



## Meetings/Events attended

### Regional Water Authority

RWA Board Meeting (Sacramento) - 9/14  
RWA/SGA Anniversary Event (Sacramento) - 9/21  
RWA Board Briefing - Conservation regulation - 9/26

### LAFCO - Meeting - 9/27

### Association of California Water Agencies

ACWA Water Use Efficiency Workgroup - 9/13; 9/20; 9/27

ACWA Membership Committee - 9/26

### ACWA Region 3

Pre-Board Meeting - 9/26

ACWA Board Meeting - 9/29

### ACWA Webinars:

SEPTEMBER 13 : Why Water Agencies Must/Should Invest in Diversity, Equity and Inclusion (DEI)

SEPTEMBER 20: Public Bidding Best Practices

SEPTEMBER 27: Eminent Domain for Water Infrastructure Projects – When Does the “Process” Really Start?

### ACWA Officer Election results

Members of ACWA have elected Cathy Green as President and Ernesto “Ernie” Avila as Vice President.

I will be a representative on the ACWA Board of Directors as the new Vice-Chair of ACWA Region 3.

## Community Events

### Founders’ Day (9/6)



## ACWA Region 3 Board 2024-25 Term

### *Chair:*

**Larry McKenney, Amador Water Agency**

Position: General Manager

### *Vice Chair:*

**Michael Saunders, Georgetown Divide Public  
Utility District**

Position: Director

### *Board Members:*

**Jim Abercrombie, El Dorado Irrigation District 2890**

Position: General Manager

**Sean Barclay, Tahoe City Public Utility District PO**

Position: General Manager

**Jennifer Hanson, Nevada Irrigation District**

Position: General Manager

**Michael Minkler, Calaveras County Water  
District**

Position: General Manager

**Jessica Self, Union Public Utility District**

Position: General Manager

## Legislative Report

### Legislative Events:

#### 10/4 - French Meadows Restoration Tour

##### State and Local representatives

Tour Partners: The Nature Conservancy, Sierra Nevada Conservancy, Placer County, Georgetown, Divide Public Utility District, USDA Forest Service, CalFire, Mountain Counties Water Resources, Association, and Office of Assemblymember Megan Dahle.

GDPUD Presentation Pictures: Adam Brown, Operations Manager; Michael Saunders, Board Legislative Liaison; Brie Anne Coleman, Communications Manager, PCWA; Andy Fecko, GM PCWA



#### 10/5: Sen Marie Alvarado-Gil - El Dorado County District Office Opening/Ribbon Cutting Ceremony

ACWA Legislative Updates - provided with GM report

Water Use Efficiency Updates -

ACWA - Testimony at Oct 4th State Water Resources Control Board Meeting - Nicholas Schneider

Written comments by Oct 17th

District Signing on to ACWA Coalition letter **(ratify at meeting with vote)**

# **LEGISLATIVE ADVISORY: THE FIRST YEAR OF THE 2023-'24**

## **LEGISLATIVE SESSION ENDS WITH WINS FOR ACWA MEMBERS**

**BY CAROLINE MINASIAN**

**SEP 15, 2023**

The California legislative year that ended Thursday included many wins for ACWA member agencies, particularly in the areas of water rights and infrastructure permit streamlining.

“With the year starting with both drought and flooding, the Legislature devoted a lot of attention to water policy and funding,” said Deputy Executive Director Cindy Tuck. “ACWA staff rose to the occasion, dedicated countless hours to the work and were highly effective in their advocacy.”

Below is an overview of action on some of the key bills that ACWA staff advocated in support or opposition on behalf of its members this year.

### **Water Rights**

This year witnessed a significant level of attention from the Legislature on water rights, including bills seeking to fundamentally change the way California’s water rights system is administered and enforced. ACWA staff made the water rights bills a top priority this year and led a large coalition of more than 100 organizations, including the water community and agricultural, business, labor, and other interests in opposing AB 460 (Bauer-Kahan), AB 1337 (Wicks) and SB 389 (Allen). The coalition, including many ACWA member agencies, lobbied extensively throughout the year in opposition to the bills. This included many meetings with legislators, coalition letters, extensive outreach by ACWA members, and impactful testimony in policy committee hearings.

As a result of this advocacy, AB 460 and AB 1337 failed to advance out of the Senate Natural Resources and Water Committee. The bills are now two-year bills and may be brought up next year.

SB 389 was amended after extensive negotiations to significantly improve the bill. The bill would now allow the State Water Resources Control Board (State Water Board) to simply request information from water right holders related to water diversions, as opposed to authorizing the investigation and invalidation of water rights with almost no cause as originally proposed. With these changes, which resulted from ACWA’s advocacy and Senator Allen’s leadership, ACWA removed its opposition to SB 389.

SB 389 passed out of the Legislature and is at Gov. Gavin Newsom’s desk. He will have until Oct. 14 to sign or veto the legislation.

### **Climate Resilience Bond**

For the last several years, ACWA has been advocating extensively for investments in water infrastructure. A total of four climate resilience bond proposals were introduced in 2023 – each with a focus on water infrastructure. In particular, SB 867 (Allen), would invest in nine out of ACWA’s 10 priority water infrastructure categories. While ACWA appreciates the inclusion of

these funding categories, the amount of funding proposed in the legislation for these categories needs to be increased to help address the impacts of climate change on water management.

More recently, the Legislature decided to push the climate resilience bond proposals to next year, making a November 2024 ballot measure most likely. ACWA will now have additional time to continue to advocate for new investments in the areas of recycled water, desalination, groundwater recharge, water storage, conveyance, dam safety, safe drinking water, PFAS remediation, water conservation, and several other critical water infrastructure categories. The Legislature will reconvene on Jan. 3, 2024, and will have until the end of June to negotiate a final version of a bond to be presented to voters on the November 2024 ballot.

## **Infrastructure Streamlining**

On July 10, Gov. Newsom signed budget trailer bills intended to streamline infrastructure projects throughout the state. The governor's proposals included changes to the judicial process related to California Environmental Quality Act (CEQA) challenges, the California Endangered Species Act (CESA), and the project contracting authority of the Department of Water Resources and the Department of Transportation.

The governor announced the package of proposals in May, and ACWA quickly adopted supportive positions and helped build a coalition of water agencies and associations, labor organizations, business groups and others that advocated in support of them.

While the proposals were met with significant opposition from environmental groups, the Administration made this issue its top priority for June. ACWA participated in the multiple informational hearings that were convened, the weekly meetings with the governor's top advisors, and meetings with legislators and staff.

Ultimately, as part of a larger budget negotiation, the proposals were narrowed to exclude some types of projects, including the Delta Conveyance Project and ocean desalination projects. The proposals were also narrowed in other ways, including a sunset date for the CESA provisions that allow the California Department of Fish and Wildlife to issue incidental take permits for fully protected species. In addition, the proposed changes for the Delta Stewardship Council programs were dropped entirely.

With the narrowed scope of the proposals, a number of environmental groups removed opposition, and the bills passed out of the Legislature on June 5 and were signed by the governor.

## **Groundwater**

AB 560 (Bennett) would have required that parties to a groundwater management adjudication action submit a proposed settlement agreement to the State Water Board prior to filing it with the court, for a nonbinding advisory determination regarding its impact on sustainable groundwater management and small and disadvantaged users.

ACWA had multiple concerns with this bill, namely that it would have substantially delayed the process for obtaining a final judgment. ACWA adopted a not-favor position and joined an opposition coalition led by the California Chamber of Commerce.

AB 560 failed to pass out of the Senate Appropriations Committee and became a two-year bill.

## **Water Management Planning**

AB 1572 (Friedman) would prohibit irrigation of nonfunctional turf with potable water. ACWA originally adopted an oppose-unless-amended position on the bill due to the broad definition of “nonfunctional turf” and the enforcement process that would have been required of public water agencies. ACWA worked extensively with the author’s office to address these concerns and narrow the scope of the bill. After multiple rounds of amendments, ACWA adopted a support position on AB 1572, and the bill passed out of the Legislature on Sept. 12.

AB 1572 passed out of the Legislature and is at the governor’s desk. He will have until Oct. 14 to approve or veto the legislation.

AB 754 (Papan) would have required water agencies to develop a storage curve, projections, and monthly reporting on reservoirs that constitute at least 50% of their total water supply. The bill did not account for the diverse water supplies of water systems and the various ways that water agencies manage reservoirs.

ACWA adopted an oppose position on AB 754 and, along with an ACWA-led coalition of more than 20 member agencies and partner organizations, advocated throughout the year in opposition to AB 754.

The bill failed to pass out of the Senate Appropriations Committee and is now a two-year bill.

### **Dam Safety**

ACWA played a leadership role in a very active coalition’s advocacy to create a state program for competitive grants for dam safety and related climate resilience projects (e.g., projects to enable Forecast-Informed Reservoir Operation at reservoirs). SB 122, among other things, created the Dam Safety and Climate Resilience Local Assistance Program. The statutory language for the new program is based in large part on language that the coalition developed with input from ACWA. ACWA is now advocating for funding for this important program in the context of a climate resilience bond.

After extensive advocacy, the Legislature passed the bill and the governor signed it into law on July 10.

### **Delta Conveyance**

SB 687 (Eggman) proposed to:

- Require the State Water Board to adopt a final update of the San Francisco Bay/Sacramento–San Joaquin Delta Estuary Water Quality Control Plan (Bay-Delta Plan) before the State Water Board could consider a change in point diversion or any other water rights permit or order for the Delta Conveyance Project; and
- Prohibit the operation of the Delta Conveyance Project until the updated Bay-Delta Plan is fully implemented.

A Delta conveyance solution is needed to improve water supply reliability statewide and enhance the Delta ecosystem. The State Water Contractors and ACWA opposed SB 687 because it would have created challenges and delays for a Delta conveyance solution by making the Delta Conveyance Project timeline reliant on both the finalization and full implementation of the Bay-Delta Plan.

The Assembly Appropriations Committee held the bill, making it a two-year bill.

## **Zero-Emission Vehicles (ZEVs) and Public Water Agencies**

ACWA successfully secured amendments to include all water agencies in the provisions of AB 1594. Previously, the bill excluded flood control agencies, reclamation districts, levee districts, and federal contracting agencies.

AB 1594 would require that any state regulation requiring the procurement of medium- and heavy-duty zero-emission vehicles (ZEVs), authorize public agency utilities to purchase replacements for traditional utility-specialized vehicles that are at the end of their useful life without regard to the model year of the vehicle being replaced, when the vehicle is needed to maintain reliable service and respond to major foreseeable events. This would include severe weather, wildfires, natural disasters, and physical attacks.

The bill, sponsored by the California Municipal Utilities Association, is an attempt to give water agencies more flexibility in complying with the California Air Resources Board's Advanced (CARB) Clean Fleets Regulation by requiring CARB to work with water agencies to identify vehicles at the end of their useful life and purchase traditional gas vehicles when no alternative ZEV is available. ACWA lobbied the Newsom Administration and CARB in particular to ensure that the bill was broadened to include all public water agencies.

AB 1594 passed out of the Legislature and is now headed to the governor's desk where he has until Oct. 14 to act on legislation.

## **Testing for Lead in Drinking Water in Schools**

AB 249 (Holden) would establish a new program for testing for lead in drinking water at public schools, as specified, even though testing has already been conducted under existing law and when future (estimated October 2024) federal regulation, the federal Lead and Copper Rule Improvements, will require new testing.

ACWA collaborated with other associations, including the California Municipal Utilities Association, the California Special Districts Association, and the California Water Association on joint suggested amendments. The author generally accepted the amendments, which added flexibility relative to the 2024 new federal rule and made the proposed testing requirements less onerous. However, the author subsequently added a last-minute amendment that limited the flexibility that had been added. The amendments, which were developed by a working group of ACWA's State Legislative Committee and would make compliance less onerous, are still in the bill.

The bill passed out of the Legislature and is at the governor's desk. ACWA will request a veto because of the likelihood that AB 249 will result in testing requirements that duplicate or conflict with the 2024 federal regulation.

## **Ballot Measures – Voter Thresholds**

ACA 13 (Ward) would require proposed ballot initiatives that seek to increase voter-approval thresholds on future ballot measures to pass with the same proportional higher vote threshold. For example, an initiative that would impose a two-thirds-vote threshold on future ballot measures would be required to pass with a two-thirds vote. An example of a measure that ACA 13 would affect is the Taxpayer Protection and Government Accountability measure that is set to be on the November 2024 ballot. ACWA has an oppose position on that measure. If ACA 13 is enacted that measure would have to pass by a two-thirds vote. ACA 13 passed out of the Legislature and is at the governor's desk. ACWA will request a signature.

## **Discontinuation of Water Service**

SB 3 (Dodd) would amend an existing law that restricts discontinuation of water service for nonpayment. Part of that existing law requires water systems, as specified, to have a policy on discontinuation of water service that includes a plan for deferred or reduced payment.

The Attorney General's Office requested, and the author included in the bill, an amendment which would specify that the plan for deferred or reduced payment must be available to all customers, even if they did not meet the existing criteria for the limited prohibition on shutoffs. ACWA negotiated an amendment which would specify that the plan would not be required to reduce the amount owed for water service. That amendment went into the bill. ACWA also negotiated with the Attorney General's Office on changes to a proposed restitution authority in the bill. However, the author's office decided that those agreed-upon restitution-related changes should be made in clean-up legislation next year, as opposed to being made in the two weeks before the Legislature adjourned.

SB 3 passed out of the Legislature and is at the governor's desk. He will have until Oct. 14 to sign or veto the legislation.

## **Questions**

For questions about these bills and ACWA state legislative advocacy, please contact ACWA Director of State Relations Adam Quiñonez at (916) 441-4545.



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for September 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
October 10, 2023

### Stumpy Meadows Historical Capacity Chart



Note: Full Pool – 21,206 acre feet | October 1, 2023 – 19,668 acre feet

## Treatment Operations

### Walton Lake Treatment Plant

26.921 mg | 897,366 average gpd

- ✓ No operational shutdowns

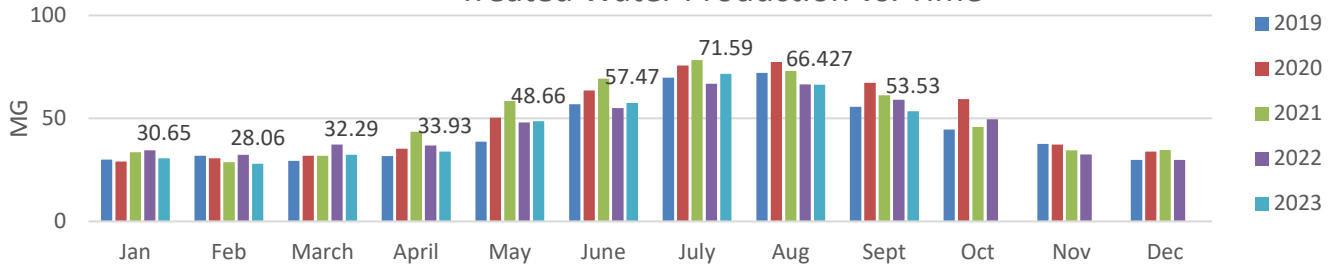
### Water Quality Monitoring:

- ✓ All finished water was in compliance with drinking water standards.
- ✓ Collected routine bacteria distribution and quarterly disinfection by products samples.
- ✓ Distribution monitoring samples were absent of bacteriological contamination indicating adequate disinfection.

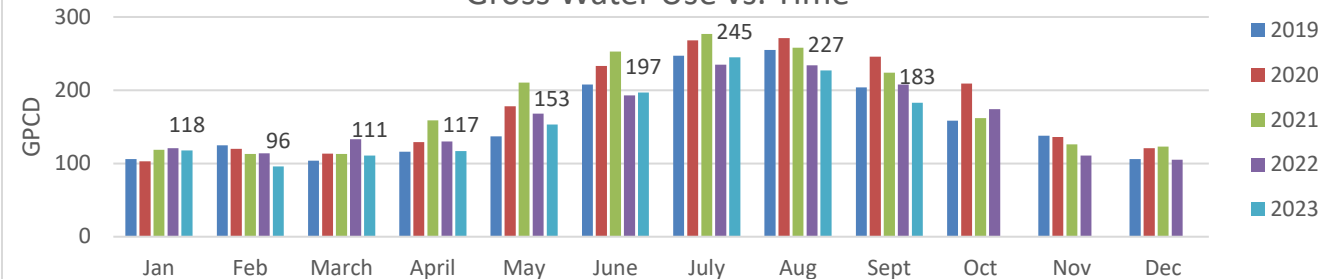
### Sweetwater Treatment Plant

26.609 mg | 886,966 average gpd

### Treated Water Production vs. Time



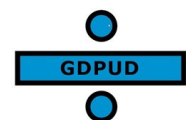
### Gross Water Use vs. Time



**Notes:**

GPCD – Gallons per Capita per Day

MG – millions gallons



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

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by Operations Manager: Adam Brown

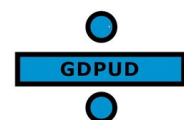
Informational Item  
October 10, 2023

### Summary of Field Work Activities

Activity	Department	Events	Labor Hours	Total Cost
Water Main/Lateral Break Repair	5400	22	186	\$16,325
Underground Service Alert Response	5400	152	98	\$5,769
Add to System	5400	8	10	\$588
Filter Backwash	5300	30	39	\$2,339
Adjustment	All	1	1	\$40
Payment Enforcement	5400/5200	7	7.5	\$350
AMR Download	5400	16	15	\$866
Clean	All	7	13	\$757
Equipment Transport	All	4	11	\$660
Escrow Read	5400	17	10	\$582
Valve/Hydrant Exercise	5400	95		
Flush	5400	38	30	\$1,628
Improvement	All	5	14	\$1,077
Inspect	All	32	35.5	\$2,316
Install	All	5	10	\$553
Investigate	All	24	34	\$1,978
Kelsey Ditch Checks	5200	30	154	\$7,489
Main Ditch Checks	5200	27	110	\$4,972
Maintenance	All	18	65	\$5,745
Meter Read	5400	15	43	\$2,603
Operate	All	3	22	\$1,392
Pump Station Checks	5400	5	6.5	\$390
Repair	All	4	21	\$1,948
Replace	5400/5300	7	5	\$1,998
Run Upper Ditch	5100	4	17	\$715
Treatment Plants Checks	5300	58	116.5	\$7,313
Up Country Canal Checks	5100	13	84	\$3,358
Vegetation Clearing	All	20	220	\$10,722
<b>Customer Requests</b>	All	100	-	\$14,297

**Notes:**

- 5100 – Source and Supply
- 5200 – Raw Water Conveyance
- 5300 – Treatment
- 5400 – Treated Water Distribution
- 5600 – Corporation Yard



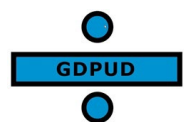
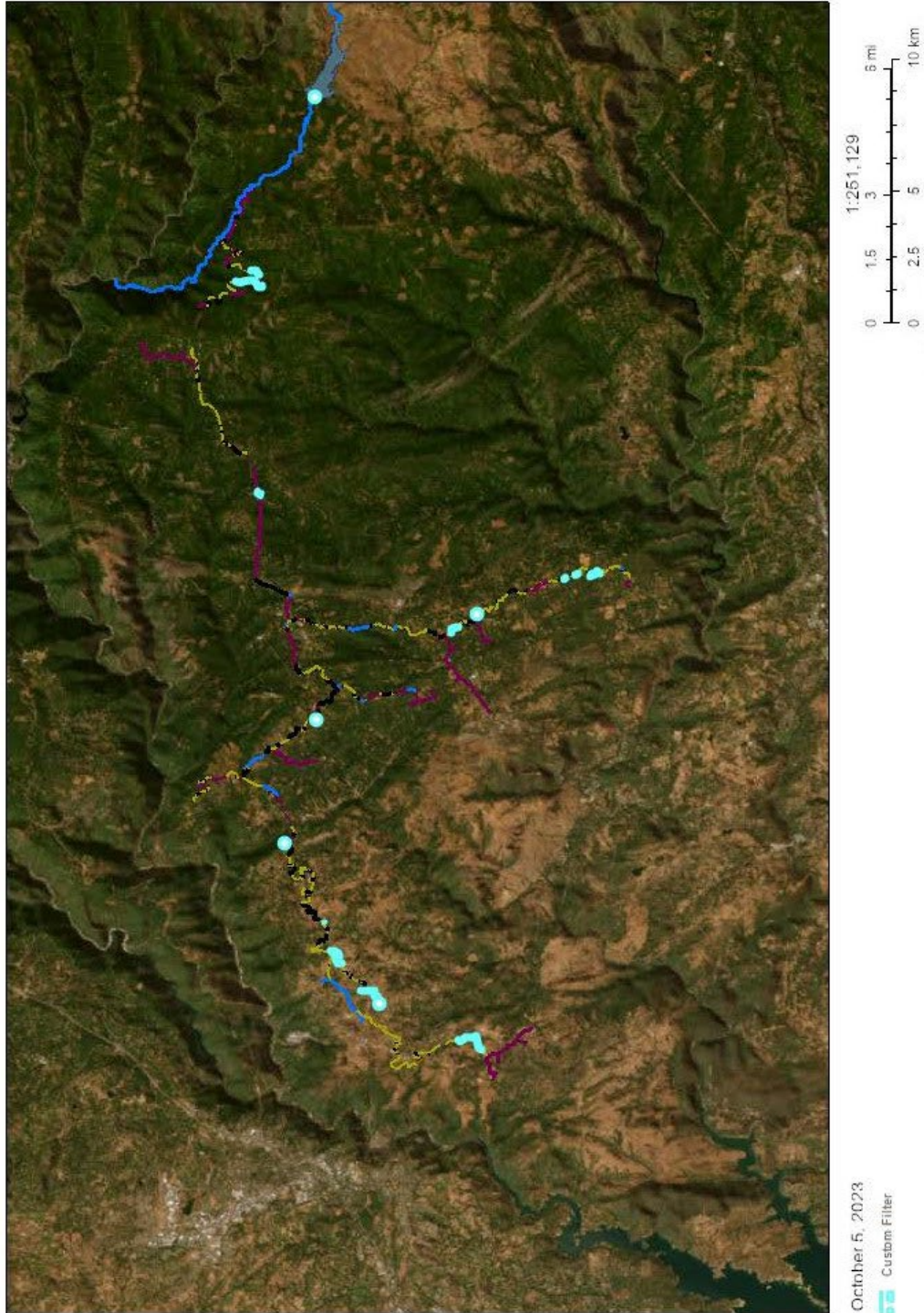
# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for September 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
October 10, 2023

Ditch Maintenance Location - September 2023



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for September 2023

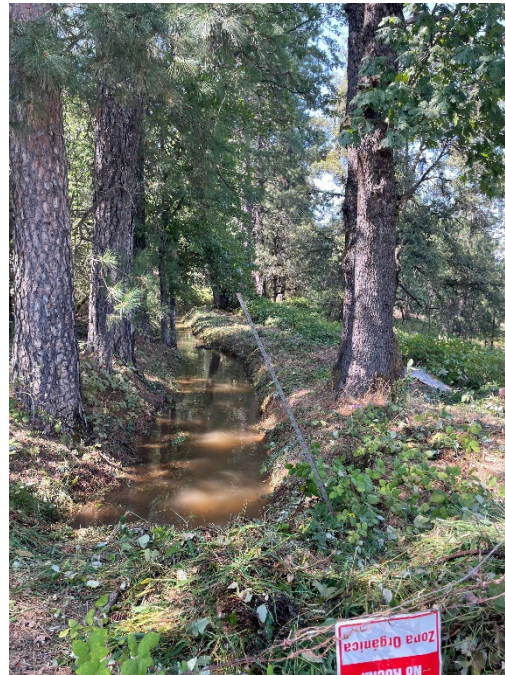
Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
October 10, 2023

### September Activities Photo Documentation



Vegetation Clearing Task – ~450 Feet | 19 Labor Hours | Trimmers, Brush Cutters, Mini-Excavator



Vegetation Clearing Task – ~500 Feet | 16 Labor Hours | Trimmers, Brush Cutters

**Vegetation Clearing (Before/After) – Irrigation Season Growth Maintenance**

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for September 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
October 10, 2023



Main Break Repair – 15 Labor Hours | Dump Truck, Vac Trailer, Service Trucks, Hand Tools



Main Break Repair – 36 Labor Hours | Dump Truck, Vac Trailer, Service Trucks, Hand Tools

### Main Break Repairs

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for September 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
October 10, 2023

### Capital Improvement Program – 2023/2024

#### Tunnel Inspection and Lining

- Planned

#### Infrastructure Replacement/HQ Building

- Planned

#### Distribution Tank Coating

- Request for Proposal Scheduled Release October/November 2023 – Kelsey Tank

#### Vehicle Replacements

- Purchase of 2023 F-550 Combo Bed Utility Truck - \$90,855



#### Mosquito Fire Mitigation

- Road Bank Repair – Substantially Complete
- Erosion Mitigation – Scheduled October 9 -27
- Levee Road – Schedule October 9-31

#### Master Meters

- In Progress
  - Projected Delivery Date of October 2023

#### Pump Station Retrofit

- In Progress
  - Reservoir Road Pump Replacement

#### Treated Water Line Replacement

- Planned

#### Pressure Regulating Valves

- Select Replacement

#### Air Release Valves

- Planned

#### Water System Reliability Study

- Final Assessment

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for September 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
October 10, 2023

### General Activities

**Capital Improvement Projects**

**Litigation Activities**

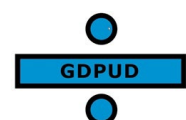
**FEMA Reimbursements**

**General Customer Service**

**Recruitment**

### Monthly Water Demand Assessment

Month	2021		2022		2023	
	Gross Water Use	Residential	Gross Water Use	Residential	Gross Water Use	Residential
<b>January</b>	119	107	121	72	118	49
<b>February</b>	113	98	114	80	96	54
<b>March</b>	112	119	133	109	111	49
<b>April</b>	159	123	130	113	117	80
<b>May</b>	211	186	168	133	153	142
<b>June</b>	253	192	193	161	197	147
<b>July</b>	276	233	235	193	245	188
<b>August</b>	257	215	234	192	227	205
<b>September</b>	222	155	207	172	183	147
<b>October</b>	161	150	174	141		
<b>November</b>	126	83	111	86		
<b>December</b>	122	60	105	83		



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Auburn Lake Trails Wastewater Management Zone Report for September 2023

6D Presented to the GDPUD Board of Directors by: Alexis Elliott

October 10, 2023

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 - 900**

**Field Activities**

- ✓ Routine Inspections: 88
- ✓ Property Transfer Processing: 7 Initial  
5e Follow Up  
3a Follow Up
- ✓ New Inspection 0
  - Plan Review 1453-54-55
- ✓ Weekly CDS Operational 5
  - New Wastewater System 0
  - New CDS Tank 0
  - New Pump Tank 1453-54-55

**Reporting**

The monthly *Sanitary Sewer Overflow (SSO) – No Spill Certification* was submitted electronically to California Regional Water Quality Control Board on California Integrated Water Quality System (CIWQS) on October 2, 2022. Station 16 winter upgrade proposal.

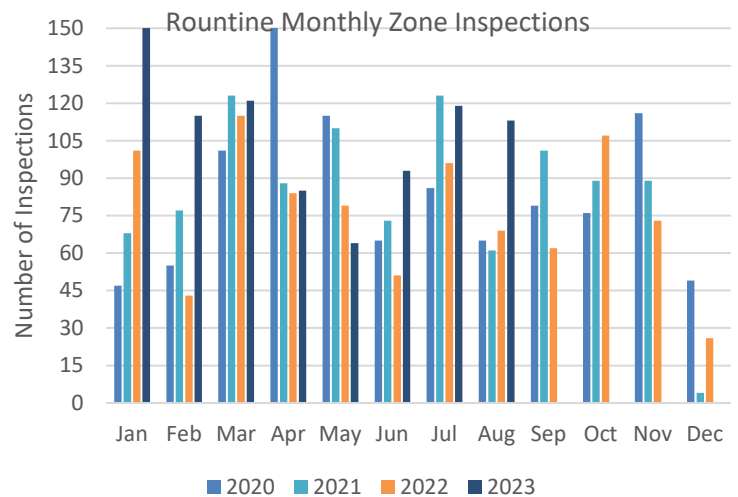
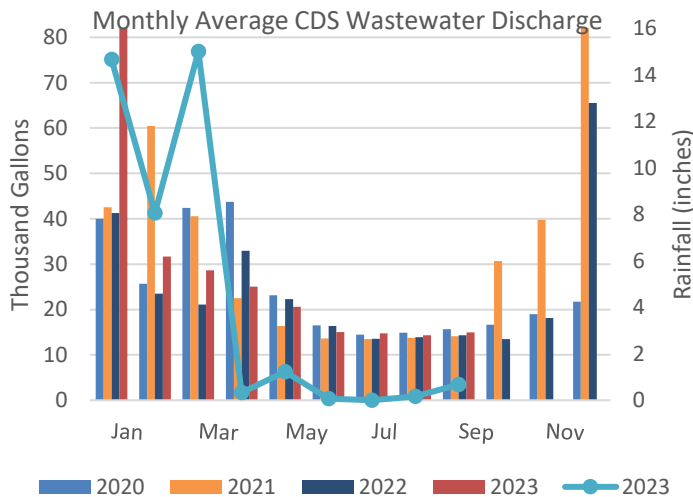
Notes: Station 16 generator service. Pick up Station 16 back up sump pump rebuild. See Monthly tracking sheet.

**CDS – Wastewater Discharge**

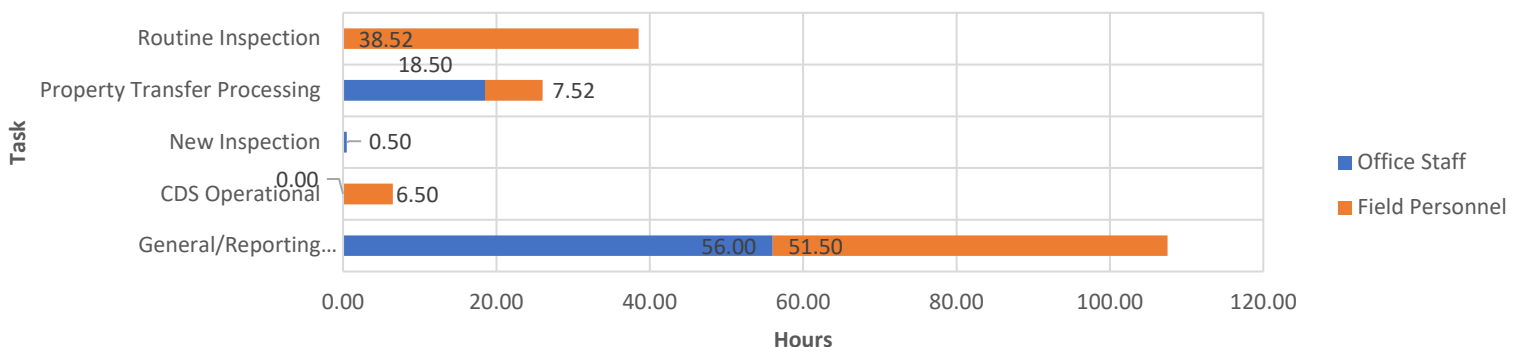
448,300 gallons / 14,943 gallon/day average

**Rainfall**

0.68



Monthly Labor Allocation



**Georgetown Divide Public Utility District**

6425 Main Street P.O. Box 4240, Georgetown, CA 95634 • (530) 333-4356 • [www.gd-pud.org](http://www.gd-pud.org)

Nicholas Schneider, General Manager



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Auburn Lake Trails Wastewater Management Zone Report for September 2023

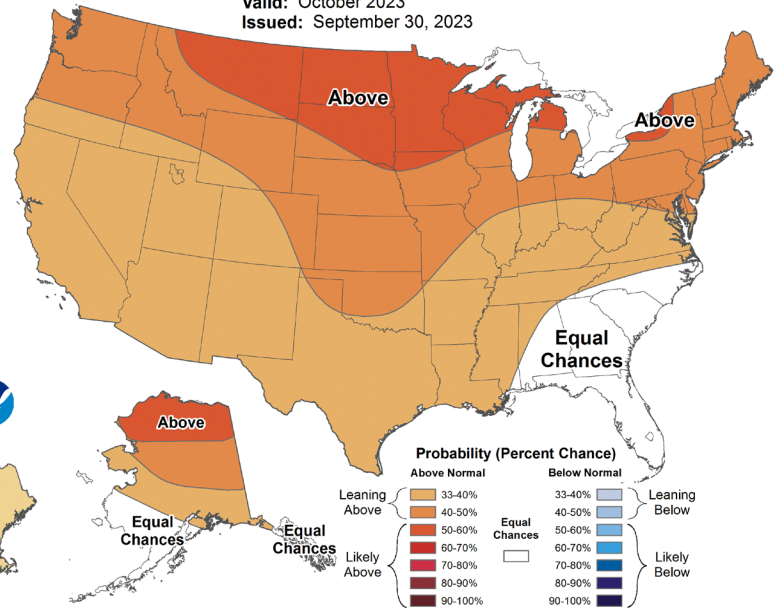
Our monthly forecast shows above average temperatures, and is leaning towards above average precipitation by 33-44%. NOAA's summary from their website continues to state that the El Niño is anticipated to continue through the Northern Hemisphere this winter with greater than 95% chance through January - March 2024.



### Monthly Temperature Outlook



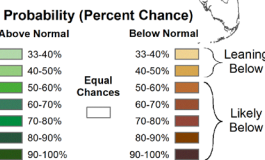
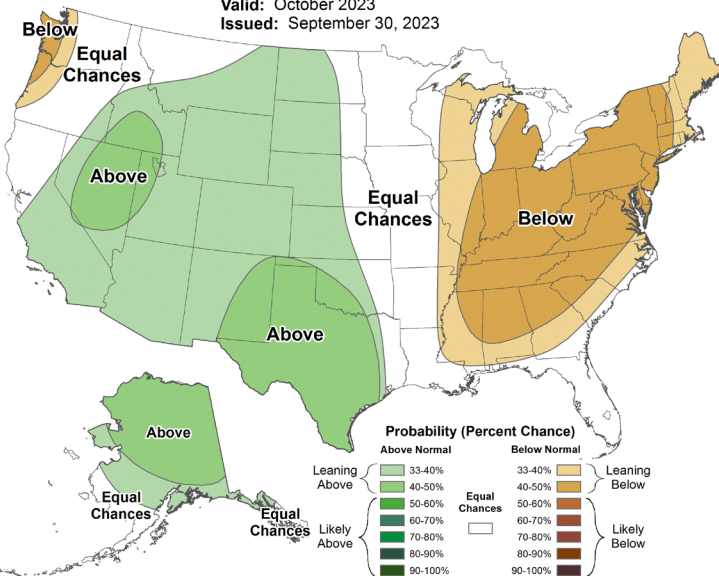
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Issued: September 30, 2023



### Monthly Precipitation Outlook



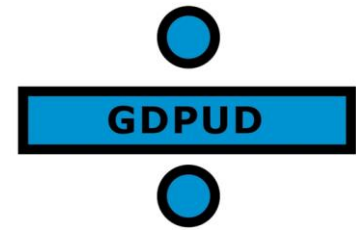
Valid: October 2023  
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### 5 Year Rainfall History Per District Records

Rainfall	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2023	14.66	8.05	15	0.33	1.23	0.07	0	0.17	0.68				40.19
2022	0.69	0.17	1.6	7.54	0.41	0.99	0	0	1.2	0.07	4.45	24.12	41.24
2021	9.10	4.72	4.30	0.14	0.01	0.00	0.02	0.00	0.93	14.29	2.84	16.59	52.94
2020	5.26	0.00	10.15	5.49	2.84	0.06	0.00	0.00	0.00	0.00	4.64	3.51	31.95
2019	10.00	18.09	6.89	2.02	6.50	0.00	0.00	0.00	1.30	0.40	1.88	11.13	58.21

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF October 10, 2023.  
AGENDA ITEM NO. 6. E.**



**AGENDA SECTION: INFORMATIONAL ITEMS**

**SUBJECT: GENERAL MANAGERS REPORT**

**PREPARED BY: Nicholas Schneider, General Manager**

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**BACKGROUND**

General Manager's Report

**SUMMARY OF ACTIVITIES**

**Week of September 10-16**

- Attended Water Rights Legislation workgroup on 9-11-23 at ACWA. (Virtual)
- Held a Board Meeting on September 12, 2023.
- Attended BBK Training on September 13. (In Person)
- Attended RWA Board Meeting on September 14. (In Person)

**Week of September 17-23**

- Participated in Interviews for Staff position openings September 19<sup>th</sup> and 20<sup>th</sup>.

**Week of September 24-30**

- Participated in Founders Day on Sept 24.
- Toured Fire damage and canal leak-up country on September 26th.
- Attended the El Dorado, Office of Wildfire Preparedness and Resilience (OWPR) September 27-23. (in Person)
- Attended the VA Ad Hoc Committee on September 29th. (In-Person)

**Week of October 1-7**

- Met with Alana Jenkins with Georgetown Divide Rec and Park District on October 3rd.
- Hosted a Legislative Visit at the District on October 4<sup>th</sup>.
- Testified at the SWRCB meeting on October 4<sup>th</sup>. (In Person)
- Attended the Grand Opening of Senator Avarado-Gil's new office on September 5th. (In Person)
- Attended the ACWA Water Rights Workgroup on October 6th. (Virtual)

**GOOD NEWS UPDATES**

-Received word about State Appropriation received \$250,000 for generators and AMI metering.

## UPCOMING ACTIVITIES

- EDWA Fall 2023 Countywide Plenary for Water on October 19, 2023
- Financial Management for Special Districts on October 25th and 26th.
- SLC Meeting on October 27th.
- 2023-2024 JPIA Leadership Essentials on November 1<sup>st</sup> through 3<sup>rd</sup>.



GDPUD Booth at Founder's Day

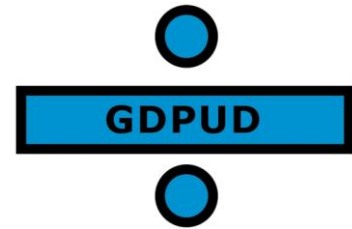


GDPUD enjoying Founder's Day Festivities with the community.



Legislative Visit and Tour October 4<sup>th</sup>.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF October 10, 2023  
AGENDA ITEM NO. 8. A.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: REQUEST FOR LEAKAGE CONSIDERATION**

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

**APPROVED BY:** Nicholas Schneider, General Manager

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**BACKGROUND**

District Policy 1118 establishes the process for Leakage Consideration. The District offers this consideration to allow for a one-time adjustment to a customer bill if certain criteria are met. These adjustments are allowed once per customer every three years.

**DISCUSSION**

On approximately 9-21-23 the District was notified of an abnormal billing cycle from customer x (acct # 041-0047-001). Staff did a meter download to determine what happened. Staff came to the conclusion that it is likely the meter malfunctioned from June 28 to July 27 causing customer x's bill to go from 126.95 in 2022 to 778.88 in 2023. Under normal circumstances this leakage consideration should be approximately \$391.16, however, due to the meter malfunction it would be appropriate to credit customer x \$651.93. Customer x's bills are very consistent and feels this would be the best course of action. This action would constitute customer x's one leakage consideration for the three-year period.

**FISCAL IMPACT**

The District would absorb \$651.93 in treated water revenue and a credit for the charges would be applied to the account of the customer if the Board of Directors approves the consideration. This would be approximately \$260.77 more than a traditional leakage consideration.

**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

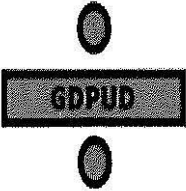
Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) consider the leakage consideration and make a determination in the best interest of the District.

**ALTERNATIVES**

Deny the request, or develop an alternative accommodation.

**ATTACHMENTS**

1. Redacted Customer X Bills



Georgetown Divide Public Utility District  
 6425 MAIN STREET  
 GEORGETOWN, CA 95634  
 (530) 333-4356  
 www.gd-pud.org

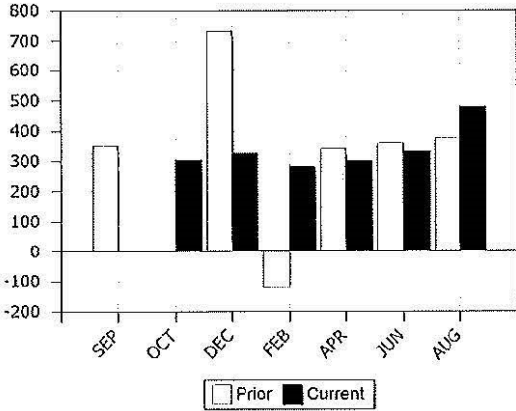


Account Number	AMOUNT DUE
	\$114.95
Due Date	After Due Date Pay
9/30/2022	\$126.95
Account Name	
Service Address	
Amount Enclosed	

PLEASE NOTE: Payments received after the due date, and with a balance of \$25 or more, will be charged a 10% penalty fee. Activation fees will apply if service is discontinued for nonpayment. In addition, On request, the District will provide printed materials in alternate accessible formats, such as a larger printed bill.

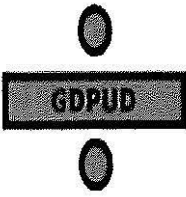
CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
Status	Service Dates			Bill Date	Penalty Date	Due Date
	From	To	# Days			
Active	6/30/2022	8/31/2022	62	9/1/2022	10/1/2022	9/30/2022



CURRENT READING	PREVIOUS READING	USAGE CF
23,576	23,097	479

PREVIOUS BALANCE	\$120.61
PAYMENTS	\$132.61-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>CREDIT BALANCE</b>	<b>\$12.00-</b>
BASE CHARGE	61.76
WATER CONSUMPTION	12.84
ZONE CHG	22.19
SUPPLEMENT FEE	30.16
<b>CURRENT BILL</b>	<b>\$126.95</b>
<b>AMOUNT DUE</b>	<b>\$114.95</b>
AMOUNT DUE AFTER 09/30/2022	\$126.95



Georgetown Divide Public Utility District  
 6425 MAIN STREET  
 GEORGETOWN, CA 95634  
 (530) 333-4356  
 www.gd-pud.org

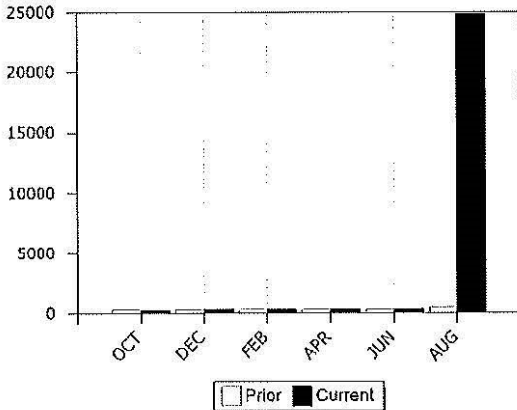


Account Number	AMOUNT DUE
	\$778.88
Due Date	After Due Date Pay
9/30/2023	\$856.77
Account Name	
Service Address	
Amount Enclosed	

PLEASE NOTE: Payments received after the due date, and with a balance of \$25 or more, will be charged a 10% penalty fee. Activation fees will apply if service is discontinued for nonpayment. In addition, On request, the District will provide printed materials in alternate accessible formats, such as a larger printed bill.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

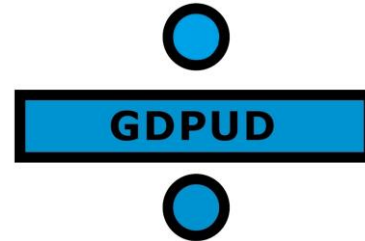
Name		Service Address			Account Number	
Status	Service Dates			Bill Date	Penalty Date	Due Date
	From	To	# Days			
Active	6/30/2023	8/31/2023	62	8/31/2023	10/1/2023	9/30/2023



CURRENT READING	PREVIOUS READING	USAGE CF
26,037	1,232	24,805

PREVIOUS BALANCE	\$111.46
PAYMENTS	\$111.46-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>
BASE CHARGE	61.76
WATER CONSUMPTION	664.77
ZONE CHG	22.19
SUPPLEMENT FEE	30.16
<b>CURRENT BILL</b>	<b>\$778.88</b>
<b>AMOUNT DUE</b>	<b>\$778.88</b>
AMOUNT DUE AFTER 09/30/2023	\$856.77

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF OCTOBER 10, 2023  
AGENDA ITEM NO. 8. B.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: AFFIRMATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER**

**PREPARED BY: Frank Splendorio, General Counsel**

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**BACKGROUND**

The District entered into an Employment Agreement with Nicholas Schneider to serve as the District's General Manager on August 17, 2022 (Attachment 1).

**DISCUSSION**

As permitted under the existing agreement, and upon a satisfactory performance evaluation, Mr. Schneider is entitled to request contractual changes to his contract. Accordingly, the proposed draft First Amendment to the Original Agreement has been prepared for Board approval (Attachment 2).

In sum, the changes are as follows:

- an increase in base salary from \$169,000 to \$190,000 annually;
- maximum vacation accrual changed to 320 hours instead of 240 hours;
- 5% annual deferred compensation benefit of base salary (instead of matching requirement).
- other legal changes and updates for clarity and/or to conform to best practices and current law;
- severance benefit for termination without cause increased to 6 months;
- termination by Board allowed after 120 days after election (instead of 90);
- if Board provides merit-based salary increase, it is capped at 5% (no cap previously);
- contract term of 5 years with annual salary adjustment set to CPI with max cap of 5%;
- bereavement leave to coincide with District personnel manual.

For ease of reference and comparison, the specific redlines being changed by the Amendment are attached on Attachment 3.

**FISCAL IMPACT**

The salary and benefits contained in the First Amendment to Employment Agreement are budgeted within the FY 2023-2024 Budget.

**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

It is recommended that the Board of Directors affirm the First Amendment to Employment Agreement between the Georgetown Divide Public Utility District and Nicholas Schneider with the adoption of Resolution 2023-XX (Attachment 4).

**ALTERNATIVES**

The Board may choose to request substantive changes to the Resolution for Staff to implement.

**ATTACHMENTS**

1. General Manager Employment Agreement
2. First Amendment to General Manager Employment Agreement
3. Redlines Changes General Manager Job Description
4. Resolution 2023-XX



**EMPLOYMENT AGREEMENT  
GEORGETOWN DIVIDE PUBLIC UTILITY  
DISTRICT GENERAL MANAGER**

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) is made and entered into this 17 th day of August 2022 (“Effective Date”), by and between the Georgetown Divide Public Utility District, a California public utilities district (the “District”) and Nicholas Schneider (“Employee”), an individual. The District and Employee may individually be referred to herein as “Party” or collectively as “Parties”. 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 16111, subdivision (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; and

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 for the 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. Employee's starting date with the District is September 26, 2022.

**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 2020, 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 Forty-Five Thousand Dollars (\$45,000.00) without the express consent of the Board. Employee has authority to enter into any contract up to Forty-Five Thousand Dollars (\$45,000.00), 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 2020. 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.

Notwithstanding the above, the District acknowledges Employee’s current outside employment as an adjunct professor at Mount Jacinto College where he teaches an online class in Horticulture. It is understood and agreed that this outside employment will not interfere with

Employee's duties to the District. If at any time it is determined by the Board of Directors that this or other outside employment is in any way inconsistent with the interests or objectives of the District, Employee will be notified of such and required to cease such outside employment.

**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 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 2.8 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 Sixty-Nine Thousand Dollars (\$169,000.00) ("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 (PEPRA). Pursuant to the Public Employees' Pension Reform Act, Employee shall contribute 6.75% of District's cost rate of as contribution to PERS plan as required contribution. District's contribution on behalf of Employee is 7.47% for FY 2022-23. Employee's plan shall be integrated with Social Security.

**Section 3.5 Deferred Compensation.** Employee has been enrolled in the ICMA Deferred Compensation Plan. The District will contribute a matching amount of up to five percent (5%) of 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 two hundred forty (240) hours of vacation leave. Once Employee accrues the maximum two hundred forty (240) hours of vacation leave, no additional accrual will occur until Employee's bank of vacation leave is reduced below two hundred forty (240) hours. Employee will have forty (40) hours of vacation credited upon date of hire and available for use immediately as needed. Upon separation, Employee is entitled to receive payment at their current base pay for all vacation time earned but not taken as of the effective date of separation.

**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. Administrative Leave.** In recognition of the extra hours required outside of a typical workday or work week, Employee shall earn forty (40) hours of Administrative Leave every July 1. This leave shall be used in the same manner as vacation leave. All Administrative Leave received by Employee pursuant to this Agreement must be used prior to July 1 of each year and any unused Administrative Leave time shall automatically expire.

**Section 3.9 Cellular Phone and Computer Equipment.** 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. The District will also purchase a computer tablet for Employee to be used at office or at home.

**Section 3.10 Holidays.** Employee shall be entitled to observe, with pay, the twelve (12) observed holidays as outlined in the District's Personnel Rules.

**Section 3.11 District-Related Business Travel Reimbursement.** Employee's duties require that he have continuously available transportation for District business or other related purposes. Employee may elect to utilize personal 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. Any incurred expenses authorized by the District during the transition time prior to start date of September 26, 2022, for Employee will also be directly reimbursed by the District.

**Section 3.12 Automobile Allowance.** Employee shall receive a monthly vehicle allowance in the amount of five hundred dollars (\$500.00) during his employment so that he may procure or use a vehicle he owns while engaged in District business, such as conferences, meetings and travel to and from his private residence. Employee shall be responsible for paying the cost of liability, property damage, and comprehensive insurance, and for the purchase of, operation, maintenance, repairs and replacement of said automobile.

**Section 3.13 Use of District Vehicle.** Employee may have the use of a District vehicle during work hours that will be housed at District Office for use during workday as needed. Vehicle is not to be driven to or stored at Employee's home except during a documented or authorized emergency situation.

**Section 3.14 Moving Expenses.** The District will reimburse Employee or pay directly to the Moving Company upon submittal of receipts, the lowest of three (3) bids not-to-exceed \$10,000 (Ten Thousand Dollars) for moving household expenses on behalf of Employee. It is anticipated that there may be a delay of up to six (6) months and not more than nine (9) months required for incurring this expenditure without further discussion and approval by the Board. Should Employee leave the District Employee prior to completion of one (1) year will require 100% reimbursement by Employee. If Employee leaves before the end of second year, Employee will be required to reimburse 50%.

**Section 4. Performance Evaluation.** 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 September 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 4.1 Merit-Based Salary Increase.** The Board of Directors will consider a request by Employee for a salary increase upon Employee's receipt of a performance evaluation with an overall rating of satisfactory or better performance at the end of Employee's 12<sup>th</sup> month of service, and on a once-yearly basis thereafter when Employee receives an overall rating of satisfactory or better on an annual performance evaluation.

## **Section 5. Termination of Employment and Severance.**

**Section 5.1. 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 5.2. 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 5.3. 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 5.4. 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 any felony or a misdemeanor crime of moral turpitude;
2. Disclosing confidential information of the District;
3. Unjustifiable and willful neglect of the duties described in this Agreement;

4. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
5. Repeated and protracted unexcused absences from General Manager's office and duties;
6. Willful destruction or misuse of District property;
7. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
8. Willful violation of federal, state or District discrimination laws;
9. Continued substance abuse which adversely affects performance of Employee's duties as General Manager;
10. Refusal to take or subscribe any oath or affirmation which is required by law;
11. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of General Manager with or without reasonable accommodation, which places an undue burden on the District; or
12. Dishonesty.

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 6. Indemnification.** 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 (Gov. 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 7. 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:  
 White Brenner 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: Nicholas Schneider c/o Address on file with District

**Section 8. 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 9. General Provisions.**

**Section 9.1 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 9.2 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 9.3 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 9.4 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 9.5 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 9.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Section 9.7 Venue.** Venue for all legal proceedings shall be in the Superior Court of California for El Dorado County.

**Section 9.8 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 9.9 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 9.10 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 9.11 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 9.12 Mandatory and Permissive.** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**Section 9.13 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 9.14 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 9.15 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 9.16 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 9.17 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:**

Georgetown Divide Public Utility District, a California public utility district

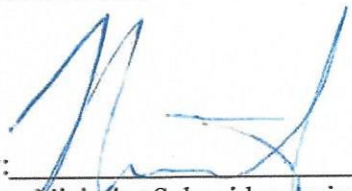
By:   
Michael Saunders, President

Date Signed: 8/6/2022

Approved as to Form and Content:

By:   
Barbara A. Brenner, District General Counsel

**EMPLOYEE:**

By:   
Nicholas Schneider, an individual

Date Signed: 8-18-22

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
GENERAL MANAGER**

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT** (“First Amendment” or “Amendment”) is made and entered into this 10th day of October 2023, by and between the Georgetown Divide Public Utility District, a California public utilities district (the "District") and Nicholas Schneider ("Employee"), an individual. The District and Employee may individually be referred to herein as "Party" or collectively as “Parties”. There are no other parties to this Agreement.

**RECITALS**

A. The District entered into that certain Employment Agreement with Employee, which was made effective August 17, 2022 (“Original Agreement” or “Agreement”), for Employee to serve as General Manager for District.

B. The Parties desire to execute this Amendment upon a successful evaluation of Employee’s performance to date, and in order to ensure the terms and conditions of employment remain at parity with the market and/or updated personnel-related terms and conditions generally applicable to other District personnel.

**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:

**TERMS**

1. Subsection B. of Section 2.3., “General Manager Duties” is hereby deleted in its entirety and the remaining subsections of Section 2.3. are re-numbered accordingly.

2. Section 2.4., “Secondary Employment” of the Agreement is hereby amended in its entirety to read as follows:

**“Section 2.4. Limited Secondary Employment.** Employee agrees to devote all of his productive time, ability, and attention to the District's business during normal business hours and, as necessary, outside the normal business hours. During the Term of this Agreement, Employee shall inform and obtain approval from the District of any secondary employment by Employee and shall have no actual or apparent conflict of interest with the District, and any employment may only be performed outside of regular District business hours, and at all other times, must not interfere with, distract from, or otherwise deprioritize any District business. It is understood that Employee, as an FLSA exempt General Manager of the District must regularly perform work for the District outside of “normal office hours” and Employee agrees that no secondary employment shall interfere with such duties. Notwithstanding the foregoing, 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.”

3. Section 2.6., “At-Will Employment” of the Agreement is hereby amended in its entirety to read as follows:

**“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, without right of appeal. 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, subject to the provisions set forth in Section 5.”

4. Section 3.1., “Base Salary” of the Agreement is hereby amended in its entirety to read as follows:

**“Section 3.1. Base Salary.** Employee shall be paid at a rate of One Hundred and Ninety Thousand Dollars (\$190,00.00) ("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.”

5. A new Section 3.2., “Contract Term” is hereby added to read as follows (the prior Section 3.2 in the Agreement, and following subsections of Section 3, shall be re-numbered accordingly):

**“Section 3.2. Contract Term.** The term of this Agreement will be five (5) years. For the term of this Agreement, the base salary shall be adjusted annually upon the anniversary of the Effective Date of this Agreement equivalent to the average of the prior year’s Consumer Price Index (“CPI”) as published by the United States Department of Labor for the San Francisco-Oakland-Hayward area; provided, however, that no such salary increase shall be less than 1%, or more than 5%, in any given year.”

6. Section 3.5., “Deferred Compensation” is hereby amended in its entirety to read as follows (including the re-numbering):

**“Section 3.6 Deferred Compensation.** Employee has been enrolled in the ICMA Deferred Compensation Plan. To the maximum extent permissible under the Plan, the District will contribute five percent (5%) of Base Salary on an annual basis either throughout the year or annually, as determined by the District, to the ICMA Deferred Compensation Plan.”

7. Section 3.6., “Vacation Leave” is hereby amended in its entirety to read as follows (including the re-numbering):

**“Section 3.7. 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. Upon separation, Employee is entitled to receive payment at their current base pay for all vacation time earned but not taken as of the effective date of separation.”

8. A new Section 3.9., “Bereavement Leave” is hereby added to read as follows (the prior Section 3.9. in the Agreement and following subsections of Section 3., shall be re-numbered accordingly):

**“Section 3.9. Bereavement Leave.** Employee is eligible to take bereavement leave as provided in the District’s Personnel Manual.”

9. Section 4.1., “Merit-Based Salary Increase” is hereby amended in its entirety to read as follows:

**“Section 4.1. Merit-Based Salary Increase.** The Board of Directors will consider a request by Employee for a salary increase upon Employee’s receipt of a performance evaluation with an overall rating of satisfactory or better performance at the end of Employee’s 12th month of service, and on a once-yearly basis thereafter when Employee receives an overall rating of satisfactory or better on an annual performance evaluation. The increase, if awarded, will be a maximum of five percent (5%) of additional salary increase, which shall be in addition to any mandatory increases set forth in Section 3.2.”

10. Section 5.2., “Termination by the Board” is hereby amended in its entirety to read as follows:

**“Section 5.2. 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 one hundred twenty (120) 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.”

11. Section 5.3., “Termination without Good Cause” is hereby amended in its entirety to read as follows:

**“Section 5.3. 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 six (6) 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 without cause, District shall pay the Employee’s continued medical, vision and dental benefits under the federal Consolidated Omnibus Budget Reconciliation Act for the same duration of time for which Employee’s Base Salary is continued (subject to the limits of Government Code section 53260). Employee’s receipt of Severance benefits authorized by this section is conditioned on Employee’s execution of a general waiver and release of claims against the District and related entities and covenant not to sue.”

12. Section 7., “Notices” is hereby amended in its entirety to read as follows:

**“Section 7. 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

If to Employee: Nicholas Schneider c/o Address on file with  
District

13. Except as otherwise amended, modified, or otherwise changed by this First Amendment which shall go into effect upon Board approval, the Original Agreement shall remain in full force and effect.

***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:**

Georgetown Divide Public Utility District, a California public utility district

**EMPLOYEE:**

\_\_\_\_\_  
Nicholas Schneider, an individual

By: \_\_\_\_\_  
Mitch MacDonald, President

Approved as to Form:

\_\_\_\_\_  
Frank Splendorio, General Counsel

**REDLINED CHANGES TO  
APPLICABLE SECTIONS OF EMPLOYMENT AGREEMENT**

**Section 2.3.B.**

~~Employee does not have authority to enter into any contract in excess of Forty Five Thousand Dollars (\$45,000.00) without the express consent of the Board. Employee has authority to enter into any contract up to Forty Five Thousand Dollars (\$45,000.00), 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~~

**Section 2.4.**

**No Secondary Employment.** Employee agrees to devote all of his productive time, ability and attention to the District's business during normal business hours and, as necessary, outside the normal business hours. 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.~~ inform and obtain approval from the District of any secondary employment by Employee and shall have no actual or apparent conflict of interest with the District, and any employment may only be performed outside of regular District business hours, and at all other times, must not interfere with, distract from, or otherwise deprioritize any District business. It is understood that Employee, as an FLSA exempt General Manager of the District must regularly perform work for the District outside of "normal office hours" and Employee agrees that no secondary employment shall interfere with such duties. Notwithstanding the above, the District acknowledges Employee's current outside employment as an adjunct professor at Mount Jacinto College where he teaches an online class in Horticulture. It is understood and agreed that this outside employment will not interfere with Employee's duties to the District. If at any time it is determined by the Board of Directors that this or other outside employment is in any way inconsistent with the interests or objectives of the District, Employee will be notified of such and required to cease such outside employment. ~~foregoing, 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 2.6.**

**At-Will Employment.** Employee is an "at will" employee serving at the pleasure of the Board, as provided in Public Utilities Code section 16112-, without right of appeal. 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, subject to the provisions set forth in Section 5.

**Section 3.1.**

**Base Salary.** Employee shall be paid at a rate of One Hundred ~~Sixty-Nine~~Ninety Thousand Dollars (~~\$169~~190,000.00) (“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. (newly added)**

**Contract Term.** The term of this Agreement will be five (5) years. For the term of this Agreement, the base salary shall be adjusted annually upon the anniversary of the Effective Date of this Agreement equivalent to the average of the prior year’s Consumer Price Index (“CPI”) as published by the United States Department of Labor for the San Francisco-Oakland-Hayward area; provided, however, that no such salary increase shall be less than 1%, or more than 5%, in any given year.

**Section 3.6 (formerly Section 3.5.)**

**Deferred Compensation.** Employee has been enrolled in the ICMA Deferred Compensation Plan. To the maximum extent permissible under the Plan, ~~the~~ District will contribute a matching amount of up to five percent (5%) of 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 3.7 (formerly 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 ~~two hundred forty (240)~~three hundred twenty (320) hours of vacation leave. Once Employee accrues the maximum ~~two hundred forty (240)~~three hundred twenty (320) hours of vacation leave, no additional accrual will occur until Employee’s bank of vacation leave is reduced below ~~two hundred forty (240)~~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.~~ Upon separation, Employee is entitled to receive payment at their current base pay for all vacation time earned but not taken as of the effective date of separation.

**Section 3.9. (newly added)**

**Bereavement Leave.** Employee is eligible to take bereavement leave as provided in the District’s Personnel Manual.

**Section 4.1.**

**Merit-Based Salary Increase.** The Board of Directors will consider a request by Employee for a salary increase upon Employee's receipt of a performance evaluation with an overall rating of satisfactory or better performance at the end of Employee's 12<sup>th</sup> month of service, and on a once-yearly basis thereafter when Employee receives an overall rating of satisfactory or better on an annual performance evaluation. The increase, if awarded, will be a maximum of five percent (5%) of additional salary increase, which shall be in addition to any mandatory increases set forth in Section 3.2.

## **Section 5.2.**

**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)~~ one hundred twenty (120) 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 5.3.**

**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)~~ six (6) 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 without cause, District shall pay the Employee's, Employee shall be entitled to continued medical, vision and dental benefits at his cost pursuant to the provisions of the under the federal Consolidated Omnibus Budget Reconciliation Act for the same duration of time for which Employee's Base Salary is continued (subject to the limits of Government Code section 53260). Employee's receipt of Severance benefits authorized by this section is conditioned on Employee's execution of a general waiver and release of claims against the District and related entities and covenant not to sue.

## **Section 7.**

**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: White Brenner 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:                   Nicholas Schneider c/o Address on file with District

**RESOLUTION NO. 2023-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AFFIRMING THE FIRST AMENDMENT TO EMPLOYMENT AGREEMENT WITH**  
**NICHOLAS SCHNEIDER**

**WHEREAS**, the Board of Directors (Board) of the Georgetown Divide Public Utility District (District) entered into an agreement with Nicholas Schneider to serve as General Manager on August 17, 2022; and

**WHEREAS**, after a satisfactory performance evaluation, the Parties have agreed to make various changes to the Original Agreement and enter into a First Amendment; and

**WHEREAS**, salary and benefits contained in the First Amendment to Employment Agreement is budgeted in the FY 2023-2024 Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** the First Amendment to Employment Agreement (**Exhibit A**) between the District and Nicholas Schneider is **AFFIRMED**.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of October 2023, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Elizabeth Olson, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## CERTIFICATION

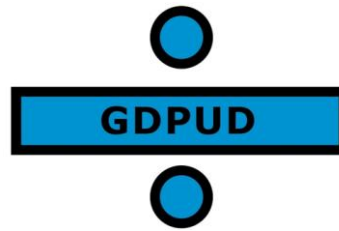
I hereby certify that the foregoing is a full, true and correct copy of Resolution 2023-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10th day of October 2023.

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Elizabeth Olson, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT

**REPORT TO THE BOARD OF DIRECTORS**  
**BOARD MEETING OF October 10, 2023**  
**AGENDA ITEM NO. 8. C.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: CONSIDER AMENDING THE PROCUREMENT POLICY ADOPTED ON APRIL 11, 2023, WITH POLICY 2135 TO INCLUDE ADJUSTMENT OF GENERAL MANAGER PROCUREMENT LIMIT**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**APPROVED BY:** Nicholas Schneider, General Manager

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**BACKGROUND**

The Ad-Hoc Policy Committee was established to standardize the process of developing, reviewing, and adopting policies and procedures. During the committee meeting of February 23, 2023, Staff recommended changes to the Procurement Policy adopted by the Board of Directors on October 9, 2018 (*Attachment 1*). During the April 11 Regular Board Meeting Policy 2135 was adopted with Board direction to amend the policy in September 2023. The General Manager's procurement limit is requested to be lowered in measure with industry standards. The General Manager's Employment Agreement and Policy 2135 both reference the procurement limits. Simultaneous adjustment of the documents provides continuity across District guidelines, policies, and understandings. The General Manager's procurement limit was increased during the construction of the Sweetwater Treatment Plant to facilitate construction project needs. Given the lack of extenuating circumstances, the Board has requested the amount be adjusted.

**DISCUSSION**

The changes in the replacement Policy 2135 are shown below and include updates, additions, and changes.

**FISCAL IMPACT**

There are no fiscal impacts.

**CEQA ASSESSMENT**

Not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt Resolution 2023-XX amending Policy 2135, Procurement Policy and Procedures, adopted April 11, 2023.

**ALTERNATIVES**

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

**ATTACHMENTS**

1. Procurement Policy adopted October 9, 2018.
2. Resolution 2023-XX amending Policy 2135, Procurement Policy and Procedures (including EXHIBIT A – 2135 Procurement Policy)





# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT Policy Manual

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**POLICY NAME: PROCUREMENT POLICY AND PROCEDURES**

**POLICY NUMBER: 2135 Adopted: October 9, 2018 Amended: April 11, 2023**

## **ARTICLE I. GENERAL**

### **Section 1.01 Purpose**

The purpose of this policy is to establish the procedures governing purchase requisitions for materials, supplies, and equipment in accordance with the State of California Government Code and contracting for public projects and consulting services in accordance with the State of California Public Contract Code and the Uniform Public Construction Cost Accounting Act.

### **Section 1.02 Definitions**

For the purposes of this policy, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

**Bidder's List** – refers to a list of prospective vendors.

**Consultant** – refers to a specially trained and experienced individual or firm for which they are qualified to provide expert services or advice related to financial, economic, accounting, architectural, engineering, legal, insurance, data processing, personnel, or other administrative matters,

**Board** - refers to the Board of Directors of Georgetown Divide Public Utility District.

**Contractor's List** – refers to a list of contractors qualified to perform the duties required to construct public projects, which should be developed and maintained by the General Manager using the criteria detailed by the California Uniform Construction Cost Accounting Commission.

**District** – refers to the Georgetown Divide Public Utility District.

**Emergency** - refers to a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

**Equipment** - includes large heavy equipment, vehicles, furniture, and fixtures.

**Facility** – means any plant, building, structure, ground facility, or utility system, subject to the limitation found in Public Contract Code Section 22002(c)(3), real property, streets, and highways, or other public works improvement.

**Force Account** – refers to the part of the financial account of a public body resulting from the employment of a labor force usually distinguished from the part resulting from contracting similar services with commercial agencies. The Uniform Public Construction Cost Accounting Act allows for public work in the amount of \$60,000 or less to be performed by

## Procurement Policy and Procedures

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a public agency's force account using the public agency's own resources, or by negotiated contract, or by purchase order.

**General Manager** - is the General Manager as appointed by the Board of Directors of Georgetown Divide Public Utility District.

**Government Code** - refers to the Government Code of the State of California.

**Local Business Preference List** – refers to a list of vendors located within the District and are qualified to provide supplies, equipment, and services for maintenance and public projects.

**Professional Services** – shall mean and include professional services of any type or variety, including, but not limited to, services rendered by accountants, appraisers, architects, attorneys, auditors, designers, engineers, inspectors, physicians, surveyors, and other professional and technical callings requiring special licenses or certifications.

**Public Contract Code** - refers to the Public Contract Code of the State of California.

**Public Project** - defined in Chapter 2, Section 22002 of the Public Contract Code as:

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) In the case of a publicly owned utility system, a "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.
- (d) A public project does not include maintenance work. For purposes of this policy, maintenance work includes all of the following:
  - (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
  - (2) Minor repainting.
  - (3) Resurfacing of streets and highways at less than one inch.
  - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
  - (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts or higher.

**Purchase** – refers to the acquisition of property including rental lease or trade.

**Purchasing Agent** - refers to the appointed positions of the District charged with responsibilities governing procurement of supplies, equipment, and contracts for maintenance and public project services.

**Responsible Bidder** - refers to a bidder who has demonstrated the specified qualifications and capabilities to satisfy the proposed work requirements and responds appropriately according to the demands of the bidding instructions.

## Procurement Policy and Procedures

**Supplies** - includes materials, small tools and equipment, and other goods or commodities utilized in the daily operational efforts of the District.

**Uniform Construction Cost Accounting Act (Act)** – the Act is legislation that was enacted in 1983 to help promote uniformity of the cost accounting standards and bidding procedure on construction work performed or contracted by public entities in the “state” (Section 22001). The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found in Sections 22000-22045.

### **1.03 Purchasing Agents**

- (a) The Office Finance Manager, Operations Manager, or General Manager shall act as the Purchasing Agents for procurements up to Five Thousand Dollars (\$5,000). The Operations Manager does not have signature authority on contracts procured pursuant to this policy.
- (b) The General Manager shall act as the Purchasing Agent for procurements with a value of more than Five Thousand Dollars (\$5,000.00) and up to twenty five thousands (\$25,000.00) ~~Forty-Five Thousand Dollars (\$45,000.00)~~.
- (c) Procurement limits and contract signing authority are listed in Table 1.03(c), below:

<b>Table 1.03(c) - Procurement Limits and Contract Signing Authority</b>		
<b>Title</b>	<b>Procurement Limit</b>	<b>Contract Authority</b>
General Manager	Up to <del>\$45,000</del> <u>\$25,000</u>	Up to <del>\$45,000</del> <u>\$25,000</u> without Board authorization. Over <del>\$45,000</del> <u>\$25,000</u> requires Board authorization.
Operations Manager	Up to \$5,000	None
Office Finance Manager	Up to \$5,000	None

*NOTE: This table serves to summarize the provisions of Section 1.03. If this table conflicts with the language of Section 103, the latter shall control.*

### **Section 1.04 Purchasing Agent Duties**

The purchasing agent shall have the authority to:

- (a) Purchase or contract for supplies, equipment, maintenance services, or public projects in accordance with the purchasing procedures detailed in this directive; *Exception.* The Operations Manager does not have signature authority on contracts procured pursuant to this policy;
- (b) Procure quality supplies, equipment, and services for maintenance and public projects at the least expense to the District;
- (c) Obtain as full and open competition as possible on all purchases and contracts;
- (d) Keep informed of the current developments in the field of purchasing and contract administration as well as prices, market conditions and new products;

## **Procurement Policy and Procedures**

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- (e) Maintain reasonably necessary forms for the administration and operation of adhering to the procedures detailed in this directive;
- (f) Supervise the regular inspection of all supplies and equipment for adequacies in their intended use;
- (g) Obtain chemical and physical results of samples submitted with bids which are necessary to determine their quality and conformance with specifications, where the cost may be covered by the District, or the District may order the cost be covered by the bidder;
- (h) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment that cannot be used by the District;
- (i) Maintain bidders list, contractors list, local business preference list, current vendor list, and other related records required to perform the duties of the purchasing function.

### **Section 1.05 Purchase Orders**

Standardized purchase orders and contracts for supplies, equipment, maintenance services, and public projects are to be submitted to the purchasing agent prior to procurement.

### **Section 1.06 Encumbrance of Funds**

The purchasing agent is only authorized to procure supplies, equipment, and contracts for maintenance or public project services for which there is an unencumbered appropriation available to be charged.

### **Section 1.07 Staging of Purchases**

Staging purchases and contracts into smaller units for the purposes of evading competitive bidding procedures in this directive is explicitly prohibited.

### **Section 1.08 Exemptions**

The purchasing procedures detailed in this policy do not include the following:

- (a) Travel expenses
- (b) Subscriptions
- (c) Advertisement of government-mandated notices
- (d) Reimbursement expenses
- (e) Payroll and personnel-related expenses
- (f) Insurance claims
- (g) Conference fees
- (h) Banking services
- (i) Postage, courier, and delivery service charges
- (j) Dues to approved organizations
- (k) Payments to other government agencies
- (l) Land
- (m) Debt Service

- (n) Claims settlements
- (o) Grants

**ARTICLE II. PURCHASING AND CONTRACTING FOR SUPPLIES AND EQUIPMENT**

**Section 2.01 Purchasing Procedures for Supplies and Equipment**

Purchasing procedures for supplies and equipment authorize the purchasing agent to acquire such items within their authorized purchasing threshold, as defined in Section 1.03.

**Section 2.02 Purchase Requisition Procedures**

Purchase requisitions for the purchase of supplies and equipment are subject to the dollar limits provided in the following Table.

- (a) Purchase orders are required for all purchases over Five Hundred Dollars (\$500).
- (b) Purchases greater than Five Hundred Dollars (\$500) and up to the limit of the Operations Manager’s threshold, as defined in Section 1.03, require a second approval signature by the General Manager.
- (c) Purchases greater than One Thousand Dollars (\$1,000) must include attempts to receive at least three (3) quotes.
- (d) Purchases greater than Three Thousand Dollars (\$3,000) and up to Ten Thousand Dollars (\$10,000.00) every effort to procure three (3) quotes will be attempted, if less than three quotes are received a staff-level recommendation can be made utilizing the quotes submitted.
- (e) Purchases greater than Ten Thousand Dollars (\$10,000) require a formal bidding procedure before the purchase order requisition is issued.
- (f) Purchases up to ~~Twenty Five Thousand (\$25,000)~~ ~~Forty-Five Thousand Dollars (\$45,000)~~ require a purchase order and Board authorization. Purchases over Sixty Thousand Dollars (\$60,000) require a formal bidding procedure.
- (g) Purchases up to Sixty Thousand Dollars (\$60,000) may be made under a negotiated contract or by purchase order. The procurement limit of this section shall be governed by the most recent edition of Public Code Section 22032.
- (h) Table 2.02(h) provides procurement limits and procedures for supplies and equipment.

<b>Table 2.02(h) – CONTRACTING AND PURCHASING PROCEDURES FOR SUPPLIES AND EQUIPMENT</b>		
<b>Procurement Limits</b>	<b>Purchase Order</b>	<b>Bidding Procedures</b>
<\$500	No purchase order required.	No quotes required.
\$501 - \$5,000	Purchase order required.	No quotes required, unless (g) applies.
\$5,001 - \$10,000	Purchase order required. Second signature by General Manager.	Attempt three (3) quotes, unless (g) applies.
\$10,001 - \$25,000	Purchase order required. Second signature by General Manager	Three (3) quotes required, unless (g) applies.
\$25,001 - \$45,000	Purchase order required. Second signature by General Manager	Three (3) quotes required, unless (g) applies.
> <del>\$</del> 245,000	Purchase order required Board Authorization Required	Three (3) quotes required, unless (f) or (g) applies.
<i>NOTE: This table serves to summarize the provisions of Section 2.02. If this table conflicts with the language of Section 2.02, the latter shall control.</i>		

### **Section 2.03 Types of Purchase Orders**

There are two (2) types of purchase orders. The purchasing agent may issue blanket purchase orders and individual purchase order requisitions. Procedures for each are provided below.

- (a) *Blanket Purchase Orders.* Blanket purchase orders are issued by the purchasing agent for the purchase of supplies and equipment from the vendor for which there will be multiple orders or for ongoing monthly purchases. A blanket purchase order is issued to cover all amounts anticipated to be paid to the supplier for the fiscal year or contract term and typically expires at the end of the fiscal year or contract term. Blanket purchase orders are subject to the thresholds of the purchasing agents, as defined in Section 1.03. Once the dollar limit of the blanket purchase order has been met all subsequent purchases must revert to the use of individual purchase order requisitions.
- (b) *Purchase Order Requisitions.* Individual purchase order requisitions are to be submitted to the purchasing agent, as described in Section 1.05, for the purchase of supplies, equipment, and materials from vendors without blanket purchase orders, or from vendors with blanket purchase orders for which the dollar limit has been met.

### **Section 2.04 Formal Bidding Procedures**

The following provisions shall apply in contracting for supplies and equipment:

- (a) *Notices Inviting Bids.* Notices inviting bids shall be prepared describing the bid items in general terms; referencing how to obtain more detailed information about the bid items; stating that the conditions and schedule may be found in the office of the District Clerk; mentioning that the supplies and equipment are to be delivered at such times, in such quantities, and in such a manner as the Board may designate; and stating the time, date, and place for the submission of sealed bids.
- (i) *Sending, Mailing, and Publishing of Notices.* Notices inviting formal bids shall be published, sent, and mailed as follows:
  - 1) Published at least once in a newspaper of general circulation, printed and published in the District, at least Fourteen (14) calendar days before the date of the bid opening; and
  - 2) Other mailings, advertisements, and notifications deemed appropriate by the General Manager.
- (b) *Material Changes to the Bid.* If a material change to the bid specification is issued by the District later than Seventy-Two (72) hours prior to the opening of bids, the date and time shall be extended by no less than Seventy-Two (72) hours. The term "material change" means a change with a substantial cost impact on the total bid as determined by the District.
- (c) *Base Contract.* Bid specifications which include one or more alternative bid schedules shall identify and define the base bid for the purpose of awarding to the lowest responsive and responsible bidder.
- (d) *Bid Opening Procedure.* Sealed bids shall be submitted to the Purchasing Agent and shall be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the notice inviting bids, in the presence of all bidders who

attend. A tabulation of all bids received shall be open for public inspection during regular business hours until the award of the contract.

- (e) *Records of Bid Documents.* Bid documents received by the District shall be maintained by the District department issuing the bid in accordance with the District's records retention schedule.
- (f) *Award of Contracts.* Contracts shall be awarded by the District to the responsible bidder that submits the lowest bid.
- (g) *No Bids Received.* In the event no bids are received, the District shall have the option of any of the following:
  - (i) Abandon the purchase; or
  - (ii) Rebid the purchase.
- (h) *Rejection of Bids.* The District may elect to reject all bids. In the event all bids are rejected, the District shall have the option of any of the following:
  - (i) Abandon the purchase or service; or
  - (ii) Rebid the purchase.
- (j) *Tie Bids.* If Two (2) or more bids are received from responsive and responsible bidders for the same total amount or unit price and are the lowest, the District may accept the bid it chooses.
- (k) *Written Contracts.* Written contracts in the form approved by the District Legal Counsel shall be used in the award of bids.
- (l) *Emergencies.* In case of an emergency, the Board shall respond to the emergency pursuant to Section 4.02 of this policy
- (m) *Exceptions.* A separate formal bidding process is not required when purchases are made through a cooperative purchasing agreement or "piggybacking" with another public agency whose procurement process is substantially consistent with the provisions of this article.

### **Section 2.05 Local Business Preference**

The District recognizes that local businesses make significant contributions to the economic health of the District. The District supports local business opportunities, which encourage businesses to move into and stay within the District, promote economic development, and maintain a strong local economic base, which in turn fosters economic growth in the District. Therefore, the Board has determined it is in the District's best interest to establish and provide a preference for local businesses.

- (a) *Competitive Bid Process.* The General Manager is authorized to extend a preference to a responsible and responsive local business in a competitive bid for the procurement of supplies, equipment, and materials not to exceed Five Percent (5%) of the local business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid.
- (b) *Local Preference.* When a non-local business has submitted the lowest responsive and responsible bid, and when one or more local businesses have also bid, the local business's total bid amount will be reduced by Five Percent (5%) for bid comparison purposes. If the net amount is lower than the lowest bid, the bid will be awarded to the local business for the full amount of its bid.

- (c) *Local Business.* For purposes of this policy, "local business" means a vendor or contractor that has an office with at least one employee physically located within the District.  
*Exemptions.* The local business preference does not apply to contracts funded by grants which prohibit the use of preferences.
- (d) *Women and Minority Owned Business Preference.* To help provide a level playing field for women and minority business owners, the District may extend a preference to a responsible and responsive women or minority-owned business in a competitive bid for the procurement of supplies, equipment, and materials not to exceed Five Percent (5%) of the business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid. For purposes of this policy, "women and minority-owned business" means a business comprising of fifty-one percent (51%) or more women or minority owners whose management and daily operations are controlled by one or more of those individuals. A list of certified women and minority-owned businesses is kept by the Supplier Clearinghouse under the supervision of the California Public Utilities Commission.

### **ARTICLE III. CONTRACTING FOR NEW CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR SERVICES**

#### **Section 3.01 Contracting Procedures for New Construction, Alteration, Maintenance, or Repair Services**

Procurement procedures for new construction that is not a public project, alteration, maintenance, or repair service, authorize the Purchasing Agent to procure such work within his or her authorized purchasing threshold, as defined in Section 1.03.

#### **Section 3.02 Contracting Procedures**

Contracting procedures for new construction that is not a public project, alteration, maintenance, or repair service, are subject to the dollar limits provided in Table 3.02(g).

- (a) Requisition orders are required for all purchases over Five Hundred Dollars (\$500).
- (b) Purchases greater than Five Hundred Dollars (\$500) and up to the limit of the Operations Manager's threshold, as defined in Section 1.03, require a second approval signature by the General Manager.
- (c) Purchases greater than One Thousand Dollars (\$1,000) must include attempts to receive at least Three (3) quotes.
- (d) Purchases greater than Three Thousand Dollars (\$3,000) and up to Ten Thousand Dollars (\$10,000.00) every effort to procure three (3) quotes will be attempted, if less than three quotes are received a staff-level recommendation can be made utilizing the quotes submitted.
- (e) Purchases greater than Ten Thousand Dollars (\$10,000) require a formal bidding procedure before the purchase order requisition is issued.
- (f) Purchases over ~~Twenty Five Thousand (\$25,000) Forty-Five Thousand Dollars (\$45,000)~~ require a purchase order, Board authorization, and a formal bidding procedure.
- (g) If the purchase of supplies and equipment is for a public project and performed by



## Procurement Policy and Procedures

the employees of the District, purchases up to Sixty Thousand Dollars (\$60,000) may be performed by force account, by negotiated contract, or by purchase order. The procurement limit of this section shall be governed by the most recent edition of Public Code Section 22032.

- (h) Table 3.02(h) provides procurement limits and procedures for new construction, alteration, maintenance, or repair services.

<b>Table 3.02(h) – CONTRACTING PROCEDURES FOR NEW CONSTRUCTION, ALTERATION, MAINTENANCE OR REPAIR SERVICES</b>		
<b>Procurement Limits</b>	<b>Purchase Order</b>	<b>Bidding Procedures</b>
<\$500	No purchase order required.	No quotes required.
\$501 - \$5,000	Purchase order required.	No quotes required, unless (g) applies.
\$5,001 - \$10,000	Purchase order required. Second signature by General Manager.	Attempt three (3) quotes, unless (g) applies.
\$10,001 - \$25,000	Purchase order required. Second signature by General Manager	Three (3) quotes required, unless (g) applies.
\$25,001 - \$45,000	Purchase order required. Second signature by General Manager	Formal bidding procedure required, unless (g) applies.
>\$ <del>25</del> 45,000	Purchase order required. Board Authorization Required	Formal bidding procedure required, unless (g) applies.
<i>NOTE: This table serves to summarize the provisions of Section 3.02. If this table conflicts with the language of Section 3.02, the latter shall control.</i>		

### **Section 3.03 Purchase Orders**

Purchase orders shall be submitted to the purchasing agent, as described in Section 1.05, for requests for new construction not deemed a public project, alteration, maintenance, or repair service.

### **Section 3.04 Work by the District**

Nothing in this article prohibits the Board from doing or causing to be done directly by the District, and without any contract, any or all work necessary or proper in or about the making of all current and ordinary repairs, upkeep, or maintenance.

### **Section 3.05 Bonds**

Bidders for construction contracts shall give bonds for the faithful performance of the construction contract.

### **Section 3.06 Formal Bidding Procedures**

The provisions in Section 2.04 shall apply to formal bidding procedures for contracting for new construction, alteration, maintenance, or repair services, except for subdivisions (g) and (h), which shall read:

- (i) *No bids received.* In the event no bids are received, the District shall have the option of any of the following:
- (i) Abandon the service; or
  - (ii) Rebid the service.

- (ii) *Rejection of bids.* The District may elect to reject all bids. In the event all bids are rejected, the District shall have the option of any of the following:
  - (iii) Abandon the service;
  - (ii) Rebid the service; or
  - (iii) Perform the service by employees of the District after the Board passes, by a two-thirds (2/3rd) vote, a resolution declaring that all bids submitted are unsatisfactory or excessive.

### **ARTICLE IV. PURCHASING AND CONTRACTING FOR PUBLIC PROJECTS**

Purchases and contracts for public projects are subject to the Public Contract Code and Uniform Public Construction Cost Accounting Act and shall adhere to the following competitive bidding procedures in the following sections of this article. The estimated value of purchases and contracts shall not include sales tax or freight. It is unlawful to split or separate into smaller work orders or projects for the purpose of evading the purchasing and contracting limits set forth in this section.

#### **Section 4.01 Purchasing and Contracting Procedures for Public Projects**

- (a) *Open Market Bidding Procedures.* Purchases and contracts of an estimated value in the amount of Sixty Thousand Dollars (\$60,000.00) or less may be made by force account, negotiated contract, or by purchase order pursuant to the provisions of Section 4.04 of this article, except as otherwise provided in this section, or the amount listed in the most recent Public Contract Code Section.22032.
- (b) *Informal Bidding Procedures.* Purchases and contracts of an estimated value in the amount of Two Hundred Thousand Dollars (\$200,000.00) or less may be made by informal bidding procedures pursuant to the provisions of Sections 4.05 and 4.06 of this policy, except as otherwise provided in this section, or the amount listed in the most recent Public Contract Code Section 22032.
- (c) *Formal Bidding Procedures.* Purchases and contracts of an estimated value in an amount greater than Two Hundred Thousand Dollars (\$200,000.00) shall be made by formal bidding procedures pursuant to the provisions of Sections 4.05 and 4.07 of this policy, except as otherwise provided in this section.
- (d) *Exceptions.* The bidding procedures and force account restrictions set forth in this article shall be dispensed with when bidding would be impossible, impractical, or incongruent; in an emergency; when the price is controlled by law; when the commodity, maintenance service, or project can only be provided or performed by one vendor. For the purposes of this section:
  - (i) "Impossible" shall mean actual impossibility or extreme and unreasonable difficulty or expense.
  - (ii) "Impractical" shall mean incapable of being performed by the bid procedure.
  - (iii) "Incongruous" shall mean not suitable to the bid procedure.
- (e) *Cooperative Agreements.* No provision of this article shall be interpreted or construed to prohibit or prevent the District from purchasing or contracting for supplies, equipment, maintenance services, or public projects by contracts, arrangements, and agreements for cooperative purchasing programs not otherwise prohibited by law with any federal government agency, the state, the county, any other public agencies, or with any cooperative purchasing alliance acting on behalf

## Procurement Policy and Procedures

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of governmental entities. Any such contract, agreement, or arrangement otherwise subject to open market or informal bidding procedures shall be first approved by the Purchasing Agent and if subject to formal bidding procedures shall be first approved by the Board, or by the General Manager, if the funding for the purchase has already been approved by the Board through the budget process. At the discretion of the appropriate approving authority, the bidding procedures of any agency may be used in such joint contracting arrangements.

- (f) A *Requisition Report* shall be added to the monthly financial reports to inform the Board of procured items of over \$500 that do not require Board authorization; for example, this would include computers, tools, and hardware (non-consumable goods).
- (g) The following procedures shall be followed for the issuance of *Request for Bids (RFB's)*:
  - (i) RFB's shall be posted on the District website in a listing of current and past RFB's;
  - (ii) the Board shall be notified of the date when RFB's are released;
  - (iii) the Board's agenda packet that includes the awarding of a contract or agreement for the Board's approval shall contain the RFB documents and information about all bidders and will be provided to the Board with a minimum of four (4) days for review.
- (h) All contracts cannot exceed more than ten percent (10%) of their original allocated amount. If a contract amount exceeds the \$245,000 of the General Manager's signing authority, it requires Board authorization.

### **Section 4.02 Emergencies**

- (a) *Generally.* In cases of emergency, the Board shall follow the procedures in Public Contract Code Sections 22035 and 22050.
- (b) *Authority to Act.* In cases of emergency, the Board, by a Four-Fifths (4/5ths) vote, may direct the General Manager to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts.
- (c) *Work by Day Labor or Contract.* The work may be done by day labor under the direction of the Board, by contract, or by a combination of the two.
- (d) *Review of Board Actions.* Where the Board orders any action as permitted by Public Contract Code section 22050, the Board shall review the emergency action every Fourteen (14) days thereafter until the action is terminated, to determine, by a Four-fifths (4/5) vote, that there is a need to continue the action.
- (e) *Review of General Manager Actions.* Where the General Manager orders any action as permitted by Public Contract Code section 22050, the Board shall initially review the emergency action at the next regularly scheduled meeting of the Board, not to occur later than fourteen (14) days after the action. The Board shall review the emergency action every Fourteen (14) days thereafter until the action is terminated, to determine, by a Four-Fifths (4/5) vote, that there is a need to continue the action unless the General Manager has terminated that action prior to the Board reviewing the emergency action and making a determination pursuant to this subdivision.
- (f) *Termination of Emergency Action.* When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

- (g) All regulations not met during the emergency action by the district shall come into compliance within the required amount of time.

### **Section 4.03 Authorized Signature**

- (a) *Board President.* The President shall be authorized to sign on behalf of the District all approved contracts provided for in this article. In the absence of the President, the Vice President shall be so authorized.
- (b) *General Manager.* The General Manager shall be authorized to sign on behalf of the District all contracts provided for in Section 4.06 of this article and such other approved contracts as the Board may specifically direct from time to time.

### **Section 4.04 Open Market Bidding Procedures**

Except as otherwise provided in subsections (d) and (e) of Section 4.01 of this policy, the solicitation of bids and award of contracts for public projects with an estimated value in the amount of Sixty Thousand Dollars (\$60,000) or less may be made by the Purchasing Agent by force account, negotiated contract, or by purchase order. Whenever possible, bids shall be obtained in the open market in accordance with the following procedures:

- (a) *Minimum number of bids.* Open market purchases, whenever possible, shall be based on at least three (3) bids and shall be awarded to the lowest responsive and responsible bidder.
- (b) *Notices inviting bids.* The Purchasing Agent shall solicit bids from prospective vendors by written requests, by telephone, by facsimile or electronic mail, or by other advertising.
- (c) *Written records of bids.* Written records of bids received shall be maintained by the Purchasing Agent in accordance with the District's records retention schedule. Such records, while so kept, shall be open to public inspection and shall include the business name, address, and telephone number of the vendor; vendor representative; description of the bid items, including unit quantities if applicable, unit prices or lump sum amount quoted by the vendor; and the date the bid was received.

### **Section 4.05 General Provisions for Informal and Formal Bidding Procedures**

The following provisions shall apply in contracting for public projects under both informal and formal bidding procedures:

- (a) *Material Changes to the Bid.* If a material change to the bid specification is issued by the District later than Seventy-Two (72) hours prior to the opening of bids, the date and time shall be extended by no less than seventy-two (72) hours. The term "material change" means a change with a substantial cost impact on the total bid as determined by the District.
- (b) *Base Contract.* Bid specifications which include one or more alternative bid schedules shall identify and define the base bid for the purpose of awarding to the lowest responsive and responsible bidder.
- (c) *Bid opening procedure.* Sealed bids shall be submitted to the Purchasing Agent and shall be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the notice inviting bids in the presence of all bidders who attend. A tabulation of all bids received shall be open for public inspection during regular business hours until award of the contract.

## Procurement Policy and Procedures

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- (d) *Records of bid documents.* Bid documents received by the District shall be maintained by the District department issuing the bid in accordance with the District's records retention schedule.
- (e) *Award of contracts.* Contracts shall be awarded by the District to the responsive and responsible bidder that submits the lowest bid.
- (f) *No bids received.* In the event no bids are received, the District shall have the option of any of the following:
  - (i) Abandoning the purchase or project;
  - (ii) Rebidding the purchase or project; or
  - (iii) Perform the work by employees of the District.
- (g) *Rejection of bids.* The District may elect to reject all bids. In the event the District anticipates rejecting all bids, the District shall provide a written notice to an apparent low bidder, pursuant to Public Contract Code section 22038. Furthermore, the District shall have the option of any of the following:
  - (i) Abandon the project;
  - (ii) Rebid the purchase or project using the appropriate bidding procedures; or
  - (iii) Perform the project by force account without further complying with Public Contract Code section 22020 et seq., after the Board passes a resolution by
  - (iv) a four-fifths (4/5th) vote of its governing body declaring that the project can be performed more economically by District employees.
- (h) *Tie bids.* If Two (2) or more bids are received from responsive and responsible bidders for the same total amount or unit price and are the lowest, the District may accept the bid it chooses.
- (i) *Written contracts.* Written contracts in the form approved by the District Legal Counsel shall be used in the award of bids.
- (j) *Bidders' security.* Security will be required in an amount equal to Ten Percent (10%) of the bid quotation as described in the Public Contract Code. Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the district beyond sixty (60) days from the time the award is made.
- (k) *Bonds.* Bidders for construction contracts shall give bonds for the faithful performance of the construction contract.

### **Section 4.06 Informal Bidding Procedures**

Except as otherwise provided in subsections (a), (d), and (e) of Section 4.01 and in Section 4.02 of this article, the solicitation of bids may be authorized by the Purchasing Agent and the award of contracts for public projects up to an estimated value in the amount of Two Hundred Thousand Dollars (\$200,000.00) or the amount listed in the most recent Public Contract Code Section 22032, may be made by the General Manager in accordance with the requirements of the Public Contract Code section 22032, et seq., and the following informal bidding procedures:

- (a) *Budgetary Authorization.* The bid items shall have been authorized as a part of an approved budget of the District, and the purchase or contract shall not exceed the amount so authorized.

## Procurement Policy and Procedures

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- (b) *Contractor's List.* A list of contractors shall be developed and maintained in accordance with the provisions of section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.
- (c) *Notices Inviting Bids.* Notices inviting bids shall be prepared describing the bid items in general terms; referencing how to obtain more detailed information about the bid items; and stating the time, date, and place for the submission of sealed bids.
- (d) *Mailing of Notices.* Notices inviting informal bids shall be mailed at least ten (10) calendar days before the due date of the submission of bids as follows:
  - (i) Mailed to all firms on the bidders list or contractors list for the category of work being bid;
  - (ii) For bid items defined as public projects, mailed to all construction trade journals designated by the California Uniform Construction Cost Accounting Commission; and
  - (iii) Other mailings, advertisements, and notifications as deemed appropriate by the purchasing agent.
- (e) *Bids Received in Excess of Two Hundred Thousand Dollars (\$200,000.00).* If all bids received are in excess of Two Hundred Thousand Dollars (\$200,000.00), the Board may award the contract to the lowest responsive and responsible bidder by the adoption of a resolution by a Four-Fifths (4/5ths) vote if the Purchasing Agent determines the cost estimate was reasonable and the low bid does not exceed Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500.00).

### **Section 4.07 Formal Bidding Procedures**

Except as provided in subsections (d) and (e) of Section 4.01 of this article, the solicitation of bids and award of contracts for public projects with an estimated value in excess of Two Hundred Thousand Dollars (\$200,000.00) shall be made in accordance with the requirements of the Public Contract Code section 22031 et seq., and the following formal bidding procedures:

- (a) *Plans and Specifications.* The Board shall adopt any plans, specifications, and working details as appropriate for the bid items prior to a solicitation for formal bids. Any person may examine the plans, specifications, or working details, or all of these, adopted by the District for any project.
- (b) *Notices.* Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least Fourteen (14) calendar days prior to the opening of bids in a newspaper of general circulation, printed and published in the jurisdiction of the District; or if there is no newspaper that is circulated within the jurisdiction for the District, publication shall be by posting the notice in at least three places within the jurisdiction of the District as have been designated by ordinance or regulation of the District as places for the postings.
- (c) *Sending, mailing, and publishing of notices.* Notices inviting formal bids shall be published, sent, and mailed as follows:
  - (i) For bid items defined as public projects, sent electronically, by either facsimile or electronic mail and mailed to all construction trade journals designated by the California Uniform Construction Cost Accounting

## Procurement Policy and Procedures

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- Commission at least Fifteen (15) calendar days before the date of the bid opening;
  - (ii) Sent electronically, by facsimile or electronic mail, or mailed to all firms on the bidders list at least Fifteen (15) calendar days before the date of the bid opening;
  - (iii) Published at least once in a newspaper of general circulation, printed and published in the District, at least Fourteen (14) calendar days before the date of the bid opening, or in a manner as authorized by Public Contract Code section 22037 if there is no newspaper of general circulation; and
  - (iv) Other mailings, advertisements, and notifications deemed appropriate by the department head of the requesting agency.
- (d) The following procedures shall be followed for *Request for Bids (RFB's)*:
- (i) RFB's shall be posted on the District website to the listing of current and past RFB's;
  - (ii) the Board shall be notified of the date when RFB's are released;
  - (iii) the Board's agenda packet that includes the awarding of a contract or agreement for Board approval shall contain the RFB documents and information about all bidders and shall be provided to the Board with a minimum of four (4) days for review.

### **Section 4.08 Local Business Preference**

The District recognizes that local businesses make significant contributions to the economic health of the District. The District supports local business opportunities, which encourage businesses to move into and stay within the District, promote economic development and maintain a strong local economic base, which in turn foster economic growth in the District. Therefore, the Board has determined it is in the District's best interest to establish and provide a preference for local businesses.

- (a) *Competitive bid process.* The General Manager is authorized to extend a preference to a responsible and responsive local business in a competitive bid for a public project not to exceed five percent (5%) of the local business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid.
- (b) *Local preference.* When a non-local business has submitted the lowest responsive and responsible bid, and when one or more local businesses have also bid, the local business's total bid amount will be reduced by five percent (5%) for bid comparison purposes. If the net amount is lower than the lowest bid, the bid will be awarded to the local business for the full amount of its bid.
- (c) *Local business.* For purposes of this chapter, "local business" means a vendor or contractor that has an office with at least one (1) employee physically located within the District.
- (e) *Women and Minority Owned Business Preference.* To help provide a level playing field for women and minority business owners, the District may extend a preference to a responsible and responsive women or minority-owned business in a competitive bid for the procurement of supplies, equipment, and materials not to exceed Five Percent (5%) of the business's total bid price, or Two Thousand Five

## Procurement Policy and Procedures

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Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid. For purposes of this policy, “women and minority-owned business” means a business comprising of fifty-one percent (51%) or more women or minority owners whose management and daily operations are controlled by one or more of those individuals. A list of certified women and minority-owned businesses is kept by the Supplier Clearinghouse under the supervision of the California Public Utilities Commission.

- (d) *Exemptions.* The local, women, and minority-owned business preferences do not apply to the following:
  - (i) Contracts funded by grants which prohibit the use of preferences, and
  - (ii) Contracts for services.

### **ARTICLE V. CONTRACTS FOR PROFESSIONAL AND CONSULTING SERVICES**

#### **Section 5.01 Contracting Procedures**

Contracts for consultant/professional services shall be made pursuant to the provisions of this policy.

#### **Section 5.02 Architectural, Landscape Architectural, Professional Engineering, Environmental, Land Surveying, and Construction Management Services**

- (a) Procurements for architectural, landscape architectural, professional engineering, environmental, land surveying, and construction management services contracts shall comply with this section and Section 5.03.

*Selection.* Contracts for architectural, landscape architectural, engineering, environmental, land surveying, and construction management services are subject to the provisions of this article and shall be awarded in accordance with California Government Code section 4525 et seq. Selection process will be designed to select the most qualified firm to provide the desired services at a reasonable price. Selection will not be solely based on price; however, price may be a factor in selecting a firm. If the price will be a factor, it will be discussed in the RFP, along with the method used to consider price.

- (b) *Maximum Participation of Small Business Firms.*
  - (i) Definition of Small Business. “Small business,” as used in this section, shall have the same definition in Government Code section 14837(d)(1).
  - (ii) Quotes. The District shall attempt to obtain at least two (2) quotes or proposals from a small business, where this article requires quotes or RFPs under Section 5.03.
- (c) *Prohibition of Unlawful Activity.* The District specifically prohibits practices that might result in unlawful activity, including but not limited to rebates, kickbacks, or other unlawful considerations. The District also prohibits its employees from participating in the selection process when those employees have a financial interest with an individual or business entity seeking a contract under this Section and would be subject to the prohibition of Government Code section 87100.

#### **Section 5.03 Procurement**

- (a) Procurement of Professional and Consultant Services: \$245,000.00 or Less.



## Procurement Policy and Procedures

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- (i) *Informal Request for Proposal Procedure (RFP)*. Except as set forth herein, the procurement of consultant or professional services with a value of Twenty Five Thousand~~Forty-Five Thousand~~ Dollars (\$~~245,000.00~~) or less shall be made following the procedure prescribed below:
    - (1) *Solicitation of Proposals*. The General Manager may solicit proposals by written (including e-mail) or verbal request to prospective consultants. Informal requests for proposals shall attempt, whenever feasible, to obtain at least three (3) proposals.
    - (2) *Award of Contracts*. The General Manager shall award contracts pursuant to this subdivision to the best qualified and most responsible proposer, which may not necessarily be the lowest priced proposal. The dollar amount of the proposal shall be considered but the award need not be made to the lowest dollar proposal.
    - (3) *Signature Authority*. The General Manager shall have the authority to execute a contract granted pursuant to this section. Such contracts shall be formal written agreements executed by the General Manager on behalf of the District.
  - (ii) *Exceptions*. The General Manager may dispense with the informal RFP procedure, whether the informal RFP procedure has been initiated or not, for the reasons set forth below:
    - (1) In an emergency;
    - (2) When the services can be obtained from only one (1) source which has been reviewed and approved in writing by the General Manager;
    - (3) When, in the judgment of the General Manager, compliance with the procedure is not in the best interest of the District; or
    - (4) When processed through a cooperative purchasing agreement with another public agency, whose procurement process is substantially consistent with the provisions of this article.
- (b) *Procurement of Professional and Consultant Services: More than \$45,000.00.*
- (i) *Formal Request for Proposal Procedure*. Except as set forth herein, the procurement of consultant or professional services with a value of more than Twenty Five~~Forty-Five~~ Thousand Dollars (\$~~245,000.00~~) shall be made following the procedure prescribed below:
    - (1) *Solicitation of Proposals*. The General Manager shall solicit proposals by written (including e-mail) or verbal request to prospective consultants.
    - (2) Informal requests for proposals shall, whenever feasible, be based on at least three (3) proposals.
    - (3) *Award of Contracts*. The Board shall award contracts pursuant to this subsection to the best qualified and most responsible proposer, which may not necessarily be the lowest-priced proposal. The dollar amount of the proposal shall be considered but the award need not be made to the lowest dollar proposal.
    - (4) *Signature Authority*. The Board President, or General Manager with the Board's approval, shall have the authority to execute a contract granted pursuant to this section. Such contracts shall be formal written agreements executed by the Board President, or General Manager on behalf of the District.

## Procurement Policy and Procedures

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- (ii) *Exceptions.* The Board may dispense with the informal RFP procedure, whether the informal RFP procedure has been initiated or not, for the reasons set forth above under subdivision (a)(ii).
- (iii) The following procedures shall be followed for *Request for Proposals (RFP's)*:
  - a. RFP's shall be posted on the District website in a listing of current and past RFP's;
  - b. the Board shall be notified of the date when RFP's are released;
  - c. the Board's agenda packet that includes the awarding of a professional services agreement shall contain the RFP documents and information about all proposers and shall be provided to the Board with a minimum of four (4) days for review.

### ARTICLE VI. PURCHASING AND CONTRACTING FOR FEDERAL AND STATE GRANTS

#### **Section 6.01 State and Federal Requirements**

The District will follow all guidance and purchasing regulations as laid out within the specific grant program. Additionally, all environmental regulations shall be followed pursuant to the grant guidelines.

#### Certification

I hereby certify that the foregoing is a full, true and correct copy of Policy 2135 amended by the Board of Directors of the Georgetown Divide Public Utility District on the eleventh day of April 2023 by Resolution 2023-27.

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Nicholas Schneider, Clerk and Ex-Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**RESOLUTION NO. 2023-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AMENDING POLICY 2135, PROCUREMENT POLICY**

**WHEREAS**, the Board of Directors of the Georgetown Divide adopted the Procurement Policy on April 11, 2023;

**WHEREAS**, the District intended to adjust the General Manager Procurement limits to better match industry standards, however, the process was not completed;

**WHEREAS**, policy 2135 was referred to the Policy Committee by of the Board of Directors for amendments. This process must to coincide with the General Manager contract renewal;

**WHEREAS**, Policy 2135, Procurement Policy, is made a part of this Resolution as **Exhibit A**; and

**WHEREAS**, the committee's recommended amendments to the procurement policy were outlined in a staff report and presented to the Board of Directors at its regular meeting of October 10, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** Policy 2135, Procurement Policy, be amended, and authorize the General Manager certification and inclusion in the District's Policy and Procedures Manual.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of October 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

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Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

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Nicholas Schneider, 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 2023-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 10<sup>th</sup> day of October 2023.

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Nicholas Schneider, Clerk, and Ex Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### ATTACHMENTS:

**Exhibit A** – Policy 2135 – Procurement Policy



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT Policy Manual

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**POLICY NAME: PROCUREMENT POLICY AND PROCEDURES**

**POLICY NUMBER: 2135 Adopted: October 9, 2018 Amended: October 10, 2023**

## **ARTICLE I. GENERAL**

### **Section 1.01 Purpose**

The purpose of this policy is to establish the procedures governing purchase requisitions for materials, supplies, and equipment in accordance with the State of California Government Code and contracting for public projects and consulting services in accordance with the State of California Public Contract Code and the Uniform Public Construction Cost Accounting Act.

### **Section 1.02 Definitions**

For the purposes of this policy, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

**Bidder's List** – refers to a list of prospective vendors.

**Consultant** – refers to a specially trained and experienced individual or firm for which they are qualified to provide expert services or advice related to financial, economic, accounting, architectural, engineering, legal, insurance, data processing, personnel, or other administrative matters,

**Board** - refers to the Board of Directors of Georgetown Divide Public Utility District.

**Contractor's List** – refers to a list of contractors qualified to perform the duties required to construct public projects, which should be developed and maintained by the General Manager using the criteria detailed by the California Uniform Construction Cost Accounting Commission.

**District** – refers to the Georgetown Divide Public Utility District.

**Emergency** - refers to a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

**Equipment** - includes large heavy equipment, vehicles, furniture, and fixtures.

**Facility** – means any plant, building, structure, ground facility, or utility system, subject to the limitation found in Public Contract Code Section 22002(c)(3), real property, streets, and highways, or other public works improvement.

**Force Account** – refers to the part of the financial account of a public body resulting from the employment of a labor force usually distinguished from the part resulting from contracting similar services with commercial agencies. The Uniform Public Construction Cost Accounting Act allows for public work in the amount of \$60,000 or less to be performed by

## Procurement Policy and Procedures

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a public agency's force account using the public agency's own resources, or by negotiated contract, or by purchase order.

**General Manager** - is the General Manager as appointed by the Board of Directors of Georgetown Divide Public Utility District.

**Government Code** - refers to the Government Code of the State of California.

**Local Business Preference List** – refers to a list of vendors located within the District and are qualified to provide supplies, equipment, and services for maintenance and public projects.

**Professional Services** – shall mean and include professional services of any type or variety, including, but not limited to, services rendered by accountants, appraisers, architects, attorneys, auditors, designers, engineers, inspectors, physicians, surveyors, and other professional and technical callings requiring special licenses or certifications.

**Public Contract Code** - refers to the Public Contract Code of the State of California.

**Public Project** - defined in Chapter 2, Section 22002 of the Public Contract Code as:

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) In the case of a publicly owned utility system, a "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.
- (d) A public project does not include maintenance work. For purposes of this policy, maintenance work includes all of the following:
  - (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
  - (2) Minor repainting.
  - (3) Resurfacing of streets and highways at less than one inch.
  - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
  - (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts or higher.

**Purchase** – refers to the acquisition of property including rental lease or trade.

**Purchasing Agent** - refers to the appointed positions of the District charged with responsibilities governing procurement of supplies, equipment, and contracts for maintenance and public project services.

**Responsible Bidder** - refers to a bidder who has demonstrated the specified qualifications and capabilities to satisfy the proposed work requirements and responds appropriately according to the demands of the bidding instructions.

## Procurement Policy and Procedures

**Supplies** - includes materials, small tools and equipment, and other goods or commodities utilized in the daily operational efforts of the District.

**Uniform Construction Cost Accounting Act (Act)** – the Act is legislation that was enacted in 1983 to help promote uniformity of the cost accounting standards and bidding procedure on construction work performed or contracted by public entities in the “state” (Section 22001). The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. The entirety of the Act is found in Sections 22000-22045.

### **1.03 Purchasing Agents**

- (a) The Office Finance Manager, Operations Manager, or General Manager shall act as the Purchasing Agents for procurements up to Five Thousand Dollars (\$5,000). The Operations Manager does not have signature authority on contracts procured pursuant to this policy.
- (b) The General Manager shall act as the Purchasing Agent for procurements with a value of more than Five Thousand Dollars (\$5,000.00) and up to twenty five thousands (\$25,000.00)
- (c) Procurement limits and contract signing authority are listed in Table 1.03(c), below:

<b>Table 1.03(c) - Procurement Limits and Contract Signing Authority</b>		
<b>Title</b>	<b>Procurement Limit</b>	<b>Contract Authority</b>
General Manager	Up to \$25,000	Up to \$25,000 without Board authorization. Over \$25,000 requires Board authorization.
Operations Manager	Up to \$5,000	None
Office Finance Manager	Up to \$5,000	None

*NOTE: This table serves to summarize the provisions of Section 1.03. If this table conflicts with the language of Section 103, the latter shall control.*

### **Section 1.04 Purchasing Agent Duties**

The purchasing agent shall have the authority to:

- (a) Purchase or contract for supplies, equipment, maintenance services, or public projects in accordance with the purchasing procedures detailed in this directive; *Exception.* The Operations Manager does not have signature authority on contracts procured pursuant to this policy;
- (b) Procure quality supplies, equipment, and services for maintenance and public projects at the least expense to the District;
- (c) Obtain as full and open competition as possible on all purchases and contracts;
- (d) Keep informed of the current developments in the field of purchasing and contract administration as well as prices, market conditions and new products;

## **Procurement Policy and Procedures**

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- (e) Maintain reasonably necessary forms for the administration and operation of adhering to the procedures detailed in this directive;
- (f) Supervise the regular inspection of all supplies and equipment for adequacies in their intended use;
- (g) Obtain chemical and physical results of samples submitted with bids which are necessary to determine their quality and conformance with specifications, where the cost may be covered by the District, or the District may order the cost be covered by the bidder;
- (h) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment that cannot be used by the District;
- (i) Maintain bidders list, contractors list, local business preference list, current vendor list, and other related records required to perform the duties of the purchasing function.

### **Section 1.05 Purchase Orders**

Standardized purchase orders and contracts for supplies, equipment, maintenance services, and public projects are to be submitted to the purchasing agent prior to procurement.

### **Section 1.06 Encumbrance of Funds**

The purchasing agent is only authorized to procure supplies, equipment, and contracts for maintenance or public project services for which there is an unencumbered appropriation available to be charged.

### **Section 1.07 Staging of Purchases**

Staging purchases and contracts into smaller units for the purposes of evading competitive bidding procedures in this directive is explicitly prohibited.

### **Section 1.08 Exemptions**

The purchasing procedures detailed in this policy do not include the following:

- (a) Travel expenses
- (b) Subscriptions
- (c) Advertisement of government-mandated notices
- (d) Reimbursement expenses
- (e) Payroll and personnel-related expenses
- (f) Insurance claims
- (g) Conference fees
- (h) Banking services
- (i) Postage, courier, and delivery service charges
- (j) Dues to approved organizations
- (k) Payments to other government agencies
- (l) Land
- (m) Debt Service



- (n) Claims settlements
- (o) Grants

**ARTICLE II. PURCHASING AND CONTRACTING FOR SUPPLIES AND EQUIPMENT**

**Section 2.01 Purchasing Procedures for Supplies and Equipment**

Purchasing procedures for supplies and equipment authorize the purchasing agent to acquire such items within their authorized purchasing threshold, as defined in Section 1.03.

**Section 2.02 Purchase Requisition Procedures**

Purchase requisitions for the purchase of supplies and equipment are subject to the dollar limits provided in the following Table.

- (a) Purchase orders are required for all purchases over Five Hundred Dollars (\$500).
- (b) Purchases greater than Five Hundred Dollars (\$500) and up to the limit of the Operations Manager’s threshold, as defined in Section 1.03, require a second approval signature by the General Manager.
- (c) Purchases greater than One Thousand Dollars (\$1,000) must include attempts to receive at least three (3) quotes.
- (d) Purchases greater than Three Thousand Dollars (\$3,000) and up to Ten Thousand Dollars (\$10,000.00) every effort to procure three (3) quotes will be attempted, if less than three quotes are received a staff-level recommendation can be made utilizing the quotes submitted.
- (e) Purchases greater than Ten Thousand Dollars (\$10,000) require a formal bidding procedure before the purchase order requisition is issued.
- (f) Purchases up to Twenty Five Thousand (\$25,000) require a purchase order and Board authorization. Purchases over Sixty Thousand Dollars (\$60,000) require a formal bidding procedure.
- (g) Purchases up to Sixty Thousand Dollars (\$60,000) may be made under a negotiated contract or by purchase order. The procurement limit of this section shall be governed by the most recent edition of Public Code Section 22032.
- (h) Table 2.02(h) provides procurement limits and procedures for supplies and equipment.

<b>Table 2.02(h) – CONTRACTING AND PURCHASING PROCEDURES FOR SUPPLIES AND EQUIPMENT</b>		
<b>Procurement Limits</b>	<b>Purchase Order</b>	<b>Bidding Procedures</b>
<\$500	No purchase order required.	No quotes required.
\$501 - \$5,000	Purchase order required.	No quotes required, unless (g) applies.
\$5,001 - \$10,000	Purchase order required. Second signature by General Manager.	Attempt three (3) quotes, unless (g) applies.
\$10,001 - \$25,000	Purchase order required. Second signature by General Manager	Three (3) quotes required, unless (g) applies.
>\$25,000	Purchase order required Board Authorization Required	Three (3) quotes required, unless (f) or (g) applies.
<i>NOTE: This table serves to summarize the provisions of Section 2.02. If this table conflicts with the language of Section 2.02, the latter shall control.</i>		

**Section 2.03 Types of Purchase Orders**

There are two (2) types of purchase orders. The purchasing agent may issue blanket

## Procurement Policy and Procedures

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purchase orders and individual purchase order requisitions. Procedures for each are provided below.

- (a) *Blanket Purchase Orders.* Blanket purchase orders are issued by the purchasing agent for the purchase of supplies and equipment from the vendor for which there will be multiple orders or for ongoing monthly purchases. A blanket purchase order is issued to cover all amounts anticipated to be paid to the supplier for the fiscal year or contract term and typically expires at the end of the fiscal year or contract term. Blanket purchase orders are subject to the thresholds of the purchasing agents, as defined in Section 1.03. Once the dollar limit of the blanket purchase order has been met all subsequent purchases must revert to the use of individual purchase order requisitions.
- (b) *Purchase Order Requisitions.* Individual purchase order requisitions are to be submitted to the purchasing agent, as described in Section 1.05, for the purchase of supplies, equipment, and materials from vendors without blanket purchase orders, or from vendors with blanket purchase orders for which the dollar limit has been met.

### **Section 2.04 Formal Bidding Procedures**

The following provisions shall apply in contracting for supplies and equipment:

- (a) *Notices Inviting Bids.* Notices inviting bids shall be prepared describing the bid items in general terms; referencing how to obtain more detailed information about the bid items; stating that the conditions and schedule may be found in the office of the District Clerk; mentioning that the supplies and equipment are to be delivered at such times, in such quantities, and in such a manner as the Board may designate; and stating the time, date, and place for the submission of sealed bids.
  - (i) *Sending, Mailing, and Publishing of Notices.* Notices inviting formal bids shall be published, sent, and mailed as follows:
    - 1) Published at least once in a newspaper of general circulation, printed and published in the District, at least Fourteen (14) calendar days before the date of the bid opening; and
    - 2) Other mailings, advertisements, and notifications deemed appropriate by the General Manager.
- (b) *Material Changes to the Bid.* If a material change to the bid specification is issued by the District later than Seventy-Two (72) hours prior to the opening of bids, the date and time shall be extended by no less than Seventy-Two (72) hours. The term "material change" means a change with a substantial cost impact on the total bid as determined by the District.
- (c) *Base Contract.* Bid specifications which include one or more alternative bid schedules shall identify and define the base bid for the purpose of awarding to the lowest responsive and responsible bidder.
- (d) *Bid Opening Procedure.* Sealed bids shall be submitted to the Purchasing Agent and shall be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the notice inviting bids, in the presence of all bidders who

attend. A tabulation of all bids received shall be open for public inspection during regular business hours until the award of the contract.

## Procurement Policy and Procedures

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- (e) *Records of Bid Documents.* Bid documents received by the District shall be maintained by the District department issuing the bid in accordance with the District's records retention schedule.
- (f) *Award of Contracts.* Contracts shall be awarded by the District to the responsible bidder that submits the lowest bid.
- (g) *No Bids Received.* In the event no bids are received, the District shall have the option of any of the following:
  - (i) Abandon the purchase; or
  - (ii) Rebid the purchase.
- (h) *Rejection of Bids.* The District may elect to reject all bids. In the event all bids are rejected, the District shall have the option of any of the following:
  - (i) Abandon the purchase or service; or
  - (ii) Rebid the purchase.
- (j) *Tie Bids.* If Two (2) or more bids are received from responsive and responsible bidders for the same total amount or unit price and are the lowest, the District may accept the bid it chooses.
- (k) *Written Contracts.* Written contracts in the form approved by the District Legal Counsel shall be used in the award of bids.
- (l) *Emergencies.* In case of an emergency, the Board shall respond to the emergency pursuant to Section 4.02 of this policy
- (m) *Exceptions.* A separate formal bidding process is not required when purchases are made through a cooperative purchasing agreement or "piggybacking" with another public agency whose procurement process is substantially consistent with the provisions of this article.

### **Section 2.05 Local Business Preference**

The District recognizes that local businesses make significant contributions to the economic health of the District. The District supports local business opportunities, which encourage businesses to move into and stay within the District, promote economic development, and maintain a strong local economic base, which in turn fosters economic growth in the District. Therefore, the Board has determined it is in the District's best interest to establish and provide a preference for local businesses.

- (a) *Competitive Bid Process.* The General Manager is authorized to extend a preference to a responsible and responsive local business in a competitive bid for the procurement of supplies, equipment, and materials not to exceed Five Percent (5%) of the local business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid.
- (b) *Local Preference.* When a non-local business has submitted the lowest responsive and responsible bid, and when one or more local businesses have also bid, the local business's total bid amount will be reduced by Five Percent (5%) for bid comparison purposes. If the net amount is lower than the lowest bid, the bid will be awarded to the local business for the full amount of its bid.
- (c) *Local Business.* For purposes of this policy, "local business" means a vendor or contractor that has an office with at least one employee physically located within the District.

## Procurement Policy and Procedures

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*Exemptions.* The local business preference does not apply to contracts funded by grants which prohibit the use of preferences.

- (d) *Women and Minority Owned Business Preference.* To help provide a level playing field for women and minority business owners, the District may extend a preference to a responsible and responsive women or minority-owned business in a competitive bid for the procurement of supplies, equipment, and materials not to exceed Five Percent (5%) of the business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid. For purposes of this policy, "women and minority-owned business" means a business comprising of fifty-one percent (51%) or more women or minority owners whose management and daily operations are controlled by one or more of those individuals. A list of certified women and minority-owned businesses is kept by the Supplier Clearinghouse under the supervision of the California Public Utilities Commission.

### **ARTICLE III. CONTRACTING FOR NEW CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR SERVICES**

#### **Section 3.01 Contracting Procedures for New Construction, Alteration, Maintenance, or Repair Services**

Procurement procedures for new construction that is not a public project, alteration, maintenance, or repair service, authorize the Purchasing Agent to procure such work within his or her authorized purchasing threshold, as defined in Section 1.03.

#### **Section 3.02 Contracting Procedures**

Contracting procedures for new construction that is not a public project, alteration, maintenance, or repair service, are subject to the dollar limits provided in Table 3.02(g).

- (a) Requisition orders are required for all purchases over Five Hundred Dollars (\$500).
- (b) Purchases greater than Five Hundred Dollars (\$500) and up to the limit of the Operations Manager's threshold, as defined in Section 1.03, require a second approval signature by the General Manager.
- (c) Purchases greater than One Thousand Dollars (\$1,000) must include attempts to receive at least Three (3) quotes.
- (d) Purchases greater than Three Thousand Dollars (\$3,000) and up to Ten Thousand Dollars (\$10,000.00) every effort to procure three (3) quotes will be attempted, if less than three quotes are received a staff-level recommendation can be made utilizing the quotes submitted.
- (e) Purchases greater than Ten Thousand Dollars (\$10,000) require a formal bidding procedure before the purchase order requisition is issued.
- (f) Purchases over Twenty Five Thousand (\$25,000) require a purchase order, Board authorization, and a formal bidding procedure.
- (g) If the purchase of supplies and equipment is for a public project and performed by the employees of the District, purchases up to Sixty Thousand Dollars (\$60,000) may be performed by force account, by negotiated contract, or by purchase order. The procurement limit of this section shall be governed by the most recent edition of Public Code Section 22032.

## Procurement Policy and Procedures

- (h) Table 3.02(h) provides procurement limits and procedures for new construction, alteration, maintenance, or repair services.

<b>Table 3.02(h) – CONTRACTING PROCEDURES FOR NEW CONSTRUCTION, ALTERATION, MAINTENANCE OR REPAIR SERVICES</b>		
<b>Procurement Limits</b>	<b>Purchase Order</b>	<b>Bidding Procedures</b>
<\$500	No purchase order required.	No quotes required.
\$501 - \$5,000	Purchase order required.	No quotes required, unless (g) applies.
\$5,001 - \$10,000	Purchase order required. Second signature by General Manager.	Attempt three (3) quotes, unless (g) applies.
\$10,001 - \$25,000	Purchase order required. Second signature by General Manager	Three (3) quotes required, unless (g) applies.
>\$25,000	Purchase order required. Board Authorization Required	Formal bidding procedure required, unless (g) applies.

*NOTE: This table serves to summarize the provisions of Section 3.02. If this table conflicts with the language of Section 3.02, the latter shall control.*

### **Section 3.03 Purchase Orders**

Purchase orders shall be submitted to the purchasing agent, as described in Section 1.05, for requests for new construction not deemed a public project, alteration, maintenance, or repair service.

### **Section 3.04 Work by the District**

Nothing in this article prohibits the Board from doing or causing to be done directly by the District, and without any contract, any or all work necessary or proper in or about the making of all current and ordinary repairs, upkeep, or maintenance.

### **Section 3.05 Bonds**

Bidders for construction contracts shall give bonds for the faithful performance of the construction contract.

### **Section 3.06 Formal Bidding Procedures**

The provisions in Section 2.04 shall apply to formal bidding procedures for contracting for new construction, alteration, maintenance, or repair services, except for subdivisions (g) and (h), which shall read:

- (i) *No bids received.* In the event no bids are received, the District shall have the option of any of the following:
  - (i) Abandon the service; or
  - (ii) Rebid the service.
- (ii) *Rejection of bids.* The District may elect to reject all bids. In the event all bids are rejected, the District shall have the option of any of the following:
  - (iii) Abandon the service;
  - (ii) Rebid the service; or
  - (iii) Perform the service by employees of the District after the Board passes, by a

two-thirds (2/3rd) vote, a resolution declaring that all bids submitted are unsatisfactory or excessive.

### **ARTICLE IV. PURCHASING AND CONTRACTING FOR PUBLIC PROJECTS**

Purchases and contracts for public projects are subject to the Public Contract Code and Uniform Public Construction Cost Accounting Act and shall adhere to the following competitive bidding procedures in the following sections of this article. The estimated value of purchases and contracts shall not include sales tax or freight. It is unlawful to split or separate into smaller work orders or projects for the purpose of evading the purchasing and contracting limits set forth in this section.

#### **Section 4.01 Purchasing and Contracting Procedures for Public Projects**

- (a) *Open Market Bidding Procedures.* Purchases and contracts of an estimated value in the amount of Sixty Thousand Dollars (\$60,000.00) or less may be made by force account, negotiated contract, or by purchase order pursuant to the provisions of Section 4.04 of this article, except as otherwise provided in this section, or the amount listed in the most recent Public Contract Code Section.22032.
- (b) *Informal Bidding Procedures.* Purchases and contracts of an estimated value in the amount of Two Hundred Thousand Dollars (\$200,000.00) or less may be made by informal bidding procedures pursuant to the provisions of Sections 4.05 and 4.06 of this policy, except as otherwise provided in this section, or the amount listed in the most recent Public Contract Code Section 22032.
- (c) *Formal Bidding Procedures.* Purchases and contracts of an estimated value in an amount greater than Two Hundred Thousand Dollars (\$200,000.00) shall be made by formal bidding procedures pursuant to the provisions of Sections 4.05 and 4.07 of this policy, except as otherwise provided in this section.
- (d) *Exceptions.* The bidding procedures and force account restrictions set forth in this article shall be dispensed with when bidding would be impossible, impractical, or incongruent; in an emergency; when the price is controlled by law; when the commodity, maintenance service, or project can only be provided or performed by one vendor. For the purposes of this section:
  - (i) "Impossible" shall mean actual impossibility or extreme and unreasonable difficulty or expense.
  - (ii) "Impractical" shall mean incapable of being performed by the bid procedure.
  - (iii) "Incongruous" shall mean not suitable to the bid procedure.
- (e) *Cooperative Agreements.* No provision of this article shall be interpreted or construed to prohibit or prevent the District from purchasing or contracting for supplies, equipment, maintenance services, or public projects by contracts, arrangements, and agreements for cooperative purchasing programs not otherwise prohibited by law with any federal government agency, the state, the county, any other public agencies, or with any cooperative purchasing alliance acting on behalf of governmental entities. Any such contract, agreement, or arrangement otherwise subject to open market or informal bidding procedures shall be first approved by the Purchasing Agent and if subject to formal bidding procedures shall be first approved by the Board, or by the General Manager, if the funding for the purchase has already been approved by the Board through the budget process. At the discretion of the appropriate approving authority, the bidding procedures of any agency may be used

## Procurement Policy and Procedures

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in such joint contracting arrangements.

- (f) *A Requisition Report* shall be added to the monthly financial reports to inform the Board of procured items of over \$500 that do not require Board authorization; for example, this would include computers, tools, and hardware (non-consumable goods).
- (g) The following procedures shall be followed for the issuance of *Request for Bids (RFB's)*:
  - (i) RFB's shall be posted on the District website in a listing of current and past RFB's;
  - (ii) the Board shall be notified of the date when RFB's are released;
  - (iii) the Board's agenda packet that includes the awarding of a contract or agreement for the Board's approval shall contain the RFB documents and information about all bidders and will be provided to the Board with a minimum of four (4) days for review.
- (h) All contracts cannot exceed more than ten percent (10%) of their original allocated amount. If a contract amount exceeds the \$25,000 of the General Manager's signing authority, it requires Board authorization.

### **Section 4.02 Emergencies**

- (a) *Generally*. In cases of emergency, the Board shall follow the procedures in Public Contract Code Sections 22035 and 22050.
- (b) *Authority to Act*. In cases of emergency, the Board, by a Four-Fifths (4/5ths) vote, may direct the General Manager to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts.
- (c) *Work by Day Labor or Contract*. The work may be done by day labor under the direction of the Board, by contract, or by a combination of the two.
- (d) *Review of Board Actions*. Where the Board orders any action as permitted by Public Contract Code section 22050, the Board shall review the emergency action every Fourteen (14) days thereafter until the action is terminated, to determine, by a Four-fifths (4/5) vote, that there is a need to continue the action.
- (e) *Review of General Manager Actions*. Where the General Manager orders any action as permitted by Public Contract Code section 22050, the Board shall initially review the emergency action at the next regularly scheduled meeting of the Board, not to occur later than fourteen (14) days after the action. The Board shall review the emergency action every Fourteen (14) days thereafter until the action is terminated, to determine, by a Four-Fifths (4/5) vote, that there is a need to continue the action unless the General Manager has terminated that action prior to the Board reviewing the emergency action and making a determination pursuant to this subdivision.
- (f) *Termination of Emergency Action*. When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.
- (g) All regulations not met during the emergency action by the district shall come into compliance within the required amount of time.

### **Section 4.03 Authorized Signature**

- (a) *Board President*. The President shall be authorized to sign on behalf of the District

## Procurement Policy and Procedures

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all approved contracts provided for in this article. In the absence of the President, the Vice President shall be so authorized.

- (b) *General Manager.* The General Manager shall be authorized to sign on behalf of the District all contracts provided for in Section 4.06 of this article and such other approved contracts as the Board may specifically direct from time to time.

### **Section 4.04 Open Market Bidding Procedures**

Except as otherwise provided in subsections (d) and (e) of Section 4.01 of this policy, the solicitation of bids and award of contracts for public projects with an estimated value in the amount of Sixty Thousand Dollars (\$60,000) or less may be made by the Purchasing Agent by force account, negotiated contract, or by purchase order. Whenever possible, bids shall be obtained in the open market in accordance with the following procedures:

- (a) *Minimum number of bids.* Open market purchases, whenever possible, shall be based on at least three (3) bids and shall be awarded to the lowest responsive and responsible bidder.
- (b) *Notices inviting bids.* The Purchasing Agent shall solicit bids from prospective vendors by written requests, by telephone, by facsimile or electronic mail, or by other advertising.
- (c) *Written records of bids.* Written records of bids received shall be maintained by the Purchasing Agent in accordance with the District's records retention schedule. Such records, while so kept, shall be open to public inspection and shall include the business name, address, and telephone number of the vendor; vendor representative; description of the bid items, including unit quantities if applicable, unit prices or lump sum amount quoted by the vendor; and the date the bid was received.

### **Section 4.05 General Provisions for Informal and Formal Bidding Procedures**

The following provisions shall apply in contracting for public projects under both informal and formal bidding procedures:

- (a) *Material Changes to the Bid.* If a material change to the bid specification is issued by the District later than Seventy-Two (72) hours prior to the opening of bids, the date and time shall be extended by no less than seventy-two (72) hours. The term "material change" means a change with a substantial cost impact on the total bid as determined by the District.
- (b) *Base Contract.* Bid specifications which include one or more alternative bid schedules shall identify and define the base bid for the purpose of awarding to the lowest responsive and responsible bidder.
- (c) *Bid opening procedure.* Sealed bids shall be submitted to the Purchasing Agent and shall be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the notice inviting bids in the presence of all bidders who attend. A tabulation of all bids received shall be open for public inspection during regular business hours until award of the contract.
- (d) *Records of bid documents.* Bid documents received by the District shall be maintained by the District department issuing the bid in accordance with the District's records retention schedule.
- (e) *Award of contracts.* Contracts shall be awarded by the District to the responsive and responsible bidder that submits the lowest bid.



## Procurement Policy and Procedures

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- (f) *No bids received.* In the event no bids are received, the District shall have the option of any of the following:
  - (i) Abandoning the purchase or project;
  - (ii) Rebidding the purchase or project; or
  - (iii) Perform the work by employees of the District.
  
- (g) *Rejection of bids.* The District may elect to reject all bids. In the event the District anticipates rejecting all bids, the District shall provide a written notice to an apparent low bidder, pursuant to Public Contract Code section 22038. Furthermore, the District shall have the option of any of the following:
  - (i) Abandon the project;
  - (ii) Rebid the purchase or project using the appropriate bidding procedures; or
  - (iii) Perform the project by force account without further complying with Public Contract Code section 22020 et seq., after the Board passes a resolution by
  - (iv) a four-fifths (4/5th) vote of its governing body declaring that the project can be performed more economically by District employees.
  
- (h) *Tie bids.* If Two (2) or more bids are received from responsive and responsible bidders for the same total amount or unit price and are the lowest, the District may accept the bid it chooses.
  
- (i) *Written contracts.* Written contracts in the form approved by the District Legal Counsel shall be used in the award of bids.
  
- (j) *Bidders' security.* Security will be required in an amount equal to Ten Percent (10%) of the bid quotation as described in the Public Contract Code. Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the district beyond sixty (60) days from the time the award is made.
  
- (k) *Bonds.* Bidders for construction contracts shall give bonds for the faithful performance of the construction contract.

### **Section 4.06 Informal Bidding Procedures**

Except as otherwise provided in subsections (a), (d), and (e) of Section 4.01 and in Section 4.02 of this article, the solicitation of bids may be authorized by the Purchasing Agent and the award of contracts for public projects up to an estimated value in the amount of Two Hundred Thousand Dollars (\$200,000.00) or the amount listed in the most recent Public Contract Code Section 22032, may be made by the General Manager in accordance with the requirements of the Public Contract Code section 22032, et seq., and the following informal bidding procedures:

- (a) *Budgetary Authorization.* The bid items shall have been authorized as a part of an approved budget of the District, and the purchase or contract shall not exceed the amount so authorized.
  
- (b) *Contractor's List.* A list of contractors shall be developed and maintained in accordance with the provisions of section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

## Procurement Policy and Procedures

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- (c) *Notices Inviting Bids.* Notices inviting bids shall be prepared describing the bid items in general terms; referencing how to obtain more detailed information about the bid items; and stating the time, date, and place for the submission of sealed bids.
- (d) *Mailing of Notices.* Notices inviting informal bids shall be mailed at least ten (10) calendar days before the due date of the submission of bids as follows:
  - (i) Mailed to all firms on the bidders list or contractors list for the category of work being bid;
  - (ii) For bid items defined as public projects, mailed to all construction trade journals designated by the California Uniform Construction Cost Accounting Commission; and
  - (iii) Other mailings, advertisements, and notifications as deemed appropriate by the purchasing agent.
- (e) *Bids Received in Excess of Two Hundred Thousand Dollars (\$200,000.00).* If all bids received are in excess of Two Hundred Thousand Dollars (\$200,000.00), the Board may award the contract to the lowest responsive and responsible bidder by the adoption of a resolution by a Four-Fifths (4/5ths) vote if the Purchasing Agent determines the cost estimate was reasonable and the low bid does not exceed Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500.00).

### **Section 4.07 Formal Bidding Procedures**

Except as provided in subsections (d) and (e) of Section 4.01 of this article, the solicitation of bids and award of contracts for public projects with an estimated value in excess of Two Hundred Thousand Dollars (\$200,000.00) shall be made in accordance with the requirements of the Public Contract Code section 22031 et seq., and the following formal bidding procedures:

- (a) *Plans and Specifications.* The Board shall adopt any plans, specifications, and working details as appropriate for the bid items prior to a solicitation for formal bids. Any person may examine the plans, specifications, or working details, or all of these, adopted by the District for any project.
- (b) *Notices.* Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least Fourteen (14) calendar days prior to the opening of bids in a newspaper of general circulation, printed and published in the jurisdiction of the District; or if there is no newspaper that is circulated within the jurisdiction for the District, publication shall be by posting the notice in at least three places within the jurisdiction of the District as have been designated by ordinance or regulation of the District as places for the postings.
- (c) *Sending, mailing, and publishing of notices.* Notices inviting formal bids shall be published, sent, and mailed as follows:
  - (i) For bid items defined as public projects, sent electronically, by either facsimile or electronic mail and mailed to all construction trade journals designated by the California Uniform Construction Cost Accounting Commission at least Fifteen (15) calendar days before the date of the bid opening;
  - (ii) Sent electronically, by facsimile or electronic mail, or mailed to all firms on the bidders list at least Fifteen (15) calendar days before the date of the bid opening;

## Procurement Policy and Procedures

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- (iii) Published at least once in a newspaper of general circulation, printed and published in the District, at least Fourteen (14) calendar days before the date of the bid opening, or in a manner as authorized by Public Contract Code section 22037 if there is no newspaper of general circulation; and
  - (iv) Other mailings, advertisements, and notifications deemed appropriate by the department head of the requesting agency.
- (d) The following procedures shall be followed for *Request for Bids (RFB's)*:
- (i) RFB's shall be posted on the District website to the listing of current and past RFB's;
  - (ii) the Board shall be notified of the date when RFB's are released;
  - (iii) the Board's agenda packet that includes the awarding of a contract or agreement for Board approval shall contain the RFB documents and information about all bidders and shall be provided to the Board with a minimum of four (4) days for review.

### **Section 4.08 Local Business Preference**

The District recognizes that local businesses make significant contributions to the economic health of the District. The District supports local business opportunities, which encourage businesses to move into and stay within the District, promote economic development and maintain a strong local economic base, which in turn foster economic growth in the District. Therefore, the Board has determined it is in the District's best interest to establish and provide a preference for local businesses.

- (a) *Competitive bid process.* The General Manager is authorized to extend a preference to a responsible and responsive local business in a competitive bid for a public project not to exceed five percent (5%) of the local business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid.
- (b) *Local preference.* When a non-local business has submitted the lowest responsive and responsible bid, and when one or more local businesses have also bid, the local business's total bid amount will be reduced by five percent (5%) for bid comparison purposes. If the net amount is lower than the lowest bid, the bid will be awarded to the local business for the full amount of its bid.
- (c) *Local business.* For purposes of this chapter, "local business" means a vendor or contractor that has an office with at least one (1) employee physically located within the District.
- (e) *Women and Minority Owned Business Preference.* To help provide a level playing field for women and minority business owners, the District may extend a preference to a responsible and responsive women or minority-owned business in a competitive bid for the procurement of supplies, equipment, and materials not to exceed Five Percent (5%) of the business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid. For purposes of this policy, "women and minority-owned business" means a business comprising of fifty-one percent (51%) or more women or minority owners whose management and daily operations are controlled by one or more of those individuals. A list of certified women and minority-owned businesses is kept

## Procurement Policy and Procedures

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by the Supplier Clearinghouse under the supervision of the California Public Utilities Commission.

- (d) *Exemptions.* The local, women, and minority-owned business preferences do not apply to the following:
  - (i) Contracts funded by grants which prohibit the use of preferences, and
  - (ii) Contracts for services.

### ARTICLE V. CONTRACTS FOR PROFESSIONAL AND CONSULTING SERVICES

#### **Section 5.01 Contracting Procedures**

Contracts for consultant/professional services shall be made pursuant to the provisions of this policy.

#### **Section 5.02 Architectural, Landscape Architectural, Professional Engineering, Environmental, Land Surveying, and Construction Management Services**

- (a) Procurements for architectural, landscape architectural, professional engineering, environmental, land surveying, and construction management services contracts shall comply with this section and Section 5.03.

*Selection.* Contracts for architectural, landscape architectural, engineering, environmental, land surveying, and construction management services are subject to the provisions of this article and shall be awarded in accordance with California Government Code section 4525 et seq. Selection process will be designed to select the most qualified firm to provide the desired services at a reasonable price. Selection will not be solely based on price; however, price may be a factor in selecting a firm. If the price will be a factor, it will be discussed in the RFP, along with the method used to consider price.

- (b) *Maximum Participation of Small Business Firms.*
  - (i) Definition of Small Business. "Small business," as used in this section, shall have the same definition in Government Code section 14837(d)(1).
  - (ii) Quotes. The District shall attempt to obtain at least two (2) quotes or proposals from a small business, where this article requires quotes or RFPs under Section 5.03.
- (c) *Prohibition of Unlawful Activity.* The District specifically prohibits practices that might result in unlawful activity, including but not limited to rebates, kickbacks, or other unlawful considerations. The District also prohibits its employees from participating in the selection process when those employees have a financial interest with an individual or business entity seeking a contract under this Section and would be subject to the prohibition of Government Code section 87100.

#### **Section 5.03 Procurement**

- (a) Procurement of Professional and Consultant Services: \$25,000.00 or Less.
  - (i) *Informal Request for Proposal Procedure (RFP).* Except as set forth herein, the procurement of consultant or professional services with a value of Twenty Five Thousand Dollars (\$25,000.00) or less shall be made following the procedure prescribed below:
    - (1) *Solicitation of Proposals.* The General Manager may solicit proposals by

## Procurement Policy and Procedures

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written (including e-mail) or verbal request to prospective consultants. Informal requests for proposals shall attempt, whenever feasible, to obtain at least three (3) proposals.

- (2) *Award of Contracts.* The General Manager shall award contracts pursuant to this subdivision to the best qualified and most responsible proposer, which may not necessarily be the lowest priced proposal. The dollar amount of the proposal shall be considered but the award need not be made to the lowest dollar proposal.
  - (3) *Signature Authority.* The General Manager shall have the authority to execute a contract granted pursuant to this section. Such contracts shall be formal written agreements executed by the General Manager on behalf of the District.
- (ii) *Exceptions.* The General Manager may dispense with the informal RFP procedure, whether the informal RFP procedure has been initiated or not, for the reasons set forth below:
- (1) In an emergency;
  - (2) When the services can be obtained from only one (1) source which has been reviewed and approved in writing by the General Manager;
  - (3) When, in the judgment of the General Manager, compliance with the procedure is not in the best interest of the District; or
  - (4) When processed through a cooperative purchasing agreement with another public agency, whose procurement process is substantially consistent with the provisions of this article.
- (b) *Procurement of Professional and Consultant Services: More than \$5,000.00.*
- (i) *Formal Request for Proposal Procedure.* Except as set forth herein, the procurement of consultant or professional services with a value of more than Twenty Five Thousand Dollars (\$25,000.00) shall be made following the procedure prescribed below:
    - (1) *Solicitation of Proposals.* The General Manager shall solicit proposals by written (including e-mail) or verbal request to prospective consultants.
    - (2) Informal requests for proposals shall, whenever feasible, be based on at least three (3) proposals.
    - (3) *Award of Contracts.* The Board shall award contracts pursuant to this subsection to the best qualified and most responsible proposer, which may not necessarily be the lowest-priced proposal. The dollar amount of the proposal shall be considered but the award need not be made to the lowest dollar proposal.
    - (4) *Signature Authority.* The Board President, or General Manager with the Board's approval, shall have the authority to execute a contract granted pursuant to this section. Such contracts shall be formal written agreements executed by the Board President, or General Manager on behalf of the District.
  - (ii) *Exceptions.* The Board may dispense with the informal RFP procedure, whether the informal RFP procedure has been initiated or not, for the reasons set forth above under subdivision (a)(ii).
  - (iii) The following procedures shall be followed for *Request for Proposals (RFP's)*:

## Procurement Policy and Procedures

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- a. RFP's shall be posted on the District website in a listing of current and past RFP's;
- b. the Board shall be notified of the date when RFP's are released;
- c. the Board's agenda packet that includes the awarding of a professional services agreement shall contain the RFP documents and information about all proposers and shall be provided to the Board with a minimum of four (4) days for review.

### **ARTICLE VI. PURCHASING AND CONTRACTING FOR FEDERAL AND STATE GRANTS**

#### **Section 6.01 State and Federal Requirements**

The District will follow all guidance and purchasing regulations as laid out within the specific grant program. Additionally, all environmental regulations shall be followed pursuant to the grant guidelines.

#### Certification

I hereby certify that the foregoing is a full, true and correct copy of Policy 2135 amended by the Board of Directors of the Georgetown Divide Public Utility District on the eleventh day of April 2023 by Resolution 2023-27.

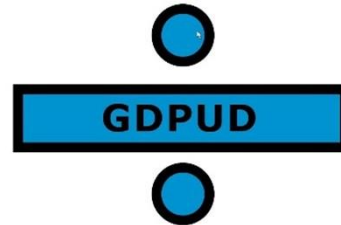
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Nicholas Schneider, Clerk and Ex-Officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of October 10, 2023**

**Agenda Item No. 8. D.**



**AGENDA SECTION: ACTION ITEM**

**SUBJECT: Consider Accepting Salary Survey Results from Sloan Sakai (Management Strategies Group) LLP**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

Effectively managed utility systems encourage and benefit from product quality, customer satisfaction, employee and leadership development, operational optimization, financial viability, infrastructure stability, operational resiliency, water resource adequacy, and stakeholder understanding and support.

For the District to achieve its mission of providing service to the public requires the attraction and retention of key talent to fill staff jobs. These are jobs that have a significant depth in customer service, and technical and professional competencies, while at the same time possessing advanced skills. These unique skills are essential for staff to be successful at carrying out the District's mission in an effective and efficient manner.

- Become the employer of choice for key staff talent necessary to meet its core mission.
- Retain key staff and prevent "poaching" from other agencies.
- Maintain a competitive, market-driven compensation and benefits system.
- Maintain a performance-based, results-oriented culture.
- Engage in succession planning efforts for staff and management positions.

**DISCUSSION**

Sloan Sakai (Management Strategies Group) LLP was retained by the Georgetown Divide Public Utility District to conduct a comprehensive compensation study and recommend an appropriate labor market. Additionally, the District Requested the group to analyze job descriptions and functions, report on appropriate staffing levels, and recommend an appropriate staffing level plan.

The Report finds that while the District is essentially solid, there are a number of recommendations related to class specifications, staffing, and strategies to minimize staff turnover and ensure appropriate succession planning.

The scope of the report focused on employee and leadership development which requires an agency be able to recruit and retain a workforce that is competent, motivated, and adaptive while ensuring that employee institutional knowledge is retained and improved over time. The scope of the work involved three key tasks;

- Task #1 Analyze job descriptions and functions
- Task #2 Report on appropriate staffing levels
- Task #3 Formulate appropriate staffing levels plan

The report provided six (6) recommendations:

1. Revision to class specifications
2. Revise Minimum qualifications statements.
3. Designate the Human Resources position as confidential.
4. Develop succession planning/overlap through incentives.
5. Revise/add staffing in the field operations.
6. Review the salary differentials.

The District was advised to next consider approving pay differentials for certifications beyond the minimum requirements for the job as part of the upcoming bargaining process with its labor unions.

### **FISCAL IMPACT**

This action has an undetermined fiscal impact. The numbers and percentages included here will be utilized and considered in the upcoming labor negotiations. This is likely to take effect during the FY 24-25 and will affect salary and health benefit allotments.

### **CEQA ASSESSMENT**

Not a CEQA Project

### **RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) confirm the results of the Compensations and Staffing report.

### **ATTACHMENTS**

1. Compensation and Staffing Survey
2. Resolution 2023-XX
3. Compensation and Staffing Survey Management Strategies Group Presentation



**Georgetown Divide Public Utility District**

**Title: Summary**

**Analysis Date: May 2023**

Classification	Variance from Total Comp Median	Variance from Total Comp Average
Administrative Aide II	-25.42%	-19.79%
Canal Operator II	-20.57%	-18.99%
Distribution Operator II	-4.02%	-5.82%
Executive Assistant	-42.38%	-36.95%
Field Superintendent	-27.62%	-27.88%
General Manager	-20.76%	-26.75%
HR-IT Specialist	-15.85%	-16.70%
Maintenance Worker II	-25.02%	-22.92%
Office-Finance Manager	-31.82%	-25.50%
Operations Manager	-28.32%	-29.75%
Wastewater Technician II	-32.43%	-23.89%
Water Resource Manager	-31.20%	-24.36%
Water Treatment Plant Operator III	-10.66%	-10.24%

Footnotes:

No information was received from Kirkwood Meadows PUD. As a result, their information is not included in the survey.

Individual worksheets provide further analysis where necessary.

**Georgetown Divide Public Utility District**

**Title: Agency Data**

**Analysis Date: May 2023**

Survey Agency	Approximate # of Employees
Amador Water Agency	54
Calaveras County Water District	53
El Dorado Irrigation District	293
Groveland CSD	26
Kirkwood Meadows PUD	32
Nevada Irrigation District	265
North Tahoe PUD	56
Paradise ID	52
Placer County Water	281
San Juan Water District	55
Stockton East WD	52
Tahoe City PUD	140
Mariposa Public Utility District	19
South Tahoe Public Utility District	144
Tuolumne Utilities District	101
Georgetown Divide Public Utility District	28

Footnotes:

Data Source: Most recent data available from Transparent California. Employee numbers are not necessarily FTEs and may include part-time employees.

Georgetown Divide Public Utility District  
Title: Administrative Aide II  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	Customer Service Representative II	EAU	\$5,504	\$0	\$83	14.22%	\$783	6.75%	-\$371	\$5,998	\$1,643	\$123	\$24	\$1,790	\$7,788	10
Calaveras County Water District	Customer Service Representative I	SEIU	\$5,815	\$361	\$83	14.22%	\$827	6.75%	-\$393	\$6,693	\$2,976	\$101	\$19	\$3,096	\$9,789	2
El Dorado Irrigation District	Administrative Assistant II	AEDID	\$5,030	\$312	\$0	13.15%	\$661	6.25%	-\$314	\$5,689	\$2,103	\$123	\$16	\$2,242	\$7,931	8
Groveland CSD	Admin Services Tech II	Local 3	\$5,105	\$317	\$0	14.22%	\$726	6.75%	-\$345	\$5,803	\$1,860	\$123	\$16	\$1,999	\$7,802	9
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	Finance Assistant II	Office Unit	\$5,294	\$0	\$0	15.50%	\$821	7.75%	-\$410	\$5,704	\$2,103	\$123	\$16	\$2,242	\$7,946	7
North Tahoe PUD	Customer Service Representative II	Local 39	\$5,609	\$348	\$0	14.22%	\$798	6.75%	-\$379	\$6,376	\$2,637	\$135	\$55	\$2,826	\$9,202	6
Paradise ID	Senior Customer Service Specialist	General	\$4,552	\$282	\$546	0.00%	\$0	0.00%	\$0	\$5,380	\$2,250	\$0	\$0	\$2,250	\$7,631	11
Placer County Water	Administrative Aide	WSU	\$6,463	\$401	\$0	13.22%	\$854	6.25%	-\$404	\$7,314	\$2,178	\$58	\$18	\$2,253	\$9,568	3
San Juan Water District	Customer Service Technician I	Non-Exempt	\$5,663	\$351	\$0	14.22%	\$805	6.75%	-\$382	\$6,437	\$2,692	\$149	\$19	\$2,859	\$9,296	4
Stockton East WD	Administrative Clerk	SEWDE	\$5,479	\$0	\$0	15.69%	\$860	7.50%	-\$411	\$5,928	\$3,349	\$0	\$0	\$3,349	\$9,276	5
Tahoe City PUD	Administrative Assistant II	Classified	\$7,055	\$437	\$141	14.22%	\$1,003	6.75%	-\$476	\$8,161	\$2,147	\$122	\$27	\$2,296	\$10,456	1
Georgetown Divide Public Utility District	Administrative Aide II	Local 1	\$4,789	\$297	\$0	14.22%	\$681	6.75%	-\$323	\$5,444	\$1,819	\$65	\$9	\$1,893	\$7,337	12
			Median	\$5,504						\$5,998					\$9,202	
			Variance from Median	-14.92%						-10.18%					-25.42%	
			Average	\$5,597						\$6,317					\$8,790	
			Variance From Average	-16.87%						-19.03%					-19.79%	

Notes:

Georgetown Divide Public Utility District  
Title: Canal Operator II  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	Utility II	EAU	\$6,076	\$0	\$83	14.22%	\$864	6.75%	-\$410	\$6,613	\$1,643	\$123	\$24	\$1,790	\$8,403	4
Calaveras County Water District	N/C															
El Dorado Irrigation District	Construction and Maintenance Worker II	AEDID	\$6,585	\$408	\$0	13.15%	\$866	6.25%	-\$412	\$7,448	\$2,103	\$123	\$16	\$2,242	\$9,690	3
Groveland CSD	N/C															
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	N/C															
North Tahoe PUD	N/C															
Paradise ID	N/C															
Placer County Water	Canal Operator II	WSU	\$6,786	\$421	\$0	13.22%	\$897	6.25%	-\$424	\$7,680	\$2,178	\$58	\$18	\$2,253	\$9,933	2
San Juan Water District	N/C															
Stockton East WD	Water Supply Operator	SEWDE	\$6,798	\$0	\$0	15.69%	\$1,067	7.50%	-\$510	\$7,355	\$3,349	\$0	\$0	\$3,349	\$10,703	1
Tahoe City PUD	N/C															
Georgetown Divide Public Utility District	Canal Operator II	Local 39	\$5,493	\$341	\$0	14.22%	\$781	6.75%	-\$371	\$6,244	\$1,819	\$65	\$9	\$1,893	\$8,137	5
		Median	\$6,686							\$7,401					\$9,811	
		Variance from Median	-21.71%							-18.54%					-20.57%	
		Average	\$6,561							\$7,274					\$9,682	
		Variance From Average	-19.45%							-16.50%					-18.99%	

**Notes:**  
Given there are less than five (5) matches; the survey data for this class might not stand a statistical challenge.

Georgetown Divide Public Utility District  
Title: Distribution Operator II  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	Distribution Operator II	EAU	\$6,076	\$0	\$83	14.22%	\$864	6.75%	-\$410	\$6,613	\$1,643	\$123	\$24	\$1,790	\$8,403	9
Calaveras County Water District	Distribution Worker II	SEIU	\$5,930	\$368	\$83	14.22%	\$843	6.75%	-\$400	\$6,824	\$2,976	\$101	\$19	\$3,096	\$9,920	3
El Dorado Irrigation District	Distribution Operator II	AEDID	\$6,651	\$412	\$0	13.15%	\$875	6.25%	-\$416	\$7,522	\$2,103	\$123	\$16	\$2,242	\$9,764	4
Groveland CSD	Water Distribution Operator II	Local 3	\$5,635	\$349	\$0	14.22%	\$801	6.75%	-\$380	\$6,405	\$1,860	\$123	\$16	\$1,999	\$8,404	8
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	Water Distribution Operator II	Field Unit	\$6,259	\$0	\$0	15.50%	\$970	7.75%	-\$485	\$6,744	\$2,103	\$123	\$16	\$2,242	\$8,986	7
North Tahoe PUD	N/C															
Paradise ID	Distribution System Operator	General Unit	\$5,711	\$354	\$685	0.00%	\$0	0.00%	\$0	\$6,750	\$2,250	\$0	\$0	\$2,250	\$9,001	6
Placer County Water	Distribution Operator II	WSU	\$7,304	\$453	\$0	13.22%	\$966	6.25%	-\$457	\$8,266	\$2,178	\$58	\$18	\$2,253	\$10,519	2
San Juan Water District	Distribution Operator II	Non-Exempt	\$7,483	\$464	\$0	14.22%	\$1,064	6.75%	-\$505	\$8,506	\$2,692	\$149	\$19	\$2,859	\$11,365	1
Stockton East WD	N/C															
Tahoe City PUD	N/C															
Georgetown Divide Public Utility District	Distribution Operator II	Local 39	\$6,269	\$389	\$0	14.22%	\$892	6.75%	-\$423	\$7,127	\$1,819	\$65	\$9	\$1,893	\$9,020	5
		Median	\$6,167							\$6,787					\$9,382	
		Variance from Median	1.65%							5.00%					-4.02%	
		Average	\$6,381							\$7,204					\$9,545	
		Variance From Average	-1.78%							-1.08%					-5.82%	

Notes:

Georgetown Divide Public Utility District  
Title: Executive Assistant  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	Executive/HR Assistant	Exempt	\$6,758	\$0	\$167	14.22%	\$961	6.75%	-\$456	\$7,429	\$1,643	\$123	\$24	\$1,790	\$9,219	8
Calaveras County Water District	Executive Assistant/Clerk to the Board	Mgmt/Conf	\$7,396	\$459	\$333	14.22%	\$1,052	6.75%	-\$499	\$8,740	\$2,976	\$101	\$19	\$3,096	\$11,836	6
El Dorado Irrigation District	Executive Assistant/Clerk to the Board	Confidential	\$9,054	\$561	\$0	13.15%	\$1,191	6.25%	-\$566	\$10,240	\$2,103	\$123	\$16	\$2,242	\$12,482	5
Groveland CSD	N/C															
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	N/C															
North Tahoe PUD	Administrative Liaison/Board Secretary	Management	\$9,431	\$585	\$0	14.22%	\$1,341	6.75%	-\$637	\$10,720	\$2,637	\$135	\$55	\$2,826	\$13,547	2
Paradise ID	Executive Assistant/District Secretary	Management	\$9,209	\$571	\$1,105	0.00%	\$0	0.00%	\$0	\$10,885	\$2,250	\$0	\$0	\$2,250	\$13,135	4
Placer County Water	Executive Assistant	CEU	\$7,125	\$442	\$0	13.22%	\$942	6.25%	-\$445	\$8,063	\$2,178	\$58	\$18	\$2,253	\$10,317	7
San Juan Water District	Board Secretary/Admin Assist	Non-Exempt	\$9,221	\$572	\$0	14.22%	\$1,311	6.75%	-\$622	\$10,482	\$2,692	\$149	\$19	\$2,859	\$13,341	3
Stockton East WD	N/C															
Tahoe City PUD	Executive Assistant	Management	\$10,715	\$664	\$214	14.22%	\$1,524	6.75%	-\$723	\$12,394	\$2,147	\$122	\$27	\$2,296	\$14,690	1
Georgetown Divide Public Utility District	Executive Assistant	Local 1	\$6,249	\$387	\$0	14.22%	\$889	6.75%	-\$422	\$7,103	\$1,819	\$65	\$9	\$1,893	\$8,996	9
		Median	\$9,132							\$10,361					\$12,809	
		Variance from Median	-46.14%							-45.87%					-42.38%	
		Average	\$8,614							\$9,869					\$12,321	
		Variance From Average	-37.85%							-38.95%					-36.95%	

**Notes:**

Comparable classifications are mostly management/confidential. Georgetown is unique in that the Executive Assistant position is part of the Union.

Georgetown Divide Public Utility District  
Title: Field Superintendent  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	Distribution/Canal Supervisor	Supervisory	\$9,754	\$0	\$167	14.22%	\$1,387	6.75%	-\$658	\$10,649	\$1,643	\$123	\$24	\$1,790	\$12,439	7
Calaveras County Water District	Distribution/Collections Manager	Mgmt/Conf	\$11,469	\$711	\$333	14.22%	\$1,631	6.75%	-\$774	\$13,370	\$2,976	\$101	\$19	\$3,096	\$16,466	3
El Dorado Irrigation District	Water Operations/Maintenance Supervisor	Managers/Super	\$12,085	\$749	\$0	13.15%	\$1,589	6.25%	-\$755	\$13,668	\$2,103	\$123	\$16	\$2,242	\$15,910	4
Groveland CSD	Operations Supervisor	Local 3	\$8,365	\$519	\$0	14.22%	\$1,190	6.75%	-\$565	\$9,508	\$1,860	\$123	\$16	\$1,999	\$11,507	11
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	Water Superintendent	Supervisory	\$11,438	\$0	\$0	15.50%	\$1,773	7.75%	-\$886	\$12,325	\$2,103	\$123	\$16	\$2,242	\$14,567	6
North Tahoe PUD	Utility Operations Crew Chief	Local 39	\$7,989	\$495	\$0	14.22%	\$1,136	6.75%	-\$539	\$9,081	\$2,637	\$135	\$55	\$2,826	\$11,907	9
Paradise ID	Field Superintendent	Management	\$10,636	\$659	\$1,276	0.00%	\$0	0.00%	\$0	\$12,572	\$2,250	\$0	\$0	\$2,250	\$14,822	5
Placer County Water	Field Maintenance Supervisor	WSU	\$8,877	\$550	\$0	13.22%	\$1,174	6.25%	-\$555	\$10,046	\$2,178	\$58	\$18	\$2,253	\$12,300	8
San Juan Water District	Field Services Manager	Exempt	\$13,459	\$834	\$0	14.22%	\$1,914	6.75%	-\$909	\$15,299	\$2,692	\$149	\$19	\$2,859	\$18,158	2
Stockton East WD	N/C															
Tahoe City PUD	Utilities Superintendent	Management	\$14,587	\$904	\$292	14.22%	\$2,074	6.75%	-\$985	\$16,872	\$2,147	\$122	\$27	\$2,296	\$19,168	1
Georgetown Divide Public Utility District	Field Superintendent	Local 39	\$8,464	\$525	\$0	14.22%	\$1,204	6.75%	-\$571	\$9,621	\$1,819	\$65	\$9	\$1,893	\$11,514	10
		Median	\$11,037							\$12,448					\$14,694	
		Variance from Median	-30.40%							-29.39%					-27.62%	
		Average	\$10,866							\$12,339					\$14,724	
		Variance From Average	-28.38%							-28.25%					-27.88%	

**Notes:**

Major difference is the number of employee/positions which report to this classification. Many other agencies are larger with more direct reports.

Georgetown Divide Public Utility District  
Title: General Manager  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	General Manager	Exempt	\$16,563	\$0	\$167	14.22%	\$2,355	6.75%	-\$1,118	\$17,966	\$1,643	\$123	\$24	\$1,790	\$19,756	8
Calaveras County Water District	General Manager	Contract	\$16,667	\$1,033	\$333	14.22%	\$2,370	6.75%	-\$1,125	\$19,278	\$2,976	\$101	\$19	\$3,096	\$22,374	6
El Dorado Irrigation District	General Manager	Confidential	\$25,415	\$1,576	\$0	13.15%	\$3,342	6.25%	-\$1,588	\$28,745	\$2,103	\$123	\$16	\$2,242	\$30,987	1
Groveland CSD	General Manager	Contract	\$14,872	\$922	\$0	14.22%	\$2,115	6.75%	-\$1,004	\$16,905	\$1,860	\$123	\$16	\$1,999	\$18,904	9
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	General Manager	Contract	\$22,109	\$0	\$0	15.50%	\$3,427	7.75%	-\$1,713	\$23,822	\$2,103	\$123	\$16	\$2,242	\$26,064	4
North Tahoe PUD	General Manager/CEO	Management	\$16,668	\$1,033	\$0	14.22%	\$2,370	6.75%	-\$1,125	\$18,946	\$2,637	\$135	\$55	\$2,826	\$21,773	7
Paradise ID	District Manager	Contract	\$13,500	\$0	\$0	0.00%	\$0	0.00%	\$0	\$13,500	\$0	\$0	\$0	\$0	\$13,500	11
Placer County Water	General Manager	GMU	\$25,117	\$1,557	\$0	13.22%	\$3,321	6.25%	-\$1,570	\$28,425	\$2,178	\$58	\$18	\$2,253	\$30,679	2
San Juan Water District	General Manager	Exempt	\$17,333	\$1,075	\$0	14.22%	\$2,465	6.75%	-\$1,170	\$19,703	\$2,692	\$149	\$19	\$2,859	\$22,562	5
Stockton East WD	N/C	Contract														
Tahoe City PUD	General Manager	Management	\$23,284	\$1,444	\$466	14.22%	\$3,311	6.75%	-\$1,572	\$26,933	\$2,147	\$122	\$27	\$2,296	\$29,228	3
Georgetown Divide Public Utility District	General Manager	Contract	\$14,083	\$873	\$704	14.22%	\$2,003	6.75%	-\$951	\$16,713	\$1,819	\$65	\$9	\$1,893	\$18,606	10
		Median	\$17,001							\$19,491					\$22,468	
		Variance from Median	-20.71%							-16.62%					-20.76%	
		Average	\$19,153							\$21,422					\$23,583	
		Variance From Average	-36.00%							-28.18%					-26.75%	

**Notes:**

Paradise ID District Manager receives no retirement or health benefits per contract  
Major difference is the number of employee/positions which report to this classification. Many other agencies are larger with more direct reports.  
Salary/benefit information from Stockton East unavailable



Georgetown Divide Public Utility District  
Title: HR-IT Specialist  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Benefits				Total Comp	Rank
						(%)	(\$)	(%)	(\$)		Health	Dental	Vision	Total Benefits		
Amador Water Agency	N/C															
Calaveras County Water District	HR Tech	Mgmt/Conf	\$7,044	\$437	\$333	14.22%	\$1,002	6.75%	-\$475	\$8,340	\$2,976	\$101	\$19	\$3,096	\$11,436	2
El Dorado Irrigation District	Human Resources Analyst II	Confidential	\$9,145	\$567	\$0	13.15%	\$1,203	6.25%	-\$572	\$10,342	\$2,103	\$123	\$16	\$2,242	\$12,584	1
Groveland CSD	N/C															
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	Human Resources Rep II	Confidential	\$8,252	\$0	\$0	15.50%	\$1,279	7.75%	-\$640	\$8,892	\$2,103	\$123	\$16	\$2,242	\$11,134	3
North Tahoe PUD	N/C															
Paradise ID	N/C															
Placer County Water	HR Tech	WSU	\$7,125	\$442	\$0	13.22%	\$942	6.25%	-\$445	\$8,063	\$2,178	\$58	\$18	\$2,253	\$10,317	4
San Juan Water District	N/C															
Stockton East WD	N/C															
Tahoe City PUD	N/C															
Georgetown Divide Public Utility District	HR-IT Specialist	Local 1	\$6,904	\$428	\$0	14.22%	\$982	6.75%	-\$466	\$7,848	\$1,819	\$65	\$9	\$1,893	\$9,741	5
		Median	\$7,689							\$8,616					\$11,285	
		Variance from Median	-11.37%							-9.79%					-15.85%	
		Average	\$7,891							\$8,909					\$11,368	
		Variance From Average	-14.30%							-13.53%					-16.70%	

**Notes:**

Comparable classifications are mostly management/confidential. Georgetown is unique in that the HR position is part of the Union. Given there are less than five (5) matches; the survey data for this class might not stand a statistical challenge.

Georgetown Divide Public Utility District  
Title: Maintenance Worker II  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	Construction II	EAU	\$6,529	\$0	\$83	14.22%	\$928	6.75%	-\$441	\$7,100	\$1,643	\$123	\$24	\$1,790	\$8,890	6
Calaveras County Water District	Construction Worker II	SEIU	\$6,539	\$405	\$83	14.22%	\$930	6.75%	-\$441	\$7,516	\$2,976	\$101	\$19	\$3,096	\$10,612	1
El Dorado Irrigation District	Construction & Maintenance Worker II	AEDID	\$6,585	\$408	\$0	13.15%	\$866	6.25%	-\$412	\$7,448	\$2,103	\$123	\$16	\$2,242	\$9,690	4
Groveland CSD	N/C															
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	Utility Worker II	Field Unit	\$5,625	\$0	\$0	15.50%	\$872	7.75%	-\$436	\$6,061	\$2,103	\$123	\$16	\$2,242	\$8,303	7
North Tahoe PUD	Utility Operations Maintenance Worker II	Local 39	\$6,826	\$423	\$0	14.22%	\$971	6.75%	-\$461	\$7,759	\$2,637	\$135	\$55	\$2,826	\$10,585	2
Paradise ID	Utility Worker II	General	\$5,027	\$312	\$603	0.00%	\$0	0.00%	\$0	\$5,942	\$2,250	\$0	\$0	\$2,250	\$8,192	8
Placer County Water	Maintenance Worker II	WSU	\$6,463	\$401	\$0	13.22%	\$854	6.25%	-\$404	\$7,314	\$2,178	\$58	\$18	\$2,253	\$9,568	5
San Juan Water District	Utilities Maintenance Worker II	Non-Exempt	\$6,193	\$384	\$0	14.22%	\$881	6.75%	-\$418	\$7,040	\$2,692	\$149	\$19	\$2,859	\$9,899	3
Stockton East WD	N/C															
Tahoe City PUD	N/C															
Georgetown Divide Public Utility District	Maintenance Worker II	Local 39	\$5,110	\$317	\$0	14.22%	\$727	6.75%	-\$345	\$5,808	\$1,819	\$65	\$9	\$1,893	\$7,702	9
		Median	\$6,496							\$7,207					\$9,629	
		Variance from Median	-27.12%							-24.08%					-25.02%	
		Average	\$6,223							\$7,022					\$9,467	
		Variance From Average	-21.79%							-22.90%					-22.92%	

Notes:

Georgetown Divide Public Utility District  
Title: Office-Finance Manager  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	N/C															
Calaveras County Water District	Director of Administrative Services	Mgmt/Conf	\$13,875	\$860	\$333	14.22%	\$1,973	6.75%	-\$937	\$16,105	\$2,976	\$101	\$19	\$3,096	\$19,201	1
El Dorado Irrigation District	Finance and Accounting Manager	Managers	\$13,219	\$820	\$0	13.15%	\$1,738	6.25%	-\$826	\$14,951	\$2,103	\$123	\$16	\$2,242	\$17,193	2
Groveland CSD	N/C															
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	N/C															
North Tahoe PUD	N/C															
Paradise ID	Finance and Accounting Manager	Contract	\$6,667	\$413	\$800	0.00%	\$0	0.00%	\$0	\$7,880	\$2,250	\$0	\$0	\$2,250	\$10,130	6
Placer County Water	Finance Manager	MMU	\$11,862	\$735	\$0	13.22%	\$1,568	6.25%	-\$741	\$13,424	\$2,178	\$58	\$18	\$2,253	\$15,678	4
San Juan Water District	N/C															
Stockton East WD	N/C															
Tahoe City PUD	Accounting Manager	Management	\$12,317	\$764	\$246	14.22%	\$1,751	6.75%	-\$831	\$14,247	\$2,147	\$122	\$27	\$2,296	\$16,542	3
Georgetown Divide Public Utility District	Office-Finance Manager	Local 1	\$9,374	\$581	\$0	14.22%	\$1,333	6.75%	-\$633	\$10,655	\$1,819	\$65	\$9	\$1,893	\$12,549	5
		Median	\$12,317							\$14,247					\$16,542	
		Variance from Median	-31.39%							-33.71%					-31.82%	
		Average	\$11,588							\$13,321					\$15,749	
		Variance From Average	-23.62%							-25.02%					-25.50%	

**Notes:**  
Comparable classifications are mostly management/confidential. Georgetown is unique in that the Office/Finance Manager position is part of the Union. Major difference is the number of employee/positions which report to this classification. Many other agencies are larger with more direct reports.

Georgetown Divide Public Utility District  
Title: Operations Manager  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	Engineering Supervisor	Supervisory	\$13,208	\$0	\$167	14.22%	\$1,878	6.75%	-\$892	\$14,361	\$1,643	\$123	\$24	\$1,790	\$16,151	9
Calaveras County Water District	Director of Operations	Mgmt/Conf	\$14,287	\$886	\$333	14.22%	\$2,032	6.75%	-\$964	\$16,573	\$2,976	\$101	\$19	\$3,096	\$19,669	3
El Dorado Irrigation District	Senior Civil Engineer	AEDID	\$12,579	\$780	\$0	13.15%	\$1,654	6.25%	-\$786	\$14,227	\$2,103	\$123	\$16	\$2,242	\$16,469	8
Groveland CSD	Operations Manager	Local 3	\$10,976	\$681	\$0	14.22%	\$1,561	6.75%	-\$741	\$12,476	\$1,860	\$123	\$16	\$1,999	\$14,475	10
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	Director of Water Operations	Supervisory	\$18,564	\$0	\$0	15.50%	\$2,877	7.75%	-\$1,439	\$20,003	\$2,103	\$123	\$16	\$2,242	\$22,245	2
North Tahoe PUD	Utility Operations Manager	Management	\$14,024	\$870	\$0	14.22%	\$1,994	6.75%	-\$947	\$15,942	\$2,637	\$135	\$55	\$2,826	\$18,768	4
Paradise ID	N/C															
Placer County Water	Engineering Services Manager	MMU	\$14,222	\$882	\$0	13.22%	\$1,880	6.25%	-\$889	\$16,095	\$2,178	\$58	\$18	\$2,253	\$18,348	5
San Juan Water District	Senior Engineer	Exempt	\$13,459	\$834	\$0	14.22%	\$1,914	6.75%	-\$909	\$15,299	\$2,692	\$149	\$19	\$2,859	\$18,158	6
Stockton East WD	N/C															
Tahoe City PUD	District Engineer	Management	\$17,622	\$1,093	\$352	14.22%	\$2,506	6.75%	-\$1,190	\$20,384	\$2,147	\$122	\$27	\$2,296	\$22,679	1
Mariposa Public Utility District	Operations Supervisor/Chief Plan Operator	N/A	\$7,028	\$436	\$0	14.22%	\$999	6.75%	-\$474	\$7,988	\$1,886	\$147	\$0	\$2,034	\$10,022	13
South Tahoe Public Utility District	Operations Supervisor	Local 39	\$9,455	\$586	\$0	14.22%	\$1,344	6.75%	-\$638	\$10,747	\$2,133	\$142	\$24	\$2,299	\$13,046	12
Tuolumne Utilities District	Operations Director	Exempt	\$12,381	\$768	\$0	14.22%	\$1,761	6.75%	-\$836	\$14,074	\$2,652	\$123	\$17	\$2,792	\$16,866	7
Georgetown Divide Public Utility District	Operations Manager	Local 1	\$10,913	\$677	\$0	14.22%	\$1,552	6.75%	-\$737	\$12,405	\$1,819	\$65	\$9	\$1,893	\$14,298	11
		Median	\$14,024							\$15,942					\$18,348	
		Variance from Median	-28.51%							-28.51%					-28.32%	
		Average	\$14,327							\$16,151					\$18,551	
		Variance From Average	-31.28%							-30.20%					-29.75%	

**Notes:**

Major difference is the number of employee/positions which report to this classification. Many other agencies are larger with more direct reports.

Georgetown Divide Public Utility District  
Title: Wastewater Technician II  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	N/C															
Calaveras County Water District	Wastewater Treatment Operator II	SEIU	\$6,539	\$405	\$83	14.22%	\$930	6.75%	-\$441	\$7,516	\$2,976	\$101	\$19	\$3,096	\$10,612	2
El Dorado Irrigation District	Wastewater Treatment Operator Grade II	AEDID	\$7,795	\$483	\$0	13.15%	\$1,025	6.25%	-\$487	\$8,816	\$2,103	\$123	\$16	\$2,242	\$11,058	1
Groveland CSD	Wastewater Treatment Operator II	Local 3	\$6,220	\$386	\$0	14.22%	\$884	6.75%	-\$420	\$7,070	\$1,860	\$123	\$16	\$1,999	\$9,069	6
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	N/C															
North Tahoe PUD	Operations Maintenance Worker II	Local 39	\$6,826	\$423	\$0	14.22%	\$971	6.75%	-\$461	\$7,759	\$2,637	\$135	\$55	\$2,826	\$10,585	3
Paradise ID	Utility Worker II	General	\$5,027	\$312	\$603	0.00%	\$0	0.00%	\$0	\$5,942	\$2,250	\$0	\$0	\$2,250	\$8,192	7
Placer County Water	N/C															
San Juan Water District	N/C															
Stockton East WD	N/C															
Tahoe City PUD	N/C															
Mariposa Public Utility District	Plant Operator II	N/A	\$5,228	\$324	\$0	14.22%	\$743	6.75%	-\$353	\$5,942	\$1,886	\$147	\$0	\$2,034	\$7,976	9
South Tahoe Public Utility District	Underground Sewer Repair II	Local 39	\$6,601	\$409	\$0	14.22%	\$939	6.75%	-\$446	\$7,503	\$2,133	\$142	\$24	\$2,299	\$9,802	4
Tuolumne Utilities District	Wastewater Operator Grade II	Local 1130	\$6,131	\$380	\$0	14.22%	\$872	6.75%	-\$414	\$6,969	\$2,652	\$123	\$17	\$2,792	\$9,761	5
Georgetown Divide Public Utility District	Wastewater Technician II	Local 39	\$5,366	\$333	\$0	14.22%	\$763	6.75%	-\$362	\$6,100	\$1,819	\$65	\$9	\$1,893	\$7,993	8
	Median		\$6,539							\$7,516					\$10,585	
	Variance from Median		-21.85%							-23.22%					-32.43%	
	Average		\$6,481							\$7,421					\$9,903	
	Variance From Average		-20.78%							-21.65%					-23.89%	

Notes:

Georgetown Divide Public Utility District  
Title: Water Resource Manager  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	N/C															
Calaveras County Water District	Manager of Water Resources	Mgmt/Conf	\$12,043	\$747	\$333	14.22%	\$1,713	6.75%	-\$813	\$14,023	\$2,976	\$101	\$19	\$3,096	\$17,118	2
El Dorado Irrigation District	Hydrologist	AEDID	\$11,162	\$692	\$0	13.15%	\$1,468	6.25%	-\$698	\$12,624	\$2,103	\$123	\$16	\$2,242	\$14,866	4
Groveland CSD	N/C															
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	Water Resources Superintendent	Supervisory	\$12,974	\$0	\$0	15.50%	\$2,011	7.75%	-\$1,005	\$13,979	\$2,103	\$123	\$16	\$2,242	\$16,221	3
North Tahoe PUD	Lead Water Quality Control Technician	Local 39	\$7,989	\$495	\$0	14.22%	\$1,136	6.75%	-\$539	\$9,081	\$2,637	\$135	\$55	\$2,826	\$11,907	5
Paradise ID	N/C															
Placer County Water	Water Quality Specialist	WSU	\$6,956	\$431	\$0	13.22%	\$920	6.25%	-\$435	\$7,872	\$2,178	\$58	\$18	\$2,253	\$10,125	7
San Juan Water District	Water Resources Manager	Exempt	\$13,459	\$834	\$0	14.22%	\$1,914	6.75%	-\$909	\$15,299	\$2,692	\$149	\$19	\$2,859	\$18,158	1
Stockton East WD	N/C															
Tahoe City PUD	N/C															
Georgetown Divide Public Utility District	Water Resource Manager	Local 1	\$8,757	\$543	\$0	14.22%	\$1,245	6.75%	-\$591	\$9,954	\$1,819	\$65	\$9	\$1,893	\$11,847	6
		Median	\$11,602							\$13,302					\$15,544	
		Variance from Median	-32.50%							-33.63%					-31.20%	
		Average	\$10,764							\$12,146					\$14,733	
		Variance From Average	-22.92%							-22.03%					-24.36%	

**Notes:**

Major difference is the number of employee/positions which report to this classification. Many other agencies are larger with more direct reports.

Georgetown Divide Public Utility District  
Title: Water Treatment Plant Operator III  
Analysis Date: May 2023

Survey Agency	Comparable Classification	Work Unit	Top Step Monthly Salary	Social Security	Deferred Compensation	Total Normal Cost + EPMC		EE Contribution		Cash + Pension	Health	Dental	Vision	Total Benefits	Total Comp	Rank
						(%)	(\$)	(%)	(\$)							
Amador Water Agency	Plant Operator III	EAU	\$7,747	\$0	\$83	14.22%	\$1,102	6.75%	-\$523	\$8,409	\$1,643	\$123	\$24	\$1,790	\$10,199	7
Calaveras County Water District	Water Treatment Plant Operator III	SEIU	\$7,209	\$447	\$83	14.22%	\$1,025	6.75%	-\$487	\$8,278	\$2,976	\$101	\$19	\$3,096	\$11,373	3
El Dorado Irrigation District	Water Treatment Plant Operator III	AEDID	\$7,875	\$488	\$0	13.15%	\$1,036	6.25%	-\$492	\$8,906	\$2,103	\$123	\$16	\$2,242	\$11,148	4
Groveland CSD	Water Treatment Operator III	Local 3	\$6,865	\$426	\$0	14.22%	\$976	6.75%	-\$463	\$7,803	\$1,860	\$123	\$16	\$1,999	\$9,802	10
Kirkwood Meadows PUD	N/C															
Nevada Irrigation District	Water Treatment Plant Operator III	Field Unit	\$7,032	\$0	\$0	15.50%	\$1,090	7.75%	-\$545	\$7,577	\$2,103	\$123	\$16	\$2,242	\$9,819	9
North Tahoe PUD	N/C															
Paradise ID	Water Treatment Plant Operator III	General	\$6,914	\$429	\$830	0.00%	\$0	0.00%	\$0	\$8,173	\$2,250	\$0	\$0	\$2,250	\$10,423	6
Placer County Water	Treatment Plant Operator III	WSU	\$7,855	\$487	\$0	13.22%	\$1,038	6.25%	-\$491	\$8,890	\$2,178	\$58	\$18	\$2,253	\$11,143	5
San Juan Water District	Water Treatment Plant Operator III	Non-Exempt	\$8,774	\$544	\$0	14.22%	\$1,248	6.75%	-\$592	\$9,974	\$2,692	\$149	\$19	\$2,859	\$12,832	2
Stockton East WD	Senior Water Treatment Plant Operator	SEWDE	\$9,078	\$0	\$0	15.69%	\$1,424	7.50%	-\$681	\$9,821	\$3,349	\$0	\$0	\$3,349	\$13,170	1
Tahoe City PUD	N/C															
Georgetown Divide Public Utility District	Water Treatment Plant Operator III	Local 39	\$7,193	\$446	\$0	14.22%	\$1,023	6.75%	-\$486	\$8,177	\$1,819	\$65	\$9	\$1,893	\$10,070	8
		Median	\$7,747							\$8,409					\$11,143	
		Variance from Median	-7.70%							-2.84%					-10.66%	
		Average	\$7,706							\$8,648					\$11,101	
		Variance From Average	-7.12%							-5.76%					-10.24%	

Notes:

**Georgetown Divide Public Utility District**

**Title: Call Back/Standby Practices**

**Analysis Date: May 2023**

Survey Agency	Call Back/Standby Language
Amador Water Agency	\$50/day weekday; \$70/day weekends No minimum hours listed
Calaveras County Water District	Assignments are 7 days in duration \$50/day weekdays; \$75/day weekends and holidays Calls outs paid in increments of 15-minute periods
El Dorado Irrigation District	\$4.20/hr – hourly rate goes up commensurate with cost-of-living adjustments No minimum hours listed
Groveland Community Services District	\$40/day weekdays; \$45/day weekends; \$50/day holidays 2 hour minimum
Mariposa	Nonunion- no data available
Nevada Irrigation District	\$86/day weekdays; \$129/day weekends; no minimum hours stated
North Tahoe	\$65/per workday; \$95/on a non-work day Additional \$25/workday and \$40/on a non-workday if required to monitor while on standby 2 hour minimum
Paradise Irrigation District	7 consecutive day assignment 3 hours pay each weekday; 5 hours pay for each weekend day; 10 hours pay for each holiday Minimum of 2 hours of overtime pay per call out
Placer County Water Agency	\$65/day weekdays; \$80/weekends & holidays Minimum of 2 hours pay per call
San Juan Water District	No information available
South Tahoe PUD	\$4.50/hour while on standby; \$4.50/hour + holiday rate while on standby Minimum of 2 hours pay for each call out rounded up to the next 2 hours
Stockton East	\$10.00/hr for all hours assigned to stand-by (minimum 8 hour assignment) When called out, regular pay/overtime rules apply to time worked
Tahoe City PUD	\$80/day weekdays; \$100/day weekends & holidays
Tuolumne Utilities District	Weekdays: Two hours of straight time for each day on stand-by Weekends/Regularly Scheduled Days Off: Three hours of straight time for each day on stand-by Holidays: The employee is guaranteed a minimum of three hours of straight time pay for each call out event.
Georgetown	\$40/day week days; \$50/day weekends & holidays Actual time worked; if troubleshooting issue remotely, 1 hour pay if at least 30 minutes were worked



**RESOLUTION NO. 2023-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**ACCEPTANCE OF COMPENSATION AND STAFFING CONDUCTED BY SLOAN**  
**SAKAI (MANAGEMENT STRATEGIES)**

**WHEREAS**, the Board of Directors (Board) of the Georgetown Divide Public Utility District (District) entered into an agreement with Sloan Sakai Attorneys at Law LLP (Management Strategies) to conduct a comprehensive Total Compensation and Staffing Survey; and

**WHEREAS**, the survey also provides key insights into job roles and salaries and will assist in determining compensation strategies; and

**WHEREAS**, the results of the survey will be used to ensure that employees are given fair and competitive wages and benefits packages while engaging in collective bargaining processes; and

**WHEREAS**, fifteen special district agencies offering similar services were analyzed and the survey report was received on October 3, 2023; and

**WHEREAS**, the Board of Directors has received the study and its recommendations; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT HAS RECEIVED THE COMPENSATION AND STAFFING SURVEY AND THE RECOMMENDATIONS CONTAINED THEREIN AND ACCEPTS THE RESULTS AS COMPLETE.**

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of October 2023, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors

## CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2023-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 October 2023.

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Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DRAFT

The logo for Sloan Sakai Attorneys at Law is centered within a white square. The name "Sloan Sakai" is written in a serif font, with "Sloan" in dark blue and "Sakai" in a gold color. A thin horizontal line is positioned below the name. Underneath the line, the words "ATTORNEYS AT LAW" are written in a smaller, dark blue, all-caps sans-serif font.

Sloan Sakai  
ATTORNEYS AT LAW

# Georgetown Divide Public Utilities District

Staffing Analysis Summary & Recommendations  
Compensation Survey Results

# Staffing Study – Scope of Work

- Task #1 - Analyze job descriptions and functions
- Task #2 - Report on appropriate staffing levels
- Task #3 - Formulate appropriate staffing levels plan

# Staffing Study – Recommendations

- Recommendation #1 – Revise format of class specifications
- Recommendation #2 – Revise minimum qualifications statements
- Recommendation #3 – Designate the human resources position as confidential
- Recommendation #4 – Develop succession planning/overlap through incentives
- Recommendation #5 – Revise/add staffing in the field operations and review the opportunity to bring hydro-electric work in house
- Recommendation #6 – Review the salary differentials between classes

# Compensation Survey Overview

## Survey Classes

- Administrative Aide II
- Office/Finance Manager
- Canal Operator II
- Distribution Operator II
- Executive Assistant
- Field Superintendent
- General Manager
- HR/IT Specialist
- Maintenance Worker II
- Operations Manager
- Wastewater Technician II
- Water Resource Manager
- Water Treatment Plant Operator III

## Primary Survey Universe

- Amador Water Agency
- Calaveras County Water District
- El Dorado Irrigation District
- Groveland CSD
- Kirkwood Meadows PUD
- Nevada Irrigation District
- North Tahoe PUD
- Paradise ID
- Placer County Water
- San Juan Water District
- Stockton East WD
- Tahoe City PUD

## Wastewater Agencies

- Mariposa Public Utility District
- South Tahoe Public Utility District
- Tuolumne Utilities District

# Compensation Survey Overview

Sloan Sakai  
ATTORNEYS AT LAW

**Georgetown Divide Public Utility District**

**Title: Agency Data**

**Analysis Date: May 2023**

Survey Agency	Approximate # of Employees
Amador Water Agency	54
Calaveras County Water District	53
El Dorado Irrigation District	293
Groveland CSD	26
Kirkwood Meadows PUD	32
Nevada Irrigation District	265
North Tahoe PUD	56
Paradise ID	52
Placer County Water	281
San Juan Water District	55
Stockton East WD	52
Tahoe City PUD	140
Mariposa Public Utility District	19
South Tahoe Public Utility District	144
Tuolumne Utilities District	101
Georgetown Divide Public Utility District	28

Footnotes:

Data Source: Most recent data available from Transparent California. Employee numbers are not necessarily FTEs and may include part-time employees.

# Compensation Survey Results

Sloan Sakai  
ATTORNEYS AT LAW

**Georgetown Divide Public Utility District**

**Title: Summary**

**Analysis Date: May 2023**

Classification	Variance from Total Comp	Variance from Total Comp
	Median	Average
Administrative Aide II	-25.42%	-19.79%
Canal Operator II	-20.57%	-18.99%
Distribution Operator II	-4.02%	-5.82%
Executive Assistant	-42.38%	-36.95%
Field Superintendent	-27.62%	-27.88%
General Manager	-20.76%	-26.75%
HR-IT Specialist	-15.85%	-16.70%
Maintenance Worker II	-25.02%	-22.92%
Office-Finance Manager	-31.82%	-25.50%
Operations Manager	-28.32%	-29.75%
Wastewater Technician II	-32.43%	-23.89%
Water Resource Manager	-31.20%	-24.36%
Water Treatment Plant Operator III	-10.66%	-10.24%

**Footnotes:**

No information was received from Kirkwood Meadows PUD. As a result, their information is not included in the survey.

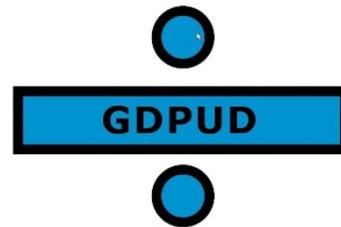
Individual worksheets provide further analysis where necessary.



**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of October 10, 2023**

**Agenda Item No. 8. E.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: Consideration of Letter of Support for the Stream Act (H.R. 7283)**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

Senators Dianne Feinstein (D-CA), Mark Kelly (D-AZ), and Kyrsten Sinema (D-AZ) on May 17 introduced S.4231, the Support to Rehydrate the Environment, Agriculture and Municipalities Act or STREAM Act, a bill that would increase water supply and modernize water infrastructure in California and throughout the West.

**DISCUSSION**

The STREAM Act would help address the current drought and assist communities in building resiliency into their water systems and supplies. The STREAM Act includes major provisions to achieve each of these goals:

- Authorizes \$750 million for storage, \$300 million for water recycling, \$150 million for desalination, \$100 million for drinking water for disadvantaged communities, and \$150 million in a new, low-interest loan program for water supply projects. This builds on the \$1.15 billion for storage, \$550 million for water recycling, and \$250 million for desalination in the bipartisan infrastructure law
- In combination with the bipartisan infrastructure law, this funding would provide California with more than 1 million additional acre-feet of water per year on average, enough water for more than 6 million people, including 532,000 additional acre-feet from water recycling projects; 85,000 additional acre-feet from water desalination projects; and 425,000 additional acre-feet from off-stream storage and groundwater storage projects (including construction of Sites Reservoir, expansion of Los Vaqueros Reservoir and the raising of B.F. Sisk Dam, plus other potential projects like the Sacramento Regional Groundwater Bank and Del Puerto Canyon Reservoir).

Financial incentives for storage and conveyance projects that enhance environmental benefits and expand drinking water access for disadvantaged communities include the following:

- The bill authorizes grants for storage and conveyance projects that include environmental benefits, drinking water benefits for disadvantaged communities, or other public benefits either as part of the project design or as part of a watershed restoration plan adopted together with the project.

- The bill authorizes low-interest loans if they build storage and conveyance projects that solely provide irrigation and general municipal and industrial water supply benefits. (Sponsors of storage and conveyance projects generally prefer to receive federal grants rather than federal loans.)
- Access to grants gives project sponsors a strong financial incentive to design environmental and disadvantaged community benefits into their projects. This approach builds on the experience of the Proposition 1 water bond California’s voters passed by a 2-1 margin in 2014, which also incentivizes projects with environmental and other public benefits.

Funding for separate environmental restoration projects includes:

- Authorizes \$250 million for environmental restoration benefits, including helping imperiled species adapt to climate change.
- Authorizes an additional \$50 million for natural water retention and release projects. These projects would help restore stream and river channels with natural materials like wetlands and could have multiple benefits, including increased groundwater recharge, improved flood protection, and increased floodplain habitat to benefit salmon and other species.
- Authorizes funding to facilitate the creation of essential seasonal habitats for migratory birds on fields followed by agricultural producers in the Sacramento Valley when they sell their water to other farmers and cities during times of drought.
- Authorizes pay-for-performance environmental restoration approaches that award grants contingent on the success of the restoration effort. These approaches can expedite environmental restoration and build public/private partnerships to increase the number of acres restored.

**FISCAL IMPACT**

There is no fiscal impact.

**CEQA ASSESSMENT**

This is not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District authorize the General Manager to send a letter of support for this project.

**ALTERNATIVES**

The Board of Directors may (a) Request substantive changes to the Resolution for staff to implement; (b) Reject the Resolution.

**ATTACHMENTS**

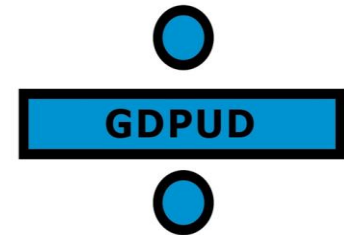
1. Stream Act Summary

## Summary of STREAM Act

Senators Feinstein, Kelly and Sinema, introduced May 2022

- **Expedites non-federal storage projects with less than \$250 million in federal funding, water recycling, and desalination projects by allowing Interior to approve the projects.**
  - This provision is needed following the *Water Infrastructure Improvements for the Nation Act*'s expiration in December 2021. Absent this provision, Congress must individually authorize all water recycling, desalination and storage projects, with the exception of projects that receive construction funding under the bipartisan infrastructure legislation.
  - Allowing projects to proceed with Interior's approval avoids frequent and lengthy delays in the Congressional approval process.
- Authorizes \$750 million in funding for surface and groundwater storage and conveyance projects (including natural water retention and release projects).
- Authorizes \$300 million for water recycling projects, \$150 million for desalination projects, \$100 million for projects to provide drinking water for disadvantaged communities, and \$250 million for environmental restoration projects.
- Establishes a Reclamation Infrastructure Finance and Innovation program, with low-interest loans similar to WIFIA, except this program is for water supply projects recommended by the Bureau of Reclamation. Expected to cost-effectively make available \$8 to \$12 billion in lending authority under OMB scoring protocols, at an appropriations cost of only \$150 million.
- **Requires Congressional approval of future federal storage projects** and non-federal storage projects with over \$250 million in federal funding. Congressional approval is appropriate for federal and the most expensive projects. Shortens timeline for Congressional approval of these projects through a "Reclamation WRDA" process where Reclamation notifies Congress of completed feasibility studies each year to set up an orderly process to authorize projects.
- **Grandfathers storage projects that receive construction funding from the \$1.15 billion provided for storage in the bipartisan infrastructure law** so they can receive storage funds authorized under this bill and they do not need further authorization to complete construction.
- **Federal non-reimbursable grants are available for non-Federal storage projects funded by the bill only if they have public benefits** that are provided either directly as part of the project or through federal spending on environmental benefits in the same watershed approved as part of a watershed plan adopted together with the project. Non-federal storage projects with water supply benefits only are eligible for reimbursable funding.
- **Projects to repair aging Reclamation infrastructure are authorized to include modified components with additional public benefits or other project benefits**, if the modification increases costs by less than 25% (or less than \$25 million for projects under \$100 million).
- **During droughts, Interior can implement emergency drought relief projects through building permanent facilities, if those facilities are supported by the State where the projects are located and require a federal investment of less than \$30 million.**
  - Current law allows funding only for temporary facilities, excepting groundwater wells.
  - Given the increased frequency of droughts, it is more efficient to install permanent facilities rather than frequently installing and removing temporary facilities.

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF OCTOBER 10,  
2023 AGENDA ITEM NO. 8. F.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: AUTHORIZE THE EXPENDITURE OF \$149,165 TO AWARD CONTRACT TO BLAIN STUMPF FOR GRAVEL;**

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

**APPROVED BY:** Nicholas Schneider, General Manager

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**BACKGROUND**

As a result of the Mosquito Fire and subsequent land operations, the District needs gravel applied to the upper canal road system to ensure access during the winter rainy season and to limit further erosion. A formal bid process was completed through Bidnet Direct and published on the District's website at <https://www.gd-pud.org/bids-proposals>.

**DISCUSSION**

On September 5, 2023, the District released a request for bids for delivery of 3,500 tons of 1-1/2" drain rock.

On September 29, 2023, the District received two completed bid proposals ranging from a high bid of \$154,000 to a low bid of \$149,165 for this project. The bids were opened publicly at the appointed time and location. The bid schedule for each bid is included as **Attachment A**.

Blain Stumpf Rock Sand & Gravel located in Placerville is the apparent low bidder with a bid of \$149,165. Blain Stumpf's bid is included as **Attachment B**. Staff reviewed and accepted the bid proposal. The District has utilized Blain Stumpf on a smaller scale in which they have been responsive and professional. Pending Board approval hauling is expected to begin October 16<sup>th</sup> and the operation will likely continue until the winter season no longer allows.

**FISCAL IMPACT**

Delivery of aggregate will increase the CIP budget by \$149,165. The amended CIP is included in the October 10, 2023 Board Packet as Item 8.G. Attachment C.

**CEQA ASSESSMENT**

This project is categorically exempt as it maintains existing infrastructure.

**RECOMMENDED ACTION**

Staff recommends that the Georgetown Divide Public Utility District Board of Directors adopt Resolution 2023-XX (**Attachment C**) awarding the construction contract, authorizing the General Manager to execute a contract with Blain Stumpf in the amount of \$149,165.

**ATTACHMENTS**

1. Bid Schedules
2. Blain Stumpf. – Bid Package
3. Resolution 2023-XX

# BID SUMMARY SHEET

<b>Project:</b> Rock Delivery	<b>Due Date and Time:</b> September 29, 2023, at 3 p.m. Local time
<b>Facilitator:</b> Adam Brown	<b>Location:</b> GDPUD Main Office

Contractor	Bid Amount
Blain Stumpf	149,165. <sup>00</sup>
Green Dream Int.	154,000. <sup>00</sup>

Note: This is only a summary sheet that provides a listing of those Contractors that submitted Bids and their corresponding Bid Amounts.

Prepared by: MEltis  
(Signature)

Print Name: apexis Elliott

Witness: AW  
(Signature)

Print Name: Adam Brown



# **BLAIN STUMPF**

*Rock,  
Sand & Gravel*

(916) 933-1555 • (530) 642-1555

Fax (916) 933-2925

P.O. Box 231, Shingle Springs, CA 95682-0231

*A BST Services Inc. Company*

September 25, 2023

GPUD Cover Letter

Bidder; BST Services, Inc. DBA; Blain Stumpf Rock, Sand & Gravel

Physical address; 5561 Davidson Rd, Placerville CA 95667

Mail address; PO Box 231 Shingle Springs CA 95682

Authorized bidder name;

Blain Stumpf, President BST Services

530-642-1555 X101

Blain@bstrock.com

Dispatcher;

Dave Chalker

530-642-1555 X102

Dave@bstrock.com

Respectfully submitted,



Blain Stumpf

Attachments; bid schedule, addendum acknowledgment, fax quote sheet, Statement of corporate information

***“Rocking Your World Since 1983”***

[www.bstrock.com](http://www.bstrock.com)



GEORGETOWN DIVIDE  
**Public Utility District**

P.O. BOX 4240

PHONE (530) 333-4356

GEORGETOWN, CALIFORNIA 95631-4240

FAX (530) 333-8442

gd-pud.org

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

Thank You,

Adam Brown  
GDPUD  
Operations Manager

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

**Addendum No. 1**

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
*Blain Stumpf*



**BLAIN STUMPF**

*Rock,  
Sand & Gravel*

P.O. Box 231  
Shingle Springs, CA 95682-0231



## BID SCHEDULE

### Rock Delivery

#### BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	1-1/2" Drain Rock	TON	3,500		
2	Delivery   Ditch Camp Location, 2,000 tons	Lump	1	41.44 Per-Ton	82,880.00
3	Delivery   Sand Mountain Boulevard, 1,500 tons	Lump	1	44.19 Per-Ton	66,285.00

**Total Bid Base Price**

149,165.00

*Includes sales tax*



**BLAIN STUMPF**

*Rock,*

*Sand & Gravel*

P.O. Box 231

Shingle Springs, CA 95682-0231



# BLAIN STUMPF

Rock,  
Sand & Gravel

(916) 933-1555 • (530) 642-1555

Fax (916) 933-2925

P.O. Box 231, Shingle Springs, CA 95682-0231

A BST Services Inc. Company

## FAX QUOTE SHEET September 21 2023

Company: **GEORGETOWN DIVIDE PUBLIC UTI**  
Attention: **ADAM BROWN**  
Phone:  
Fax:

Quote: **23-19**  
Quoted By: **BLAIN STUMPF**

Job Name: **ROCK DELIVERY**  
Location: **DITCH CAMP AND SAND MNT ROADS**

Quote Date: **09/21/23**  
Quote Exp: **03/31/24**

Map Page:

Comments: **Ditch Camp \$41.44/ton**  
**Sand Mnt \$44.19/ton**  
**To stockpile. Weather permitting. Estimated production 100 tons/day**

Material	Unit	Mtl Cost	Equipment	Unit	Delivery	Tax	Cost Per
1½" DRAIN	Ton	24.60	TRANSFER	Ton	15.06	1.78	41.44
1½" DRAIN	Ton	24.60	TRANSFER	Ton	17.81	1.78	44.19

*Material subject to availability. Substitution of source producer may increase cost.*

*Quote valid for 30 days unless accepted.*

*Weekends, nights and holidays subject to surcharge.*

*Split loads with over 15 minutes of load time billed with standby. Standby after 15 minutes on job for transfers.*

*Contractor responsible for notifying BST of prevailing wage requirements.*

*Does not include time for wheel wash, or other storm water runoff prevention techniques.*

(Signature)

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[www.bstock.com](http://www.bstock.com)



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516



**BLAIN STUMPF**

*Rock,  
 Sand & Gravel*  
 P.O. Box 231  
 Shingle Springs, CA 95682-0231

For Office Use Only

**-FILED-**

File No.: BA20230234503

Date Filed: 2/9/2023

<b>Entity Details</b>			
Corporation Name	BST SERVICES, INC.		
Entity No.	2373597		
Formed In	CALIFORNIA		
<b>Street Address of Principal Office of Corporation</b>			
Principal Address	5561 DAVIDSON RD PLACERVILLE, CA 95667		
<b>Mailing Address of Corporation</b>			
Mailing Address	5561 DAVIDSON RD PLACERVILLE, CA 95682		
Attention			
<b>Street Address of California Office of Corporation</b>			
Street Address of California Office	None		
<b>Officers</b>			
Officer Name	Officer Address	Position(s)	
BLAIN E STUMPF	5561 DAVIDSON RD PLACERVILLE, CA 95667	Chief Executive Officer, Chief Financial Officer	
MARCIA A STUMPF	5561 DAVIDSON RD PLACERVILLE, CA 95667	Secretary	
<b>Additional Officers</b>			
Officer Name	Officer Address	Position	Stated Position
None Entered			
<b>Directors</b>			
Director Name	Director Address		
BLAIN E STUMPF	55612 DAVIDSON RD PLACERVILLE, CA 95667		
The number of vacancies on Board of Directors is: 0			
<b>Agent for Service of Process</b>			
Agent Name	BLAIN E STUMPF		
Agent Address	5561 DAVIDSON RD PLACERVILLE, CA 95667		
<b>Type of Business</b>			
Type of Business	BST Services Inc		
<b>Email Notifications</b>			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
<b>Labor Judgment</b>			
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.			

**RESOLUTION NO. 2023-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING THE GENERAL MANAGER TO**  
**EXECUTE A CONTRACT WITH BLAIN STUMPF FOR AN AMOUNT NOT**  
**TO EXCEED \$149,165 FOR THE PURCHASE OF GRAVEL**

**WHEREAS**, as a result of the Mosquito Fire and subsequent land operations (logging) the access roads for the District's upper canal system are prone to erosion negatively impacting ingress and egress during the wet seasons; and

**WHEREAS**, a notice inviting bids to select a vendor for delivery of 3,500 tons of gravel was issued on September 5, 2023, and two bids were received on September 29, 2023;

**WHEREAS**, after reviewing bids, District Staff have determined that Blain Stumpf submitted the lowest responsive and qualified bid; and

**WHEREAS**, Blain Stumpf's bid is in the amount of \$149,165; and

**WHEREAS**, the project expenditures are expected not to exceed the amount of \$150,000,

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

1. The contract is awarded to Blain Stumpf and,
2. The General Manager is authorized to expend up to \$150,000 on the Project including executing a contract with Blain Stumpf in the amount of \$149,165 for gravel.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the ninth day of October 10, 2023, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

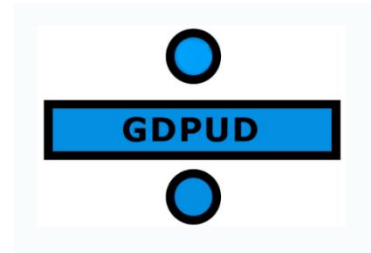
**CERTIFICATION**

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2023-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 tenth day of October 2023.

---

Nicholas Schneider, Clerk, and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF October 10<sup>th</sup>, 2023  
AGENDA ITEM NO. 8. G.**



**AGENDA  
SECTION:**

**ACTION ITEM**

**SUBJECT:**

**PRESENTATION OF 2023/2024 AMMENDED CAPITAL  
IMPROVEMENT PLAN**

**PREPARED BY:**

Adam Brown, Operations Manager

**APPROVED BY:**

Nicholas Schneider, General Manager

---

**BACKGROUND**

On an annual basis, the District develops a Capital Improvement Plan (CIP) that is reviewed and adopted annually by the Board of Directors generally during the budget process at the beginning of the fiscal year.

The CIP acts as a planning document for the District and details key infrastructure projects planned for the upcoming fiscal year and five-year outlook. The 2023/2024 CIP adopted June 13, 2023, is included as **Attachment A**.

**DISCUSSION**

Generally, District planning identifies deficiencies and directs funding to complete critical infrastructure upgrades when developing the CIP. Land use developments resulting from the Mosquito Fire, following the 2023/2024 CIP adoption, have significantly changed priorities for the District. Specifically, logging operations along the upper canal have impacted approximately 870 acres adjacent to the canal. *Mosquito Fire Erosion Control Planning* section from the August 8, 2023, operations report is included as **Attachment B** which provides a visual representation of logging impact along the upper canal.

Logging operations and the consequent land conditions as a result of the activities have the potential to impact District operations along the upper canal as detailed below:

1. Soil disturbance has de-stabilized slope conditions. De-stabilized slope conditions may allow significant siltation into the canal potentially limiting or interrupting water deliveries;
2. The reduction of vegetation debris in combination with equipment, hauling, and soil type of the levee roads will render them impassable in wet conditions; and

3. Burnt-out tree roots have created pathways for leaks to develop from the canal.

The District is working with landowners to optimize their operations and provide mitigation in an effort to limit impacts to critical infrastructure. However, additional mitigation efforts are necessary along the upper canal; therefore, the District has amended the 2023/2024 CIP to meet those needs. Projects include road repair, erosion control, and piping a section of canal.

To account for additional CIP projects the 2023/2024 has been adjusted. The amended CIP is included as **Attachment C**.

### **FISCAL IMPACT**

CIP Amendments adjust total CIP projects from \$1,745,333 to \$1,731,333, representing a difference of \$14,000.

### **CEQA ASSESSMENT**

The amendment of the CIP does require a CEQA assessment.

### **RECOMMENDED ACTION**

Staff recommends that the Board adopt the amended FY 2023-2024 CIP. Resolution 2023-XX is included as **Attachment D**.

### **ATTACHMENT**

- (1) 2023/2024 Adopted CIP
- (2) August 2023 Operations Report
- (3) 2023/2024 Amended CIP
- (4) Resolution 2023-XX adopting the Amended Five-Year Capital Improvement Plan

CIP Project (Water)	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total 22-28
<b>Priority 1</b>						
Tunnel Inspection and Lining	\$ 65,000					\$ 65,000
Infrastructure Replacement/HQ Building	\$ 200,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 230,000
Distribution Tank Coating	\$ 275,000	\$ 175,000	\$ 175,000			\$ 625,000
Paving	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
Vehicle Replacements	\$ 250,000	\$ 100,000	\$ 125,000	\$ 100,000	\$ 125,000	\$ 700,000
- Dump Truck Less than \$75,000						
- Utility Truck for 5400 F-450 \$75,000						
- 1/2 Ton Trucks (3) \$100,000						
Master Meters	\$ 80,000					\$ 80,000
<b>Priority 2</b>						
Pump Station Retrofit	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000		\$ 48,000
Repair Safety Walkways	\$ 35,000	\$ 2,000	\$ 2,000	\$ 2,000		\$ 41,000
Treated Water line Replacement	\$ 65,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 215,000
Pressure Regulating Valves	\$ 50,000	\$ 50,000	\$ 25,000	\$ 25,000		\$ 150,000
VFD Replacement Sweetwater Treatment Plant		\$ -	\$ 100,000			\$ 100,000
<b>Priority 3</b>						
Annual Canal Lining/ Canal Improvements			\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
Replace Air Release Valves	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 40,000
Solar on Walton and Sweetwater		\$ 1,000,000				\$ 1,000,000
SCADA Upgrades		\$ 225,000	\$ 100,000			\$ 325,000
<b>Total</b>	<b>\$ 1,117,000</b>	<b>\$ 1,709,000</b>	<b>\$ 784,000</b>	<b>\$ 384,000</b>	<b>\$300,000</b>	<b>\$ 4,294,000</b>
<b>CIP Project (ZONE)</b>						
Lift Station Upgrade (CDS Reserve)	\$ 150,000					\$ 150,000
Solar at Lift Station 16	\$ 50,000					\$ 50,000
Installation of a Water Line to CDS Field	\$ 10,000					\$ 10,000
Wastewater Treatment Plant			\$ 500,000			\$ 500,000
<b>Total</b>	<b>\$ 210,000</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 710,000</b>
<b>Potential Grant Funded Capital Projects</b>						
Annual Canal Lining/Canal Improvements	\$ 120,000	\$ 120,000	\$ -			\$ 240,000
GRANT - USBR (AWARDED)	\$ (40,000)	\$ (40,000)	\$ -			\$ (80,000)
Dredging of Holding Reservoirs and Erosion	\$ 285,000	\$ -	\$ -			\$ 285,000
GRANT - FEMA Emergency Funds (AWARDED)	\$ (285,000)	\$ -	\$ -			
AMI Meter Infrastructure	\$ 125,000	\$ 125,000	\$ -			\$ 250,000
GRANT - California State Appropriation	\$ (125,000)	\$ (125,000)	\$ -			\$ (250,000)
Infrastructure Generators	\$ 100,000		\$ -			\$ 100,000
GRANT - California State Appropriation	\$ (100,000)		\$ -			\$ (100,000)
Canal Pipeline Improvements	\$ 1,333,333	\$ 1,333,333	\$ 1,333,333			\$ 3,999,999
GRANT - CalOES HMPG	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)			\$ (3,000,000)
Skid Steer w/Masticator	\$ 162,500	\$ 162,500	\$ -			\$ 325,000
GRANT - CalFire	\$ (162,500)	\$ (162,500)	\$ -			\$ (325,000)
Excavator w/Masticator	\$ 162,500	\$ 162,500	\$ -			\$ 325,000
GRANT - CalFire	\$ (162,500)	\$ (162,500)	\$ -			\$ (325,000)
Sweetwater Water Treatment 2MG Water Tank	\$ -	\$ 3,000,000	\$ -			\$ 3,000,000
GRANT - Federal Appropriation	\$ -	\$ (1,500,000)	\$ -			\$ (1,500,000)
Water Wheel for Ditch	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
GRANT - Greenhouse Gas	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (250,000)
Develop Alternative Water Sources	\$ 85,000	\$ 10,000,000	\$ -			\$ 10,085,000
<b>Grant Total</b>	<b>\$ (1,925,000)</b>	<b>\$ (1,540,000)</b>	<b>\$ (2,550,000)</b>			<b>\$ (6,015,000)</b>
<b>Total</b>	<b>\$ 418,333</b>	<b>\$ 11,833,333</b>	<b>\$ 333,333</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,584,999</b>
<b>Future Projects (2029-2034)</b>						
North Fork American River Pumping Plant						\$ 35,000,000
Canyon Creek Reservoir						\$ 150,000,000
Hydroelectric at Stumpy Meadows Reservoir						\$ 12,000,000
Loon Lake						\$ 10,000,000
Line Extensions (Expanding the District)						\$ 5,000,000
<b>Total For All Projects (2023-2024)</b>	<b>\$ 1,745,333</b>	<b>\$ 13,542,333</b>	<b>\$ 1,617,333</b>	<b>\$ 384,000</b>	<b>\$ 300,000</b>	<b>\$212,000,000</b>



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
August 8, 2023

### Stumpy Meadows Historical Capacity Chart



Note: Full Pool – 21,206 acre feet | August 1, 2023 – 20,596 acre feet

## Treatment Operations

### Walton Lake Treatment Plant

36.559 mg / 1,179,322 average gpd

- ✓ No operational shutdowns

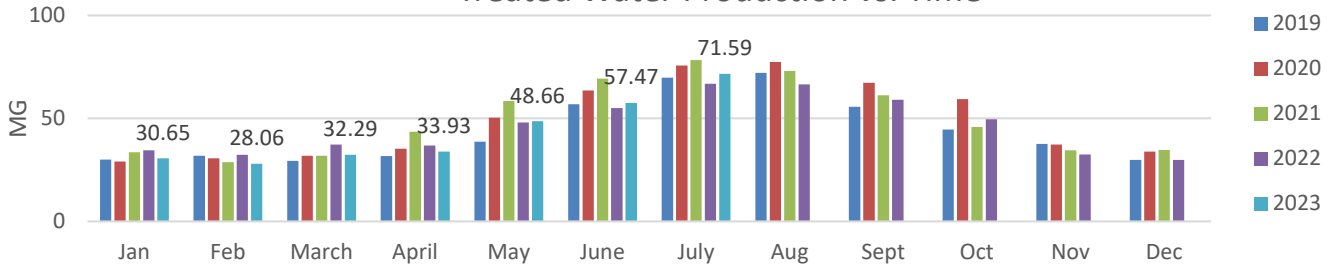
### Sweetwater Treatment Plant

35.036 mg / 1,130,193 average gpd

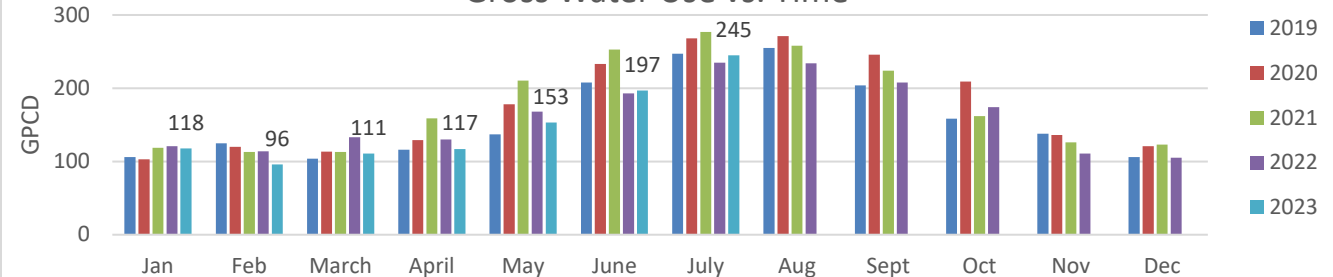
### Water Quality Monitoring:

- ✓ All finished water was in compliance with drinking water standards.
- ✓ Collected routine bacteria distribution and quarterly disinfection by products samples.
- ✓ Distribution monitoring samples were absent of bacteriological contamination indicating adequate disinfection.

### Treated Water Production vs. Time



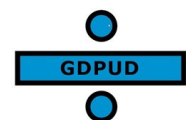
### Gross Water Use vs. Time



**Notes:**

GPCD – Gallons per Capita per Day

MG – millions gallons



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

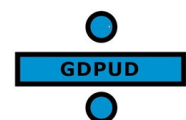
Informational Item  
August 8, 2023

### Summary of Field Work Activities

Activity	Department	Events	Labor Hours	Total Cost
Water Main/Lateral Break Repair	5400	13	100.5	\$10,768
Underground Service Alert Response	5400	152	152	\$7,658
Add to System	5400	10	6.5	\$371
Filter Backwash	5300	42	53	\$3,182
Adjustment	All	8	8.8	\$452
Lock Off/Unlock	5400	5	3.5	\$142
AMR Download	5400	16	16	\$827
Clean	All	17	96	\$5,860
Equipment Transport	All	1	6	\$374
Escrow Read	5400	11	10	\$537
Valve/Hydrant Exercise	5400	4	4	\$226
Flush	5400	18	20.4	\$1093
Improvement	All	5	6	\$323
Inspect	All	5	4.2	\$265
Install	All	4	40	\$2,214
Investigate	All	23	53.4	\$4,075
Kelsey Ditch Checks	5200	31	135	\$6,677
Main Ditch Checks	5200	30	120	\$5,780
Maintenance	All	37	61.3	\$4,794
Meter Read	5400	9	30.2	\$1,875
Meter Swap	5400	1	44	\$4,439
Operate	All	2	32	\$2,297
Pump Station Checks	5400	7	13	\$701
Repair	All	7	23	\$1,095
Replace	5400	8	119	\$14,336
Run Upper Ditch	5100	6	25	\$1,117
Treatment Plants Checks	5300	54	112.5	\$6,764
Up Country Canal Checks	5100	17	69.5	\$3,074
Vegetation Clearing	All	12	131	\$12,664
<b>Customer Requests</b>	All	73	-	\$10,028

**Notes:**

- 5100 – Source and Supply
- 5200 – Raw Water Conveyance
- 5300 – Treatment
- 5400 – Treated Water Distribution
- 5600 – Corporation Yard



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

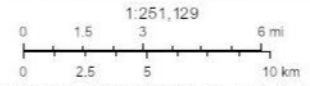
Informational Item  
August 8, 2023

### Ditch Maintenance Locations - July 2023

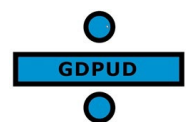


August 2, 2023

Custom Filter



Earthstar Geographics, California State Parks, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS,



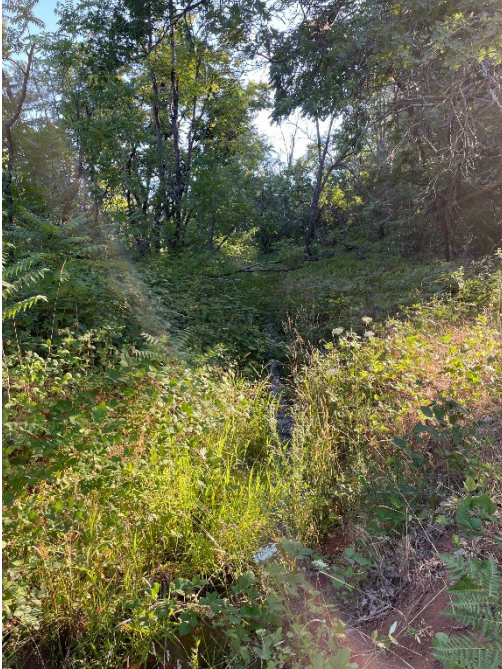
# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
August 8, 2023

### July Activities Photo Documentation



Vegetation Clearing Task – ~350 Feet | 22 Labor Hours | Trimmers, Brush Cutters



Vegetation Clearing Task – ~500 Feet | 26 Labor Hours | Trimmers, Brush Cutters

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
August 8, 2023



Ditch Cleaning – ~360 Feet | 16 Labor Hours | Mini-Excavator, Hand Tools

### Vegetation Clearing (Before/After) – Irrigation Season Growth Maintenance



4-Inch Meter Installation – 44 Labor Hours | Dump Truck, Vac Trailer, Excavator, Service Trucks, Hand Tools

### Water Meter Installation

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

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August 8, 2023



Main Line Break – 21 Labor Hours | Dump Truck, Vac Trailer, Excavator, Service Trucks, Hand Tools, Line Detector, Loader



Service Line Repair – 8 Labor Hours | Flat Bed, Vac Trailer, Service Trucks, Hand Tools, Loader

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

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August 8, 2023

### Capital Improvement Program – 2023/2024

#### Tunnel Inspection and Lining

- Planned

#### Infrastructure Replacement/HQ Building

- Planned

#### Distribution Tank Coating

- Planned

#### Vehicle Replacements

- In Progress
  - State Compliance

#### Master Meters

- In Progress
  - Ordered Placed

#### Pump Station Retrofit

- In Progress
  - Angel Camp Stater Replacement

#### Treated Water Line Replacement

- Planned

#### Pressure Regulating Valves

- Planned

#### Air Release Valves

- Planned

#### Water System Reliability Study

- Distribution Mains

### General Activities

#### Capital Improvement Projects

#### Final AMR Grant Funding Reporting

#### Hazardous Tree Removal – Upper Canal

#### USBR WaterSMART Grant

#### General Customer Service

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

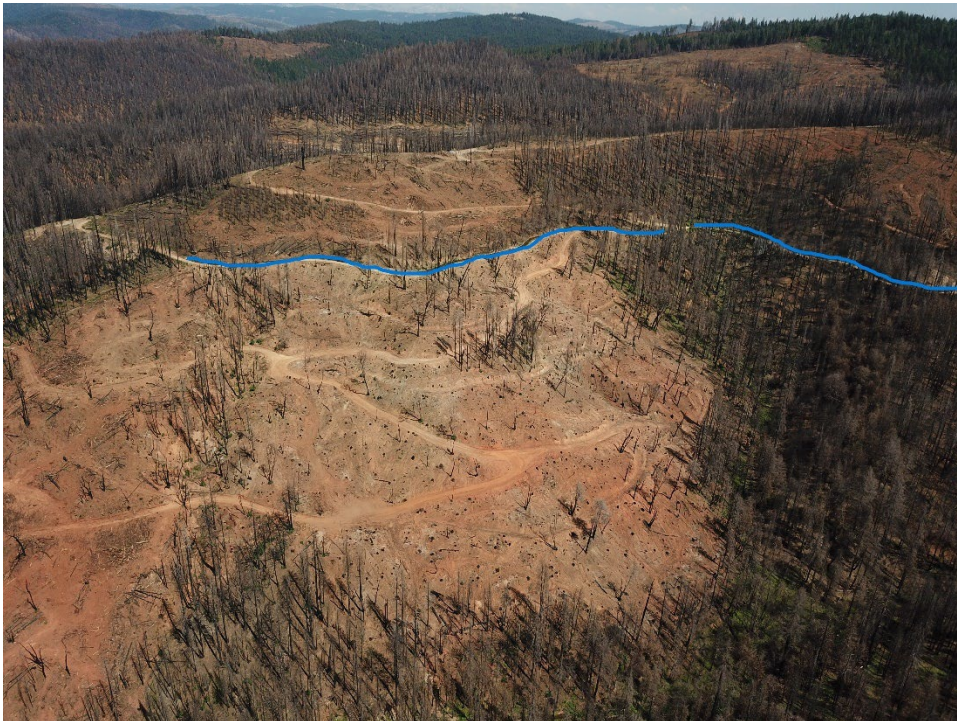
Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
August 8, 2023

### Mosquito Fire Erosion Control Planning



USFS Forest Service Operations – Structure #2



Sierra Pacific Industries Operations – Downstream Structure #2



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

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by Operations Manager: Adam Brown

Informational Item  
August 8, 2023



Sierra Pacific Industries Operations – Up Stream Structure #3



Sierra Pacific Industries Operations – Down Stream Structure #5

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Report for July 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
August 8, 2023



Siller Brothers Operations – Structure #6



Siller Brothers Operations – Structure #7

### Erosion Control Challenges and Mitigation Efforts

- Coordination with property owners (General Operations | Road Repair)
- Erosion Mitigation (Silt Fencing | Straw Wattles | Straw Bales)
- Road Mitigation (Grading | Gravel Placement)
- Winter Operations (Heavy Equipment)

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

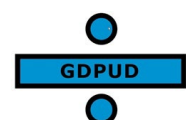
## Operations Report for July 2023

Presented to the GDPUD Board of Directors  
by Operations Manager: Adam Brown

Informational Item  
August 8, 2023

### Monthly Water Demand Assessment

Month	2021		2022		2023	
	Gross Water Use	Residential	Gross Water Use	Residential	Gross Water Use	Residential
<b>January</b>	119	107	121	72	118	49
<b>February</b>	113	98	114	80	96	54
<b>March</b>	112	119	133	109	111	49
<b>April</b>	159	123	130	113	117	80
<b>May</b>	211	186	168	133	153	142
<b>June</b>	253	192	193	161	197	147
<b>July</b>	276	233	235	193	245	188
<b>August</b>	257	215	234	192		
<b>September</b>	222	155	207	172		
<b>October</b>	161	150	174	141		
<b>November</b>	126	83	111	86		
<b>December</b>	122	60	105	83		



CIP Project (Water)	FY 23/24	FY 23/24 REVISED	Comments
<b>Priority 1</b>			
Tunnel Inspection and Lining	\$ 65,000	\$ 65,000	
Infrastructure Replacement/HQ Building	\$ 200,000	\$ 200,000	
Distribution Tank Coating	\$ 275,000	\$ 275,000	
Paving	\$ 75,000	\$ 50,000	Cost reduced
Vehicle Replacements	\$ 250,000	\$ 175,000	Cost reduced to limited availability of large dump truck
Mosquito Fire Mitigation <sup>1</sup>			
Road Bank Repair		\$ 15,000	Reinforce narrow section of canal access road
Erosion Mitigation		\$ 15,500	Work with land owners to create cutbanks above canal and place straw bales to catch silt
Levee Road		\$ 161,000	Graded and gravel access road and levee road system
Pipe Mitigation		\$ 36,500	Approximately 300 feet of canal
Master Meters	\$ 80,000		This was paid in 22/23
<b>Priority 2</b>			
Pump Station Retrofit	\$ 12,000	\$ 12,000	
Repair Safety Walkways	\$ 35,000	\$ 2,500	Cost Reduced due to limited staff resources
Treated Water line Replacement	\$ 65,000	\$ 65,000	
Pressure Regulating Valves	\$ 50,000	\$ 20,000	Reduced to meet District needs
<b>Priority 3</b>			
Annual Canal Lining/ Canal Improvements		\$ 8,000	Mitigate high leak areas along the main canal impacted property owners
Replace Air Release Valves	\$ 10,000	\$ 2,500	Reduced to meet District needs
Solar on Walton and Sweetwater			
SCADA Upgrades			
<b>Total</b>	<b>\$ 1,117,000</b>	<b>\$ 1,103,000</b>	
<b>CIP Project (ZONE)</b>			
Lift Station Upgrade (CDS Reserve)	\$ 150,000	\$ 150,000	
Solar at Lift Station 16	\$ 50,000	\$ 50,000	
Installation of a Water Line to CDS Field	\$ 10,000	\$ 10,000	
Wastewater Treatment Plant			
<b>Total</b>	<b>\$ 210,000</b>	<b>\$ 210,000</b>	
<b>Potential Grant Funded Capital Projects</b>			
Annual Canal Lining/Canal Improvements	\$ 120,000	\$ 120,000	
GRANT - USBR (AWARDED)	\$ (40,000)	\$ (40,000)	
Dredging of Holding Reservoirs and Erosion	\$ 285,000	\$ 285,000	
GRANT - FEMA Emergency Funds (AWARDED)	\$ (285,000)	\$ (285,000)	
AMI Meter Infrastructure	\$ 125,000	\$ 50,000	
GRANT - California State Appropriation	\$ (125,000)	\$ (50,000)	
Infrastructure Generators	\$ 100,000	\$ 200,000	Adjusted to meet funding and priority needs of the District
GRANT - California State Appropriation	\$ (100,000)	\$ (200,000)	
Canal Pipeline Improvements	\$ 1,333,333	\$ 1,333,333	
GRANT - CalOES HMPG	\$ (1,000,000)	\$ (1,000,000)	
Skid Steer w/Mascator	\$ 162,500	\$ 162,500	
GRANT - CalFire	\$ (162,500)	\$ (162,500)	
Excavator w/Mascator	\$ 162,500	\$ 162,500	
GRANT - CalFire	\$ (162,500)	\$ (162,500)	
Sweetwater Water Treatment 2MG Water Tank	\$ -	\$ -	
GRANT - Federal Appropriation	\$ -	\$ -	
Water Wheel for Ditch	\$ 50,000		
GRANT - Greenhouse Gas	\$ (50,000)		Removed
Develop Alternative Water Sources	\$ 85,000	\$ 85,000	
<b>Grant Total</b>	<b>\$ (1,925,000)</b>	<b>\$ (1,900,000)</b>	
<b>Total</b>	<b>\$ 418,333</b>	<b>\$ 418,333</b>	
<b>Total For All Projects (2023-2024)</b>	<b>\$ 1,745,333</b>	<b>\$ 1,731,333</b>	

Notes:

<sup>1</sup> - Cost included in Mosquito Fire Litigation

**RESOLUTION NO. 2023-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**APPROVING THE 5-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS  
2023/2024 to 2027/2028**

**WHEREAS**, the General Manager has submitted the Capital Improvement Plan for Fiscal Year 2023/2024 to Fiscal Year 2027/2028 (CIP) to the GDPUD Finance Committee and Board of Directors; and

**WHEREAS**, the CIP was prepared in accordance with the Board of Director's goals, and budget assumptions, and policies; and

**WHEREAS**, the CIP is consistent with the Fiscal Year 2023/2024 budget; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** the Capital Improvement Plan for Fiscal Years 2023/2024 to 2027/2028 is approved:

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the tenth day of October 2023, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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Mitch MacDonald, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Nicholas Schneider, 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 2023-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 tenth day of October 2023.

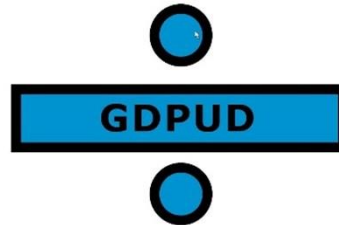
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Nicholas Schneider, Clerk, and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS**

**Board Meeting of October 10, 2023**

**Agenda Item No. 9. A.**



**AGENDA SECTION: PUBLIC HEARING**

**SUBJECT: Adoption of Ordinance 2023-04 Establishing Rules and Regulations for Irrigation Service**

**PREPARED BY:** Elizabeth Olson, Executive Assistant

**Approved By:** Nicholas Schneider, General Manager

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**BACKGROUND**

The Georgetown Divide Public Utility District (District) provides irrigation service to customers under rules and regulations adopted by Ordinance 2005-01 (**Attachment 1**). During the Board meeting on February 13, 2018, the Board expressed their desire to review and update the irrigation ordinance and directed the General Manager to bring back a plan for a process that would provide for customer input and staff analysis.

At the Board meeting on March 13, 2018, the Board approved the General Manager's recommendation that Staff conduct a series of public workshops to gather input from the community, analyze their suggestions, and make recommendations to the Board on potential updates and changes to the Ordinance. On August 14, 2018, the Board approved the Staff's Irrigation Ordinance Update Plan which included two public workshops. The first workshop was held on September 20, 2018. Participants in the public process were offered three opportunities to provide input: (1) online survey; (2) public comments during the workshop; (3) written comments submitted during Workshop #1 and to the District office. The Second workshop was held on October 10, 2018.

An Irrigation Advisory Committee was established to advise the Board on matters related to irrigation service in February 2022 and during the February 8<sup>th</sup>, 2022 Board meeting members were appointed to the committee. The Committee then began to update and continue work on the Ordinance.

**DISCUSSION**

In February of 2022, the Irrigation Committee was appointed members and began work to amend and update Ordinance 2005-01 Establishing Rules and Regulations for Irrigation Service using the public input previously submitted at the aforementioned workshops. The Committee weighed issues and concerns and developed the amended Irrigation Ordinance. During the September 19<sup>th</sup>, 2023 meeting the Committee voted to recommend the Ordinance with their amendments to the Board of Directors for adoption. **Attachment one** contains the original Ordinance 2005-01 which outlines the amendments and edits from the Irrigation Committee. **Attachment two** contains the updated Committee-approved Ordinance 2023-04 Establishing Rules and Regulations for Irrigation Service.

**FISCAL IMPACT**

This action has no fiscal impact.

**CEQA ASSESSMENT**

Not a CEQA Project

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) conduct the public hearing.

**ATTACHMENTS**

1. Ordinance 2005-01 Establishing Rules and Regulations for Irrigation Service with changes indicated (redlined).
2. Ordinance 2023-04 Establishing Rules and Regulations for Irrigation Service



## ORDINANCE 2005-01

### AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR IRRIGATION SERVICE IN THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

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

The rules and regulations for irrigation service within the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District") are adopted by the Board of Directors of said District as hereinafter set forth.

#### SECTION 1. Definitions:

- a) Acres Managed: Area served by irrigation service.
- b) Acres Irrigated: Area served that directly receives or utilizes irrigation supply.
- c) Alternate Boxes: Irrigation service connection point that does not allow for measuring of water supplied.
- d) Backflow Assembly: Testable device that does not allow reverse flow used to protect potable water supplies from contamination or pollution due to backflow.
- e) Ditch Tenders: District staff tasked to operating and maintaining the District's raw water conveyance system.
- e)f) Unadjudicated Prescriptive Easement (Referred throughout as Easement): Defined as a continuous ~~25-foot~~25-foot area centered along the centerline of raw water conveyance system
- f)g) Ingress/Egress: Legal term referring to entering, leaving and returning to a property.
- g)h) Irrigation Service Account: A contract with the District that is processed by District staff and approved by the Board of Directors in association with the required annual application. ~~Account established by annual application, processed by District staff and approved by Board of Directors.~~
- h)i) Irrigation Water: Non-potable seasonal water service supplied by the District.

~~h~~) Livestock: Domesticated animals raised in an agricultural setting to provide labor and produce diversified products for consumption.

~~j~~) Out-of-District: Parcel not with the District service area.

~~k~~) Right of Entry: The right of District Ditch Tender to Ingress/Egress onto a real property without committing trespass to operate and maintain the District's raw water conveyance system.

~~h~~) Turbulent Water: Chaotic changes in pressure and flow velocity.

## SECTION 2. General Conditions:

- a) Control of System: District Works shall be under exclusive control and management of District personnel duly appointed by the Board of Directors.
- b) The District shall not be liable for interruption, shortage, or insufficiency of irrigation water supply, or for any loss or damage occasioned thereby. This would include loss of plant material or other loss related to a lack of water.
- c) The District shall not be liable for damage to person or property resulting directly or indirectly from privately owned conduits, meters or measuring devices.
- d) Irrigation water is used at the customer's own risk and the customer agrees to hold the District, its officers, and employees free and harmless from liability and damages that may occur as the result of defective water quality, shortages, fluctuation in flow or pressure, interruptions in service or for failure to deliver water.
- e) Pumping of water by the customer is done at the customer's risk. The District assumes no liability for damage to pumping equipment or other damages as a result of turbulent water, shortages, excess of water or other causes.
- f) No purchaser of water from the District acquires a proprietary or vested right by reason of use. No purchaser acquires a right to resell water or to use for a purpose other than that for which it was applied nor to use it on premises other than indicated on the application. The terms, conditions, priorities, and allocation of irrigation service may be altered and amended by the Board of

Directors. The District does not guarantee irrigation service customers the right to future service.

- g) The District expressly asserts the right to recapture, reuse and resell all waters originating from any point within District Works.
- h) Ditch tenders and other agents of the District shall have access and right of entry to the easement and all lands irrigated from its water system and to all conduits for the purpose of inspection, examination, measurements, surveys, or other necessary purposes of the District with the right of installation, maintenance, control and regulation of all meters and other measuring devices, gates, turnouts, and other structures necessary or proper for the measurement and distribution of water. ~~This includes a 12.5 foot easement from the centerline of the canal to either side, to include a total of 25 feet.~~ No unauthorized people are allowed on district facilities on private property.
- i) No bridges, crossing, pipe, or other structures shall be placed in or over a canal without written permission of the District. Maintenance of the canal crossings shall not be the District's responsibility but shall rest with the owner of the crossing. Where the owner fails to maintain the crossing, the District may perform the necessary repairs or removal at the expense of the owner. Notice of the District's intent will be given, if possible, to the owner prior to the work commencing.
- j) No rubbish, garbage, refuse, chemicals, or animal matter from any source may be placed within the easement or allowed to be emptied into any ditch, canal, or reservoir of the District. This does not include the application of herbicides by the District that have been approved to be applied adjacent to drinking water conveyance systems. Any chemical treatments performed within the easement by property owners must be approved by District staff.
- k) District canals or reservoirs shall not be used for human or animal swimming or bathing. Greenwood Lake, Sweetwater Lake, and Walton Lake may be utilized as storm water capture reservoirs and thus would not be acceptable for swimming.
- l) Livestock or any domesticated animal shall not be permitted to contaminate the water supply nor destroy or damage the canal system or use thereof. Property owners are liable for any damage due to livestock or domesticated animals.

- m) No conveyance system shall cause a cross connection with the District's water system with any other source of water.
- n) Any irrigation customer that is connected to the District's potable water system, a backflow assembly is required to be installed and certified annually by an American Water Work Association (AWWA) backflow prevention assembly tester.
- o) No buildings, corrals or other structures, fences, trees, lines or bushes shall be permitted upon rights-of-way or use thereof be made in any way except by written authority of the District. Construction of fences and/or gates is not permitted without written approval of the specifications by the General Manager.
- p) All District improvements to the canal shall follow Federal, State and local regulations.
- q) Violation of Rules and Regulations: Failure to comply with rules and regulations of the District shall be sufficient cause for terminating irrigation service as determined by the Board of Directors.
- r) Any person dissatisfied with any determination of the District management shall have the right to appeal to the Board of Directors.
- s) Amendments: The Board of Directors of the District may at their discretion alter, amend, or add to these rules and regulations. The Board of Directors will follow applicable laws during this process.

SECTION 3. Application for an Irrigation Service Account:

- a) No irrigation service will be rendered until a complete application for an Irrigation Service Account has been approved and is on file at the office of the District. Applications will be accepted between January 1st and March 1st for the impending irrigation season. The application for service shall state that the customer agrees to abide by the terms and conditions for service as established in the Irrigation Ordinance.
- b) Applications will be approved where the District Works have sufficient capacity to meet service requested. Applications will be considered for approval utilizing the following priority system:

Priority 1. Applications for Irrigation Service to parcels that received irrigation service during the immediate past irrigation season.

Priority 2. Applications for Irrigation Service to parcels with the most recent active Irrigation Service Account during the previous ~~five~~ <sup>(10)</sup> irrigation seasons determined by earliest consecutive season which applied.

Priority 3. New applications for irrigation service to parcels that have been made after the 2003 irrigation season with priority established by the earliest consecutive seasons which applied.

c) Competing applications within the same priority level, will be determined by public lottery.

~~(f) All Irrigation Service Accounts must have an the earliest season applied for.~~

~~e)~~ d) Applications and priority are specific to the section of ditch the parcel is located near.

~~e)~~ e) Delinquent accounts will be deferred to Priority 3 for upcoming irrigation season

~~e)~~ f) Applications for an increase to service will receive Priority 3 status for the requested increase.

~~f)~~ g) Applications must in all cases be signed by the holder of title to the property requesting irrigation service. If the property requesting irrigation service is leased, two months of charges must be paid in advance. The landowner of leased property shall be responsible for all charges or assessments.

~~g)~~ h) Applications for an Irrigation Service Account to benefit a parcel of land that is not adjacent to the District Works must be accompanied by a legally recorded easement that allows the conveyance of water to the parcel requesting irrigation service. The easement shall grant the District the right of ingress and egress for inspection, installation and maintenance purposes.

~~h)~~ i) New applications for Out-of-District Irrigation Service Accounts will not be approved by the Board of Directors. An existing Out-of-District Irrigation Service Account that is inactive

for two or more years will be deleted from the District's accounts and the service will be permanently removed.

SECTION 4. Distribution of Water:

- a) Historically Tthe irrigation season has been considered shall generally be from May 1 through September 30~~October~~ of each year. This constitutes a five month time period in which irrigation water is delivered. However, Tthe Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by a majority vote. This can include extending, shortening or adjusting the irrigation season for any reason. District must respond and comply with any state mandates that arise in regard to water use efficiency.
- b) The District does not guarantee irrigation water under pressure from the District Works. Pressure requirements of the customer are the sole responsibility of the customer, and the District shall not be liable for any damage to equipment used to provide pressure to the customer.
- c) Water is distributed under continuous flow. Water shall be used continuously during all days and nights including holidays and Sundays and no allowances shall be made for failure to use water when it is made available. Failure to use water on schedule shall not entitle the customer to any rebate. The District will make all reasonable attempts to notify customers of any outages for both emergency and non-emergency purposes.
- d) Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire irrigation season regardless of their interest or ability to use water.
- e) When interruptions to irrigation service due to failure of the District Works extend beyond three (3) consecutive business ~~five (5)~~ days, proportionate adjustments for such water loss will be made; (1) Customer notification is received and verified by the District or (2) Interruptions known by District staff.
- f) Irrigation customers shall pay a proportionate amount for irrigation service when the irrigation season is extended or shortened by the Board of Directors.
- g) Unauthorized connections or the taking of water in an amount greater than applied and paid for, by any means, is a misdemeanor under California Penal Code Section 498 and shall

be subject to criminal prosecution under Section 498 and any other applicable laws. In addition, the District may bring a civil action for damages and may refuse future service to the parcel.

- h) Irrigation customers shall prevent any unnecessary or wasteful use of water. Should a customer permit wasteful use of water, the District may discontinue service if such condition is not corrected within five (5) days after giving the parcel owner written notice of intention to terminate service.
- i) No more than one parcel shall be served through each Irrigation Service Account. However, consent will be given with the prior written approval of the Board of Directors to allow for multiple properties to utilize one diversion point. Any such approval shall be recorded against each parcel with the caveat that the agreement expires upon any change of ownership. Each Irrigation Service Account shall have independent service lines and sumps. Any legal issues that arise between authorized parties as a result of these agreements will be the sole responsibility of the irrigation account holder.
- j) The minimum irrigation service for each Irrigation Service Account shall be one miner's inch, from the open ditch system, and one-half miner's inch from the irrigation pipeline system. ~~In the future, the District may consider reducing the minimum irrigation service to one-half miner's inch from the open ditch system and one-quarter miner's inch from the irrigation pipeline system.~~
- k) All pumped services shall utilize a sump provided by the customer and acceptable to the District.
- l) All Irrigation Service Accounts must have an appropriate measuring device which shall be installed by the District. The customer shall pay the cost thereof including the costs of installation. The District shall approve the location of the measuring device.
- m) Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.
- n) Replacement of measuring devices shall be at the expense of the customer if the replacement is necessary due to tampering or abuse.
- o) Alternate Boxes -The Board of Directors shall not approve any new applications for Alternate Boxes.

- p) Unusual costs incurred by the District to provide irrigation service shall be paid in full by the applicant or customer. An estimate of the expense shall be approved by the property owner prior to work commencing.

SECTION 5. Charges, Rates and Billings:

- a) The District will maintain a uniform rate schedule which may be changed from time to time upon action of the Board of Directors. The rate schedule, by reference, is attached hereto and made a part of these rules and regulations.
- b) Irrigation billings are made bi-monthly (every two months) in advance.
- c) All penalties shall be charged as outlined on the billings
- d) Disconnected irrigation service accounts shall pay a fee to re-establish service
- e) Irrigation service accounts requesting verification of flow will pay a fee if the delivered flow is within 10% of the contracted amount.
- f) The District will actively market available water and develop a waitlist to grow Irrigation Service Accounts. Current contractual customers will be given priority over new and waitlisted customers.

SECTION 6. ADDITIONAL IRRIGATION SERVICE SALES~~repeal~~

- a) The District reserves the right to pursue additional revenue through additional irrigation water sales. This can be done through an extended delivery ~~increased-time frames~~ or by other means. These sales may be limited in availability, service areas, and duration.

SECTION 7. REPEAL

- (a) Upon the effective date of this Ordinance 2005-\_\_ all previously adopted Ordinances pertinent to the Rules and Regulations for Irrigation Service will be ~~supereeded~~ superseded and repealed, including, but not limited to, Ordinance 79-2, 79-8, 87-1, and 04-01.



PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT this tenth day of May, 2005.

AYES: Bob Diekon, Norman Krizl, Doug Pickell, JoAnn Shepherd and Hy Vitcov

NOES: None

ABSENT: None

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, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

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~~Henry N. White~~, Clerk, and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

\*\*\*\*\*

I hereby certify that the foregoing is a full, true, and correct copy of Ordinance 2005-01 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, at a meeting duly held on the tenth day of May, 2005.

---

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

| ~~Attachment:~~  
~~Appendix of Definations.~~

## ORDINANCE 2023-XX

### AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR IRRIGATION SERVICE IN THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

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

#### SECTION 1. Definitions:

- a) Acres Managed: Area served by irrigation service.
- b) Acres Irrigated: Area served that directly receives or utilizes irrigation supply.
- c) Alternate Boxes: Irrigation service connection point that does not allow for measuring of water supplied.
- d) Backflow Assembly: Testable device that does not allow reverse flow used to protect potable water supplies from contamination or pollution due to backflow.
- e) Ditch Tenders: District staff tasked to operating and maintaining the District's raw water conveyance system.
- f) Easement: A continuous 12.5 feet easement on either side of the centerline of a District canal or District raw water conveyance system, to include a total of 25 feet.
- g) Ingress/Egress: Legal term referring to entering, leaving and returning to a property.
- h) Irrigation Service Account: A contract with the District that is processed by District staff and approved by the Board of Directors in association with the required annual application.
- i) Irrigation Water: Non-potable seasonal water service supplied by the District.
- j) Livestock: Domesticated animals raised in an agricultural setting to provide labor and produce diversified products for consumption.
- k) Out-of-District: Parcel not with the District service area.
- l) Right of Entry: The right of District Ditch Tender to Ingress/Egress onto a real property without committing

trespass to operate and maintain the District's raw water conveyance system.

m) Turbulent Water: Chaotic changes in pressure and flow velocity.

## SECTION 2. General Conditions:

- a) Control of System: District Works shall be under exclusive control and management of District personnel duly appointed by the Board of Directors.
- b) The District shall not be liable for interruption, shortage, or insufficiency of irrigation water supply, or for any loss or damage occasioned thereby. This would include loss of plant material or other loss related to a lack of water.
- c) The District shall not be liable for damage to person or property resulting directly or indirectly from privately owned conduits, meters or measuring devices.
- d) Irrigation water is used at the customer's own risk and the customer agrees to hold the District, its officers, and employees free and harmless from liability and damages that may occur as the result of defective water quality, shortages, fluctuation in flow or pressure, interruptions in service or for failure to deliver water.
- e) Pumping of water by the customer is done at the customer's risk. The District assumes no liability for damage to pumping equipment or other damages as a result of turbulent water, shortages, excess of water or other causes.
- f) No purchaser of water from the District acquires a proprietary or vested right by reason of use. No purchaser acquires a right to resell water or to use for a purpose other than that for which it was applied nor to use it on premises other than indicated on the application. The terms, conditions, priorities, and allocation of irrigation service may be altered and amended by the Board of Directors. The District does not guarantee irrigation service customers the right to future service.
- g) The District expressly asserts the right to recapture, reuse and resell all waters originating from any point within District Works.
- h) District staff and other agents of the District shall have access and right of entry to the Easement and all lands irrigated from its water system and to all conduits for the purpose of inspection,

examination, measurements, surveys, or other necessary purposes of the District with the right of installation, maintenance, control and regulation of all meters and other measuring devices, gates, turnouts, and other structures necessary or proper for the measurement and distribution of water. No unauthorized people are allowed on district facilities on private property.

- i) No bridges, crossing, pipe, or other structures shall be placed in or over a canal without written permission of the District. Maintenance of the canal crossings shall not be the District's responsibility but shall rest with the owner of the crossing. Where the owner fails to maintain the crossing, the District may perform the necessary repairs or removal at the expense of the owner. Notice of the District's intent will be given, if possible, to the owner prior to the work commencing.
- j) No rubbish, garbage, refuse, chemicals, or animal matter from any source may be placed within the Easement or allowed to be emptied into any ditch, canal, or reservoir of the District. This does not include the application of herbicides by the District that have been approved to be applied adjacent to drinking water conveyance systems. Any chemical treatments performed within the Easement by property owners must be approved by District staff.
- k) District canals or reservoirs shall not be used for human or animal swimming or bathing. Greenwood Lake, Sweetwater Lake, and Walton Lake may be utilized as storm water capture reservoirs and thus would not be acceptable for swimming.
- l) Livestock or any domesticated animal shall not be permitted to contaminate the water supply nor destroy or damage the canal system or use thereof. Property owners are liable for any damage due to any livestock or domesticated animals.
- m) No conveyance system shall cause a cross connection with the District's water system with any other source of water.
- n) Any irrigation customer that is connected to the District's potable water system, a backflow assembly is required to be installed and certified annually by an American Water Work Association (AWWA) backflow prevention assembly tester.
- o) No buildings, corrals or other structures, fences, trees, lines or bushes shall be permitted upon rights-of-way or use thereof be made in any way except by written authority of the District.

Construction of fences and/or gates is not permitted without written approval of the specifications by the General Manager.

- p) All District repairs, maintenance, and improvements to the canal shall follow Federal, State and local regulations.
- q) Violation of Rules and Regulations: Failure to comply with rules and regulations of the District shall be sufficient cause for terminating irrigation service as determined by the Board of Directors.
- r) Any person dissatisfied with any determination of the District management shall have the right to appeal to the Board of Directors.
- s) Amendments: The Board of Directors of the District may at their discretion alter, amend, or add to these rules and regulations. The Board of Directors will follow applicable laws during this process.

### SECTION 3. Application for an Irrigation Service Account:

- a) No irrigation service will be rendered until a complete application for an Irrigation Service Account has been approved and is on file at the office of the District. Applications will be accepted between January 1st and March 1st for the impending irrigation season. The application for service shall state that the customer agrees to abide by the terms and conditions for service as established in the Irrigation Ordinance.
- b) Applications will be approved where the District Works have sufficient capacity to meet service requested. Applications will be considered for approval utilizing the following priority system:
  - Priority 1. Applications for Irrigation Service to any parcels that received irrigation service during the immediate past irrigation season, irrespective of whether or not there is an increased or decreased request for water
  - Priority 2. Applications for Irrigation Service to parcels with the most recent active Irrigation Service Account during any of the previous five (5) irrigation seasons, with further prioritization based on recent active Irrigation Service.
  - Priority 3. All other applications for Irrigation Service.

- c) Competing applications within the same priority level, will be determined by public lottery.
- d) Applications and priority are specific to the section of ditch the parcel is located near.
- e) Notwithstanding the above priority schedule, delinquent accounts will be deferred to Priority 3 for upcoming irrigation season.
- f) Applications for an increase to service will receive Priority 3 status for the requested increase.
- g) Applications must in all cases be signed by the holder of title to the property requesting irrigation service. If the property requesting irrigation service is leased, two months of charges must be paid in advance. The landowner of leased property shall be responsible for all charges or assessments.
- h) Applications for an Irrigation Service Account to benefit a parcel of land that is not adjacent to the District Works must be accompanied by a legally recorded easement that allows the conveyance of water to the parcel requesting irrigation service. The easement shall grant the District the right of ingress and egress for inspection, installation and maintenance purposes.
- i) New applications for Out-of-District Irrigation Service Accounts will not be approved by the Board of Directors. An existing Out-of-District Irrigation Service Account that is inactive for two or more years will be deleted from the District's accounts and the service will be permanently removed.

#### SECTION 4. Distribution of Water:

- a) Historically the irrigation season has been considered from May 1 through September 30 of each year. This constitutes a five-month time period in which irrigation water is delivered. However, the Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by a majority vote. This can include extending, shortening or adjusting the irrigation season for any reason. District must respond and comply with any state mandates that arise in regard to water use efficiency.
- b) The District does not guarantee irrigation water under pressure from the District Works. Pressure requirements of the customer are the sole responsibility of the customer, and the District shall

not be liable for any damage to equipment used to provide pressure to the customer.

- c) Water is distributed under continuous flow. Water shall be used continuously during all days and nights including holidays and Sundays and no allowances shall be made for failure to use water when it is made available. Failure to use water on schedule shall not entitle the customer to any rebate. Additionally, any service that does not comply with the continuous flow required could be penalized by the District up to, and including, termination of service. The District will make all reasonable attempts to notify customers of any outages for both emergency and non-emergency purposes.
- d) Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire irrigation season regardless of their interest or ability to use water.
- e) When interruptions to irrigation service due to failure of the District infrastructure extend beyond three (3) consecutive business days, proportionate adjustments for such water loss will only be made if (a) Customer notification to District is actually received and verified by the District; or (b) District staff had actual knowledge of interruptions to Irrigation Service.
- f) Irrigation customers shall pay a proportionate amount for irrigation service when the irrigation season is extended or shortened by the Board of Directors.
- g) Unauthorized connections or the taking of water in an amount greater than applied and paid for, by any means, is a misdemeanor under California Penal Code Section 498 and shall be subject to criminal prosecution under Section 498 and any other applicable laws. In addition, the District may bring a civil action for damages and may refuse future service to the parcel.
- h) Irrigation customers shall prevent any unnecessary or wasteful use of water. Should a customer permit wasteful use of water, the District may discontinue service if such condition is not corrected within five (5) days after giving the parcel owner written notice of intention to terminate service.
- i) No more than one parcel shall be served through each Irrigation Service Account. However, consent will be given with the prior written approval of the Board of Directors to allow for multiple properties to utilize one diversion point. Any such approval shall be recorded against each parcel with the caveat that the



agreement expires upon any change of ownership. Each Irrigation Service Account shall have independent service lines and sumps. Any legal issues that arise between authorized parties as a result of these agreements will be the sole responsibility of the irrigation account holder.

- j) The minimum irrigation service for each Irrigation Service Account shall be one miner's inch, from the open ditch system, and one-half miner's inch from the irrigation pipeline system.
- k) All pumped services shall utilize a sump provided by the customer and acceptable to the District.
- l) All Irrigation Service Accounts must have an appropriate measuring device which shall be installed by the District. The customer shall pay the cost thereof including the cost of installation. The District shall approve the location of the measuring device.
- m) Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.
- n) Replacement of measuring devices shall be at the expense of the customer if the replacement is necessary due to tampering or abuse.
- o) Alternate Boxes -The Board of Directors shall not approve any new applications for Alternate Boxes.
- p) Unusual costs incurred by the District to provide irrigation service shall be paid in full by the applicant or customer. An estimate of the expense shall be approved by the property owner prior to work commencing.

#### SECTION 5. Charges, Rates and Billings:

- a) The District will maintain a uniform rate schedule which may be changed from time to time upon action of the Board of Directors. The rate schedule, by reference, is attached hereto and made a part of these rules and regulations.
- b) Irrigation billings are made bi-monthly (every two months) in advance.
- c) All penalties shall be charged as outlined on the billings.
- d) Disconnected irrigation service accounts shall pay a fee to re-establish service.

- e) Irrigation service accounts requesting verification of flow will pay a fee if the delivered flow is within 10% of the contracted amount.
- f) The District will actively market available water and develop a waitlist to grow Irrigation Service Accounts.

SECTION 6. Additional Irrigation Service Sales

- a) The District reserves the right to pursue additional revenue through additional irrigation water sales. This can be done through an extended delivery time frame or by other means. These sales may be limited in availability, service areas, and duration.

SECTION 7. Repeal

(a) Upon the effective date of this Ordinance 2023-\_\_ all previously adopted Ordinances pertinent to the Rules and Regulations for Irrigation Service will be superseded and repealed, including, but not limited to, Ordinance 79-2, 79-8, 87-1, 04-01, and 2005-01.

SECTION 8. Effective Date

(a) That this Ordinance shall become effective thirty (30) days after is adoption and shall be posted and published as required by law.

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NOES:           None

ABSENT:       None

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, President

Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

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

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I hereby certify that the foregoing is a full, true, and correct copy of Ordinance 2023-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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, Clerk and ex officio Secretary of the  
Georgetown Divide Public Utility District