Living increase of 5%, which they felt was fair, and actually more than the State of California employees received.
- Retiree's medical/dental/optical coverage The Board approved, in addition to the savings received on dividends from a good safety record under the Worker's Compensation Plan, that the Dental Fund carry-over (beginning 6/30/89), that has in the past been shown in the District Non-Operating Income section, be put in a reserve account to fund said benefits. The Board will continue to review this policy on a year to year basis.
- The Dental/Optical Fund per employee/per family be raised from \$695 to \$750 for the 7/1/88-6/30/89 year. Subsequent years will be increased based on the CPI, the same as previous years. Orthodonture is now included in same coverage.
- 4. The Board felt the utilization of educational seminars for employees has worked well in the past, and recommended no change.
- 5. The Board approved an identifying cap for District employees (return old cap for new one). Also, a shirt with logo was approved for meter readers.

The Board also approved the hiring of one additional fulltime employee to work 50% of the time with the ALT Zone area, and 50% in the Irrigation Maintenance Program.

Cross-training existing personnel to better divide the workload in cases of future emergency, such as extended sick leave, vacations etc.

An Employee Meeting will be held in the near future, to answer any questions you may have.

CFG: j1



GEORGETOWN DIVIDE Public Utility District

GEORGETOWN, CALIFORNIA 95634

June 13, 1989

Honorable Board of Directors Georgetown Divide Public Utility District

Re: Employee Negotiations for 1989-90

Gentlemen:

The employees of the GDPUD have met and are respectfully requesting the following for your consideration:

- 1. A wage increase of 5.40 percent. The employees unanimously agree that it is increasingly difficult to make ends meet. We realize that the monies distributed to the District by the County are limited to last year's Consumer Price Index, which was 4.98 percent. It is reality, however, that we employees must currently pay increasingly more for goods and services, at an annualized rate of 9.4% projected for 1989. We believe that a 5.4% cost of living increase is vital, and a modest request, in light of the projected CPI.
- 2. All of the employees believe it is important to save for our retirement years, and that the Deferred Compensation Plan is of great value in supplementing our PERS retirement. In that regard, we are requesting the District contribute an amount equal to 2% of each employee's salary into the ICMA Retirement Trust. This benefit, coupled with our first request, will bring us into parity with projected CPI increases, while offering additional advantages. First, it will not be taxed as income to the employees until withdrawn, and secondly, it will allow all of the employees to become active participants in this valuable program.

Keeping up with the cost of living and providing for our families is of primary concern to all District employees, and is the basis for our requests this year.

Thank you for your consideration on our behalf.

Respectfully submitted,

The Employees of the Georgetown Divide Public Utility District O GDPUD®S

GEORGETOWN DIVIDE Public Utility District PHONE 333-4356

GEORGETOWN, CALIFORNIA 95834

DATE:

July 12, 1990

TO:

All GDPUD Employees

FROM:

Charles F. Gierau

SUBJECT:

The Budget For Fiscal Year 1990-91

At the regular meeting of the Board of Directors on July 11, 1990, the budget for the new fiscal year was adopted as reviewed, amended, and approved by the Budget Committee. The budget totals \$1,493,099. For your information, I have attached a summary of expenses to show you how that money is to be spent.

Of greatest interest to the employees is how the Board acted on the employee's Letter of Request. The approved changes in salary and benefits are: 1) an across the board cost of living increase of 5%, 2) an additional 1% District contribution to the Deferred Compensation Plan for all employees who elect to participate, and 3) a District funded actuarial study to determine the true cost of the PERS optional benefits package as proposed by

For staff with step increases forthcoming, these will be in addition to the above; as is customary, raises will be retroactive to July 1990.

Also important in the approved budget is the addition of one skilled labor position, bringing the total number of permanent

If you have any questions regarding the budget, please feel to ask.

CFG:db

VEHICLE POLICY

The following is a modified version of the policy regarding the use of District vehicles set forth in the Policy Memorandum of January 25, 1990.

District Vehicles: District Vehicles are to be used only for authorized business. Those persons subject to 24 hour maintenance calls, evening, and/or weekend duty, may be authorized to drive District vehicles home. In order for an employee to be "On-Call," he/she must be reachable by telephone and be able to respond to a service call. The Division Supervisors shall determine which employees are to be on call, and the duration of that time period.

Unauthorized persons (i.e. spouses, children, etc.) are not permitted in District vehicles due to insurance restrictions; District guests shall be cleared through Division Managers.

Alcoholic beverages are not permitted inside a District vehicle at any time.

As the use of a District vehicle in and out of normal working hours is subject to public scrutiny, all employees should make every attempt to minimize speculation regarding its use and drive with courtesy and safety at all times.

RNP:jl

2A:Policy . veh

EMPLOYEES INITIAL:

S.A. Aitkens	QQQ Andreadis	Beall
X-TB. Bohn	O/D Cassels	BOC Cooper
Davis	SC Gau	PN. H. Hereford
Leu	Wanzer	R.N. Monson
M Nicol	mon.P Pedri	J.S. St. Dennis
Schwage1). S. Simons	Scott
Mile Wilson	Garcia	Prince



GEORGETOWN DIVIDE Public Utility District

GEORGETOWN, CALIFORNIA 95634

February 13, 1990

POLICY MEMORANDUM

At the direction of the Board of Directors of the Georgetown Divide Public Utility District, administrative staff have been attempting to compensate for the changes in personnel in order to remain an efficient operation. Clarification of certain District policies is necessary on a periodic basis for maintenance of orderly operation. Therefore, this memorandum is intended to clarify operational policies for the benefit of all:

- 1. Purchase Orders: All purchases require the use of purchase orders. William H. Manzer has been designated as the District's Purchasing Officer. He will have sole control of the issuance of purchase orders. All major purchases (e.g. over \$20) shall be performed by the Purchasing Officer. It is not intended to limit minor purchases, on an as needed basis, necessary for the accomplishment of a job. It is intended to implement an efficient purchasing program with the ability to track and audit expenditures.
- 2. Vacation Leave: Vacation time is currently earned on an annual basis. It is intended that an employee use the total vacation allotment each year. With approval of the manager, vacation time may be carried over; however, at no time is an employee to have more than 30 days of vacation credits. All leave must have prior approval by the employee's supervisor(s). Time off must be coordinated so as to maintain adequate coverage of the District's operations at all times.
- 3. Occupational Injury and Leave: It is imperative that all accidents, injuries and illnesses be reported to the employee's supervisor and/or safety officer immediately. And in no case later than 24 hours after the incident. A conditional release or a limited release is not acceptable for field personnel. Field personnel must submit a full unlimited release to their supervisor prior to returning to work. A limited or conditional release for office personnel must be approved by the employee's supervisor and the general manager.
- 4. District Vehicles: District vehicles are to be used only for authorized business. District vehicles are to be picked up and left off at the corporation yard each working day. District vehicles will no longer be available to take home. Employees are to arrange for their own transportation to and from work.

Employees who have weekend duty may have the use of a vehicle each day for transportation. The use of a vehicle in this instance is limited to the worksite and the employee's home. The vehicle is to be picked up in the morning and returned in the evening, if an afternoon check is necessary, each day of duty.

- 5. Working Hours: Working hours are to be 7:45 a.m. to 4:30 p.m. for office personnel, allowing a 45-minute lunch. Working hours are to be 8:00 a.m. to 4:30 p.m. for field personnel, allowing a 30-minute lunch. All employees are entitled to two 15-minute breaks, one in the morning and one in the afternoon, each day. The scheduling of these breaks is the supervisor's responsibility. An employee is expected to bring food and beverage provisions to meet his/her requirements when reporting for work. Stopping for provisions after the start of the workday is not permitted, except during the time allotted for lunch. Employees that have weekend duty are to do their morning checks between 8:00 and 10:00 a.m. and their afternoon checks, if necessary, between 3:00 and 5:00 p.m. The employee's supervisor will determine the amount of coverage necessary.
- 6. Phone Use: Phones are a tool to accomplish District work. Personal use is to be minimized. Use should be limited to emergencies and to lunch and break periods. All long distance calls are to be billed to the employee's home phone.

Please initial beside your name to indicate that you have read and understand the Memorandum.

Aitkens All
Andreadis Mal
Beall
Bohn JB
Cassels Cooper
Davis All
Hereford All
Leu Manzer
Monson RIM

Pedrim. 5. P.

Prince Art

Scott Pw6

St. Dennis J. S

Schwagel Art

Wilson Mww

PAGER POLICY ON-CALL PERSONNEL

Approval has been received to upgrade the District's communication system by utilizing pager technology. Pagers are anticipated to be beneficial to the employee and the District. This system will be successful through the following program and policy.

Five pagers will be purchased and one will be assigned to each person responsible for a given segment of the District's operation (e.g. - Treatment Plants, Treated Water Distribution, Hydroelectric Plant, 2 - Raw Water Distribution) for the given period of time.

Home phone numbers will no longer be given out through the after hours answering machine. Pager numbers, for each area of responsibility, will be announced along with information to assist the caller. The pager must be kept with the employee and in the mode to receive a call at all times. In the event a call is received by the pager a return call is to be made within 15 minutes and a physical response (if required) within 30 minutes. Calls received from a facility (e.g. - treatment plant or hydroelectric plant) should have a physical response within 30 minutes. Employees with weekend responsibility will remain on the Divide, unless alternate coverage has been authorized by that employee's supervisor.

The Georgetown Divide Public Utility District has the obligation of providing a safe and reliable potable water supply and an obligation to meet its contracts. Employees of the District share in this obligation. Pagers will assist the District and its employees meet their responsibilities in a more professional and efficient manner.



GEORGETOWN DIVIDE Public Utility District P.O. BOX 4240

GEORGETOWN, CALIFORNIA 95634

February 16, 1994

MEMORANDUM

TO:

ALL DISTRICT EMPLOYEES

FROM:

CHARLES F. GIERAU, GENERAL MANAGER

SUBJECT: ACCRUAL OF VACATION/SICK LEAVE

We want to clarify to all employees the policy of accruing vacation and sick leave. In order to accrue vacation and sick leave at your present rate, you must be in a "pay status" for 80 hours. For example, if you have used up all of your sick and vacation leave, and were off 2 days during the 2-week work period, you would accrue vacation/sick leave for that period at a rate LESS than if you worked the full 80 hours.

Also, if you are sick one day, for example, but have only a fraction of 8 hours sick leave available, then you would be paid for the sick hours available, and the balance of leave would come from vacation, if it is available. If you do not want time made up from vacation when sick leave is not available, then you need to notify your supervisor that you wish to be in a "leave without pay status." This is okay, but you need to understand that you will not accrue leave at your full rate.

On the bottom of your pay stub is the balance of your vacation and sick leave as of the last day of the pay period for which you are being paid.

Please place this memo in your Personnel Manual for future reference, and if you have any questions please ask your supervisor, or come into the office.

policy CFG: jl



NEW BUSINESS ITEM 7.F.

REPORT TO THE BOARD OF DIRECTORS BOARD MEETING OF DECEMBER 10, 2019 AGENDA ITEM NO. 7.F.



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER REVISION

CONSIDER REVISION OF BOARD POLICY 4050 – MEMBERS OF THE BOARD OF DIRECTORS

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

Director Michael Saunders has requested that Board Policy 4050 – Members of the Board of Directors be amended to clarify that upon swearing-in as a Board of Director, the term of duty and/or office for a community member position on a volunteer committee appointed by the Board is effectively ended and a resolution made thanking them for their service on the committee(s).

DISCUSSION

At this point in time the only District volunteer committee is the Finance Committee. This requested change would formalize the current procedures and eliminate the need for a volunteer committee member that is subsequently elected to the Board of Directors to formally resign from their committee. The change would also direct staff to prepare a resolution thanking the newly elected Director for their service on the committee.

For example, if a current member of the Finance Committee was elected to the Board, their position on the Finance Committee would automatically end as soon as they are sworn in to the Board. The updated policy would also direct staff to prepare a resolution thanking them for their service.

The requested changes are consistent with current procedures and eliminates the need for the Board to take action to remove a committee member if they are elected to the Board.

The attached Revised Board Policy 4050 – Members of the Board of Directors formalizes these changes. Changes are shown in strikeout or underline.

FISCAL IMPACT

There is no fiscal impact resulting from this change.

CEQA ASSESSMENT

This is not a CEQA Project

Revised Board Policy 4050 Board Meeting of December 10, 2019

Agenda Item No. 7.F.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt a resolution approving the revised Board Policy 4050 – Members of the Board of Directors.

ALTERNATIVES

The Board may decide not to approve the resolution and provide staff with other direction related to Board Policy 4050.

ATTACHMENTS

- 1. Revised Policy 4050 Members of the Board of Directors with Marked Changes
- 2. Resolution Approving the Revised Policy 4050

AGENDA ITEM 7.F.

Attachment 1

Revised Policy 4050 – Members of the Board of Directors with Marked Changes

POLICY TITLE:

Members of the Board of Directors

POLICY NUMBER:

4050

- **4050.1** Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from staff or exchanged between Directors before meetings.
 - **4050.1.1** Information exchanged before meetings shall be distributed through the General Manager, and all Directors will receive all information being distributed.
 - 4050.1.2 Copies of information exchanged before meetings shall be available at the meeting for members of the public in attendance, and shall also be provided to anyone not present upon their request as stated in policy 1050.
- **4050.2** Directors shall at all times conduct themselves with courtesy to all in attendance.
- 4050.3 Directors shall defer to the president for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
- 4050.4 Directors may request for inclusion into minutes brief comments pertinent to an agenda item only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).
- 4050.5 Directors shall abstain from participating in consideration on any item involving a personal or financial conflict of interest. Unless such a conflict of interest exists, however, Directors should not abstain from the Board's decision-making responsibilities.
- 4050.6 Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager.
- 4050.7 If a Board appointed member of a volunteer committee is elected to the Board of Directors, then the following actions in the following subsections will occur upon their swearing in as a Director.
 - 4050.7.1 The individuals' term on the volunteer committee will end without any further action required by the Board, committee, or staff.
 - 4050.7.2 Staff will prepare a resolution for Board approval that recognizes the individual for their service on the committee.

AGENDA ITEM 7.F.

Attachment 2

Resolution

RESOLUTION NO. 2019-

OF THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT APPROVING A REVISED BOARD POLICY 4050 - MEMBERS OF THE BOARD OF DIRECTORS

WHEREAS, the current Board adopted Board Policy 4050 - Members of the Board of Directors is from 2013: and

WHEREAS, Director Michael Saunders has requested changes to that policy; and

WHEREAS, the requested changes would eliminate the need for a volunteer committee member that is subsequently elected to the Board of Directors to formally resign from their committee, also direct staff to prepare a resolution thanking the newly elected Director for their service on the committee; and

WHEREAS, a Revised Policy was presented to and reviewed by the Board at their December 10, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT approves Revised Board Policy 4050- Members of the Board of Directors, attached to this Resolution as Exhibit A.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10th day of December 2019, by the following vote:

AYES: NOES:

ABSENT/ABSTAIN:

Dane Wadle, 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 <u>Resolution 2019</u>— duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10th day of December 2019.

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



NEW BUSINESS ITEM 7.G.

REPORT TO THE BOARD OF DIRECTORS BOARD MEETING OF DECEMBER 10, 2019 AGENDA ITEM NO. 7.G.



AGENDA SECTION: NEW BUSINESS

SUBJECT:

PROVIDE DIRECTION ON WHETHER TO DISCUSS A 2020

WATER RATE FREEZE AT THE NEXT BOARD MEETING

PREPARED BY:

Steven Palmer, PE, General Manager

APPROVED BY:

Steven Palmer, PE, General Manager

BACKGROUND

In December 2017, the District completed a roughly 15-month process to update its treated and irrigation water rates. The 15-month process to update water rates included two (2) public workshops, and seven (7) meetings of either the Board of Directors or Finance Committee.

At the culmination of that process, the Board of Directors accepted and closed the Proposition 218 Public Notice and protest process, and adopted the following rates for water service:

Treated Water

		Property Control	Monthly Ba	ase Charge		**************************************
Meter Size	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
5/8, 3/4, 1"	\$ 23.57	\$ 29.41	\$ 30.88	\$ 32.42	\$ 34.04	\$ 35.74
1.5"	\$ 23.57	\$ 98.02	\$ 102.92	\$ 108.07	\$ 113.47	\$ 119.15
2"	\$ 23.57	\$ 156.83	\$ 164.67	\$ 172.91	\$ 181.55	\$ 190.63
3"	\$ 23.57	\$ 313.66	\$ 329.34	\$ 345.81	\$ 363.10	\$ 381.25
4"	\$ 25.16	\$ 490.09	\$ 514.60	\$ 540.33	\$ 567.34	\$ 595.71

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the base charge for all treated water customers.

Tier A. A.	Usage Rate (per CF)							
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022		
<1000 CF	_	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		
1000-2000	\$ 0.0138	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		
2001-3000	\$ 0.0165	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		
3001-4000	\$ 0.0193	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		
>4001 CF	\$ 0.0221	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		

Provide Direction on Whether to Consider a 2020 Water Rate Freeze

Board Meeting of December 10, 2019

Agenda Item No. 7.G.

Irrigation Water

	Monthly	Base Charge (Irrigation Seas	on Only)	
Current		Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
2		\$ 84.80	\$ 93.20	\$ 102.60	\$ 112.80
1			\$ 186.60	\$ 205.20	\$ 225.80
	Current \$ 47.00 \$ 72.74	Current Jan 1, 2018 \$ 47.00 \$ 77.00	Current Jan 1, 2018 Jan 1, 2019 \$ 47.00 \$ 77.00 \$ 84.80	Current Jan 1, 2018 Jan 1, 2019 Jan 1, 2020 \$ 47.00 \$ 77.00 \$ 84.80 \$ 93.20	\$47.00 \$77.00 \$84.80 \$93.20 \$102.60

Note: Irrigation water is delivered, and monthly charges are only billed during the five (5) month irrigation season.

At the January 8, 2019 Board meeting, the Board of Directors voted 4-1 to "temporarily freeze the rate increases for no more than 12 months and direct the General Manger, Staff, and Finance Committee members to scope out what it would take and what it would cost to do a forensic audit. And then they'll bring back recommendations to the Board for possible rate adjustments." At the February 12, 2019 Board meeting the Board adopted Resolution 2019-14, which froze the 2019 rates at the lower 2018 level and specified that after the November/December 2019 billing period, the rates will increase to the previously adopted rates for 2019.

The second part of the Board action from January 8, 2019 was to "direct the General Manger, Staff, and Finance Committee members to scope out what it would take and what it would cost to do a forensic audit." The work related to this second part was completed on September 10, 2019 when the Board rejected the contract with Bennett Engineering for an independent evaluation of the capital replacement program that was included in the rate study.

The General Manager has received written requests from the public, and Director Cynthia Garcia for the Board to consider freezing water rates again for calendar year 2020.

DISCUSSION

Based on the direction and resolution from the Board meetings in January and February 2019, Staff already has direction on the rates from the full Board.

In accordance with Board Resolution 2019-14, the rate increase will go into effect with the January/February 2020 billing. The treated water bills are produced and mailed during the last week of February.

Irrigation requests for service are accepted between January 1, 2020 and March 1 2020, and staff sends out reminders and applications to irrigation customers during December 2019.

Additionally, the litigation challenging the adopted rates has been fully briefed and submitted to the Judge for a determination. The Judge's decision is due by Mid-January.

The General Manager seeks direction from the full Board on whether to include an item on the next Board meeting agenda for the Board to consider another freeze of water rates.

Provide Direction on Whether to Consider a 2020 Water Rate Freeze

Board Meeting of December 10, 2019 Agenda Item No. 7.G.

FISCAL IMPACT

A fiscal impact analysis for freezing 2020 water rates at the 2018 water rates has not yet been performed. A fiscal impact analysis will be performed if the Board directs the General Manager to include an item on the next Board meeting agenda for the Board to consider another freeze of water rates

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Provide direction to the General Manager

ATTACHMENTS

- 1. Resolution 2019-14
- 2. Resolution 2017-30

AGENDA ITEM 7.G. Attachment 1 Resolution 2019-14

RESOLUTION NO. 2019-14

OF THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT FREEZING TREATED AND WATER IRRIGATION RATES AT THE 2018 RATES UNTIL THE END OF THE DECEMBER 2019 BILLING PERIOD

WHEREAS, Georgetown Divide Public Utility District ("District") provides irrigation and treated water services to residents and businesses of the District; and

WHEREAS, in December 2017, the District completed a roughly 15-month process to update its treated and irrigation water rates; and

WHEREAS, that process resulted in a Water Financial Analysis (aka Water Rate Study), dated October 24, 2017, prepared by Rural Community Assistance Corporation (RCAC) that established various proposed rates; and

WHEREAS, on December 12, 2017, pursuant to Proposition 218 (Cal. Const., Art. XIIID, Sec. 6) the District Board heard and considered all oral testimony, written materials, and written protests concerning the rate increase; verified and counted the protests and determined that the District may proceed with the proposed water rates; and

WHEREAS, the Board then adopted Resolution 2017-30 Adopting New Rates for Treated Water and Irrigation Water Services; and

WHEREAS, those rates were set to increase effective with the January/February 2019 billing period; and

WHEREAS, at the January 8, 2019 meeting the Board acted by motion to "temporarily freeze the rate increases for no more than 12 months;" and

WHEREAS, Board determinations regarding District rates should be made by resolution or ordinance; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT HEREBY RESOLVES THE FOLLOWING:

1. Effective with the January/February 2019 billing period, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

Meter Size	Monthly Base Charge
5/8, 3/4, 1"	\$ 29.41
1.5"	\$ 98.02
2"	\$ 156.83
3"	\$ 313.66
4"	\$ 490.09

- An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.
- 2. Effective with the January/February 2019 billing period, the usage rate for treated water customers will be \$0.0255 per cubic foot.
- 3. Effective with the January/February 2019 billing period, the monthly charges for irrigation water customers are established as follows:

Meter Size	Monthly Base Charge (Irrigation Season Only)
1/2"	\$ 77.00
Per each 1"	\$ 154.20

- 4. The above listed rates will be effective through the November/December 2019 billing period.
- 5. Effective with the January/February billing period for each following year, respectively, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

	Mont	nly Base Char	ge
Meter Size	2020	2021	2022
5/8, 3/4, 1"	\$ 30.88	\$ 32.42	\$ 34.04
1.5"	\$ 102.92	\$ 108.07	\$ 113.47
2."	\$ 164.67	\$ 172.91	\$ 181.55
3"	\$ 329.34	\$ 345.81	\$ 363.10
4"	\$ 514.60	\$ 540.33	\$ 567.34

- An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.
- 6. Effective with the January/February billing period each following year, respectively, the usage rate for treated water customers are established as follows:

Usage Charge (per CF)					
2020	2021	2022			
\$ 0.0268	\$ 0.0281	\$ 0.0295			

7. Effective with the January/February billing period each following year, respectively, the monthly charges for irrigation water customers are established as follows:

	Monthly Base C	harge (Irrigatio	n Season Only)
Meter Size	2020	2021	2022
1/2"	\$ 84.80	\$ 93.20	\$ 102.60
Per each 1"	\$ 169.60	\$ 186.60	\$ 205.20

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the twelfth day of February 2019, by the following vote:

AYES: Marcia, Halpin, Saunders, Louza

NOES: Wadle

ABSENT/ABSTAIN:

Duw hale

Dane Wadle, 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 <u>Resolution 2019-14</u> duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this twelfth day of February 2019.

Steven Palmer, Clerk and Ex officio

Secretary, Board of Directors

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

AGENDA ITEM 7.G.

Attachment 2

Resolution 2017-30

RESOLUTION NO. 2017-30

A RESOLUTION OF THE BOARD OF DIRECTORS OF GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ADOPTING NEW RATES FOR TREATED WATER AND IRRIGATION WATER SERVICES

WHEREAS, Georgetown Divide Public Utility District ("District") provides irrigation and treated water services to residents and businesses of the District; and

WHEREAS, a Water Rate Study, dated October 24, 2017, prepared by RCAC ("Water Rate Study"), establishes various rates proposed therein, which the District Board finds are reasonably related to the cost of service for the District; and

WHEREAS, in preparing the Water Rate Study, staff and RCAC held several workshops and recommended a range of alternatives that the District could adopt regarding the revised water rates, which the District Board has reviewed; and

WHEREAS, on December 12, 2017, pursuant to Proposition 218 (Cal. Const., Art. XIIID, Sec. 6) the District Board heard and considered all oral testimony, written materials, and written protests concerning the rate increase; and

WHEREAS, the District has verified and counted the protests and determined that the District may proceed with the proposed water rates.

NOW, THEREFORE, BE IT RESOLVED THAT THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, DOES HEREBY ACCEPT AND CLOSE the Proposition 218 proceedings in connection with the District's proposed water rates, with receipt of less than a majority protest vote as declared by the District Secretary. The District Board may adopt multi-year rate increases for water rates, in accordance with the Water Rate Study, in compliance with Proposition 218.

NOW, THEREFORE, BE IT and it is hereby RESOLVED by the Board of Directors of the Georgetown Divide Public Utility District as follows:

Beginning on January 1, 2018, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

Meter Size			Monthly Ba	se Charge		
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
5/8, 3/4, 1"	\$ 23.57	\$ 29.41	\$ 30.88	\$ 32.42	\$ 34.04	\$ 35.74
1.5"	\$ 23.57	\$ 98.02	\$ 102.92	\$ 108.07	\$ 113.47	\$ 119.15
2"	\$ 23.57	\$ 156.83	\$ 164.67	\$ 172.91	\$ 181.55	\$ 190.63
3"	\$ 23.57	\$ 313.66	\$ 329.34	\$ 345.81	\$ 363.10	\$ 381.25
4"	\$ 25.16	\$ 490.09	\$ 514.60	\$ 540.33	\$ 567.34	\$ 595.71

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.

	Usage Rate (per CF)							
Tier	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022		
<1000 CF		\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		
1000- 2000	\$ 0.0138	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		
2001- 3000	\$ 0.0165	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		
3001- 4000	\$ 0.0193	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		
>4001 CF	\$ 0.0221	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310		

NOW, THEREFORE, BE IT and it is hereby RESOLVED by the Board of Directors of the Georgetown Divide Public Utility District as follows:

Beginning on January 1, 2018, the monthly charges for irrigation water customers are established as follows:

	Monthly Base Charge (Irrigation Season Only)							
Meter Size	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022		
1/2"	\$ 47.00	\$ 77.00	\$ 84.80	\$ 93.20	\$ 102.60	\$ 112.80		
Per each 1"	\$ 72.74	\$ 154.20	\$ 169.60	\$ 186.60	\$ 205.20	\$ 225.80		

PASSED, APPROVED, AND ADOPTED by the Georgetown Divide Public Utility District District at a special meeting held on the 12th day of December 2017; motioned by Director Hanschild, seconded by Director Wadle, and upon roll call was carried by the following vote of:

AYES:

Halpin, Hanschild, Uso, Wadle

NAYS:

ABSENT:

ABSTAIN:

Londres Uso, President

Board of Directors

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

AFFEST:

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 2017-30 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 12th day of December 2017.

Steven Palmer, Clerk and Ex officio

Secretary, Board of Directors

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT