

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF NOVEMBER 15, 2022  
AGENDA ITEM NO. 9.I.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ZANJERO INC. AS A CONTRACT GRANT WRITER**

**PREPARED BY:** Alexis Elliott, Water Resources Manager

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

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**BACKGROUND**

On May 10, 2022, the Board of Directors authorized the General Manager to release a Request for Proposals (RFP) for Grant Writer Services. The RFP was opened on May 12, 2022, and advertised on the eBidboard, and closed on July 14, 2022. The District had received only one RFP during that time. Due to only one submission being received the Board of Directors requested that staff repost this RFP to obtain additional submittals. The advertisement for an RFP of Grant Writing Service was then re-posted on August 10, 2022 and closed on October 19, 2022.

**DISCUSSION**

The District received a total of 5 additional proposals during the advertisement period from August 2022 to October 2022. Multiple staff members used a grading matrix to score the complete proposals submitted based on the qualifications, work scope, similar experience, understanding, and project schedule of the RFPs submitted. Upon evaluation, there was a unanimous decision among staff members to move forward with the selection of Zanjero Inc as the primary on-call grant writer.

Additionally, staff would like to maintain a relationship with the firm GEI Consultants, Inc., which also submitted a proposal for this work to utilize as a backup grant writing consultant. The need for a backup is if Zanjero is unable to fulfill the grant writing services for any reason, it is important to have additional options in order to submit time-sensitive grant applications. An issue like this could arise due to the timing of grant application due dates or having multiple grants being administered at one time.

**FISCAL IMPACT**

The grant writer would be an on-call contractor used on an as-needed basis. The cost of this service, based on the fee schedule, would be covered in the application budget for the specific grant being pursued. It is not necessary to budget for this service separately. As grant opportunities for the District arise, Staff will ensure that the Board of Directors is made aware of when an application will be submitted. This process will include consulting with the Ad-Hoc Grant Committee. The cost to pursue a grant will vary based on the nature of the project and the specific grantor.

**CEQA ASSESSMENT**

This is not a CEQA project, however, due to grants often needing an assessment for environmental concerns all applicable steps will be taken to ensure the environmental viability of these projects.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors adopt Resolution 2022-XX authorizing the General Manager to execute a Professional Service Agreement with Zanjero Inc. for Grant Writer Services for an amount not to exceed \$100,000.

**ALTERNATIVES**

(a) Request substantive changes to the Professional Service Agreement; (b) Reject the Professional Service Agreement.

**ATTACHMENTS**

1. Proposal - Zanjero
2. Professional Service Agreement
3. Resolution 2022-XX



965 University Avenue, Suite 222  
Sacramento, California 95825  
(916) 669-9357

October 18, 2022

Mr. Nick Schneider, General Manager  
Georgetown Divide Public Utility District  
6425 Main Street  
PO Box 4240  
Georgetown, CA 95634

Dear Mr. Schneider,

Zanjero is pleased to provide this rate schedule as an attachment to our proposal to the Georgetown Divide Public Utility District for Grant Writer Services.

Sincerely,

*Greg Young*

Greg Young, P.E.

Principal, Zanjero Inc.

[gyoung@ZanjeroAMS.com](mailto:gyoung@ZanjeroAMS.com)

(916) 669-9356

## Rate Schedule

Zanjero bills on a time and materials basis, using the hourly billing rates shown below. Budgets will be developed with the District General Manager prior to embarking on each requested task.

### Hourly Billing Rates and Job Classifications

Title	Rate, \$/hr
Principal	295
Strategic Advisor	295
Managing Planner/Engineer	250
Senior Planner/Engineer	220
Planner/Engineer	200
GIS/Analyst	150
Administrative	120

1. This schedule is effective from October 1, 2022 to September 30, 2023. Each subsequent 12-month period will increase each rate classification by 3%.
2. Mileage will be charged using the IRS mileage rate relevant at the time of the travel. All other direct expenses will be included at cost.
3. Rate for professional staff to support legal proceedings, or when professional staff is designated an expert witness, will be at a rate of one and one-half times the Hourly Rates specified above. This will include, among other things, research and preparation for written or verbal testimony, preparing testimony, participating in depositions, and participating in court or administrative hearing appearances.

# Michael Preszler, P.E.

## Principal



Mr. Preszler is a Partner at Zanjero serving as a Strategic Water Advisor with a long and proven track record on complex water resources projects. He brings over 30 years of experience managing, evaluating, and providing strategic advisory on water rights and water resources projects. He has directed and/or carried out legal and technical aspects of major water right projects including hydrology, preliminary design, project construction and operation cost, and watershed simulation modeling for many water projects. He has a deep appreciation and understanding of watershed management, water rights, watershed modeling, state and Federal legislation, and regulation concerning water rights and water quality.

### **Relevant Project Experience**

#### **Federal Watermaster (Special Master to the Court)**

Appointed by the U.S. District Court serving as the Santa Margarita River Watershed Watermaster to administer and enforce this Adjudicated Basin with many tasks including working directly with U.S. District Judge Hon. Jinsook Ohta, water production accounting, mediating water complaints, negotiation, preparation of Annual Reports, and providing written reports and oral testimony to the Court.

#### **Auburn-Folsom South Unit Summary Report**

Performed review of the United States Bureau of Reclamation's report *Auburn-Folsom South Unit Special Benefits and Cost Update*. Reviewed overall project costs and associated benefits of major proposed water infrastructure project. Project costs reviewed were associated with dams, relocation of related roads, utilities, and trails, and state recreation areas. Benefits were estimated up to \$250 million and costs were estimated up to \$10 billion.

#### **Federal Reserve Indian Water Rights**

Member of Legal Team and lead Technical Team in Court ordered settlement negotiations to quantify federal reserve Indian Rights for the Ramona and Cahuilla Bands of Indians. This includes identifying and quantifying thousands of overlying landowner rights, anticipating demand growth patterns, and development of a water transfer system. This is a long-term, technically, and politically challenging process including multiple parties including the U.S.A., State of California, Riverside County, Indian Tribes, local representation, and others.

#### **Analysis of Preliminary Water Supply Project Alternatives**

This multi-agency effort to explore potential to increase water supply. Utilizing public input, nine original project alternatives were identified from over 30 project alternatives. Alternatives were analyzed to evaluate technical feasibility, used cost-estimation techniques to evaluate construction and operation costs, available hydrology, water rights, and key environmental and recreational factors. The results of this study represent a comprehensive and contemporary array of potential water supply options available for the benefit multiple agencies.

#### **Evaluation of Water Supply and Socioeconomic Resources**

Quantified future socioeconomic impacts of a lacking water supply. Evaluation included, documenting existing socioeconomic resources, economic conditions, and population/demographic trends, evaluating existing and projected water supply/demand and future water needs, evaluating the impact of water supply shortages on future economic development, estimating the impact of future water shortages on job creation, earnings, evaluating project feasibility and cost, and identifying strategies to address water supply needs.

### **Active Registration**

Registered Engineer: CA  
#C55133, NE pending

### **Education**

B.S., Civil Engineering  
California State University, Chico

### **Expertise**

- *Water supply analysis*
- *Water rights*
- *Strategic planning*
- *Project costing*
- *Settlement negotiation and agreement*
- *Expert witness*
- *Preparation of environmental documents*
- *Regulatory compliance*
- *Water availability analysis*
- *Surface water project operational modeling*
- *Hydrogeneration operation and economics*
- *Water supply forecast procedures*
- *Watershed hydrology*

# James P. Crowley, P.E.

Principal



## **Professional Summary**

James Crowley has over 30 years of experience working in all aspects of water, wastewater, and power development projects. These projects include integrated water resource plans, climate adaptation strategies, capital improvement plans, financial analysis, hydropower analysis, energy market strategies, conservation program analysis, master plans, capacity evaluations, renovations, expansions, and operations support to assist utilities in developing and implementing capital improvement projects. Mr. Crowley also has a depth of experience in management consulting, assisting utilities in assessing, evaluating, developing, and implementing strategic efforts to optimize both annual operations and long-term capital costs to strengthen utility resiliency.

## **Representative Project Experience**

**Urban Water Management Plans (2005, 2010, 2015, 2020).** Placer County Water Agency, Montecito Water District, City of Thousand Oaks, Ventura County WWD #8-Simi Valley, San Bernardino CSD 64, City of Chino Hills, San Juan Water District, Sacramento Suburban Water District, City of Davis, City of Roseville, City of Merced, City of Antioch, City of Vallejo, City of Petaluma, Orange Vale Water Company, Calaveras County Water District, El Dorado Irrigation District, Georgetown Divide PUD, Elk Grove Water Service, Rio Linda/Elverta Community Water District, and South Tahoe PUD.

**Water Conservation Master Plan.** Cities of Roseville, Sacramento, and Folsom, San Juan Water District, Sacramento Suburban Water District, and Placer County Water Agency, California.

**Integrated Water Resources Plan and UWMP.** City of Petaluma, California.

**US Bureau of Reclamation Water Management Plan Update (2005, 2010).** San Juan Water District, Fair Oaks Water District, City of Folsom, Citrus Heights Water District, Orange Vale Water Company

**Customer Demand Analysis and Rate Setting Support.** Placer County Water Agency.

**Customer Demand and Conservation Program Analysis.** City of Folsom.

**Raw Water Master Plan Update Program Manager.** Nevada Irrigation District.

**Groundwater Basin Investigation.** City of Pasadena Water and Power.

**District Engineer.** Calaveras County Water District.

**Energy Strategy Support.** Confidential Clients.

**Conjunctive Use Water Supply and Infrastructure Strategy.** Rio Linda/Elverta Community Water District, California.

**Asset Management Program and CMMS.** Nevada Irrigation District

## **Active Registration**

Registered Engineer: CA  
#C52181

## **Education**

M.S., Environmental Engineering, San Jose State University

B.S., Civil Engineering, Santa Clara University

## **Expertise**

- *Project management and system controls*
- *CIP implementation and tracking*
- *Asset management systems*
- *Policy assessment and development*
- *Water demand forecasting*
- *Hydropower permitting and operations*
- *Grant writing and research*
- *Complex document drafting*

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this 15th day of November 2022, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Zanjero Inc. (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

**A.** District has determined that consultant services are required for grant writing to assist the District to maximize the benefits of grant funding (the “Project”).

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

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

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

### AGREEMENT

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

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

**3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed **One Hundred Thousand Dollars (\$100,000)**, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If

District disputes any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

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

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

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

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

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

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

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

**A. Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”).



Nothing herein shall be interpreted as prohibiting or limiting District's right to assign all or some of District's interests in the Documents.

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

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

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

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

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

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

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

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

**B. Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations

under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

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

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

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

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

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

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

**D. Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured

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

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

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

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

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

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

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

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

If to Consultant: Zanjero Inc.  
Attention: Greg Young  
965 University Ave, Suite 222  
Sacramento, CA 95825

## 20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

GEORGETOWN DIVIDE PUBLIC  
UTILITIES DISTRICT, a California Public  
Utilities District

By: \_\_\_\_\_  
Nicholas Schneider, General Manager

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

Approved as to Form:

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

**CONSULTANT:**

ZANJERO INC., Consultant

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

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

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

## **EXHIBIT A & B**

### **Services & Rates**

#### **Work Plan/Scope of Work**

As represented in our project understanding, Zanjero recognizes the District seeks opportunities for outside funding to help implement important water supply reliability and resiliency projects and programs. We appreciate and concur with the District's outlined scope of services. Because all of the identified tasks will be dynamic and continually evolving as projects are identified and prioritized and as varying funding opportunities present themselves over time, Zanjero believes the fundamental task will be consistent and on-going dialogue with the General Manager and the identified members of the ad-hoc committee(s). An abbreviated description for each identified primary scope item is discussed below. Specific tasks will be defined on an iterative basis over time as the funding opportunities and projects merit.

- **Funding Needs Analysis** – Initially, Zanjero will schedule a series of meetings and work sessions with the General Manager and the ad-hoc committee to identify and prioritize water supply reliability and resiliency projects. This initial effort should result in a matrix that will guide funding pursuits over the next few years, indicating key attributes including summaries of each project's objective, critical timelines, local cost-share potential, and fundamental project details. The matrix should also identify unique attributes of the District that may affect grant eligibility, such as its size, its type of water supply services, community economic attributes, and special circumstances that often associate with natural disasters, such as wildfires. After the initial list is developed, Zanjero will continue to work with the District to refine, add and remove projects and programs as appropriate. This should be a living document that proactively identifies projects and funding needs and guides the next few tasks.
- **Grant Funding Research** – With the prioritized matrix available, Zanjero can focus on researching and aligning available grants with the projects identified. Force fitting a project into a grant opportunity is not ideal, so Zanjero's focus will be on researching and identifying grants that match unique project objectives. Following initial identification of viable grant opportunities, Zanjero will meet with the District and discuss the options and considerations (e.g., likelihood of success, amount of local match, etc.) to determine whether the grant would be pursued.
- **On-Call Grant Research** – With Zanjero's experience and on-going work throughout California and in other water-stressed states, we are uniquely positioned to see grant opportunities that may not otherwise be noticed by the District or other locally-focused entities. Throughout the contract term, Zanjero would continue to proactively identify opportunities for the District, as well as investigate opportunities identified by the District. Tasks under this effort will be at the direction of the General Manager.
- **Grant Tracking, Reporting and Management** – Zanjero's role in capital program management, acting as District Engineer, and providing CIP implementation support for many water suppliers, and even Michael Preszler's roll as Federally-appointed Watermaster for groundwater basins in Southern California, all require succinct and accurate project tracking, management, and reporting. Grant-funded projects are no different. We will work closely with the District to undertake these important management and reporting functions. Furthermore, Zanjero has drafted many MOUs, contract terms, and other critical legally based tools that define participant roles and responsibilities. Where the District is engaging with other participants, these documents are paramount to assure clarity in responsibilities and liabilities. Gwyn-Mohr Tully's past experience as a practicing lawyer helps us draft fundamental terms and documents that can easily be reviewed and accepted by the District's legal counsel. While the primary

elements of tracking, management, and reporting are similar, the specifics of this task will need to be detailed for each successful grant.

- Grant Administration – This task is closely aligned to grant management and reporting activities described in the prior task. Zanjero will work the District as directed to prepare reports, be a liaison with grant entities to address needs, resolve any identified issues, and provide a necessary interface between the District and its funder.
- Monthly Reports – As part of Zanjero’s client management activities, reports detailing the prior month’s consulting activity will be provided to the District as part of monthly invoicing. This will include descriptions of daily activities, time charges by Zanjero staff, achievement of milestones, and representations of anticipated work. Zanjero strongly believes in an open, trusted dialogue with its clients and would be available for any discussions, questions or requested presentations to the District Board, ad-hoc committee, or others to assure our work is addressing the fundamental objectives of the District

[Rate Schedule](#)

Zanjero bills on a time and materials basis, using the hourly billing rates shown below. Budgets will be developed with the District General Manager prior to embarking on each requested task.

### Hourly Billing Rates and Job Classifications

Title	Rate, \$/hr
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GIS/Analyst	150
Administrative	120

1. This schedule is effective from October 1, 2022 to September 30, 2023. Each subsequent 12-month period will increase each rate classification by 3%.
2. Mileage will be charged using the IRS mileage rate relevant at the time of the travel. All other direct expenses will be included at cost.
3. Rate for professional staff to support legal proceedings, or when professional staff is designated an expert witness, will be at a rate of one and one-half times the Hourly Rates specified above. This will include, among other things, research and preparation for written or verbal testimony, preparing testimony, participating in depositions, and participating in court or administrative hearing appearances.



**RESOLUTION NO. 2022-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING THE GENERAL MANAGER TO EXECUTE A**  
**PROFESSIONAL SERVICES AGREEMENT FOR GRANT WRITER SERVICES**

**WHEREAS**, On May 10, 2022 the Board of Directors authorized the General Manager to release a Request for Proposals (RFP) for Grant Writer Services. The RFP was opened on May 12, 2022, and advertised on the Ebidboard, and closed on July 14<sup>th</sup>, 2022; and

**WHEREAS**, proposals were received from six companies including Zanjero Inc., Intuitive Group, TJD Consulting, BKF, Fecunditatis, GEI; and

**WHEREAS**, after staff evaluations and discussion with the Grant Writing Committee, it was determined Zanjero Inc., was best suited to meet the District's needs.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT** that the Board of Directors adopt Resolution 2022-XX authorizing the General Manager to execute a Professional Service Agreement with Zanjero Inc., for Grant Writer Services for an amount not to exceed \$100,000. The grant writer would be a contract position that would be used on an as-needed basis.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 15th day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

---

Michael Saunders, 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

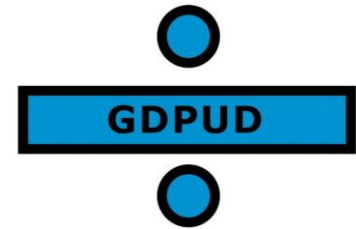
I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 15<sup>th</sup> day of November 2022.

---

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

DRAFT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF November 17, 2022  
AGENDA ITEM NO. 9.K.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: CONSIDER ADOPTION OF LINE EXTENSION EASEMENT**

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

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

---

**BACKGROUND**

The District treated water system consists of two treatment plants, 11 storage tanks, six pumping stations and approximately 200-miles mainline. The District is responsible for maintaining, repairing and replacement. The Distribution system was installed in phases either by the District or by private parties as water improvement district and/or line extensions. Line extensions are often completed by private contractors or property owners under the District's Improvement Standards. In order for the District to be able to maintain, repair or replace the line an easement may need to be established.

**DISCUSSION**

The proposed Kim's Trail line extension located in Garden Valley extends 370 linear feet within a Public Utility Easement and onto private property. In order for the District to take ownership of the line extension following completion, a record of easement will need to be executed. The easement is detailed on the attached survey of record.

**FISCAL IMPACT**

The District imposes a 1-percent plan review fee and a 2.5-percent construction inspection fee based on the total value of the project. The project is estimated at \$53,903. Standard connections fee would apply to any connections made to line extension.

**CEQA ASSESSMENT**

This is not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors accept the easement and adopts the attached resolution.

**ATTACHMENTS:**

1. Certificate of Acknowledgement of Easement Deed
  2. Draft Resolution
-

## EASEMENT DEED

Robin Crowton, a married man, does hereby grant to GEORGETOWN DIVIDE UTILITY DISTRICT, its successors and assigns, the right and privilege an easement to construct, reconstruct, lay, re-lay, operate, maintain, and subject to said District's obligation to provide water service, remove and relocate, at any time, water pipelines with all fixtures, devices and appurtenances used and useful in the operation of said pipelines at any time, within, through, over and across the following described land in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, to wit:

A 30-foot wide strip of land located in the South 1/2 of Section 27, T.12N., R.10E., M.D.M.. El Dorado County, California, said 30-foot wide strip of land lying 12.50 feet on each side of the following described line:

COMMENCING at the northwest corner of Parcel 2 on Parcel Map, Book 31 at Page 85 from which the northeast corner of Parcel 2, marked with similar 3/4" capped iron pipe stamped "L.S. 3012-1982" bears South 87°54'30 East 186.66 feet. Thence South 87°54'30 East 18.31 feet to the Point of Beginning. Thence from the Point of Beginning South 37°05'50" West 50.00 feet to the Point of Termination.

The sidelines of said easement shall be lengthened or foreshortened so as to terminate on the called boundary lines of said parcel.

Containing 1500.0 sq. ft. of land, more or less.

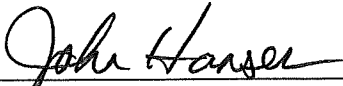
End of Description

**See Exhibit 'B' for delineation of the herein described easement.**

Said easement also includes the ingress and egress upon the premises for the construction, maintenance, repair and operation of said water pipelines.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor Act.

DATED: 11-07-2022

  
\_\_\_\_\_  
John Hanser, P.L.S. 9578



**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ (here insert name and title of officer), personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

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

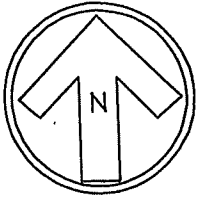
EXHIBIT B

PLAT OF EASEMENT

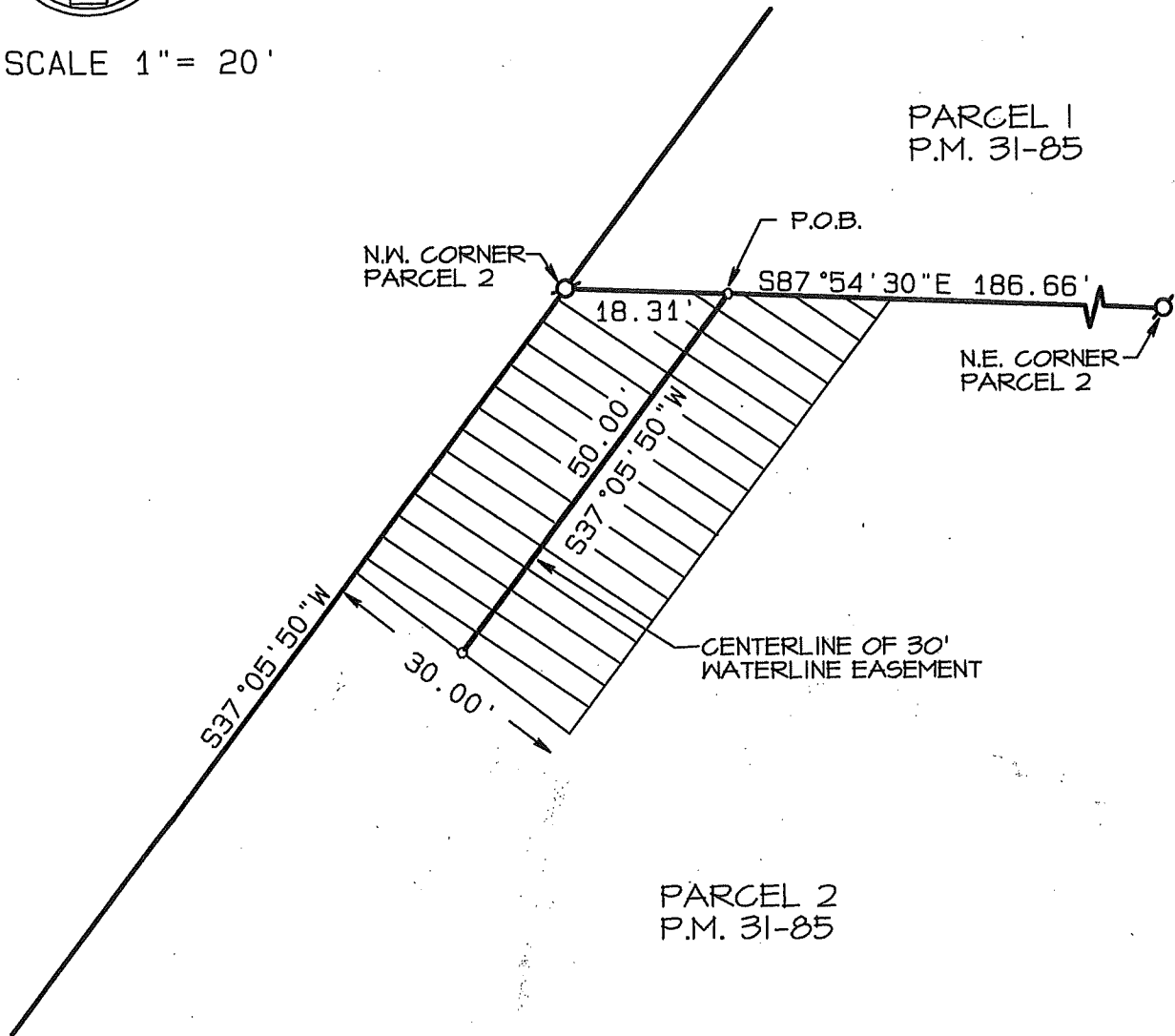
PORTION OF THE SOUTH 1/2 OF SECTION 27,  
T.12 N. R.10 E., M.D.M.  
& PARCEL MAP BK. 31, PG. 85

COUNTY OF EL DORADO, CALIFORNIA

JOHN HANSER, P.L.S. 9578



SCALE 1" = 20'



PARCEL 1  
P.M. 31-85

N.W. CORNER  
PARCEL 2

P.O.B.

S87°54'30"E 186.66'

N.E. CORNER  
PARCEL 2

CENTERLINE OF 30'  
WATERLINE EASEMENT

PARCEL 2  
P.M. 31-85

LEGEND

- ⊙ 3/4" CAPPED IRON PIPE STAMPED "LS 3012-1982"
- COMPUTATION POINT
- ▨ HATCHED AREA INDICATES EASEMENT AREA



**RESOLUTION NO. 2022-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**APPROVING THE ACCEPTANCE OF A LINE EXTENSION EASEMENT**

**WHEREAS**, the Georgetown Divide Public Utility District is responsible for maintaining, repairing, and replacing the District's infrastructure; including two treatment plants, 11 storage tanks, six pumping stations, and an approximately 200-mile distribution system; and

**WHEREAS**, the distribution system was installed in phases either by the District or by private parties as water improvement district and/or line extensions, often completed by private contractors or property owners; and

**WHEREAS**, in order for the District to be able to construct, reconstruct, lay, re-lay, operate, maintain the right and privilege an easement may need to be established; and

**WHEREAS**, the proposed Kim's Trail line extension, located in Garden Valley, extends 370 linear feet within a public utility easement and into private property; and

**WHEREAS**, in order for the District to take ownership of the line extension following completion, a record of easement will need to be executed.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT** the Certificate of Acknowledgement accepting the Easement Deed described therein (**Exhibit A**), is approved and the General Manager is authorized to execute the document.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 15<sup>th</sup> day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

---

Michael Saunders, 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**

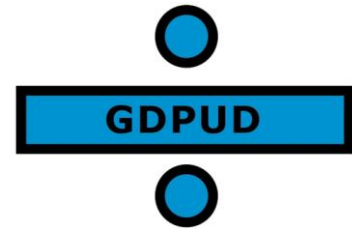
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 15<sup>th</sup> day of November 2022.

---

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

DRAFT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF NOVEMBER 15, 2022  
AGENDA ITEM NO. 9.J.**



**AGENDA SECTION: ACTION ITEMS**

**SUBJECT: DESIGNATE THE GDPUD BOARD NOMINATION TO MOUNTAIN COUNTIES WATER RESOURCE ASSOCIATION (MCWRA) BOARD**

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

---

**BACKGROUND**

The Association of Mountain Counties Water Resource Association ("MCWRA") has four (4) expiring Director terms and one (1) expiring local elected term which results in MCWRA seeking to elect five (5) Board Directors from its Executive membership. The Governance Committee, through the Secretary, is soliciting qualified interested candidates. Solicitation is now open and will remain open until close of business Wednesday, November 30, 2022.

**DISCUSSION**

Representative of an Executive Member as an elected official with service at the member organization in an elected capacity for a minimum of one (1) year. At the close of candidate solicitation, the MCWRA Governance Committee will review applications and nominate those qualified. An election ballot will be prepared for member organizations.

If there is interest from the GDPUD Board of Directors, a Candidate Interest Statement (attached) needs to be completed and returned via email.

**FISCAL IMPACT**

This item has 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 (GDPUD) designate an interested Board member as a candidate for the MCWRA Board.

**ALTERNATIVES**

The Board may decide to not designate a representative and not cast a vote in the election for MCWRA Board members.

**ATTACHMENT**

MCWRA Candidate Interest Form  
Res. 2022-XX



**Board of Directors and Officials**  
 Barbara Balen (TUD) – Secretary  
 Randy Fletcher (YWA) – Director  
 Jim Holmes (County of Placer) – Director  
 Mike Lee (PCWA) – President  
 Dan Miller (County of Nevada) – Director  
 Paul Molinelli, Jr., (AWA) – Treasurer  
 Scott Ratterman (CCWD) – Vice President  
 Vacant – Director  
 Vacant – Director  
 Dave Breninger, retired (PCWA) – Gov Affairs  
 Justin Caporusso – Executive Director

November 07, 2022

Subject: MCWRA Board Director Elections

As Chief Executive of your organization, this is to inform you that four (4) expiring Mountain Counties Water Resources Association (MCWRA) Director terms and one (1) expiring local elected term will result in MCWRA seeking to elect five (5) Board Directors from its Executive Membership; three (3) elected Water Board Directors and two (2) elected County Supervisors, in that capacity.

**2022 Expiring MCWRA Board Member Terms:**

- Jim Holmes, Supervisor, County of Placer
- Dan Miller, Supervisor, County of Nevada
- Paul Molinelli, Jr., Director, Amador Water Agency
- Scott Ratterman, Director, Calaveras County Water District

**2022 Expiring Local Elected Terms:**

- Randy Fletcher, Director, Yuba Water Agency
- Dan Miller, Supervisor, County of Nevada

**Nomination Process**

The Governance Committee shall, through the Secretary, solicit for qualified, interested candidates from its Executive Membership (Chief Executives). Solicitation for additional candidates is now open and will remain open until close of business Wednesday, November 30, 2022.

If there is interest from your organization, please complete the Candidate Interest Statement below and return directly to me via email.

**Directors**

The MCWRA Board shall consist of six (6) elected Water Board members (in that capacity) and three (3) County Supervisors (in that capacity). Directors shall represent the membership-at-large in a regional capacity, not a specific entity.

**Qualifications of Directors**

Representative of an Executive Member as an elected official with service at the member organization in an elected capacity for a minimum of one (1) year; and dedication to the purposes of Mountain Counties stated in Article III of the Bylaws.

- Executive Members**  
 Amador Water Agency  
 Calaveras County Water District  
 County of Alpine  
 County of Amador  
 County of Calaveras  
 County of El Dorado  
 County of Nevada  
 County of Placer  
 County of Tuolumne  
 County of Yuba  
 El Dorado Water Agency  
 El Dorado Irrigation District  
 Foresthill Public Utility District  
 Georgetown Divide  
 Public Utility District  
 Grizzly Flats  
 Community Services District  
 Jackson Valley Irrigation District  
 Murphys Sanitary District  
 Placer County Water Agency  
 South Tahoe Public Utility District  
 Tuolumne Utilities District  
 Twain Harte  
 Community Services District  
 Utica Water and Power Authority  
 Weimar Water Company  
 Yuba Water Agency
- Affiliate Members**  
 City of Folsom  
 Rancho Murieta  
 Community Services District

After the close of the candidate solicitation process, the MCWRA Governance Committee will review the qualifications of the submitted candidates and nominate those qualified as per the Bylaws. The Governance Committee will establish a list of nominees that meet the qualifications and will prepare an election ballot for your organization. This ballot will be transmitted via email to you.

### **Election of Directors**

All Executive Members may vote on the election of MCWRA Directors. A ballot with the name, title, and organization of each nominee will be issued and directed via email from the Secretary to the Chief Executive of each Executive Member organization.

The Chief Executive of each Executive Member can vote on behalf of that Executive Member for MCWRA Directors. Each Executive Member organization shall be entitled to cast one (1) ballot, and may not cast more than one vote for any one nominee for Director. Voting will remain open for 30-calendar days or until all ballots have been cast (whichever comes first).

*If MCWRA has an uncontested election for new Board members, the Association will dispense with balloting and the candidates are thus considered elected by consent and acclamation.*

**The term of the Director will run from January 2023 through December 2026.**

If you have any questions, please contact me at [barbjbalen@gmail.com](mailto:barbjbalen@gmail.com).

Thank you very much for your continued support.

Sincerely,

A handwritten signature in black ink that reads "Barbara Balen". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Director Barbara Balen, Secretary,  
MCWRA Board of Directors

c: Justin Caporusso, Executive Director, MCWRA

MOUNTAIN COUNTIES WATER RESOURCES ASSOCIATION



2023 - 2026 BOARD OF DIRECTORS

Candidate/s Interest Statement

You may submit candidate name/s for consideration for nomination by the MCWRA Governance Committee by completing this form and returning an emailed/scanned copy to Director Barbara Balen, Secretary, MCWRA no later than close of business on Wednesday, November 30, 2022

Print candidate/s and their organization in the space provided, date and sign as representative for your organization and email to Barbara Balen:  
[barbjbalen@gmail.com](mailto:barbjbalen@gmail.com)

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature  
(only one candidate form per Executive Member)

\_\_\_\_\_  
Please Print Authorized Representative Name

\_\_\_\_\_  
Agency/County/District

\_\_\_\_\_  
Date

**RESOLUTION NO. 2022-XX  
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
FOR THE MOUNTAIN COUNTIES WATER RESOURCES ASSOCIATION  
STATEMENT OF BOARD DIRECTOR INTEREST**

**WHEREAS**, the Mountain Counties Water Resources Association (MCWRA) has expiring Director terms which results in MCWRA seeking nominees to the Board Directors from its Executive membership; and

**WHEREAS**, the Georgetown Divide Public Utility District has a vested interest in county water resources and the MCWRA; and

**WHEREAS**, Director \_\_\_\_\_ has expressed an interest and willingness in serving on the MCWRA Board.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Georgetown Divide Public Utility District does hereby submit a Candidate Interest Statement to MCWRA for Director \_\_\_\_\_.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 15<sup>th</sup> day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

---

Michael Saunders, 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

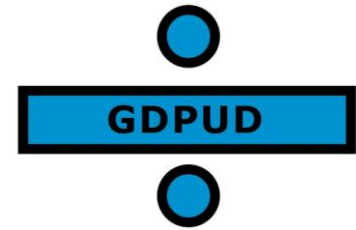
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2022-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 15<sup>th</sup> day of November, 2022.

---

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

DRAFT

**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF NOVEMBER 15, 2022  
AGENDA ITEM NO. 10.**



**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** PUBLIC HEARING OF ORDINANCE 2022-02 DELINQUENCY RATES AND RELATED FEES, REPLACING ORDINANCE 2011-22

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

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

---

**BACKGROUND**

The need to amend Ordinance 2011-02, Delinquencies Rates and Related Fees, was raised in response to numerous customer inquiries to the Staff and the Board of Directors. Staff presented proposed amendments to the Finance Committee on August 25, 2022 and the committee voted to endorse Staff's recommended amendments, as follows:

1. Implement a \$25.00 minimum account balance policy to avoid late fees and lock offs.
2. Update the "immediate" water reactivation charge to \$75.00 and update the water reactivation fee "at the District's convenience" charge to \$25.00.
3. Remove the line from the current Ordinance that states our Staff are able to receive payments in the field. This has been discontinued due to safety concerns.
4. Update our current late fee penalties to a single 10% fee on all delinquent account balances over \$25.00 on Day 30.

During the regular Board meeting of September 13, 2022, the Board considered Staff's recommended changes. The Board directed Staff to amend Ordinance 2011-02 and set the replacement Ordinance 2022-02 for a public hearing on November 15, 2022. The notice of Public Hearing was published in the Georgetown Gazette on November 3, 2022.

**DISCUSSION**

Ordinance 2022-02 (Attachment 1) is attached for the Second Reading. At the Board's direction, a Notice of Public Hearing was published in the newspaper on November 3, 2022 (Attachment 2). The agenda containing the public hearing was posted 72 hours prior to the November 15, 2022 meeting, and within 15 days after adoption, the Notice of Hearing and listing of the vote will be published in the newspaper, and a full copy of the Ordinance will be posted at the District Office.



**FISCAL IMPACT**

This was outlined in the Staff Report of September 13, 2022. See chart below depicting the difference between a set fee and a percentage fee penalty.

See chart below depicting the difference between a set fee and a percentage fee penalty.

Aug 1, 2022 penalty @ \$12 (actual revenue)=	\$10,092.00
Sept 1, 2022 penalty @ 1% (actual revenue)=	\$52.40
Oct 1, 2022 penalty @ \$12 (actual revenue)=	\$12,996.00
<i>(Aug 1 penalty if charged @ 10% x \$195,651.70 due) =</i>	<i>\$19,565.17</i>
<i>(Oct 1 penalty if charged @ 10% x \$221,375.80 due) =</i>	<i>\$22,137.58</i>

**CEQA ASSESSMENT**

Not a CEQA Project

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District approve the attached Ordinance 2022-02.

**ALTERNATIVES**

Reject the proposed Ordinance update.

**ATTACHMENTS**

1. Ordinance No. 2022-02
2. Proof of publication in the Georgetown Gazette

**ORDINANCE 2022-02  
AN ORDINANCE OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
REVISING DELINQUENCY RATES AND RELATED FEES**

**BE IT ACKNOWLEDGED** that the Georgetown Divide Public Utility District (“District”) adopted Ordinance 2011-02 on May 10, 2011, establishing rates and fees on delinquent accounts;

**BE IT FURTHER ACKNOWLEDGED**, that the District desires to replace Ordinance 2011-02 with Ordinance 2022-02.

**BE IT ENACTED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, COUNTY OF EL DORADO, STATE OF CALIFORNIA, as follows:**

**WHEREAS**, late fees and lock-offs will be imposed on accounts with a delinquent balance of more than Twenty-Five Dollars (\$25.00);

**WHEREAS**, a Ten Percent (10%) penalty fee on all delinquent account balances over Twenty-Five Dollars (\$25.00) will replace the previous flat delinquency fee of Twelve Dollar (\$12.00) for any utility that remains unpaid for more than thirty (30) days after the billing date and One Percent (1%) bimonthly, thereafter, of the unpaid balance;

**WHEREAS**, the service fee for immediate reactivation of water is increased from Fifty Dollars (\$50.00) to Seventy-Five dollars (\$75.00);

**WHEREAS**, the service fee for reactivating water at the district’s convenience is increased to Twenty-Five dollars (\$25.00) from Twelve Dollars (\$12.00);

**WHEREAS**, District staff will not have the ability to receive district payments in the field is fees due to safety concerns;

**WHEREAS**, the District will charge a Twenty-Five Dollar (\$25.00) fee to customers whose payments are returned “not sufficient funds” by the District’s financial institution;

**WHEREAS**, these fees were established to encourage timely payments and cover the estimated administrative burden to staff; and

**WHEREAS**, the administrative burden has been reestablished based on the current delinquency activity and the delinquency rates are hereby amended to be reasonable and reflect the cost to the District to administer delinquent accounts.

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

1. a balance of less-than or equal to Twenty-Five Dollars (\$25.00) is required on accounts to avoid late fees and lock-offs.

2. a Ten Percent (10%) penalty fee will be applied on all delinquent account balances over Twenty-Five dollars (\$25.00) on Day 30.
3. the service fee for immediate reactivation of water is Seventy-Five dollars (\$75.00).
4. the service fee for reactivating water at the district's convenience is Twenty-Five dollars (\$25.00).
5. District staff will not have the ability to receive district payments in the field due to safety concerns.
6. the District will charge a Twenty Five Dollar (\$25.00) fee to customers whose payments are returned for "not sufficient funds" by the District's financial institution

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

**AYES:**

**NAYS:**

**ABSENT:**

---

Michael Saunders, 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 **Ordinance 2022-02** 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 eleventh day of October 2022.

---

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



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

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

STATE OF CALIFORNIA  
County of El Dorado

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

11/3

All in the year 2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.  
Dated at Placerville, California, this 3<sup>rd</sup> day of NOVEMBER, 2022

*Allison Rains*

Signature

**NOTICE OF PUBLIC HEARING  
AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ADDING ORDINANCE 2022-02 TO REPLACE ORDINANCE 2011-02, DELINQUENCY RATES AD RELATED FEES**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Board of Directors of the Georgetown Divide Public Utility District (the "District") at its next regularly scheduled meeting of November 15, 2022, at 2:00 PM at the District Office located at 6425 Main Street, Georgetown, California, 95634 for a vote on the adoption of Ordinance 2022-02 (the "Ordinance") stating the purpose for amendments as follows:

1. Implement a \$25.00 minimum account balance policy to avoid late fees and lock offs.
2. Update the "immediate" water reactivation charge to \$75.00 and update the water reactivation fee "at the District's convenience" charge to \$25.00.
3. Remove the line from the current Ordinance that states our Staff are able to receive payments in the field. This has been discontinued due to safety concerns.
4. Update our current late fee penalties to a single 10% fee on all delinquent account balances over \$25.00 on Day 30.

**ALL INTERESTED PARTIES** are invited to attend the November 15, 2022 Public Hearing at 2:00 PM to express opinions or submit evidence for or against the approval of the Ordinance. At the above-noted time and place, testimony from interested persons will be heard and considered by the District Board of Directors prior to taking

action or asking any recommendation on the Ordinance. Upon request, the agenda and the documents in the hearing agenda packet can be made available to persons with disabilities. In compliance with the American Disabilities Act, the District encourages those with disabilities to participate fully in the public hearing process. Any person requiring special assistance to participate in the meeting should call (530) 333-4356 or email [gm@gd-pud.org](mailto:gm@gd-pud.org) at least forty-eight (48) hours prior to the meeting.

Written comments are also accepted prior to the hearing by the District at P.O. Box 4240, Georgetown, California 95634. Information regarding the hearing is on file and may be viewed by interested individuals at the District Office located at 6425 Main Street, Georgetown, California, 95634. If a challenge to the above-purposed actions is made in court, persons may be limited to raising only those issues they or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the District Board of Directors.

Copies of the proposed Ordinance are available for public review at the District Office located at 6425 Main Street, Georgetown, California, 95634.

If you have any questions, please call the District Office Finance Manager, Jessica Buckle, [jbuckle@gd-pud.org](mailto:jbuckle@gd-pud.org), (530) 333-4356, or stop by the office at 6425 Main Street, Georgetown, California, 95634.