

AMENDED AGENDA

(Subsequent to the publication and posting of the Regular Meeting Agenda, Item 6G was added)

REGULAR MEETING

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

**TUESDAY, JULY 11, 2017
2:00 P.M.**

MISSION STATEMENT

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

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

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

2. ADOPTION OF AGENDA

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

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

4. CONSENT CALENDAR

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

B. Financial Reports

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

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

Possible Board Action – Approve Consent Calendar.

5. **INFORMATIONAL ITEMS**

- A. **President's Report**
- B. **Board Reports**
- C. **General Manager's Report**
- D. **Operation Manager's Report**
- E. **ALT Treatment Plant Update**

6. **NEW BUSINESS**

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

Possible Board Action - Adopt a resolution rejecting the bid

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

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

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

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

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

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

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

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

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

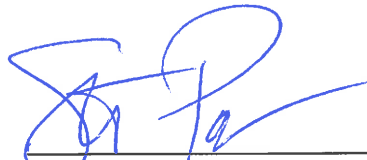
Possible Board Action – Provide direction

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

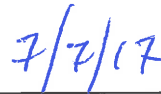
Possible Board Action – By a 4/5 vote of the Board determine whether to continue the finding of an emergency situation that requires action or terminate the finding of emergency situation that requires action

7. **BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF** – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.
8. **NEXT MEETING DATE AND ADJOURNMENT** – Next regular meeting August 08, 2017, at 2:00 PM, at the Georgetown Divide Public Utility District office.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this amended agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on July 7, 2017.



Steven Palmer, PE, General Manager



Date

CONFORMED AGENDA- DRAFT

EMERGENCY MEETING

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

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

MISSION STATEMENT

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

- Provide reliable water supplies
 - Ensure high quality drinking water
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 - Ensure fiscal responsibility and accountability are observed by balancing immediate and long term needs
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1. CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

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

Director Absent: David Halpin

Staff Present: Steve Palmer, General Manager

2. ADOPTION OF AGENDA

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

The motion passed unanimously

- 3. PUBLIC FORUM** – Any member of the public may address the Board on matters identified on this agenda and within the jurisdictional authority of the District. Public members desiring to provide comments must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director followed by the Board members individual last name. The Board will only hear communications on matters on the agenda.

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

No public comments.

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

Possible Board Action: Adopt Resolution

Motion by Director Hanschild to adopt Resolution 2017-09. Second by Director Hoelscher.

The motion passed unanimously.

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

The meeting adjourned at 4:35 p.m.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer, General Manager, by telephone at (530) 333-4356 or by fax at (530) 333-9442. In accordance with Government Code Section 54956.5, notice was given by telephone to the Mountain Democrat one hour prior to meeting time.

Steven Palmer, PE, General Manager

Date

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Accounts Payable - July 2017

Name Description	Amount	Account	Amount
ACWA JPIA - Employee Benefits	\$35,956.00	5118	\$2,985.99
		5218	\$5,870.61
		5318	\$4,607.01
		5418	\$6,570.98
		5518	\$3,130.13
		5618	\$6,709.80
		6718	\$1,445.94
		12-5668	\$4,635.54
All Cycles	\$1,342.55	5146	\$614.63
		5238	\$363.96
		5438	\$363.96
American Messaging	\$57.00	5244	\$57.00
Anderson's Sierra Pipe Co. Inc	\$123.53	5438	\$123.53
AT&T-Monthly Service	\$853.51	5344	\$279.31
		5544	\$216.65
		5644	\$190.81
		6744	\$99.85
		30-1226	\$66.89
Bear Creek Quarry	\$675.00	5438	\$675.00
Caltronics-Copier contract-copy charges	\$457.77	5640	\$457.77
CCS Interactive	\$69.00	5640	\$69.00
Churchwell White	\$7,488.91	5636	\$7,488.91
Corbin Willits Service	\$573.20	5580	\$573.20
CSI (CARMODY)	\$59.00	6744	\$59.00
Customer refunds	\$609.85	2010	\$609.85
De Lang-Copier Lease	\$228.20	5640	\$228.20
De Lang-Formax Machine Lease	\$185.65	5640	\$185.65
Department of Forestry and Fire Protection	\$5,601.19	5211	\$5,601.19
Director Payments:			
Halpin, Dave-June 2017 Stipend	\$400.00	5670	\$400.00
Hanschid, Jesse-June 2017 Stipend	\$400.00	5670	\$400.00
Hoelscher, Carl- June 2017 Stipend	\$400.00	5670	\$400.00
Uso, Lon-June 2017 Stipend	\$400.00	5670	\$400.00
Wadle, Dane-June 2017 Stipend	\$400.00	5670	\$400.00
Divide Auto Parts	\$97.79	5238	\$64.22
		5438	\$33.57
Divide Supply, Inc	\$34.65	5238	\$34.65
Ecorp Consulting, Inc	\$1,909.86	5128	\$1,909.86
El Dorado County	\$2,573.07	5684	\$2,573.07
El Dorado Disposal	\$310.74	5344	\$207.16
		5644	\$103.58
EN2 Resources, Inc	\$1,356.50	1650	\$1,356.50
Ferguson	\$504.08	5438	\$504.08
Garden Valley Feed & Hardware	\$78.23	5438	\$78.23
Georgetown Ace Hardware	\$84.00	5638	\$84.00

Hach	\$2,594.54	5338	\$1,961.76
		6738	\$632.78
MJT Enterprises, Inc-Temporary Labor	\$9,005.60	5111	\$2,439.60
		5211	\$1,824.00
		5511	\$2,638.80
		5611	\$117.60
		5611-010	\$1,803.20
		6711	\$182.40
Mobile Mini-Storage Rental	\$184.39	5639	\$184.39
Mountain Counties	\$4,125.00	1158	\$4,125.00
National Document Solutions	\$3,185.58	5540	1459.38
		5640	\$1,726.20
Pacific Corrugated Pipe Co	\$261.31	5238	\$261.31
PG&E-Utilities Electric	\$15,294.94	5344	\$13,483.75
		5444	\$491.81
		5644	\$692.28
		6744	\$627.10
Powernet Global	\$172.49	5644	\$172.49
Premier Access Dental	\$2,342.94	5118	\$111.56
		5218	\$223.12
		5318	\$55.78
		5418	\$223.12
		5518	\$111.56
		5618	\$1,506.24
		6718	\$111.56
Proline Cleaning Services, Inc	\$250.00	5676	\$250.00
Jeff Pulfer	\$216.34	5338	\$216.34
Robinson Enterprise-Gasoline & Diesel	\$4,142.48	5148	\$453.99
		5248	\$1,449.46
		5348	\$519.43
		5448	\$1,510.08
		6748	\$209.52
Santander	\$1,230.88	2113	\$1,096.10
		5610	\$134.78
Shingle Springs Heating & Air	\$140.00	5676	\$140.00
Sierra Chemical Company	\$4,832.62	5338	\$4,832.62
John Simons	\$200.00	5238	\$200.00
Siren & Associates	\$536.50	5680	
		6780	\$536.50
Teichert Aggregates	\$639.06	5430	\$639.06
Nathan Tilman	\$300.00	5238	\$300.00
US Postal Service-Permit 6	\$2,500.00	5540	\$1,875.00
		5640	\$375.00
		6740	\$250.00
USA Blue Book	\$153.04	5338	
		6738	\$153.04
Lon Uso	\$120.38	5642	\$120.38
Vaughn Johnson, CPA		5680	
Vavrinek,Trine, Day & Co	\$2,975.00	5680	\$2,975.00

Verizon Wireless	\$294.20	5344	\$27.24
		5444	\$106.90
		5644	\$133.34
		6744	\$26.72
Walkers	\$218.54	5640	\$218.54
Jacob Walsh	\$172.39	5438	\$172.39
Total General Fund	\$119,317.50		\$119,317.50

RETIREE FUND			
AARP Medicare Rx - M. Davis	\$33.40	12-5668	\$33.40
Anthem Blue Cross-Retiree Insurance Prem. 6/1/17-8/31/17	\$265.19	12-1157	\$265.19
Anthem Blue Cross-Retiree Insurance Prem. 6/1/17-6/30/17	\$265.19	12-5668	\$265.19
Anthem Blue Cross-Retiree Insurance Prem. 6/1/17-6/30/17	\$227.97	12-5668	\$227.97
Anthem Blue Cross-Retiree Insurance Prem. 6/1/17-6/30/17	\$292.50	12-5668	\$292.50
Anthem Blue Cross-Retiree Insurance Prem. 6/1/17-6/30/17	-\$205.61	12-5668	-\$205.61
Blue Shield of CA-J. St Dennis 6/1/17-6/30/17	\$169.00	12-5668	\$169.00
Unitedhealthcare Ins - Prepay for D Schwagel,	\$145.00	12-5668	\$145.00
Total Retiree Fund	\$1,192.64	FUND #12	\$1,192.64

VARIOUS WATER ASSESSMENT DISTRICT			
NBS--1915 Act Administration	\$745.88	2540	\$745.88
Total Various Fund	\$745.88	Fund #25	\$745.88

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

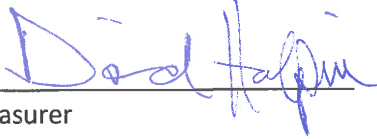
ALT WTP RETROFIT PROJECT			
ARC		7190	
Foothill Associates	\$226.25	5380	\$226.25
<i>George Sanders</i>	\$5,296.30	7124	\$5,296.30
MJT Enterprises, Inc-Temporary Labor	\$294.00	5611	\$294.00
Myers & Sons Construction LP	\$619,979.50	5323	\$619,979.50
Psomas	\$27,144.00	5324	\$27,144.00
Youngdahl	\$3,094.00	7124	\$3,094.00
	\$656,034.05	FUND#35	\$656,034.05

KELSEY NORTH DEBT SERVICE FUND			
NBS--1915 Act Administration 7/1/15 thru 9/30/15	\$648.59	7090	\$648.59
Total Kelsey North Debt Service Fund	\$648.59	Fund #51	\$648.59

KELSEY SOUTH DEBT SERVICE FUND			
NBS--1915 Act Administration 7/1/15 thru 9/30/15	\$648.59	7090	\$648.59
Total Kelsey South Debt Service Fund	\$648.59	Fund #52	\$648.59

TOTAL ALL FUNDS IN GENERAL ACCOUNT	\$780,884.20		\$780,884.20
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Approved for Payment:



Treasurer



General Manager

Georgetown Divide PUD
Month End Cash Disbursements Report
Apr-17

Check Number	Check Date	Vendor # (Name)	Net Amount
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27664	4/12/2017	AFL01 (AMERICAN FAMILY LIFE INS)	\$1,467.42
27665	4/12/2017	CAL18 (California State Disbursement Unit)	\$366.92
27666	4/12/2017	ICM02 (ICMA-R.T.-457 (ee))	\$1,279.75
27667	4/12/2017	IUO01 (IUOE, LOCAL 39)	\$335.67
27668	4/12/2017	IUO02 (PEU LOCAL #1)	\$129.29
27669	4/12/2017	PER01 (P.E.R.S)	\$8,412.21
27670	4/12/2017	PER01 (P.E.R.S)	\$34,048.54
27671	4/11/2017	ACW01 (ACWA/JPIA)	\$13,639.00
27672	4/11/2017	ACW05 (ACWA/JPIA HEALTH)	\$36,942.95
27673	4/11/2017	ADT01 (ADT SECURITY SERVICES)	\$39.89
27674	4/11/2017	ADT01 (ADT SECURITY SERVICES)	\$147.39
27675	4/11/2017	ALL01 (ALLEN KRAUSE)	\$492.99
27676	4/11/2017	ALL10 (ALL STAR RENTS)	\$492.52
27677	4/11/2017	AME08 (AMERICAN MESSAGING)	\$29.26
27678	4/11/2017	ARC02 (ARC)	\$157.88
27679	4/11/2017	AUB03 (D.O. NERONDE, INC)	\$145.00
27680	4/11/2017	BEA01 (BUTTE EQUIPMENT RENTALS)	\$537.50
27681	4/11/2017	BOE01 (BOARD OF EQUALIZATION)	\$497.00
27682	4/11/2017	CAR08 (CSI)	\$59.00
27683	4/11/2017	CCS01 (CCSINTERACTIVE)	\$69.00
27684	4/11/2017	D&S01 (VERNON DETTMAN)	\$73.80
27685	4/11/2017	DIA01 (DIAMOND PACIFIC - AUBURN)	\$1,628.08
27686	4/11/2017	DIA02 (DIAMOND WELL DRILLING COMPANY, INC)	\$530.00
27687	4/11/2017	DIV05 (PLACERVILLE AUTO PARTS, INC)	\$280.71
27688	4/11/2017	EAS01 (EASY SIGNS)	\$601.61
27689	4/11/2017	ECO01 (ECORP CONSULTING, INC.)	\$2,649.05
27690	4/11/2017	ELD16 (EL DORADO DISPOSAL)	\$310.74
27691	4/11/2017	EN201 (EN2 RESOURCES, INC)	\$5,396.25
27692	4/11/2017	FER02 (FERGUSON ENTERPRISES INC)	\$6,429.62
27693	4/11/2017	FOO01 (FOOTHILL ASSOCIATES)	\$2,048.79
27694	4/11/2017	GEM01 (GEMPLER'S, INC.)	\$53.61
27695	4/11/2017	GEO01 (GEORGETOWN ACE HDW)	\$148.84
27696	4/11/2017	GEO02 (GEORGETOWN GAZETTE)	\$136.50
27697	4/11/2017	GEO03 (STEPHANIE BECK)	\$196.06
27698	4/11/2017	GEO04 (DIVIDE SUPPLY INC.)	\$1,944.42
27699	4/11/2017	GEO12 (GEORGE SANDERS)	\$8,321.70
27700	4/11/2017	MJT01 (MJT ENTERPRISES, INC.)	\$5,713.60
27701	4/11/2017	NAT04 (NATIONAL DOCUMENT)	\$614.84
27702	4/11/2017	OCC01 (OCCU-MED, LTD)	\$267.00

27703	4/11/2017	PAC02 (PACIFIC GAS & ELECTRIC)	\$6,669.65
27704	4/11/2017	PAP02 (PAPE' MATERIAL HANDLING)	\$286.81
27705	4/11/2017	PSO01 (PSOMAS)	\$7,628.88
27706	4/11/2017	ROB01 (DON ROBINSON)	\$313.17
27707	4/11/2017	ROB02 (ROBINSON ENTERPRISES)	\$1,651.12
27708	4/11/2017	ROC02 (KENNETH D. WELSH)	\$362.00
27709	4/11/2017	ROY01 (KENNETH ROYAL)	\$285.00
27710	4/11/2017	SAN02 (Santander Leasing)	\$1,230.88
27711	4/11/2017	SHI01 (SHINGLE SPRINGS HEATING)	\$1,290.10
27712	4/11/2017	SIE10 (SIERRA SAFETY)	\$1,126.00
27713	4/11/2017	SIE12 (MICHAEL S. SALLAC)	\$360.00
27714	4/11/2017	SIR01 (REBECCA SIREN)	\$4,830.00
27715	4/11/2017	SMI01 (JASON D. SMITH)	\$80.00
27716	4/11/2017	TEI01 (A. TEICHERT & SON, INC)	\$316.64
27717	4/11/2017	UNI06 (UNITEDHEALTHCARE INSURANCE CO)	\$145.00
27718	4/11/2017	USA03 (USA BLUE BOOK)	\$487.61
27719	4/11/2017	USB05 (U.S. BANK CORPORATE PAYMENT SYSTEM)	\$2,654.17
27720	4/11/2017	USP01 (POSTMASTER)	\$2,500.00
27721	4/11/2017	VAU01 (VAUGHN JOHNSON)	\$1,950.00
27722	4/11/2017	WAL02 (WALKER'S OFFICE SUPPLY)	\$341.22
27723	4/11/2017	WEL02 (WELLS FARGO BANK, NA)	\$2,296.95
27724	4/11/2017	\R003 (RODVOLD, RONALD/NORA)	\$193.27
27725	4/26/2017	CAL18 (California State Disbursement Unit)	\$366.92
27726	4/26/2017	ICM02 (ICMA-R.T.-457 (ee))	\$1,279.75
27727	4/26/2017	IUO01 (IUOE, LOCAL 39)	\$335.67
27728	4/26/2017	IUO02 (PEU LOCAL #1)	\$129.29
27729	4/26/2017	PER01 (P.E.R.S)	\$8,421.77
27730	4/26/2017	SCH07 (DIANE SCHROEDER)	\$1,926.18
27731	4/26/2017	SCH07 (DIANE SCHROEDER)	\$604.70
27732	4/26/2017	SCH07 (DIANE SCHROEDER)	\$32.38
27733	4/26/2017	SCH07 (DIANE SCHROEDER)	\$103.84
27734	4/26/2017	AAR01 (AARP MEDICARERX SAVER PLUS, PDP)	\$33.40
27735	4/26/2017	ATT02 (AT&T)	\$812.46
27736	4/26/2017	BLU01 (ANTHEM BLUE CROSS)	\$1,256.46
27737	4/26/2017	BLU04 (BLUE SHIELD OF CALIFORNIA)	\$169.00
27738	4/26/2017	BLU07 (BLUE SHIELD OF CALIFORNIA)	\$1,431.00
27739	4/26/2017	CAL16 (CALTRONICS BUSINESS SYSTEMS CORP.)	\$441.84
27740	4/26/2017	CHU02 (CHURCHWELL WHITE, LLP)	\$21,127.50
27741	4/26/2017	CWS01 (CORBIN WILLITS SYS. INC.)	\$553.20
27742	4/26/2017	DELO5 (DELAGE LANDEN, INC)	\$413.85
27743	4/26/2017	FER01 (FERRELLGAS)	\$271.12
27744	4/26/2017	FER02 (FERGUSON ENTERPRISES INC)	\$4,354.46
27745	4/26/2017	GEI02 (GEI Consultants, Inc.)	\$2,746.50
27746	4/26/2017	HKR01 (HKR Promotions)	\$319.34
27747	4/26/2017	MCN01 (MC NICHOLS CO.)	\$6,786.19
27748	4/26/2017	MED01 (MEDICAL EYE SERVICES)	\$337.28
27749	4/26/2017	MOB01 (MOBILE MINI, LLC-CA)	\$184.39

27750	4/26/2017	MYE01 (Myers and Sons)	\$422,170.50
27751	4/26/2017	PAC02 (PACIFIC GAS & ELECTRIC)	\$1,918.19
27752	4/26/2017	POW01 (POWERNET GLOBAL COMM.)	\$176.75
27753	4/26/2017	PRE01 (PREMIER ACCESS INS CO)	\$2,719.57
27754	4/26/2017	PRE02 (PRECISION BUILT)	\$674.97
27755	4/26/2017	PRO04 (PAUL FUNK)	\$250.00
27756	4/26/2017	ROB02 (ROBINSON ENTERPRISES)	\$1,809.93
27757	4/26/2017	SAN02 (Santander Leasing)	\$1,230.88
27758	4/26/2017	THO03 (THOMPSON AUTO & TRUCK)	\$2,599.86
27759	4/26/2017	VER01 (VERIZON WIRELESS)	\$541.33

Total for Bank Account 1000 ----->

\$662,163.34

Grand Total of all Bank Accounts ----->

\$662,163.34
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GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Revenue Summary*

For the Months between

07/01/2016-05/31/2017

REVENUE CATEGORY	Budget 16-17	To Date 07/01/2016- 05/31/2017	Balance	% of Budget Earned	Notes
Operating Revenue:					
Residential Sales	\$1,285,000	1,210,254	74,746	94.18%	A
Commercial Sales	185,000	194,692	(9,692)	105.24%	A
Irrigation Sales	225,000	224,156	844	99.62%	B
Surcharge		219,120			
Wastewater	344,000	316,719	27,281	92.07%	C
Soil Evaluations/Loans					
Penalties	37,000	36,059	941	97.46%	D
Other		31,325	(31,325)		E
Total Operating Revenue	\$2,076,000	2,232,325	62,795	107.53%	
Non-Operating Revenue:					
Property Taxes-General	\$1,460,000	1,370,917	89,083	93.90%	F
SMUD	\$105,000				
Water Development		2,300			
Treatment Plant		0			
Pipeline		2,400			
Capital Facility Charge		48,500			
Interest Income	40,000	46,558	(6,558)	116.39%	H
Other:		0			
Water Agency Cost Share	45,000	0	45,000	0.00%	
Leases	70,000	60,362	9,638	86.23%	
Hydro	60,000	46,524	13,476	77.54%	
Other	1,587,847	708,210	879,637	44.60%	
Total Nonoperating Revenue	\$3,367,847	2,285,770	\$1,030,277	67.87%	
Total Revenue Before Transfers In	\$5,443,847	4,518,095	1,093,072	82.99%	
Transfers In	268,000		268,000	-	
Total Revenue After Transfers In	\$5,711,847	4,518,095	1,361,072	79.10%	

NOTES:

A - Revenue accrued through 31-May-17

B - Represents irrigation revenue through 31-May-17

C - Revenue of 31-May-17

D - Penalties for 31-May-17

E - Primarily connection and installation fees

F - Property Taxes based on County Estimate

H - The interest revenue represents interest on checking, savings, money markets, time deposits, LAIF and Kelsey and Pilot Hill Assessment Receivable Contracts

*Subject to revision with actual audit.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Expense Summary*

For the Months Between: 07/01/2016 - 05/31/2017

Acct#	EXPENSE CATEGORY	Budget 2016-2017	To Date 07/01/2016 - 05/31/2017	Balance	% of Budget Spent
Operating Expenses:					
5010	Labor	1,153,108	1,075,006	78,102	93%
5019	Overtime	64,000	65,791	(1,791)	103%
5017	Standby	55,500	44,063	11,437	79%
5011	Temporary Labor	94,000	71,305	22,695	76%
5014	PERS Benefits	117,592	109,286	8,306	93%
5015	Deferred Compensation	0	1,490	(1,490)	-
5016	Payroll Taxes	106,633	96,468	10,165	90%
5018/5	Insurance: Health & Life Plans	271,950	339,169	(67,219)	125%
5020	Insurance: Worker's Comp.	94,069	40,606	53,463	43%
5027	Audit	22,000	16,640	5,360	76%
5028	Engineering-Studies, including Ecorp.	0	26,835	(26,835)	
5034	Insurance: General	67,695	57,013	10,682	84%
5036	Legal--General	121,000	101,060	19,940	84%
5038	Materials and Supplies	183,650	194,870	(11,220)	106%
5039	Rentals/ Outsourced Maintenance	27,200	56,904	(29,704)	209%
5040	Office Supplies	48,000	40,101	7,899	84%
5041	Staff Development	10,500	5,939	4,561	57%
5042	Travel--Conference	15,000	4,288	10,712	-
5044	Utilities	198,308	170,297	28,011	86%
5046	Vehicle & Equipment Maintenance	51,000	46,970	4,030	92%
5048	Vehicle Operations	50,200	38,223	11,977	76%
5060	Bank Fees & Payroll Services	5,000	5,186	(186)	104%
5068	Retiree Health Premiums	132,000	134,249	(2,249)	102%
5070	Director Stipends	24,000	22,031	1,969	92%
5076	Building Maintenance	9,500	6,228	3,272	66%
5080	Outside Service/Consultants	133,000	220,592	(87,592)	166%
5084	Govt. Regulation/Lab Fees	170,000	146,402	23,598	86%
5090	Other:	2,000	3,874	(1,874)	194%
5090	Other: Recruitment	0	25,000	(25,000)	
5090	Other: County Tax Admin. Fees	37,000	31,046	5,954	84%
5089	Other: Memberships	16,500	11,698	4,802	71%
5091	Other: Elections		6,816	(6,816)	-
5094	Depreciation	632,837	580,101	52,736	92%
	Total Operating Expense	\$3,913,242	3,795,548	117,694	97%
Non-operating Expenses:					
7010	Interest Expense	\$33,000	21,599	11,401	65%
7020	Preliminay Engineering		5,153		
7021	Environmental		6,508		
7023	Construction Contract Water Treatment		1,102,847		
7024	Construction Eng Water Treatment		60,568		
7090	Other		19,637	(19,637)	
	Total Non-operating Expenses	\$33,000	1,216,313	(1,183,313)	3686%
	Total Expenses Before Tranfers	\$3,946,242	5,011,861	(1,065,619)	127%
	Net Income (Loss)	\$217,800	(\$493,766)		-227%

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
STATEMENT OF CASH AND INVESTMENT BALANCES MAY 31, 2017

	BEGINNING BALANCE	CASH RECEIPTS	CASH DIS- BURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
SMUD Fund	324,069.00				324,069.00
CABY Grant	(20,073.17)		(2,727.20)		(22,800.37)
General Fund	670,946.27	980,644.10	(311,229.22)		1,340,361.15
Retiree	524,769.49	5,237.32	(7,272.75)		522,734.06
Stewart Mine	24,458.52	5,602.66			30,061.18
Bayne Road & Other Assessment Districts	34,266.87	4,624.84			38,891.71
Water Development	402,052.88	790.11			402,842.99
Stumpy Meadows Emergency Reserve Fund (SMERF)	1,044,130.27	2,062.79			1,046,193.06
Capital Reserve Cash Clearing	931,423.88		(56,619.48)		874,804.40
Pilot Hill North	(7,480.80)				(7,480.80)
Pilot Hill South	50,136.46	99.11	(12,500.00)		37,735.57
Kelsey North	103,101.81	14,520.31	(10,482.92)		107,139.20
Kelsey South	190,533.41	18,025.52			208,558.93
State Revolving Fund	57,087.35	2,337.18	(2,296.95)		57,127.58
Small Hydro Fund	603,069.01	3,666.33	(66.89)		606,668.45
Pipeline Extension Holding Fund to 26	0.00				0.00
Environmental Protection Agency	(126,036.80)	660,102.40	(683,252.92)		(149,187.32)
Garden Valley Water Improvement District	71,574.34	141.44			71,715.78
Capital Facility Charges	1,695,921.74	7,920.30			1,703,842.04
ALT - WTP Capital Reserve	766,121.99	1,514.24	(245.00)		767,391.23
Auburn Lake Trails (ALT) Zone Fund	948,541.55	48,458.56	(11,833.88)		985,166.23
ALT Tank Replacement Loans & Repair Activity	33,791.15	5,306.26			39,097.41
ALT CDS Reserve Connection Fund	213,839.92	391.06			214,230.98
	8,536,245.14	1,761,444.53	(1,098,527.21)	0.00	9,199,162.46

Totals by Type of Account:

El Dorado Savings Bank Checking	98,032.70	Rate Information:	0.03%
El Dorado Savings Bank Savings	2,134,868.62		0.14%
Wells Fargo State Revolving Fund Debt Accounts	30,776.57		2.00%
Wells Fargo Brokered Time Deposits	6,935,484.57		0.28%
Local Agency Investment Fund			
Grand Total	<u>\$9,199,162.46</u>		


**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
STATEMENT OF CASH AND INVESTMENT BALANCES MAY 31, 2017**

Accounting Basis Unrestricted, Designated and Restricted Funds Recap:
 Unrestricted Undesignated Funds \$1,340,361.15
Designated Funds are in Italics 4,119,059.83
Restricted Funds are Shaded 3,739,741.48
\$9,199,162.46

District Designated Funds/Reserve Policy Funds Recap:	Estimated 2016-17 Budget	Calculated from 2014-15 Audited
Water - Operations	1,340,361	510,000
Water - Cash Flow		197,222
Water - Capital:		
Stumpy Meadows Emergency Reserve Fund	1,046,193	
Capital Facility Charges	1,703,842	
Replacement Reserve (required by USDA)	767,391	
Other reserves	626,640	7,871,516
Sub Total - Water	8,193,835	8,578,738
Debt Service	5,484,428	
Retiree Health	472,033	480,991
Hydroelectric	522,734	421,765 *
	606,668	461,219
Wastewater - Operations	985,166	45,978
Zone - Capital	5,000	5,000
Community Disposal System - Capital	253,328	250,211
Sub Total - Wastewater/Zone	1,238,495	301,189
	8,324,358.06	10,243,902.00

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

Approved: 
 Treasurer


 General Manager

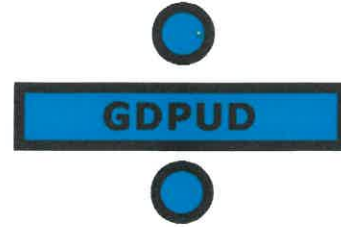
Two month operations expense
 10% Water Sales

50% Accumulated Depreciation

Actual amounts
 Actual amount
 Actual amount

Two month operations expense
 Amount set at \$5,000
 50% Accumulated Depreciation

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
AGENDA ITEM NO. 4C**



**AGENDA
SECTION:**

CONSENT

SUBJECT:

**NOTICE OF COMPLETION FOR RECOATING WALTON LAKE
TREATMENT PLANT #1 WATER STORAGE TANK**

PREPARED BY:

Martin Ceirante, Lead Water Treatment Plant Operator

APPROVED BY:

Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, consisting of a stylized 'S' and 'P'.

BACKGROUND

The Board of Directors approved and the District entered an agreement in the amount of \$165,797 with Olympus and Associates, Inc. for the recoating of Walton Lake Treatment Plant #1 Water Storage Tank on March 27, 2017. The work progressed and was substantially completed on June 5, 2017.

DISCUSSION

At this time, the work related to the agreement is complete. The Board needs to formally accept the work as complete and direct staff to file the Notice of Completion for the Recoating Walton Lake Treatment Plant #1 Water Storage Tank with the El Dorado County Recorder.

FISCAL IMPACT

The project was budgeted \$220,000 in FY 2016-2017 Budget. The contract amount is \$165,797. One change order totaling \$3,925 was approved bringing the total contract to \$169,722. The District also contracted with Bay Area Coating Consultants for inspection services in the amount of \$19,110, bringing the total project cost to \$179,277.

Through a grant/cost sharing agreement, El Dorado County Water Agency will reimburse the District for 50% of the inspection cost of \$19,110, which equates to \$9,555. A reimbursement request is currently being prepared by Staff for submittal this week.

CEQA ASSESSMENT

This project is Categorically Exempt, CEQA Guidelines Section 15301 (b) Existing facilities of both investor and publicly-owned utilities used to provide public utility services., (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety., (h) For maintenance of water supply reservoirs.

RECOMMENDED ACTION

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

ATTACHMENTS

1. Resolution
2. Notice of Completion

RESOLUTION NO. 2017-10

**OF THE BOARD OF DIRECTORS OF
THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**ACCEPTING COMPLETION AND DIRECTING THE FILING OF NOTICE OF COMPLETION FOR
RECOATING WALTON LAKE WATER TREATMENT PLANT #1 WATER STORAGE TANK**

WHEREAS, the General Manager of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT has declared in open public meeting of the Board of Directors of said District that OLYMPUS and ASSOCIATES INC., 405 LOVITT LANE, RENO, NV 89506, has completed all work required to be done under contract documents and specifications for the RECOATING WALTON LAKE WATER TREATMENT PLANT #1 WATER STORAGE TANK; and

WHEREAS, it appears to be the satisfaction of this Board of Directors that said work of the referenced project has been done.

NOW, THEREFORE, IT IS ORDERED, as follows:

1. That acceptance of the completion of said work be, and it hereby made and ordered.
2. That the Clerk of the Board of Directors is directed to execute and file for record with the County Recorder – Clerk, of the County of El Dorado, State of California, Notice of Completion thereof, as required by law.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Georgetown Divide Public Utility District on the 11th day of July, 2017, by the following vote:

AYES:

Halpin, Manschild, Hoelscher, Uso, Wadde


NOES:

ABSENT:



Londres Uso
President, Board of Directors
Georgetown Divide Public Utility District


Attest:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2017- 10 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 11th day of July, 2017.



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

Recording requested by:
Georgetown Divide Public Utility District

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

For recorder's use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the Recoating Walton Lake Water Treatment Plant #1 Water Storage Tank project was accepted as completed by the Georgetown Divide Public Utility district on July 11, 2017. The Contractor performing the work was Olympus and Associates, Inc., 405 Lovitt Lane, Reno, NV 89506.

The project was located at the existing Walton Lake water treatment plant site located on Balderston Road, Georgetown, CA.

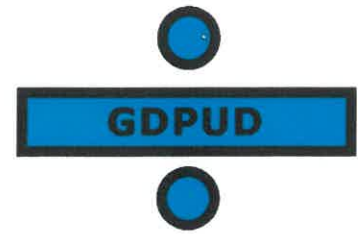
The project included the repair and recoating of the #1 Water Storage Tank.

GEORGETOWN DIVIDE PUBLIC
UTILITY DISTRICT

Steven Palmer, Clerk and ex officio Secretary,
Board of Directors

Date: _____

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
Item No.5D**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: OPERATIONS MANAGER'S REPORT

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Steven Palmer, PE, General Manager

Water Treatment (ALT & Walton)

The Auburn Lake Trails Water Treatment Plant produced 33.365 million gallons of potable water for the month of June. This equates to an average of 1,076,290 gallons per day. This flow is an increase of 256,581 gallons per day from the month of May. The Walton Lake Water Treatment Plant produced 31.490 million gallons of potable water for the month of May. This equates to an average of 1,015,806 gallons per day. This flow is an increase of 242,903 gallons per day from the month of May.

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

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

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

Emergency Filter repairs

The number 3 filter at the ALT Water Treatment Plant had a major problem within its underdrain system on Wednesday June 28th. Eight (8) laterals in two different cell were broken which caused complete filter failure. The Board declared an emergency situation and ERS was hired to make the repairs. They completed the project in 4 days and the filter is back online. At the direction of District Staff, Extra work was performed by ERS that was not on the original contract. The final change order for this extra work is not available at this time, and will be brought to the Board for approval if it exceeds the amount of \$50,000 that was already authorized by the Board.

Water Quality

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

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

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

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

Waste Water: Auburn Lake Trails

As the General Manager reported at the May Board meeting, the District received a Notice of Violation (NOV) from the Regional Water Quality Control Board dated April 13, 2017, related to the Auburn Lake Trails On-Site Wastewater Disposal. The NOV was issued because the average monthly flow rate into the community disposal system (CDS) during the months of February and March 2017 exceeded the average monthly flow permitted by the Waste Discharge Requirements (Order R5-2002-0031). This flow violation is directly related to rainfall and stormwater runoff infiltrating into the sewer collection system.

The District met the June 1, 2017, deadline for submitting documents required by the NOV. These documents included the existing Sanitary Sewer Maintenance Plan for the collection system, two years of maintenance and inspection records, and a description of work planned to locate or reduce infiltration and inflow.

Prior to August 1, 2017, the District must submit a Leach Field Capacity Report and a Water Balance Report to quantify the ability of the CDS to handle increased storm runoff, quantify the need to reduce infiltration and inflow, identify any necessary improvements, and develop a timeline for implementation. A Request for Proposals to select an engineering firm to prepare these reports was issued and three proposals were received on June 5, 2017. The professional services agreement is on today's Board agenda.

It is likely that the District will be required to make improvements to the sewer collection system to reduce I&I within the next year. Some improvements that can be made include lining sewer lines and

manholes, sealing septic tanks, and replacing septic tanks. These options and others will be evaluated as we move forward with the engineering studies that are required by the Regional Water Board.

Average daily flows in the community disposal system were 16,458 gallons per day. This value does not exceed the limit of 71,800 gallons per day as identified in the Waste Discharge Requirements.

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

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

Stumpy Meadows Reservoir

As of June 7, 2017, Stumpy Meadows Reservoir showed a reservoir elevation of 4261' 6", representing storage of 19,838 acre-feet, or 99% of capacity.

Current releases from Stumpy on this date, at the base of the dam were 30.0 CFS. Additional water flows out of Stumpy over the spillway. Flow into Stumpy on the day of this report was recorded at 12 CFS.

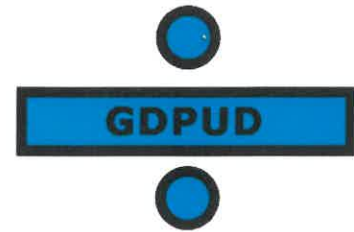
Field Work Activities – Distribution and Maintenance

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

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

RECOMMENDATION: Receive and file this report.


**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
Agenda Item No. 5E**



AGENDA SECTION: **INFORMATIONAL ITEMS**

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

PREPARED BY: George Sanders, Engineering Consultant

APPROVED BY: Steven Palmer, PE, General Manager 

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

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

Myers & Sons Construction

Construction activities during this reporting period have concentrated on work within the areas of the Chlorine Contact Basin, the Raw Water Pump Station and the Sludge Drying Beds. Work within the Chlorine Contact Basin has consisted of the concrete pour of the exterior walls. Work within the Raw Water Pump Station has included the grading of the pad and the excavation for the concrete footings and slab. Work within the Sludge Drying Beds has consisted of earthwork excavation together with the placement of an underdrain and the placement of compacted embankment.

As of this date, the total number of Contractor submittals is 134 and the requests for information is 61.

PSOMAS

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

Youngdahl Consulting Group

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

Foothill Associates

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

NEXGEN

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

Budget

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

Phase	Expended to Date	Budget
Construction	\$1,690,235	\$11,249,000
Construction Engineering, Construction Management, and Environmental	\$108,388	\$1,076,226
Total	\$1,798,623	\$12,325,226

EPA Grant and State SRF Payment Requests

The District submitted three payment requests for EPA Grant funds last month for a total of \$660,102.40 for ALT project construction and administrative costs. The EPA Grant balance of approximately \$70,000 should be exhausted with the submittal of an upcoming final payment request.

On June 30, 2017, the District received the first reimbursement payment from the State Revolving Fund Loan Agreement. The amount of that payment was \$ 1,157,141.

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
AGENDA ITEM NO. 6A**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER REJECTING ALL BIDS FOR AUTOMATED METER READING AND METER REPLACEMENT PROJECT

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, General Manager, written over the "APPROVED BY" line.

BACKGROUND

The Project includes the replacement of 3,730 existing (5/8-inch to 1-inch) meters; including replacing the existing 5/8-inch meters with 3/4-inch meters. The Project also includes installing AMR technology and all software, services, and support needed to integrate the new automated meters into the District's existing billing and accounting software system

Completion of this Project is a recommendation of the El Dorado County Grand Jury Report, dated May 17, 2017.

A request for bids for the Automated Meter Reading (AMR) and Meter Replacement Project was issued on March 20, 2017. One bid was received and opened publicly at 2pm on April 5, 2017.

DISCUSSION

The only bid was received from Ferguson Water Works, with a total bid amount of \$1,416,883.17; which is less than the engineer's estimate of \$1,900,000.

The District has been attempting to obtain a loan to fund the Project, however the District does not have enough revenue to adequately fund the loan. One of the metrics that lenders use when evaluating new loans to public agencies is the debt service coverage ratio. The debt-service coverage ratio is the ratio of net operating income to debt service. Lenders typically require a debt service coverage ratio of 1.20. The current treated water rate structure is insufficient to meet a 1.20 debt service coverage ratio in fiscal years 2019-2020 and 2020-2021. Projections show that the debt service coverage ratio will drop to less than 1.0 at that time and cause the District to be in technical default from its loan covenants. For example, one potential lender, Hollman Capital, would like the District to complete the rate study and increase rates before providing a final financing proposal.

Another way to fund the Project is to use cash from the District's unrestricted reserve fund balance. The unrestricted reserve funds balance at the end of fiscal year 2017-2018 is estimated to be \$2,590,000. The Board adopted unrestricted reserve fund goal including operating and capital reserves is \$6,706,304 (Resolution 2005-05), and the 2015 Finance Committee recommendation is to have an unrestricted reserve fund balance of \$2,552,608 including operating reserve and Stumpy Meadows reserve. The District is just meeting the 2015 Finance Committee recommendations and is not meeting the 2005-05 Board adopted guidelines. Using reserve funds to pay for this Project would reduce unrestricted reserves to less than half of the 2015 Finance Committee recommendations and one-third of the 2005-05 Board adopted guidelines.

Since the District cannot obtain financing, and using reserve funds would reduce those funds to an unacceptable amount, Staff recommends that the Board reject the bid and rebid the Project once the rate study has been updated and rates can support the additional funding and financing.

FISCAL IMPACT

Rejecting the bid will not result in any expenditures. This Project is not included in the adopted FY17-18 budget.

CEQA ASSESSMENT

Rejecting the bid is not a CEQA project. If the Project moves forward, the Board will need to make a CEQA determination at a future time.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution rejecting the bid.

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2017-11

**OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**REJECTING THE BID FOR THE AUTOMATED METER READING
AND METER REPLACEMENT PROJECT**

WHEREAS, a Request for Bids for the Automated Meter Reading (AMR) and Meter Replacement Project was issued on March 20, 2017; and

WHEREAS, one (1) bid was received and opened publicly at 2pm on April 5, 2017; and

WHEREAS, the one (1) bid was from Ferguson Water Works in the amount of \$1,416,883.17; and

WHEREAS, the District's debt-service coverage ratio is not high enough to obtain financing and still meet both new and existing loan covenants; and

WHEREAS, the District does not have sufficient unrestricted reserve fund balance to fund this Project.

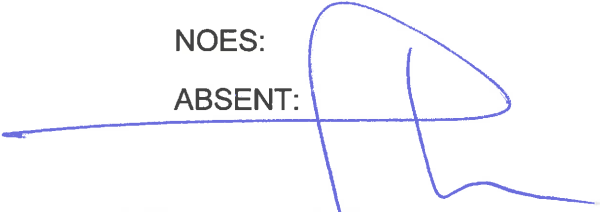
NOW, THEREFORE, IT IS HEREBY RESOLVED that the bid for the Automated Meter Reading and Meter Replacement Project is rejected.

PASSED AND ADOPTED on this 11th day of July, 2017, by the following vote:

AYES: *Halpin, Hanschild, Hoelscher, USO, Wadler*

NOES:

ABSENT:



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

ATTEST:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017- 11 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 11th day of July 2017.



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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
AGENDA ITEM NO. 6B**



AGENDA SECTION: NEW BUSINESS

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR AUBURN LAKE TRAILS COMMUNITY DISPOSAL SYSTEM ENGINEERING EVALUATION AND BUDGET INCREASE OF \$35,680 FROM WASTEWATER OPERATING FUND 40 (ALT ZONE)

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, General Manager.

BACKGROUND

The District received a Notice of Violation (NOV) from the Regional Water Quality Control Board (RWQCB) dated April 13, 2017, related to the Auburn Lake Trails On-Site Wastewater Disposal. The NOV was issued because the average monthly flow rate into the community disposal system (CDS) during the months of February and March 2017 exceeded the average monthly flow permitted by the Waste Discharge Requirements (Order R5-2002-0031). This flow violation is directly related to rainfall and storm water runoff infiltrating into the sewer collection system. The NOV is included as Attachment 1.

The District met the June 1, 2017, deadline for submitting documents required by the NOV. The NOV required and the District did submit the following prior to June 1, 2017: the existing Sanitary Sewer Maintenance Plan for the collection system, two years of maintenance and inspection records, and a description of work planned to locate or reduce infiltration and inflow.

The NOV also requires, prior to August 1, 2017, the District submit a Leach Field Capacity Report and a Water Balance Report to quantify the ability of the CDS to handle increased storm runoff, quantify the need to reduce infiltration and inflow, identify any necessary improvements, and develop a timeline for implementation. A Request for Proposals (RFP) to select an engineering firm to prepare these reports was issued and three proposals were received on June 5, 2017.

DISCUSSION

Proposals were received from Bennett Engineering Services, GHD, Inc., and All Inclusive Water/Wastewater Solutions, Inc. A team of two District Staff and two District consultants reviewed the proposals for criteria listed in the RFP. The top two ranked firms were individually interviewed by the team. While GHD, Inc. and Bennett Engineering Services are both well

qualified to perform the work; after the interviews, the review team ranked Bennett Engineering Services as the preferred consultant.

The Scope of Work includes smoke testing of sewers, infiltration and inflow evaluation, leach field infiltration evaluation, leach field capacity calculations, water balance calculations, and reporting as required by the RWQCB. The total cost estimate provided by Bennett Engineering Consultants is \$85,680. Staff is currently negotiating the scope and fee with Bennett Engineering.

The Professional Services Agreement is included as Attachment 3.

FISCAL IMPACT

The Fiscal Year 2017-2018 budget includes an estimate of \$50,000 from Account 40-5080-6700. A budget increase of \$35,680 is required to fund this Professional Services Agreement.

CEQA ASSESSMENT

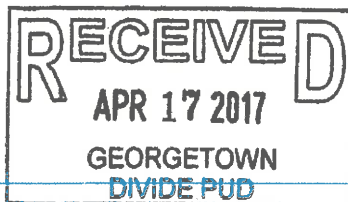
The work performed under this agreement is Categorically Exempt, CEQA Guidelines Section 15301 Existing Facilities; Section 15306 Information Collection; and Section 15061 No Possibility of Significant Effect on the Environment. The Project is limited to maintenance of existing facilities and does not involve an expansion of use, and investigations to collect information regarding the functioning of the sewer collection and disposal system.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution authorizing a budget increase of \$35,680 from Wastewater Operating Fund 40 (ALT Zone) reserves to Account 40-5080-6700, and authorizing the General Manager to execute a Professional Services Agreement with Bennett Engineering Services for an amount not to exceed \$85,680 for the Engineering Evaluation of the Auburn Lake Trails Community Disposal System.

ATTACHMENTS

1. Notice of Violation
2. Resolution
3. Professional Services Agreement



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

13 April 2017

Darrell Creeks
Georgetown Public Utility District
PO Box 4240
Georgetown, CA 95634

CERTIFIED MAIL
91 7199 9991 7035 8359 5450

NOTICE OF VIOLATION, AUBURN LAKE TRAILS ON-SITE WASTEWATER DISPOSAL ZONE, GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, EL DORADO COUNTY

The Georgetown Divide Public Utility District's (Discharger) Auburn Lake Trails On-Site Wastewater Disposal Zone is regulated under Waste Discharge Requirements (WDRs) Order R5-2002-0031 for the collection, treatment, storage, and disposal of domestic wastewater. The collection system is regulated under the State Water Resource Control Board Sanitary Sewer System General Order 2006-0003-DWQ.

Summary of Events

According to the Discharger, during the early part of 2017 the system was overwhelmed by increased influent flows caused by storm surge and Inflow and Infiltration (I&I). On 2 March 2017 the Discharger notified Board staff via phone that maximum monthly average flow limit to the Community Disposal System (CDS) had been exceeded in February and would likely be exceeded in March of 2017. On 31 March 2017, the Discharger submitted a spill notification report documenting the issues. The report stated that the Discharger had performed collection system, septic tank, and manhole inspections to locate sources of I&I and would be continuing those efforts. No wastewater was released outside of the CDS, nor was any surfacing wastewater observed.

Violations

The Discharger reported an average monthly flow of 89,799 gallons per day in February and 88,446 gallons per day in March 2017. Staff has identified the following violations of the WDRs:

- Discharge Specification B.5, which states: "*The maximum average monthly flow to the CDS shall not exceed 71,800 gpd.*"

Required Actions:

To address the Community Leachfield System flows in violation of the WDRs and the apparent capacity issues, the Georgetown Divide Public Utility District must complete the following actions:

1. **By 1 June 2017**, submit the current Sanitary Sewer Maintenance Plan that was submitted to comply with the state's Sanitary Sewer Systems General Order requirements (Order

2006-0003-DWQ), along with the last 2 years of inspection, maintenance, repairs, and upgrade records shall be included. The Discharger should also describe any planned work to locate or reduce I&I.

2. By **1 August 2017**, submit a *Leachfield Capacity Report* signed and stamped a civil engineer licensed by the State of California that assess the current system's ability to handle flows that would be expected from a total annual precipitation using a return period of 100 years. If the current system cannot handle such flows, a workplan must be included in the submittal to address I&I concerns. If the current system can handle the higher flows, then a Report of Waste Discharge (RWD) must be submitted to increase the flow limit for the facility.
3. By **1 August 2017**, submit a Water Balance Report signed and stamped by a California Registered Professional Engineer. The Water Balance Report shall include:
 - a. An updated and calibrated water balance that follows the requirements of the enclosed Requirements for Water Balance Update and Calibration (Attachment A). The water balance should determine if the facility has the required treatment, storage, and disposal capacity to accommodate allowable wastewater flow, design seasonal precipitation, and ancillary inflow and infiltration during the winter months. Design seasonal precipitation shall be based on total annual precipitation using a return period of 100 years, distributed monthly in accordance with historical rainfall patterns.
 - b. The water balance should be supported by any Inflow and Infiltration (I&I) studies, collection systems inspections and maintenance records, hydraulic capacity studies, and documentation of any upgrades or repairs to the collection system or the disposal system. All supporting documents should be submitted with the new water balance for review.
 - c. A comparison of actual rainfall data from a reliable cited source to the 100 year annual return period precipitation total. The 100 year annual return period precipitation total should be either cited from the WDRs or from a reliable source.
 - d. If the resulting water balance shows that the facility does not have the capacity to meet these requirements, a workplan and timeline to reduce influent flow or increase facility capacity must be submitted along with the water balance (see Attachment A). All improvements must be in place by 1 October 2017.
 - e. If the water balance shows that the system can properly dispose of wastewater at a higher flow rate than allowed by the current WDRs or if the facility will be making significant upgrades then a Report of Waste Discharge must be submitted along with the water balance.

Please note we have transitioned to a paperless office. Therefore, all reports shall be converted to a searchable Portable Document Format (PDF) file and submitted by email to centralvalleysacramento@waterboards.ca.gov. To ensure that each submitted report is routed to the appropriate staff, please include the following information in the body of the email: Attn: Kenny Croyle, Compliance Unit, Non-15, the Date and Title of the report, and the facility's CIWQS place ID (CW 206726).

If you have questions, please contact Kenny Croyle at kcroyle@waterboards.ca.gov or (916) 464-4676.

A handwritten signature in blue ink, appearing to read "Howard Hold", with a long horizontal flourish extending to the right.

HOWARD HOLD, P.G. #7466
Senior Engineering Geologist
WDRs Compliance and Enforcement

encl: Attachment A: Requirements for Water Balance Update and Calibration

cc: Fred Sanford, El Dorado County Environmental Management Department, Placerville

CIWQS Violation ID: 1023509, 1023510

**ATTACHEMENT A
REQUIREMENTS FOR
WATER BALANCE UPDATE AND CALIBRATION**

At a minimum, the items described in this document must be considered in all water balance updates and calibrations. All facilities are required to have sufficient treatment, storage, and disposal capacity to accommodate allowable wastewater flow, design seasonal precipitation, and ancillary inflow and infiltration during the winter months. Design seasonal precipitation shall be based on total annual precipitation using a return period of 100 years, distributed monthly in accordance with historical rainfall patterns. If the resulting water balance shows that the facility does not have the capacity to meet these requirements, a workplan and timeline to reduce influent flow or increase facility capacity must be submitted along with the water balance. All water balances and applicable related reports must be prepared under the direction of, and signed by, a registered geologist or civil engineer licensed by the State of California.

SECTION 1 - Collection and Conveyance Systems and Influent Data

The assessment and associated calculations related to the influent flow and Inflow and Infiltration (I&I) should be take into account the following:

- A. Factors that are specific to each system should be incorporated into the calculations, including age, collection system construction practices, seismic activity, other soil stability problems, etc. The condition of service laterals can significantly influence the total amount of I&I and should be considered.
- B. Sanitary Sewer Management Plans (SSMPs) and the associated inspection, maintenance, and repair records should be reviewed to determine and support I&I estimates used in the calculations.
- C. Sewer lines in shallow groundwater or perched on bedrock due to shallow soils will likely have higher amounts of I&I. The collection system should be evaluated for these types of conditions.
- D. Design wastewater flow rates. For POTWs and private domestic wastewater facilities, include initial baseline influent and I/I flows as well as baseline influent and I/I flows at full build out with an aging sewer system.
- E. Estimates of I&I should take into account storm surge from intense storms, not just monthly averages.

SECTION 2 – Storage and Containment Structures

The normal operations and maintenance of containment structures should be considered. Operations and Maintenance Manuals (O&M Manuals) should be referenced as well as historical monitoring data (i.e. freeboard measurements). Specific conditions of the WDRs should also be taken into account. The following should be taken into consideration:

- A. A minimum of two feet of freeboard in each pond at all times (unless the WDRs allow a registered to determine that a lower freeboard level will not cause overtopping or berm failure).
- B. Historical local evapotranspiration, pan evaporation, and pond evaporation data (monthly average values).

- C. Projected long-term percolation rates (including consideration of percolation from unlined ponds and the effects of solids plugging on ponds).
- D. Reduced capacity of ponds and containment structures due to sludge build-up should be taken into account when estimating pond capacity. Worst case scenarios based on historical data, O&M manuals, frequency of clean out, and WDRs requirements should be used.
- E. Run-on to the treatment system as well as direct precipitation should be considered.

SECTION 3 – Treatment System

The normal operations and maintenance of the treatment system should be considered. O&M Manuals and procedural manuals should be referenced as well as historical monitoring data (i.e. residence times, completeness of treatment). Specific conditions of the WDRs should also be taken into account. The following should be taken into consideration:

- A. Operation hours, staffing, and downtime due to regular O&M should all be taken into account when calculating treatment capacity.

SECTION 4 – Disposal System

The normal operations and maintenance of land application areas should be considered. O&M Manuals should be referenced as well as historical monitoring data (i.e. percolation rates, observed standing water). Specific conditions of the WDRs should also be taken into account. The following should be taken into consideration:

- A. Recycling area/land application area/disposal system hydraulic loading rates should be distributed monthly in accordance with expected seasonal variations based on crop evapotranspiration rates.
- B. The distribution of precipitation (i.e. storm intensity, light rain over a lot of days or heavy rain over a few days), as well as other factors such as wind and saturated conditions must be taken into account when determining the number of days a disposal system can be operated each month. The most reliable way to estimate this is based off of historical records from a water year of intensity similar to that which is being modeled.
- C. It should be specified whether the tailwater is collected, and if so if it is returned to the sprayfields directly or to one of the ponds.
- D. If applicable, storm water runoff shall be accounted for in the tailwater return calculations.
- E. Maximum disposal capacity of land application areas should be based on soil studies, cropping plans, percolation studies, and/or operator notes.

SECTION 5 – General Requirements

These general requirements should be included in any water balance:

- A. All water balances shall start on 1 October and end on 30 September.

- B. All water balances must be submitted in electronic as well as paper format. The electronic files should be editable, and display all formulas, correlations, and calculations used.
- C. The water balance should include an assessment of the facility's capacity and performance during a normal water year and during a year with a total annual precipitation for a return period of 100 years.
- D. Local precipitation data for the 100-year annual return period, distributed monthly in accordance with mean monthly precipitation patterns shall be used. However, periods of high intensity storms should also be considered in the calculations.
- E. All water balances should be based on all available data. All data should also be quality controlled and used with discretion.
- F. For all updated or calibrated water balances the original water balance should also be submitted along with a narrative description of the differences between the original and updated/calibrated water balances.
- G. For each wastewater treatment, storage, or disposal pond and containment structure, provide the following information:
 - a. Identification (name) and function of the pond.
 - b. Surface area, depth, and volumetric capacity at two feet of freeboard.
 - c. Height (relative to surrounding grade), crest width, interior slope, and exterior slope of each berm or levee.
 - d. Materials used to construct each berm or levee.
 - e. Description of engineered liner, if any. Include a copy of the Construction Quality
 - f. Estimated steady state percolation rate for each unlined pond.
 - g. Depth to shallow groundwater below the base and pond inverts.
 - h. Precipitation and evapotranspiration data shall be from recognized stations. The source of this information shall be provided, including a link to the data.
 - i. Overfilling/overflow prevention features.
 - j. Operation and maintenance procedures.

RESOLUTION NO. 2017-12

**OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**AUTHORIZING A BUDGET INCREASE OF \$35,680 FROM WASTEWATER
OPERATING FUND 40 RESERVES TO ACCOUNT 40-5080-6700, AND AUTHORIZING
THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH BENNETT ENGINEERING SERVICES FOR AN AMOUNT NOT
TO EXCEED \$70,000 FOR ENGINEERING EVALUATION OF THE AUBURN LAKE
TRAILS COMMUNITY DISPOSAL SYSTEM**

WHEREAS, the District received a Notice of Violation (NOV) from the Regional Water Quality Control Board (RWQCB) dated April 13, 2017, related to the Auburn Lake Trails On-Site Wastewater Disposal; and

WHEREAS, the NOV was issued because the average monthly flow rate into the community disposal system (CDS) during the months of February and March 2017 exceeded the average monthly flow permitted by the Waste Discharge Requirements (Order R5-2002-0031); and

WHEREAS, prior to August 1, 2017, the NOV requires the District submit a Leach Field Capacity Report and a Water Balance Report to quantify the ability of the CDS to handle increased storm runoff, quantify the need to reduce infiltration and inflow, identify any necessary improvements, and develop a timeline for implementation; and

WHEREAS, a request for proposals to select an engineering firm to prepare these reports was issued and three proposals were received on June 5, 2017; and

WHEREAS, after reviewing proposals and conducting interviews, District Staff and consultants have determined that Bennett Engineering Services is well qualified and provided the District with a preferred proposal and scope of work; and

WHEREAS, the Bennett Engineering Services proposal is for a time and materials fee not to exceed \$85,680.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. A budget increase of \$35,680 from Wastewater Operating Fund 40 Reserves (ALT Zone) to account 40-5080-6700 is authorized.
2. The General Manager is authorized to execute a professional services agreement with Bennett Engineering Services in the amount of \$70,000 for Engineering Evaluation of the Auburn Lake Trails Community Disposal System.

PASSED AND ADOPTED on this 11th day of July, 2017, by the following vote:

AYES: *Halpin, Hanschild, Hoelscher, Uso, Wadle*

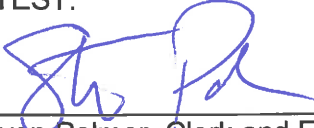
NOES:

ABSENT:



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

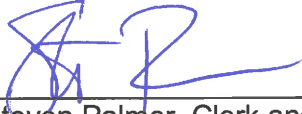
ATTEST:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017-12 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 11th day of July 2017.



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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2017, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and BENNETT ENGINEERING SERVICES. (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

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

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

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

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

AGREEMENT

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

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

3. Compensation. District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$85,680, 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 David Harden, P.E. 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: Leo Rubio, PE
President

Bennett Engineering Services, Inc.
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

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: _____
Steven V. Palmer, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____
Leo Rubio, PE
President

Date: _____

EXHIBIT A

Services

TASK 1: PROJECT MANAGEMENT, MEETINGS AND CORRESPONDANCE

- Conduct a kickoff meeting, gather data
- Hold up to two (2) conference calls with the RWQCB
- Draft up to three (3) letters to the RWQCB outlining work plans and requesting extensions.

Task 1 Cost \$6,510

TASK 2: DATA COLLECTION

- Review as-built and maintenance records
- Coordinate and perform an infiltration and inflow study including flow monitoring and smoke testing and prepare a report
- Coordinate and perform a geotechnical investigation of the leachfields including soil testing, percolation testing.

Task 2 Cost \$43,200

TASK 3: LEACHFIELD CAPACITY AND WATER BALANCE REPORT

Prepare necessary calculations and draft reports for the RWQCB. Assume one draft and one final report of each.

Task 3 Cost \$29,950

TASK 4: WORK PLAN

Prepare a work plan identifying system deficiencies and recommended improvements. Include schedule for the work. Deliverables include one draft and one final work plan.

Task 4 Cost \$6,020

Total Cost - \$ 85,680.00

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
AGENDA ITEM NO. 6C**



AGENDA SECTION: NEW BUSINESS

SUBJECT: FIRST READING OF AN ORDINANCE CERTIFYING ANNUAL DIRECT CHARGES-FEES AND ASSESSMENTS

PREPARED BY: Stephanie Beck, Administrative Assistant III

APPROVED BY: Steven Palmer, PE, General Manager



BACKGROUND

Annually, the District brings an ordinance and related documents required by the County to place District-related charges on the County's secured property tax bills. Ordinance 2017-01 would allow the District to place a lien on property of customers with delinquent balances as of June 30, 2017, and to place the annual charges for the District's assessment districts. The District provides a preliminary list of delinquent customers with the ordinance on July 11, 2017. The list will be modified up to the date of submission to the County, which can be no later than August 10, 2017, by removing all customers who have made payments on the balances. The other amounts to be placed on certain property owners' tax bills relate to previously implemented water facility assessment districts. These annual assessments typically continue until the related assessment district debt is retired.

DISCUSSION

At this time, the County requires the adoption of Ordinance 2017-01 and submittal of the following documents for the approval of the charges to be placed on the tax bills:

- Governing Authorization Certification
- Proposition 218 Certification
- Direct Charge Information Sheet
- Local Agency Special Tax & Bond Accountability Act – Response Form
- Secured/Unsecured Tax Roll Certification Form
- Consultant Authorization, if needed

A copy of the Ordinance is included as Attachment 1 to this report. Following this first reading, the required notice will be published in the newspaper. As required by law, the second reading of the ordinance and potential adoption will be held a subsequent Board meeting.

FISCAL IMPACT

This action is required in order for the district to collect the annual assessments and any unpaid charges.

CEQA ASSESSMENT

This is not a CEQA Project

RECOMMENDED ACTION

Staff recommends the Board of Directors introduce by title only, waive first reading, and receive public comment regarding a proposed ordinance stating the purpose for adding to and making assessments levied upon the land upon which water service was used and charges unpaid and for annual assessment district levies.

ATTACHMENTS

1. Ordinance

ORDINANCE 2017-01

AN ORDINANCE OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT STATING THE PURPOSE FOR ADDING TO AND MAKING ASSESSMENTS LEVIED UPON THE LAND UPON WHICH WATER SERVICE WAS USED AND CHARGES UNPAID AND FOR ANNUAL ASSESSMENT DISTRICT LEVIES

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

1. The Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT hereby declares that for Fiscal Year 2016-17 the Georgetown Divide Public Utility District, water service and related water quality services were furnished to and used on certain parcels of land upon which the annual assessment is, by this said ordinance levied for unpaid charges thereof, as of June 30, 2017. Said parcels are set forth in Exhibit A attached hereto and made a part hereof. It is further declared said certain parcels of land are owned, controlled, or in the possession of the same person who owned, controlled, or was in possession of it during the time such service charges were incurred, or if transfers were made of the property since the date such charges were incurred, such transfers have been made by gift, descent, bequest, or devise. It is further declared that said unpaid charges are to be added to and made a part of the annual assessment levied upon said certain parcels of land, shall become a lien upon said parcels of land, and the Board of Directors shall include in its statement to be transmitted to the County Auditor, the amount of said charges upon said certain parcels of land.

2. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County-Auditor a statement of the unpaid charges to be levied which may be added to and become a part of the first installment of the assessment.

3. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County Auditor the forms required to levy the annual assessments for the assessment districts within the Georgetown Divide Public Utility District with outstanding debt. For fiscal year 2017-18, outstanding debt remains for the following assessment districts:

Stewart Mine Water Assessment District
Kelsey North Water Assessment District

4. A certified copy of this Ordinance shall be transmitted to the County-Auditor of the County of El Dorado, State of California, upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT held on the 8th day of August, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

****EXHIBIT A****

Georgetown Divide Public Utility District
2017 Tax Roll Delinquencies

*This list is the preliminary list, it could be reduced before publishing in the paper
and before forwarding to the County*

Assessor's Parcel Number	Legal Owner	Amount
AMA0006	AMARAL, DANIEL/SUSAN	272.29
CRE0006	CREWS, TIM/RACHELLE	392.96
DEK0002	DEKKER JR, WILLIAM	183.26
FRE0029	FRENCH, CHARLOTTE	242.81
GRA0021	GRAYBILL, DEWITT	115.16
HAY0001	HAY, LEE/PATRICIA	179.49
HER0028	HERNANDEZ, MANUEL	272.29
HER0029	HERNANDEZ, MANUEL	272.29
HOL0002	HOLLINGSWORTH, BEN	78.07
SAN0028	SANCHEZ, DENNIS	272.29
VIR0003	VIRAY, MARCELINO I./ANITA	272.29
WIL0142	WILMINGTON SAVINGS TRUST	73.37
	TOTAL	2626.57

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of **Ordinance 2017-01** 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 11th day of July 2017.

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
AGENDA ITEM NO. 6D**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ECORP CONSULTING, INC. IN THE AMOUNT OF \$26,165 FOR RESERVOIR AND STREAM GAUGING IMPROVEMENTS

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A blue handwritten signature, appearing to be "S. Palmer", is written over the "APPROVED BY" line.

BACKGROUND

In 2015, the State approved Senate Bill 88 which added measurement and reporting requirements for most water diverters, and authorized the State Water Board to adopt regulation requiring measurement and reporting for water right holders and claimants who divert 10 acre-feet of water or more per year. The State Water Board adopted this new Emergency Regulation for Measuring and Reporting Water Diversions, and it was approved in March 2016. To comply with this new regulation, the District needs to install new monitoring devices at Stumpy Meadows Reservoir and at all diversions. The State installation deadline was January 1, 2017. The District submitted for an extension of time.

DISCUSSION

ECORP currently performs monitoring and maintenance of the water diversions and supports the District in annual reports to the State. The current agreement with ECORP expires September 30, 2019. The work required to comply with the new regulations are outside of the scope of work of ECORP's current agreement with the District.

ECORP has been monitoring and maintaining the District's diversions since 2013, and has detailed and specialized knowledge of the District's facilities. In the interest of bringing the District into compliance with State regulations as quickly as possible, Staff negotiated a scope of work and fee with ECORP in-lieu of soliciting proposals through a request for proposal process.

Since submitting the time extension, Staff has worked with ECORP to develop a scope of work to begin meeting the new State Water Board requirements. The Scope of Work includes developing an implementation plan that outlines work to be performed at Stumpy Meadows Reservoir and each diversion, obtaining resource agency permits for the installation of a gauge at Stumpy Meadows Reservoir, installing a real time reservoir stage monitoring device at

Stumpy Meadows Reservoir, and one year of monthly monitoring and repairs. The gauge at Stumpy Meadows Reservoir will collect hourly reservoir elevation data and transmit via satellite radio to the District's Picovale website.

Ideally, the work performed in Fiscal Year 2017-2018 would include improving all diversion monitoring devices. The scope has been reduced to the highest priority site, Stumpy Meadows Reservoir, due to funding limitations. Additional funds from revenue or reserves are needed to construct all of the improvements required by the State Water Board.

FISCAL IMPACT

The negotiated not to exceed amount of \$26,165 is included in the Reservoir and Stream Gauging Improvements Project budget for Fiscal Year 2017-2018 (Capital Reserve Fund 43) and a budget adjustment is not needed.

CEQA ASSESSMENT

The work performed under this agreement is Categorically Exempt, CEQA Guidelines Section 15301 Existing Facilities; Section 15304 Minor Alterations to Land; Section 15306 Information Collection; and Section 15061 No Possibility of Significant Effect on the Environment. The Project is limited to maintenance of existing facilities and does not involve an expansion of use, consists of minor alterations of land to install a small gauge and radio satellite transmitter for the purpose of collecting reservoir level information.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution authorizing the General Manager to execute a Professional Services Agreement with ECORP in the amount of \$26,165 for Reservoir and Stream Gauging Improvements.

ATTACHMENTS

1. Resolution
2. Professional Service Agreement

RESOLUTION NO. 2017-13

**OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH ECORP IN THE AMOUNT OF \$26,165 FOR
RESERVOIR AND STREAM GAUGING IMPROVEMENTS**

WHEREAS, the State Water Board adopted Emergency Regulation for Measuring and Reporting Water Diversions in March 2016; and

WHEREAS, this emergency regulation requires the District to improve monitoring and reporting of the water level at Stumpy Meadows Reservoir and the flow at all stream diversions; and

WHEREAS, ECORP currently assists the District with monitoring and maintenance of stream diversions; and

WHEREAS, District Staff has negotiated a scope of work to develop a work plan to improve monitoring and measuring at all diversions, and upgrade the monitoring and reporting methods at Stumpy Meadows Reservoir for a time and materials fee not to exceed \$26,165.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the General Manager is authorized to execute a professional services agreement with ECORP in the amount of \$26,165 for Reservoir and Stream Gauging Improvements.

PASSED AND ADOPTED on this 11th day of July, 2017, by the following vote:

AYES: *Halpin, Hanschild, Hoelscher, Uso, Wadle*


NOES:

ABSENT:



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

ATTEST:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017-13 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 11th day of July 2017.



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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2017, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and ECORP CONSULTING, 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 non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures (the “Project”).

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

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

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

AGREEMENT

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

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

3. Compensation. District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$26,165.00, 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 Jeffery Meyer, P.E. 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: Jeff Meyer, P.E.
Director, Water Resources Management

ECORP Consulting, Inc.
2525 Warren Drive
Rocklin, CA 95677

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: _____
Steven V. Palmer, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____
Jeffrey Meyer, P.E.
Director, Water Resource Management

Date: _____

EXHIBIT A

Services

TASK 1: DEVELOP GAUGING PLAN

The first task is to prepare a gauging plan that guides the installation of the gauging equipment and will inform the resource agencies authorization process. Development of the plan will require a site visit to each gauging location to identify equipment types and specific measurements, communications, and power supply needs. The State Water Resources Control Board (SWRCB) staff has been contacted for guidance for the installation of gauges that meet the intent of SB 88. The gauging plan will catalog equipment makes, model numbers, and serial numbers at each location to support annual water rights usage reporting. The plan will also include forms that will document calibration methods used and certification of calibration. It will also contain permits, agreements and documentation of discussions with agency staff authorizing installation of the gauges. The following is a brief summary of our initial gauging considerations at each location.

Stumpy Meadows (A5644A, P12827)

District staff have already installed monuments at one-foot intervals down to a depth of 47 feet below the spillway elevation. We propose to install a bubbler gauge that is capable of taking and recording measurements hourly. The monuments installed by the District will serve as staff gauges used for reference elevations to confirm the bubbler gauge measurements. For this site, a satellite radio will be installed to support the transmission of real-time data which will be available through the Picovale website.

Otter Creek 1 & 2 (A16212, P11304)

The District currently diverts water at two locations from Otter Creek. SB 88 allows a single water right holder with multiple points of diversion to propose a measurement method that may preclude the need to install a measurement device at each point of diversion. Although the District diverts Otter Creek at two separate locations, the diversions end up in a single location near Wentworth Springs Road before entering the Georgetown Divide Ditch. To save on costs, we initially propose to measure the two diversions at one location. ECORP has already contacted SWRCB staff to confirm the measurement approach will satisfy SB 88 requirements. A site visit will be necessary to confirm the final installation plan and inclusion in the Gauging Plan Document.

Mutton Canyon (S014597, A16212, P11304)

Our initial strategy is to measure Mutton Canyon using a natural control, which will most likely be bedrock or boulders. Because this measurement will require installation of equipment in a natural channel, permits may be required. We will consult with resource agency staff regarding the installation prior to filing permit applications. It is our experience that the resource agencies often waive the need for permits with our installations.

Bacon Canyon (S014598, A16212, P11304)

The Bacon Canyon diversion consists of a small concrete structure, much like those at Otter Creek. Our initial proposal is to install a Flow-Tote 3 type pipe meter to measure the diversions. A site visit and discussions with SWRCB staff will be necessary to confirm the final installation plan.

Unnamed Stream (Control Structure #1) (S014599)

The Unnamed Stream diversion uses a control structure configuration like Control Structure #7 that we visited on March 23. We propose to install bubblers on the canal above and below the diversion to calculate the diversion.

Deep Canyon (Control Structure #2) (S014600, A16212, P11304)

The Deep Canyon diversion uses a control structure configuration like Control Structure #7 that we visited on March 23. We propose to install bubblers on the canal above and below the diversion structure to calculate the diversion.

Control Structures 3 – 7 (A16212, P11304)

Control Structures 3 – 7 are located on the Georgetown Divide Ditch and provide a means to divert flow from several streams into the ditch. Because all of these diversions fall under a single water right, we propose to measure above Control Structure 3 and below Control Structure 7 to determine the total diversion of the five structures with just two gauges. ECORP has already contacted SWRCB staff to confirm this measurement approach will satisfy SB 88 requirements. A site visit will be necessary to confirm the final installation plan.

Task 1 Cost \$3,800

TASK 2: RESOURCE AGENCY CONSULTATION

At this time the District plans to install the Stumpy Meadows Storage Gauge. ECORP will conduct a site visit and will informally consult with the resource agencies on the proposed gauge installation. Informal consultation includes inquiry into the necessary information and required permits needed for gauge installation at Stumpy Meadows Reservoir. The list of agencies include, but are not limited to, the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), and U.S. Forest Service (USFS). The purpose of this task is to narrow the level of permitting effort required.

Task 2 Cost \$2,260

TASK 3: GAUGE INSTALLATION

After any environmental review and permitting requirements are resolved, the storage gauge will be installed. The equipment planned for the installation includes a WaterLOG H-350/3553 high Level Data Logger (Smart Gas) system, a gauge house, orifice lines, conduit, satellite radio and associated fittings. The system will be powered by a 85- to 100-watt solar panel and battery.

Task 3 Cost \$16,925

TASK 4: MAINTENANCE, MONITORING, AND REPORTING

The monitoring program includes visiting the gauge site to collect data and perform routine maintenance at least once per month for the period of one year. During the visits, the hydrographer will conduct gauge equipment checks, make any necessary repairs, and collect the data.

Occasionally, replacement of batteries or gauging equipment due to failure or vandalism will be necessary. Although the purchase of replacement equipment is outside the scope of this proposal, removal and replacement of the damaged equipment can generally be done during routine maintenance trips at no additional charge.

Once the water surface elevation data have been collected, the data will be reviewed for completeness and estimated wherever missing. Using the storage area elevation curve, the water surface elevation data will be converted to storage data, reported to GDPUD staff and archived.

Task 4 Cost \$3,180

Total Cost - \$ 26,165.00

EXHIBIT B

Rates

RATE SCHEDULE FOR PROFESSIONAL SERVICES¹

Project Principal	\$150.00-250.00
Project Managers	\$80.00-250.00
Cultural Resources	\$60.00-250.00
Engineer/Biologist/ Ecologist/Scientist	\$95.00-220.00
Environmental Specialist/Planner	\$55.00-190.00
Construction Monitoring	\$70.00-190.00
CAD / GIS / Software Specialist	\$70.00-190.00
QAQC/Technical Editor	\$90.00-150.00
Staff Engineer/Biologist/Ecologist/Scientist	\$65.00-135.00
Assistant/Associate/Staff Project Manager	\$45.00-135.00
Project Assistant/Project Administrator/Project Accountant/Controller	\$45.00-175.00
Lab Technician	\$45.00-90.00
Word Processing / Production Coordinator	\$45.00-100.00

Expense Reimbursement/Other:

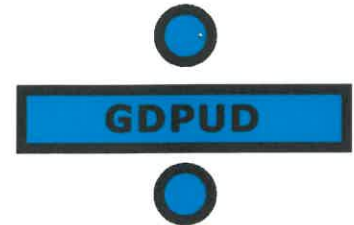
1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 5% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

Western Hydrologic Systems, Inc.

Hydrographer	\$58.00-\$90.00
Boat Rental	\$200 per day
Snowmobile Rental	\$200 per day
ATV Rental	\$100 per day

¹Rates effective April 2017 and are subject to change. Depending on the project requirements, titles may vary from this general list.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
AGENDA ITEM NO. 6E**



SUBJECT: **AUTHORIZE GENERAL MANAGER TO SUBMIT COMMENTS ON STATE ASSEMBLY BILL 1479 THAT ESTABLISHES CIVIL PENALTIES IN PROCESSING CALIFORNIA PUBLIC RECORDS ACT REQUESTS AND MANDATING THAT EVERY LOCAL AGENCY ASSIGN AN INDIVIDUAL AS THE CUSTODIAN OF RECORDS**

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

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

BACKGROUND

All local agencies must process and respond to requests for records in accordance with the California Public Records Act (CPRA), Government Code Sections 6250-6276.48. These Government Code Sections require local agencies to research and provide agency records when requested by the public, and limits compensation to the cost of copying those records. Local agencies cannot charge for the cost to research and identify records.

California Assembly Bill 1479 (Bonta) introduces civil penalties between \$1,000 and \$5,000 for agencies that fail to respond, and improperly collect a fee to research and provide records; and provides that no reimbursement from the State to the local agency is required because this bill ensures public access to public records and public meetings.

AB1479 also requires local agencies to designate a person or office to act as the agency's custodian of records who is responsible for responding to any public records act requests.

The bill is scheduled for a hearing in the Senate Judiciary Committee on July 11, 2017. Text 9 of the current draft bill is included as Attachment 1.

DISCUSSION

The California Special District Association (CSDA) is encouraging its members to weigh in and has submitted the opposition letter that is Attachment 2 to this staff report. CSDA has requested that the District submit an opposition letter that is similar to the one in Attachment 2.

Because the District is small and receives a small number of public records act requests, designating a custodian of records is not likely to have a large impact on staffing or operations at this time. Additionally, the General Manager has already taken the step of designating a single point of contact for public records act requests in order to ensure that the District provides quality information and meets legally required response times.

FISCAL IMPACT

The District would face potential civil penalties for failing to respond or improperly collecting fees. Designating a custodian of records could result in requiring additional staff at some point in time, and is one of the reasons behind the need to hire a Management Analyst this fiscal year.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) authorize the General Manager to submit written comments to the State regarding AB1479. The comments will be consistent with the talking points and guidance issued by CSDA and any other direction provided by the Board.

ALTERNATIVES

The Board can take the alternative action of not weighing in on this issue.

ATTACHMENTS

1. Text of AB1479
2. Opposition Letter from CSDA

AMENDED IN SENATE JULY 3, 2017
AMENDED IN SENATE JUNE 19, 2017
AMENDED IN ASSEMBLY APRIL 27, 2017
AMENDED IN ASSEMBLY MARCH 21, 2017
CALIFORNIA LEGISLATURE—2017—18 REGULAR SESSION

ASSEMBLY BILL

No. 1479

**Introduced by Assembly Member Bonta
(Coauthor: Assembly Member Cristina Garcia)**

February 17, 2017

An act to amend Sections 6253 and 6259 of the Government Code, relating to public records.

LEGISLATIVE COUNSEL'S DIGEST

AB 1479, as amended, Bonta. Public records: custodian of records: civil penalties.

Existing law, the California Public Records Act, requires a public agency, defined to mean any state or local agency, to make its public records available for public inspection and to make copies available upon request and payment of a fee, unless the public records are exempt from disclosure. Existing law requires an agency to justify withholding a record from disclosure by demonstrating either that the record in question is exempt under express provisions of law or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record. Existing law requires specified state and local agencies to establish written guidelines for accessibility of records. Existing law authorizes a person to institute proceedings for injunctive or declarative

relief or writ of mandate in any court of competent jurisdiction to enforce his or her right to inspect or to receive a copy of any public record or class of public records under these provisions.

This bill would require public agencies to designate a person or *persons, or office or offices* to act as the agency's custodian of records who is responsible for responding to any request made pursuant to the California Public Records Act and any inquiry from the public about a decision by the agency to deny a request for records. The bill also would make other conforming changes. Because the bill would require local agencies to perform additional duties, the bill would impose a state-mandated local program.

The bill would also authorize a court that finds *by preponderance of the evidence* that an agency failed to respond to a request for records, improperly withheld from a member of the public, public records that were clearly subject to public disclosure, unreasonably delayed providing the contents of a record subject to disclosure in whole or in part, *or* improperly assessed a fee upon a requester that exceeded the direct cost of duplication, *without substantial justification*, or otherwise did not act in good faith to comply with these provisions, to assess a civil penalty against the agency in an amount not less than \$1,000, nor more than \$5,000. *The bill would require the penalty to be awarded to the requester. The bill would prohibit assessment of the penalty if the public record was not subject to public disclosure pursuant to the California Public Records Act or decisional law.*

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 6253 of the Government Code is amended
2 to read:

3 6253. (a) Public records are open to inspection at all times
4 during the office hours of the state or local agency and every person
5 has a right to inspect any public record, except as hereafter
6 provided. Any reasonably segregable portion of a record shall be
7 available for inspection by any person requesting the record after
8 deletion of the portions that are exempted by law.

9 (b) Except with respect to public records exempt from disclosure
10 by express provisions of law, each state or local agency, upon a
11 request for a copy of records that reasonably describes an
12 identifiable record or records, shall make the records promptly
13 available to any person upon payment of fees covering direct costs
14 of duplication, or a statutory fee if applicable. Upon request, an
15 exact copy shall be provided unless impracticable to do so.

16 (c) Each agency, upon a request for a copy of records, shall,
17 within 10 days from receipt of the request, determine whether the
18 request, in whole or in part, seeks copies of disclosable public
19 records in the possession of the agency and shall promptly notify
20 the person making the request of the determination and the reasons
21 therefor. In unusual circumstances, the time limit prescribed in
22 this section may be extended by written notice by the head of the
23 agency or his or her designee to the person making the request,
24 setting forth the reasons for the extension and the date on which
25 a determination is expected to be dispatched. No notice shall
26 specify a date that would result in an extension for more than 14
27 days. When the agency dispatches the determination, and if the
28 agency determines that the request seeks disclosable public records,
29 the agency shall state the estimated date and time when the records
30 will be made available. As used in this section, "unusual
31 circumstances" means the following, but only to the extent
32 reasonably necessary to the proper processing of the particular
33 request:

34 (1) The need to search for and collect the requested records
35 from field facilities or other establishments that are separate from
36 the office processing the request.

1 (2) The need to search for, collect, and appropriately examine
2 a voluminous amount of separate and distinct records that are
3 demanded in a single request.

4 (3) The need for consultation, which shall be conducted with
5 all practicable speed, with another agency having substantial
6 interest in the determination of the request or among two or more
7 components of the agency having substantial subject matter interest
8 therein.

9 (4) The need to compile data, to write programming language
10 or a computer program, or to construct a computer report to extract
11 data.

12 (d) Nothing in this chapter shall be construed to permit an
13 agency to delay or obstruct the inspection or copying of public
14 records. The notification of denial of any request for records
15 required by Section 6255 shall set forth the names and titles or
16 positions of each person responsible for the denial. Each agency
17 shall designate a person or *persons*, or office or *offices* to act as
18 the agency's custodian of records who is responsible for responding
19 to any requests made pursuant to this chapter and any inquiry from
20 the public about a decision by the agency to deny a request for
21 records. *This subdivision does not impose a duty upon a requestor*
22 *to direct the request to a designated custodian, or prevent a person*
23 *or office that is not the designated custodian from disclosing*
24 *information pursuant to this chapter.*

25 (e) Except as otherwise prohibited by law, a state or local agency
26 may adopt requirements for itself that allow for faster, more
27 efficient, or greater access to records than prescribed by the
28 minimum standards set forth in this chapter.

29 (f) In addition to maintaining public records for public inspection
30 during the office hours of the public agency, a public agency may
31 comply with subdivision (a) by posting any public record on its
32 Internet Web site and, in response to a request for a public record
33 posted on the Internet Web site, directing a member of the public
34 to the location on the Internet Web site where the public record is
35 posted. However, if after the public agency directs a member of
36 the public to the Internet Web site, the member of the public
37 requesting the public record requests a copy of the public record
38 due to an inability to access or reproduce the public record from
39 the Internet Web site, the public agency shall promptly provide a
40 copy of the public record pursuant to subdivision (b).

1 SEC. 2. Section 6259 of the Government Code is amended to
2 read:

3 6259. (a) Whenever it is made to appear by verified petition
4 to the superior court of the county where the records or some part
5 thereof are situated that certain public records are being improperly
6 withheld from a member of the public, the court shall order the
7 custodian of records or person charged with withholding the
8 records to disclose the public record or show cause why he or she
9 should not do so. The court shall decide the case after examining
10 the record in camera, if permitted by subdivision (b) of Section
11 915 of the Evidence Code, papers filed by the parties and any oral
12 argument and additional evidence as the court may allow.

13 (b) If the court finds that the custodian of records' or other public
14 official's decision to refuse disclosure is not justified under Section
15 6254 or 6255, he or she shall order the custodian of records or
16 public official to make the record public. If the judge determines
17 that the custodian of records or other public official was justified
18 in refusing to make the record public, he or she shall return the
19 item to the custodian of records or other public official without
20 disclosing its content with an order supporting the decision refusing
21 disclosure.

22 (c) In an action filed on or after January 1, 1991, an order of
23 the court, either directing disclosure by a public official or
24 supporting the decision of the custodian of records or other public
25 official refusing disclosure, is not a final judgment or order within
26 the meaning of Section 904.1 of the Code of Civil Procedure from
27 which an appeal may be taken, but shall be immediately reviewable
28 by petition to the appellate court for the issuance of an
29 extraordinary writ. Upon entry of any order pursuant to this section,
30 a party shall, in order to obtain review of the order, file a petition
31 within 20 days after service upon him or her of a written notice of
32 entry of the order, or within a further time not exceeding an
33 additional 20 days as the trial court may for good cause allow. If
34 the notice is served by mail, the period within which to file the
35 petition shall be increased by five days. A stay of an order or
36 judgment shall not be granted unless the petitioning party
37 demonstrates it will otherwise sustain irreparable damage and
38 probable success on the merits. Any person who fails to obey the
39 order of the court shall be cited to show cause why he or she is not
40 in contempt of court.

1 (d) (1) The court shall award court costs and reasonable attorney
2 fees to the plaintiff should the plaintiff prevail in litigation filed
3 pursuant to this section. The costs and fees shall be paid by the
4 public agency of which the custodian of records or public official
5 is a member or employee and shall not become a personal liability
6 of the custodian of records or public official.

7 (2) If the court finds that the plaintiff's case is clearly frivolous,
8 it shall award court costs and reasonable attorney fees to the public
9 agency.

10 (3) (A) If a court finds *by preponderance of the evidence* that
11 an agency failed to respond to a request for records as required
12 pursuant to subdivision (c) of Section 6253, improperly withheld
13 a public record from a member of the public that was clearly
14 subject to public disclosure, unreasonably delayed providing the
15 contents of a record subject to disclosure in whole or in part, *or*
16 improperly assessed a fee upon a requester that exceeded the direct
17 cost of duplication, *without substantial justification*, or otherwise
18 did not act in good faith to comply with this chapter, the court may
19 assess a civil penalty against the agency in an amount not less than
20 one thousand dollars (\$1,000) nor more than five thousand dollars
21 ~~(\$5,000)~~. *(\$5,000)*, which shall be awarded to the requester. In an
22 action alleging multiple violations the court may assess a penalty
23 for each violation, however the total amount assessed shall not
24 exceed five thousand dollars *(\$5,000)*.

25 (B) A court shall not assess a civil penalty pursuant to this
26 paragraph if the public record was not subject to public disclosure
27 pursuant to the California Public Records Act or decisional law.

28 SEC. 3. No reimbursement is required by this act pursuant to
29 Section 6 of Article XIII B of the California Constitution because
30 the only costs that may be incurred by a local agency or school
31 district under this act would result from a legislative mandate that
32 is within the scope of paragraph (7) of subdivision (b) of Section
33 3 of Article I of the California Constitution.

34 SEC. 4. The Legislature finds and declares that Sections 1 and
35 2 of this act, which amend Sections 6253 and 6259 of the
36 Government Code, respectively, further, within the meaning of
37 paragraph (7) of subdivision (b) of Section 3 of Article I of the
38 California Constitution, the purposes of that constitutional section
39 as it relates to the right of public access to the meetings of local
40 public bodies or the writings of local public officials and local

1 agencies. Pursuant to paragraph (7) of subdivision (b) of Section
2 3 of Article I of the California Constitution, the Legislature makes
3 the following findings:
4 By requiring local agencies to designate custodians of records
5 responsible for responding to requests and inquiries under the
6 California Public Records Act, this act furthers the public's access
7 to public records.



California Special
Districts Association
Districts Stronger Together



June 20, 2017

The Honorable Hannah-Beth Jackson
Chair, Senate Judiciary Committee
State Capitol, Room 2187
Sacramento, CA 95814

RE: AB 1479 (Bonta) Public records: custodian of records: civil penalties.
Notice of Opposition (as amended 06/19/17)
Set for Hearing: Senate Judiciary Committee, 06/27/2017

Dear Senator Jackson:

The undersigned organizations must respectfully oppose Assembly Bill (AB) 1479 (Bonta). As amended, the measure places substantial burdens on local agencies by adding costly and unnecessary requirements in processing California Public Records Act (CPRA) requests. AB 1479 would mandate that every local agency assign a “custodian of record” to review each public records act request and response. Additionally, the measure establishes new and costly civil penalty assessed to agencies above and beyond plaintiffs’ attorney fees established in current law.

Under current law, all costs are placed on local public agencies when responding to CPRA requests and local agencies would receive virtually no reimbursements for the increased staffing/staff time that would be required to comply with this measure.

Creates Increased Litigation for Local Agencies:

The notion of introducing civil penalties into the body of law pertaining to the California Public Records Act (CPRA) is troublesome. Doing so sets a costly and precarious precedent. Such an introduction of civil penalties could lead to abuses of the CPRA and be likened to the well-documented abuses associated with frivolous Americans with Disabilities Act (ADA) lawsuits filed against small businesses. For years small businesses have been targeted with lawsuits and forced to either go to court or quickly settle regardless of corrections to the alleged violations — a failure of the law’s intention. In response, the Legislature has in recent years adopted measures to provide relief enabling good actors in the business community the time afforded to make needed structural changes to comply with the ADA *before* a lawsuit can be filed.

Similar to unwarranted ADA lawsuits, AB 1479 would provide a financial incentive for serial litigants, from across the nation, to extort taxpayer dollars from the state and local public agencies. Tax dollars that would otherwise be used to provide essential services such as healthcare, fire protection, park and road

maintenance, and police protection. Public agencies will be forced to settle out of court to avoid expending time and resources for a costly trial, even when the agency is attempting to comply in good faith with the law.

Under the CPRA, the requester can file suit on the day after responsive records are due which could be as early as eleven days after the request if there has been no extension of time. Once a suit is filed, generous attorneys' fees established in current law may still be awarded under the "catalyst" theory even if the agency discloses the requested records after the litigation has commenced. Paying plaintiff's attorney's fees in a CPRA case can cost an agency upwards of \$100,000. An additional \$5,000 fine on top of \$100,000 will not stop bad actors from willful violations—rather AB 1479 will incentivize litigation while punishing good actors trying to comply with the statutory deadlines in CPRA law.

Creates New Costs and Impediments to Process Public Records Act Requests in a Timely Manner:

Local agencies strive to comply with the strict guidelines inherent with the CPRA, including responding within a 10-day period from the time of the request; this measure runs counter to that intent. AB 1479 would cause further delays in processing requests by creating a bottleneck in the process. AB 1479 requires each public agency to designate a person or office to act as the agency's "custodian of records." The custodian of records is then responsible for responding to all CPRA requests made to the agency. Rather than allowing an agency determine who is the most appropriate person or office to respond to a request, based on their level of expertise on the subject of a request, AB 1479 takes a one-size-fits-all approach to responding to CPRA requests. For example, when a county receives a question about sheriff's records, should the same office respond to that request that is also responding to requests about health services? Records and information are going to need to be shuffled from office to office, and department to department, unnecessarily to meet the requirements of this bill.

Additionally, our agencies have seen a significant spike in CPRA request in recent years. For example, in 2013 the City of Sacramento processed 1,800 CPRA requests. In 2016, the city processed 4,002 requests—and that number is projected to increase in 2017. This measure fails to consider that many of these requests are often made from requesters and/or private entities who reside outside of our jurisdictional boundaries. Moreover, these serial filers make incredibly complex data requests which are then repackaged and sold. Due to the increased volume of such requests, many agencies large and small have already had to hire additional staff dedicated solely to review documents in association with CPRA requests. We encourage the Legislature to look for ways to assist local governments responding to CPRA request, not add additional burdens.

Additional Time Equals Additional Costs:

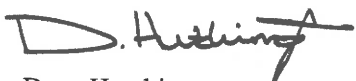
Unlike other states, such as Massachusetts where in most cases every hour spent processing public records act requests are cost neutral; California's local agencies do not have cost recovery provisions associated with CPRA requests such as the ability to charge and recover fees for the time spent searching, redacting, photocopying and refileing a record. In other states this ability serves as a critical component in the viability of their CPRA request process.

However, under California Proposition 42 all costs are placed squarely on the shoulders of local public agencies when responding to CPRA requests. Proposition 42 prevents local agencies from recouping virtually any current or future costs associated with the increased staffing/staff time that would be required to comply with this measure.

For these reasons we respectfully **Oppose** Assembly Bill 1479. If you have any questions regarding our position, please do not hesitate to contact Dane Hutchings at the League of California Cities at (916) 658-8210, Dillon Gibbons at the California Special Districts Association at (916) 442-7887, Dorothy Johnson at the California State Association of Counties at (916) 327-7500, Danielle Blacet with the California Municipal Utilities Association at 916-326-5802, Amber King with Association of California Healthcare Districts at 916-266-5207, Jolena Voorhis with the Urban Counties of California at (916) 327-7531,

Wendy Ridderbusch with the Association of California Water Agencies at (916) 441-4545, or Paul Smith with the Rural County Representatives of California at (916) 447-4806 .

Sincerely,



Dane Hutchings
League of California Cities



Danielle Blacet
California Municipal Utilities Association



Jolena Voorhis
Urban Counties of California



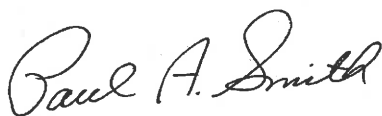
Dorothy Johnson
California State Association of Counties



Dillon Gibbons
California Special Districts Association



Amber King
Association of California Healthcare Districts/BETA
BETA Healthcare Group



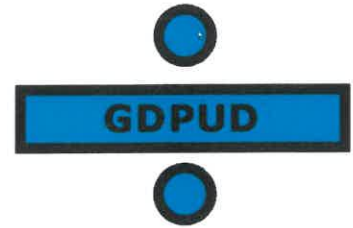
Paul Smith
Rural County Representatives of California



Wendy Ridderbusch
Association of California Water Agencies

cc: The Honorable Rob Bonta
Members, Senate Judiciary Committee
Marisa Shea, Counsel, Senate Judiciary Committee
Mike Petersen, Consultant, Senate Republican Caucus
Melinda Grant, Deputy Legislative Secretary, Office of Governor Edmund G. Brown Jr.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
AGENDA ITEM NO. 6F**



SUBJECT: REVIEW AND PROVIDE DIRECTION ON REVISIONS TO THE METHOD AT WHICH BOARD MEMBERS ARE ELECTED

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, General Manager, written over the name in the "APPROVED BY" line.

BACKGROUND

At the June 13, 2017 Board meeting, Board President Londres Uso requested a discussion at a future meeting regarding the method at which Board members are elected.

DISCUSSION

The District Directors are currently elected at-large, with each candidate running for a designated numbered seat.

Board President Uso has presented information from the South Tahoe Public Utility District outlining an election method by which members are elected at-large by number of votes and seats available (Attachment 1).

Public Utility Code Section 15956(b) allows the District to adopt an ordinance requiring that candidates need not designate a numbered seat, and instead require candidates receiving the greatest number of votes districtwide as there are directors be elected (Attachment 2).

Public Utility Code Section 15975 also allows the District to establish wards and elect Directors by wards, subject to the approval of the ward boundaries by the County Board of Supervisors.

FISCAL IMPACT

There is no fiscal impact to this action.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

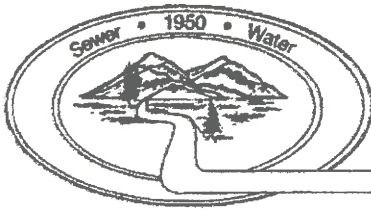
Staff recommends the Board provide direction on whether to proceed with preparation of an ordinance to revise the election method.

ATTACHMENTS

1. South Tahoe Public Utility District Letter and Ordinance
2. Public Utility Code Sections 15951-15976

AUG 04 2015

General Manager
Richard H. Solbrig



South Tahoe Public Utility District

Directors
Chris Cefalu
James R. Jones
Randy Vogelgesang
Kelly Sheehan
Duane Wallace

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

July 21, 2015

William E. Schultz
Recorder-Clerk Registrar of Voters
P.O. Box 678001
Placerville, CA 95667

Dear Mr. Schultz:

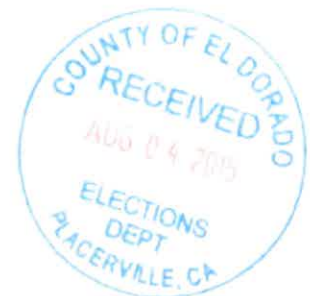
On behalf of South Tahoe Public Utility District (District), enclosed is Ordinance No. 562-15, changing the method by which Directors of the District are elected at-large. This Ordinance went into effect on July 18, 2015.

Please let me know if you have questions or require additional information.

Sincerely,

Melonie Guttry
Executive Services Manager/Clerk of the Board

Enclosure



ORDINANCE NO. 562-15

**AN ORDINANCE OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT
CHANGING THE METHOD BY WHICH
DIRECTORS OF THE DISTRICT ARE ELECTED AT-LARGE**

BE IT ENACTED by the Board of Directors of the South Tahoe Public Utility District, County of El Dorado, State of California, as follows:

SECTION 1 – POLICY AND PURPOSE

The purpose of this Ordinance is to change the method by which Directors of the South Tahoe Public Utility District are elected at-large.

SECTION II – DEFINITIONS

For the purposes of this Ordinance, the terms used herein are defined as follows:

- A. The District – The South Tahoe Public Utility District.
- B. The Board of Directors – The Board of Directors of the South Tahoe Public Utility District.
- C. Directors – The members of the Board of Directors.

SECTION III – FINDINGS

The Board of Directors of the South Tahoe Public Utility District, County of El Dorado, State of California, make the following findings:

1. Since the District's formation, the District's Directors have been elected at large to an office designated as either Seat Number 1, Seat Number 2, Seat Number 3, Seat Number 4 or Seat Number 5 in accordance with Public Utilities Code section 15956(a);
2. Pursuant to Public Utilities Code section 15956(b), the Board may adopt an ordinance that requires candidates for directors at-large need not designate a numbered office. The ordinance shall instead require that the candidates receiving the greatest number of votes districtwide as there are directors to be elected shall be elected to the Board of Directors; and,
3. During the past few years, the Board of Directors has periodically considered whether to change the method by which the Directors are elected such that candidates for Director at-large need not designate a numbered office and that the candidates seeking election for Directors at-large receiving the greatest number of votes districtwide as there are Directors to be elected shall be elected to the Board of Directors.

**SECTION IV – CHANGE IN THE METHOD BY WHICH
DIRECTORS OF THE DISTRICT ARE ELECTED AT-LARGE**

1. Candidates for Director at-large need not designate a numbered office.
2. The candidates receiving the greatest number of votes districtwide as there are Directors to be elected shall be elected to the District's Board of Directors.
3. The District's Clerk of the Board of Directors is directed to publish this Ordinance in accordance with the laws of the State of California.
4. The District's Clerk of the Board of Directors is directed to send a copy of this Ordinance to the Counties of El Dorado and Alpine after this Ordinance has become effective.

SECTION V – SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance and its implementing rules and regulations is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors declares and determines that it would have passed section, subsection, subdivision, paragraph, sentence, clause or phrase thereof of this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be determined to be unconstitutional or invalid.

SECTION VI – EFFECTIVE DATE

This Ordinance changing the method by which Directors of the South Tahoe Public Utility District are elected at-large shall take effect 30 days after its passage.

PASSED AND ADOPTED by the Board of Directors of the South Tahoe Public Utility District at its duly held regular meeting on the 18th day of June, 2015, by the following vote:

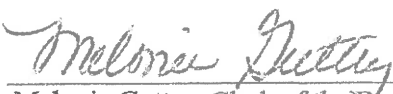
AYES: Cefalu, Jones, Vogelgesang, Sheehan, Wallace

NOES: None

ABSENT: None



Randy Vogelgesang, President
South Tahoe Public Utility District

ATTEST: 

Melonie Guttry, Clerk of the Board

PUBLIC UTILITIES CODE - PUC**DIVISION 7. PUBLIC UTILITY DISTRICT ACT [15501 - 18055]** (*Division 7 added by Stats. 1953, Ch. 72.*)**CHAPTER 3. Internal Organization of Districts [15951 - 16196]** (*Chapter 3 added by Stats. 1953, Ch. 72.*)**ARTICLE 1. Election of Directors [15951 - 15976]** (*Article 1 added by Stats. 1953, Ch. 72.*)

15951. At an election held in the district on the next established election date not less than 74 days after its formation a board of directors shall be elected, to consist of as many members as there are territorial units in the district and as many additional members, not less than three nor more than four, as are required to constitute a board composed of an odd number of directors. Where the district lies entirely in one county the number of directors shall be three, elected at large.

(Amended by Stats. 1973, Ch. 1146.)

15952. A director at large shall be a resident and qualified elector of the district.

(Added by Stats. 1953, Ch. 72.)

15953. All unincorporated territories situated in the same county and included within the district shall be regarded as an entirety and as a territorial unit of the district. Each unit having a population of at least 5,000 is entitled to one director.

(Added by Stats. 1953, Ch. 72.)

15954. Candidates for the office of director to be elected by a unit shall be nominated from each such territorial unit, and the remaining number of directors shall be nominated from the district at large.

(Added by Stats. 1953, Ch. 72.)

15955. Each directorship is a separate office for the purpose of nomination and election, and for the filling of vacancies.

(Added by Stats. 1953, Ch. 72.)

15956. (a) Candidates for directors at large shall be designated in all declarations of candidacy, nominating certificates, and on all official election ballots as candidates for a particular directorship at large, in accordance with the declarations of candidacy which the candidates have filed with the county elections official or the clerk of the district, as the case may be. Each office of director at large shall be designated as "director at large" number one, number two, number three, or number four, there being as many numbers as there are directors at large to be elected.

(b) Notwithstanding subdivision (a) or any other provision of this article, the board of directors of a district may adopt an ordinance that requires that candidates for directors at large need not designate a numbered office. The ordinance shall instead require that the candidates receiving the greatest number of votes districtwide as there are directors to be elected shall be elected to the board of directors.

(Amended by Stats. 2009, Ch. 14, Sec. 1. Effective January 1, 2010.)

15957. Candidates for director from the several territorial units entitled to one director each shall be designated in all declarations of candidacy, nominating certificates, and on all official election ballots as candidates for director from _____ unit, giving the name or other designation of the unit entitled to the office of director in accordance with the declarations of candidacy which the candidates have filed with the proper clerk.

(Added by Stats. 1953, Ch. 72.)

15958. If only one unit of unincorporated territory is contained in the district, it may be designated as "the unincorporated territorial unit."

(Added by Stats. 1953, Ch. 72.)

15959. If two or more units of unincorporated territory are contained in the district, they shall be numbered, named, and designated by the board of supervisors in charge of the election of the first board of directors, and subsequently from time to time by the board of directors of the district, as unincorporated territorial unit number one, number two, number three, and so forth, there being as many numbers as there are units in the district.

(Added by Stats. 1953, Ch. 72.)

15960. The board of supervisors shall number, name, and designate each territorial unit of the district by ordinance at a regular or special meeting after the formation of the district, and in time to permit publication and taking effect of the ordinance before the earliest time when nominating certificates and declarations of candidacy for the board of directors may be filed. The ordinance shall remain in force until the board of directors of the district, by ordinance, shall number, name, and designate the territorial units.

(Added by Stats. 1953, Ch. 72.)

15961. Designations of directors by name or number have no significance whatever after election and qualification of the directors or after appointment and qualification of a director appointed to fill a vacancy, but merely fix the designation and status of each such office as a separate office for the purpose of nomination and election thereto, or for filling a vacancy. Sections 15953 to 15960, inclusive, apply to the election of the first board of directors of the district, as well as to all elections of directors held by the district.

(Added by Stats. 1953, Ch. 72.)

15961.5. (a) Notwithstanding any other provision of the division, the candidates for director of any district that is wholly or partially within the County of Placer may be elected at large, by wards, or from wards upon adoption of a resolution or ordinance to that effect by the board of directors of the district, subject to approval of the board of supervisors, or as a part of a change of organization or a reorganization conducted pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code.

(b) A resolution or ordinance that divides a district into wards adopted pursuant to subdivision (a) shall describe the boundaries of the wards so that the wards shall be as nearly equal in population as may be.

(c) As used in this section:

(1) "By wards" means the election of members of the board of directors by voters of the ward alone.

(2) "From wards" means the election of members of the board of directors who are residents of the ward from which they are elected by the voters of the entire district.

(Amended by Stats. 2003, Ch. 296, Sec. 40. Effective January 1, 2004.)

15961.6. (a) Notwithstanding any other provision of this division, the candidates for director of any district that is wholly or partially within the County of San Diego may be elected at large or by subdistricts upon adoption of a resolution or ordinance to that effect by the board of directors of the district, subject to approval of the board of supervisors, or as a part of a change of organization or a reorganization conducted pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5 of the Government Code).

(b) A resolution or ordinance that divides a district into subdistricts adopted pursuant to subdivision (a) shall describe the boundaries of the subdistricts so that the subdistricts shall be as nearly equal in population as may be.

(c) As used in this section, "by subdistricts" means the election of members of the board of directors by voters of the subdistrict alone.

(Added by Stats. 2016, Ch. 168, Sec. 1. Effective August 22, 2016.)

15962. The population of each unit of unincorporated territory within the district shall be determined at the time of calling the election of the first board of directors by the board of supervisors calling the election and shall be stated in the ordinance calling the election and in the notice of the election. The determination shall continue in force until set aside by the board of directors of the district.

(Added by Stats. 1953, Ch. 72.)

15963. The board of directors shall determine the boundaries of each unit of unincorporated territory within the district pursuant to Chapter 8 (commencing with Section 22000) of Division 21 of the Elections Code.

(Amended by Stats. 1998, Ch. 435, Sec. 4. Effective January 1, 1999.)

15965. The election of directors shall be held in the unincorporated territory included within the district and shall be called by the board of supervisors of the county in which the district, or the greater part of its population, is situated, and shall be called, held, and conducted, the returns canvassed, and the result declared by the board of supervisors in the manner and form provided by law for special elections within the county.

(Added by Stats. 1953, Ch. 72.)

15966. (a) Not less than 30 days prior to the election, any five or more electors in the district may file with the board of directors a petition requesting that the names of certain persons specified in the petition be placed upon the ballot as candidates for the office of director at large.

(b) Not less than 30 days prior to the election, any five or more electors of a territorial unit may file with the board of directors a petition requesting that the name of a designated person specified in the petition be placed upon the ballot as candidate for the office of director from the territorial unit.

(Amended by Stats. 1953, Ch. 1196.)

15967. A certificate of election shall be issued by the board of supervisors to each person elected and declared elected.

(Added by Stats. 1953, Ch. 72.)

15968. Immediately after receiving his or her certificate of election and before assuming the duties of office, each director shall take and subscribe an official oath and file it in the office of the board.

(Amended by Stats. 1985, Ch. 617, Sec. 30.)

15969. All official oaths shall be in the form provided by law for official oaths of county officers.

(Amended by Stats. 1985, Ch. 617, Sec. 31.)

15970. If a person elected fails to qualify, the office shall be filled as if there were a vacancy in the office.

(Added by Stats. 1953, Ch. 72.)

15971. Elections of directors after election of the first board shall be called and held by the board of directors, and shall be called, held, and conducted, nominations for the office of director made, the returns canvassed, and the result declared by the board as provided in Article 6 of this chapter.

(Added by Stats. 1953, Ch. 72.)

15972. The board of directors of a district which lies entirely within one county may submit to the qualified electors, at a general election or a special election called for that purpose, a proposition to increase the number of directors from three to five. By initiative ordinance the electors of such a district may adopt legislation providing for the increase of the number of directors from three to five. The initiative proceedings shall be conducted in all respects as prescribed by general law for the initiative by electors of counties. If a majority of the electors voting at the election vote in favor of the proposition, the district shall have five directors elected at large.

(Added by Stats. 1953, Ch. 72.)

15973. Within 30 days after an increase in the number of directors has been authorized, the board of directors shall appoint two qualified electors of the district to serve as members of the board until the next biennial election, at which there shall be elected two directors in addition to the number previously authorized. After the directors elected at the biennial election have qualified, they shall meet and classify themselves so that one shall hold office for two years and the other for four years. Thereafter, there shall be elected at each biennial district election a number of directors, corresponding to the number whose terms expire, who shall hold office for four years.

(Added by Stats. 1953, Ch. 72.)

15973.1. (a) Notwithstanding Sections 15951, 15972, and 15973, the local agency formation commission, in approving either a consolidation of districts or the reorganization of two or more districts into a single public utility district may, pursuant to subdivisions (k) and (n) of Section 56886 of the Government Code, increase the number of directors to serve on the board of directors of the consolidated or reorganized district to 7, 9, or 11, who shall be members of the board of directors of the districts to be consolidated or reorganized as of the effective date of the consolidation or reorganization.

(b) Upon the expiration of the terms of the members of the board of directors of the consolidated district, or a district reorganized as described in subdivision (a), whose terms first expire

following the effective date of the consolidation or reorganization, the total number of members on the board of directors shall be reduced until the number equals the number of members permitted by the principal act of the consolidated or reorganized district, or any larger number as may be specified by the local agency formation commission in approving the consolidation or reorganization.

(c) In addition to the powers granted under Section 1780 of the Government Code, in the event of a vacancy on the board of directors of the consolidated district or a district reorganized as described in subdivision (a) at which time the total number of directors is greater than five, the board of directors may, by majority vote of the remaining members of the board, choose not to fill the vacancy. In that event, the total membership of the board of directors shall be reduced by one board member. Upon making the determination not to fill a vacancy, the board of directors shall notify the board of supervisors of its decision.

(d) For the purposes of this section the following terms have the following meanings:

(1) "Consolidation" means consolidation, as defined in Section 56030 of the Government Code.

(2) "District" or "special district" means district or special district, as defined in Section 56036 of the Government Code.

(3) "Reorganization" means reorganization, as defined in Section 56073 of the Government Code.

(Amended by Stats. 2006, Ch. 172, Sec. 15. Effective January 1, 2007.)

15974. Notwithstanding Section 15952 or any other provision of this division, each member of the board of directors of the Johnsville Public Utility District in Plumas County, whether elected or appointed, shall be either a voter of the district or an owner of land within the district.

(Added by Stats. 1973, Ch. 36.)

15975. (a) Notwithstanding any other provision of this division, candidates for director of the Georgetown Divide Public Utility District may be elected by wards upon adoption of a resolution or ordinance to this effect by the board of directors of the district dividing the district into wards and fixing the boundaries thereof, subject to approval of the board of supervisors. The boundaries shall be fixed such that the wards shall be as nearly equal in population as may be, and the board of supervisors shall approve the boundaries fixed by the board of directors if it so finds.

(b) Nomination papers may be circulated only within the ward from which the candidate is to be elected.

(c) The wards shall be reapportioned subject to the approval of the board of supervisors after each federal decennial census.

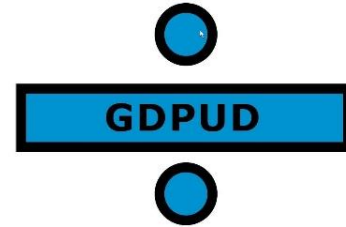
(Added by Stats. 1980, Ch. 63, Sec. 1.)

15976. Notwithstanding any provision of law, the Board of Directors of the Kirkwood Meadows Public Utility District shall consist of five members, elected at large. Each member of the board, including a member appointed to fill a vacancy, shall be a resident and qualified elector of the district.

If the Kirkwood Meadows Public Utility District is not incorporated on or before March 1, 1986, this section is repealed on that date.

(Amended by Stats. 1983, Ch. 733, Sec. 2. Note: Repeal condition failed; the district was incorporated on Dec. 4, 1984.)

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2017
AGENDA ITEM NO. 6G**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW STATUS OF EMERGENCY SITUATION AT AUBURN LAKE TRAILS WATER TREATMENT PLANT AND CONSIDER CONTINUATION OR TERMINATION OF THE FINDING OF AN EXISTING EMERGENCY SITUATION

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

On June 28, 2017, a filter under-drain at the Auburn Lake Trails Water Treatment Plant failed. The failure rendered the filter unable to produce treated water, thereby jeopardizing the health and safety of District customers. At an emergency meeting of the Board on June 29, 2017, the Board determined that an emergency situation existed pursuant to Government Code Section 54956.5, and in accordance with Public Contract Code Sections 20205.1 and 22050, the Board authorized the General Manager to execute a contract with ERS Industrial Services, Inc. and approve change orders up to a total contract amount of \$50,000.

DISCUSSION

The filter repair is substantially complete and the Auburn Lake Trails Water Treatment Plant was fully operational on July 5, 2017.

Public Contract Code Section 22050(c) requires the Board to review the emergency action at its next regularly scheduled meeting and either continue or terminate the emergency action.

Since the filter is repaired and fully operational, the emergency situation no longer exists.

FISCAL IMPACT

This emergency work was not budgeted and a budget amendment is required. Funds are available from unrestricted reserves, and a budget amendment is needed to appropriate \$50,000 from Fund 43 Capital Reserve to account 10-5300-5080. After this action, the Fund 43 Capital Reserve balance is projected to be \$101,547 on June 30, 2018.

Extra work was required by ERS, Inc. and the final cost of that extra work has not yet been calculated. If the cost of that extra work brings the total contract amount to more than

\$50,000, then the Board will need to take action to approve the change order and authorize an additional budget amendment at a future meeting.

CEQA ASSESSMENT

This project is Categorical Exempt, CEQA Guidelines Section 15301 (b) Existing facilities of both investor and publicly-owned utilities used to provide public utility services., (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety., (h) For maintenance of water supply reservoirs.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution terminating the emergency and authorizing a budget amendment appropriating \$50,000 from Fund 43 Capital Reserve to account 10-5300-5080.

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2017-14

**OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**TERMINATING THE EMERGENCY SITUATION RELATED TO THE REPAIR OF
A FILTER VESSEL AT THE AUBURN LAKE TRAILS WATER TREATMENT
PLANT AND AUTHORIZING A BUDGET AMENDMENT OF \$50,000**

WHEREAS, on June 28, 2017, a filter under-drain at the Auburn Lake Trails Water Treatment Plant failed. The failure rendered the filter unable to produce treated water, thereby jeopardizing the health and safety of District customers; and

WHEREAS, at an emergency meeting of the Board on June 29, 2017, the Board determined that an emergency situation existed pursuant to Government Code Section 54956.5; and

WHEREAS, at that emergency meeting and in accordance with Public Contract Code Sections 20205.1 and 22050, the Board authorized the General Manager to execute a contract with ERS Industrial Services, Inc. and approve change orders up to a total contract amount of \$50,000; and

WHEREAS, the filter repair is substantially complete and the Auburn Lake Trails Water Treatment Plant was fully operational on July 5, 2017; and

WHEREAS, these emergency repairs are not included in the District's operating budget.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The existing emergency situation related to the filter vessel at Auburn Lake Trails Water Treatment Plant no longer exists and is terminated.
2. A budget amendment authorizing transfer of \$50,000 from Fund 43 Capital Reserve to account 10-5300-5080 to fund the emergency repairs is approved.

PASSED AND ADOPTED on this 11th day of July, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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

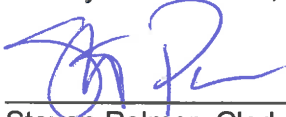
ATTEST:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2017-14 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 11^h day of July 2017.



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