

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

TUESDAY, AUGUST 13, 2019
2:00 P.M.

MISSION STATEMENT

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

- Provide reliable water supplies
 - Ensure high quality drinking water
 - Promote stewardship to protect community resources, public health, and quality of life
 - Provide excellent and responsive customer services through dedicated and valued staff
 - Ensure fiscal responsibility and accountability are observed by balancing immediate and long-term needs.
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Out of respect for the meeting and others in attendance, please turn off all cell phones or put in the silent mode.

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

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

The Board President is responsible for maintaining an orderly meeting.

- 1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
- 2. ADOPTION OF AGENDA**
- 3. PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)**
- 4. PROCLAMATIONS AND PRESENTATIONS**
 - A. Emergency Preparedness Presentation by Local Fire Agency**

5. CONSENT CALENDAR – Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

A. Approval of Minutes

1. Regular Meeting of May 14, 2019
2. Special Meeting of July 11, 2019

B. Financial Reports

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

C. Adopt Resolution Recognizing Rick Gillespie for His Service and Accept His Resignation from the Finance Committee

Possible Board Action: Adopt Resolution 2019-43.

D. Adopt Resolution Accepting Garden Park Tank Recoating Project as Complete

Possible Board Action: Adopt Resolution 2019-46.

E. Approve Extension to the Agreement with PACE Supply for Supplies and Materials for FY19/20 in the Amount of \$65,000

Possible Board Action: Adopt Resolution 2019-47.

6. INFORMATIONAL ITEMS

A. Board Reports

B. General Manager's Report

C. Operation Manager's Report

D. ALT Treatment Plant Update

E. Finance Committee Report

7. NEW BUSINESS

A. Budget Increase in the Amount of \$20,780 to Fund New State of California Water Testing Requirements

Possible Board Action: Adopt Resolution 2019-48.

B. Approve Project Plans and Specifications and Authorize Bid for 2018 Main Canal Reliability Project

Possible Board Action: Adopt Resolution 2019-49.

C. Adopt an Ordinance Certifying Annual Direct Charges, Fees, and Assessments

Possible Board Action: Second reading and adopt Ordinance 2019-01.

D. Consider Joining Coalition for Fire Protection

Possible Board Action: Adopt Resolution 2019-50.

E. Adopt New Board Policies Required for Special District Leadership Foundation Transparency Certificate – Brown Act Compliance, Board Meeting Conduct, and Rules of Order for Conduct of Board and Committee Meetings

Possible Board Action: Adopt Resolution 2019-51.

F. Consider Adopting a Board Policy Regarding Director Reports

Possible Board Action: Review and provide direction

G. Review of Planned Finance Committee Items for Fiscal Year 2019-2020

Possible Board Action: Review and provide direction

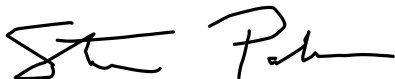
H. Review of Process for General Manager Annual Performance Evaluation

Possible Board Action: Review and provide direction

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

9. NEXT MEETING DATE AND ADJOURNMENT – The next Regular Meeting will be on September 10, 2019, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, California 95634.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on August 9, 2019.



Steven Palmer, PE, General Manager

August 8, 2019

Date

AGENDA ITEM 5.A.1

CONFORMED AGENDA – REVISED

REGULAR MEETING

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

**TUESDAY, MAY 14, 2019
2:00 P.M.**

MISSION STATEMENT

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-

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6. Disruptive conduct shall not be permitted.
7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

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

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

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

Staff present: General Manager Steven Palmer, Operations Manager Darrell Creeks, Management Analyst Christina Cross, Board Assistant Diana Michaelson. Legal Counsel: Barbara Brenner, Churchwell White, LLP.

The Pledge of Allegiance was led by Director Souza.

2. ADOPTION OF AGENDA

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

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

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

Stephen Dowd spoke regarding rates.

Cherie Carlyon spoke regarding information not received and Public Records Act requests.

Director Souza requested that the Board operate under Roberts Rules of Order.

4. PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations.

5. CONSENT CALENDAR – Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

Director Wadle requested that Item 5.D. be pulled at the request of Staff.

Director Garcia requested that Items 5.A.4. and 5.C. be pulled.

Motion by Director Saunders to adopt the Consent Calendar as revised. Second by Director Garcia.

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

A. Approval of Minutes

Items 5.A.1, 5.A.2, and 5.A.3 approved on Consent.

1. Special Meeting of February 16, 2019
2. Regular Meeting of March 12, 2019
3. Special Meeting of April 9, 2019
4. Regular Meeting of April 9, 2019

Director Garcia pointed out a typo on Page 3 of the April 9, 2019 Minutes: Fund 49 should be Fund 40.

***Motion by Director Saunders to approve Item 5.A.4. as corrected.
Second by Director Garcia.***

Public Comment: There was no public comment.

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

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

The motion passed unanimously.

B. Financial Reports

Items 5.B.1, and 5.B.2, approved on Consent.

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

C. Consideration of Director Wadle's Request to Attend GFOA Training

Possible Board Action: Adopt Resolution 2019-23.

Board Assistant Diana Michaelson presented the report.

Director Wadle stated that he will not be submitting for mileage and lunch.

Director Garcia stated that she would also like to attend this conference and would like to attend both days and would not be submitting for mileage or lunch reimbursement.

Motion by Director Halpin to adopt Resolution 2019-23 as amended to include Director Garcia's attendance at both sessions. Second by Director Saunders.

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

D. Setting a Date for a Public Hearing to Establish the Proposition 4 Appropriations Limit for the 2019-2020 Fiscal Year

Possible Board Action: Adopt Resolution 2019-33.

General Manager Steven Palmer presented the report. He noted that the Resolution has the wrong date for the hearing. The correct date should be June 4, 2019.

Motion by Director Halpin to adopt Resolution 2019-33 as amended. Second by Director Saunders.

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

6. INFORMATIONAL ITEMS

A. Board Reports

Director Garcia reported that the "town hall" meeting that she and Director Saunders had previously scheduled for May was canceled.

Director Saunders reported that the Finance Committee held two productive meetings. He then reported on the ACWA Spring Conference and JPIA meeting that he had recently attended. He provided a handout which is included as Attachment 1 to these Minutes.

Director Wadle mentioned the CSDA Take Action Brief that he provided in the Agenda Packet. He then reported that he recently attended the El Dorado Agricultural Roundtable Dinner. He and Director Garcia attended the Georgetown Divide Recreation District annual volunteer recognition dinner.

B. General Manager's Report

Mr. Palmer gave an update on the status of the Capital Replacement Program review. He reported on the ACWA Spring Conference as well as the ACWA Region 3 Board meeting that he participated in.

C. Operation Manager's Report

Operations Manager Darrell Creeks reported that operations are going well, and irrigation water started on May 1.

Water Resources Manager Adam Brown presented the Zone report, noting no spills and nothing out of the ordinary.

Director Garcia requested that hours for staff field activities in the Zone be added to the monthly report.

D. ALT Treatment Plant Update

Engineering Consultant George Sanders gave a status report of work done at the plant in April and provided a slide show of photos. He reported on the status of the latest payments from the State Water Board.

Director Garcia asked if there was an update on the damaged filters issue. Mr. Sanders stated that there was no update at this time.

Director Wadle asked if there was an update on the estimated completion date. Mr. Sanders said that substantial completion is still expected in early to mid-June.

7. NEW BUSINESS

A. Approval of Amendment No. 2 to Professional Services Agreement with NEXGEN in the Amount of \$66,800

Possible Board Action: Adopt Resolution 2019-34.

Mr. Sanders presented the report.

Motion by Director Halpin to adopt Resolution 2019-34. Second by Director Garcia.

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

B. Approval of Tractor Loader Purchase in an Amount Not to Exceed \$100,000

Possible Board Action: Adopt Resolution 2019-35.

Mr. Creeks presented the report.

There was some discussion regarding the pros and cons of rental equipment versus lease versus new.

Motion by Director Souza to adopt Resolution 2019-35. Second by Director Garcia.

Public Comment: *Steve Miller and Ms. Carlyon had comments.*

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

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

The motion passed unanimously.

C. Approval of Professional Services Agreement for Accounting Software with Tyler Technologies in an Amount Not to Exceed \$131,000

Possible Board Action: Adopt Resolution 2019-36.

Management Analyst Christina Cross presented the report.

Mr. Miller, representing the Finance Committee, had some comments.

Cody Gunstenson of Tyler Technologies addressed questions presented by the Board.

Motion by Director Halpin to adopt Resolution 2019-36. Second by Director Souza.

Public Comment: Ms. Carlyon and Mr. Miller had comments.

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

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

The motion passed unanimously.

D. Adoption of Updated Wastewater Rates and Fees

Possible Board Action: Adopt Resolution 2019-37.

Mr. Brown presented the report.

Catherine Hansford, of Hansford Economic Consulting, presented the Cost of Service and Rate Design final report for the Auburn Lake Trails Wastewater Management.

During the presentation Director Wadle temporarily passed the gavel to Director Halpin.

At the conclusion of Ms. Hansford's presentation, the Board discussed the report.

Public Comment: Mr. Miller, Mitch MacDonald, Phyllis Polito, and Ms. Carlyon had comments.

Motion by Director Wadle to adopt Resolution 2019-37 as outlined in the Staff Report. Second by Director Souza.

Director Saunders then requested to amend the motion to include a public workshop with the full Board. Discussion followed. The amendment died for lack of a second.

Director Wadle amended his motion to include direction to staff to send a flyer to ALT customers about the rate change. Second by Director Souza.

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

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

The motion passed unanimously.

The gavel was then returned to Director Wadle.

E. Review Draft FY 2019/2020 Operating Budget

Possible Board Action: Review and Provide Direction to Staff.

Mr. Palmer presented the draft budget. He reported that the Finance Committee had looked at the draft budget and made two recommendations: 1) increase water sales revenue from \$2.7 to \$2.9 million and 2) increase by \$500,000 the transfer from General Fund to Capital Reserves.

Not included in the draft presented to the Finance Committee is \$20,000 for consultant services and software to begin asset management program implementation. This was included in the FY 2018/19 budget, but work is not anticipated to start until the new fiscal year. Staff recommended adding \$20,000 to the FY 2019/20 budget for the same purpose.

Director Wadle suggested paying the PERS contribution annually in advance to avoid paying the interest that is charge when paying monthly installments.

Director Saunders recommended that whenever there is a surplus in the end of year budget, the District use the surplus to pay down the PERS unfunded liability.

The Board directed Staff to make the recommended changes and bring the final budget back for adoption next month.

F. Review Draft 5-Year Capital Improvement Plan

Possible Board Action: Review and Provide Direction to Staff.

Before presenting the draft 5-year Capital Improvement Plan, Mr. Palmer noted that the CIP is not a budget and does not appropriate funds, it is simply a planning tool that supports appropriations that are made through adoption of the budget.

The plan was previously presented to the Finance Committee, which had three recommendations: 1) move forward by one year the Upcountry Ditch Rehabilitation project to the 2019/20 fiscal year, 2) delay by one year the North Fork American River Pumping Plant Evaluation project to the 2020/21 fiscal year, and 3) move forward by one year the Meter Replacement project to the 2019/20 fiscal year.

Director Garcia asked about a discrepancy between the \$48,500 the Engineering Evaluation of CDS Field and the \$45,000 System Rehabilitation and Improvements (CDS) in the Hansford rate study report. Mr. Palmer said the \$45,000 is the correct amount.

There was some discussion. Director Wadle said he agreed with the first two recommendations of the Finance Committee but wished to leave the Meter Replacement project the 2020/21 fiscal year.

Mr. Palmer said he would update the CIP with the first two recommendations and make the correction as noted above before bringing the final plan back for approval next month.

G. Consider Moving the regular June Meeting from June 11 to June 4 and Rescheduling the Regular July Meeting

Possible Board Action: Schedule the regular June and July meetings.

The Board asked Staff to reschedule the June meeting to June 4 and the July meeting to July 11 due to schedule conflicts.

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

Director Saunders requested an agenda item for the next meeting to establish a subcommittee for emergency disaster preparedness and to include “personnel policy” at a future meeting.

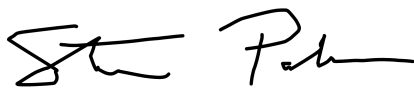
Director Garcia provided a written list (Attachment 2) of the topics she wished to be added to the June 4 Board meeting. She also mentioned that later in the month she would be attending a training class that would be talking about cannabis issues.

Director Wadle requested that “investment policy” be included in a future meeting.

9. NEXT MEETING DATE AND ADJOURNMENT – The next Regular Meeting will be on June 4, 2019, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, California 95634.

The meeting adjourned at 7:00 P.M.

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Steven Palmer, PE, General Manager

August 5, 2019

Date

AGENDA ITEM 5.A.1.

May 14, 2019 Regular Meeting Minutes

Attachment 1

Director Saunders' Report

ACWA 2019 Spring Conference

Director Saunders' Report

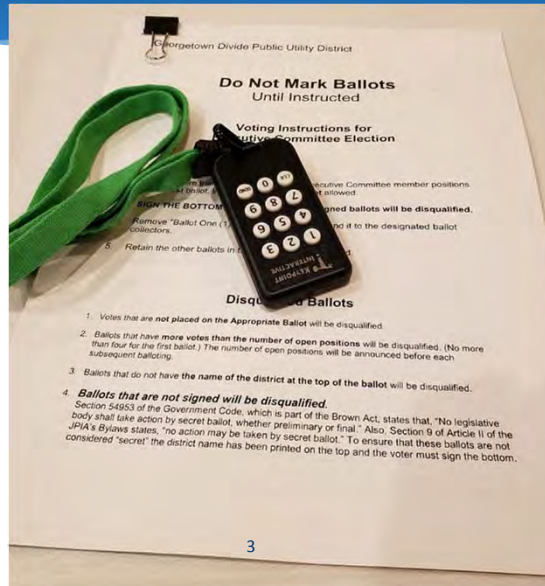
1

ACWA/JPIA

- Partnership of Water Agencies
 - Managed by its members
- Liability, Property, Employee Benefits, Workers Comp

2

ACWA/JPIA



Sexual Harassment Prevention

Risk Mitigation

Board

- Knowledge of personnel policy
- Review policy annually

Staff

- Completing personnel policy

5

Millimeters of Potential Rainfall
0 10 20 30 40 50 60 70

Climate Forecasting

6

Climate Forecasting

Public

- Following these events can plan for the summer season

Board/Staff

- Opportunities to collaborate with other agencies
- Updating control policies for Reservoir
- Creating policies and procedures to capture overflow release

7

Climate Forecasting





Region 3 Fire Infrastructure

9

Legislative Round-Up

Handout for Board Members

10

Urban Water Conservation Systems

Urban Water Management Plan - Passed 2018

- Water Use Efficiency
- Drought Resiliency
- Agricultural Use Efficiency

11

Urban Water Conservation Systems

Reporting

Annual Water Audit
June 2022 - Electronic Annual Report

12

Urban Water Conservation Systems

- Indoor Residential Standard
 - Outdoor Standard
- Commercial/Industrial/Irrigation Standards

Google Earth imagery
Irrigable areas

13

Climate Forecasting

Public

- Use water efficiently/mindful of waste
- Households not regulated individually

14

Climate Forecasting

Staff

- Providing accurate information
- Ability to measure water between areas
- Measuring amount released for overflows
- Irrigation
- Operations report Monthly Production, Supply/Demand, %Loss
- Commercial category

15

Climate Forecasting

Board

- Projects that will allow measuring
- Mitigation of water loss
- Recapture of spill releases
- Recapture/reuse from end of line irrigation

16

Thank You



17

AGENDA ITEM 5.A.1.

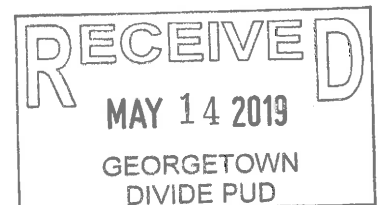
May 14, 2019 Regular Meeting Minutes

Attachment 2

Director Garcia Document

Cindy Garcia - requests the following topics be added to the June 4, 2019 BOD meeting agenda:

1. **Revision of Board Policy 4040 – Duties of Board President.** Board Chair still controls what topics appear on the meeting agendas and those of us who have pressing issues are seemingly still ignored.
2. **Finance Committee** - adding and removing volunteers; roles and responsibilities; revising the current resolution; and developing appointment and resignation processes.
3. **Irrigation Ordinance** - findings from multiple workshops; addressing customer concerns; irrigation ordinance revisions; and next steps in developing final irrigation ordinance.
4. **Inactive Meter Policy** – evaluating customer needs and costs; district’s costs; and next steps in developing a draft inactive meter policy for the Board of Director’s review.
5. **Assessment District Closeout Reserve Fund Review** - review transfer tracking and discuss “capped” amounts for those reserve fund(s) (should be Capital Reserve Fund 43) receiving monies from the closed Community Service District fund transfers, and develop an annual review process by the Finance Committee.



AGENDA ITEM 5.A.22

CONFORMED AGENDA

SPECIAL MEETING

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

TUESDAY, JULY 11, 2019
2:00 P.M.

*Director David Halpin will participate in this meeting from a satellite location via telephone. The Public may participate in all Open Session portions of this meeting from this location. The specifics of his location, while participating in the meeting, are as follows:
200 Marina Blvd., Berkeley, California 94710*

Note: This meeting is being held in lieu of the July 9, 2019 Regular Board Meeting

MISSION STATEMENT

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7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

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

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

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

Directors absent: David Halpin.

Staff present: General Manager Steven Palmer, Management Analyst Christina Cross, Board Assistant Diana Michaelson. Legal Counsel: Barbara Brenner, Churchwell White, LLP.

The Pledge of Allegiance was led by Director Saunders.

2. ADOPTION OF AGENDA

Motion by Director Souza to adopt the agenda.

Motion died for lack of a second.

Director Saunders requested to remove Item 7.G. from the agenda.

Motion by Director Garcia to remove Item 7.G. to the next Regular Board Meeting and adopt the agenda as revised. Second by Director Souza.

Public Comment: There was no public comment.

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

***Garcia: Aye
Saunders: Aye
Souza: Aye
Wadle: Aye***

The motion passed unanimously.

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

Stephen Dowd spoke regarding rates and the proposed engineering audit. He provided a handout which he requested to be made part of these Minutes. (See Attachment 1.)

Carolyn O’Conner spoke regarding Directors Garcia and Saunders. She provided a handout which he requested to be made part of these Minutes. (See Attachment 2.)

Sarah Beaver spoke regarding a ditch water valve. She played a recording of the sound the valve makes. The General Manager said he would follow up.

4. PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations.

5. CONSENT CALENDAR – Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

Director Saunders requested to pull Item 5.A.1. and Director Garcia requested to pull 5.C. from Consent.

Motion by Director Saunders to adopt the Consent Calendar as revised. Second by Director Garcia.

Public Comment: There was no public comment.

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

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

The motion passed unanimously.

A. Approval of Minutes

1. Regular Meeting of May 14, 2019

Director Saunders asked that Item 7.D. include his amended motion to include a public workshop with the full Board at ALT. There was some discussion and agreement to approve the May 14, 2019 Minutes with the correction as noted.

Motion by Director Saunders to approve Item 5.A.1. as corrected. Second by Director Garcia.

Public Comment: There was no public comment.

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

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

The motion passed unanimously.

2. Special Meeting of June 4, 2019

Approved on Consent.

B. Financial Reports

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

Approved on Consent.

C. Third Quarter Budget Comparison

Possible Board Action: Receive and file.

Director Garcia asked for clarification on the percentages listed on Attachment 1 to Item 5C and questioned if they were interest rates on Funds 10 and 40. Management Analyst Christina Cross explained that they are percentage of budget and not interest rate percentages.

Director Saunders questioned why overtime for supply and wastewater expenses are higher than planned. Management Analyst Cross explained that this is the result of a wet winter, power outages, extra backwashing required at the existing (old) Auburn Lake Trails Water Treatment Plan. Director Saunders also questioned why utilities are higher than planned. Management Analyst Cross reported that this most likely due to Pacific Gas & Electric rate increases. Director Saunders inquired if it could be the result of construction operations at the new Auburn Lake Trails Water Treatment, and Management Analyst Cross responded that is a possibility.

Cherie Carlyon spoke regarding the amount budgeted for utilities.

Motion by Director Saunders to Receive and File the 3rd Quarter Report. Second by Director Garcia.

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

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

The motion passed unanimously.

6. INFORMATIONAL ITEMS

A. Board Reports

Director Saunders reported that he attended the California United Water Conference with Directors Wadle and Souza and General Manager Palmer; and also attended the California Special Districts Leadership Conference with Director Garcia. He reported, as Treasurer for the Board, that the Finance Committee did not meet in June and requested that the Board Meeting Agendas include a standing item for the Finance Committee to report under Informational Items. Director Saunders continued his report stating that he recommended an executive dashboard for financial reporting to be part of the new accounting software. Staff responded that this would be reviewed and considered as part of the implementation for the new accounting software; the Board and the Finance Committee will have input into the implementation process. Director Saunders also attended the 4th of July Parade in Garden Valley.

Director Garcia requested a list of all the memberships that GDPUD is on. General Manager Palmer said he would email a list to her. Director Garcia also submitted a list of items she would like to have included on future agendas. (See Attachment 3.) She then asked for a status regarding the RFP for the independent evaluation of the capital replacement program. Continuing, she reported that she attended the CSD Leadership Conference, noting that there were two tracks, one for new members and one for returning members. She found the conference very beneficial.

Director Wadle reported that he also attended the water conference and met with some legislators. He expressed an interest in having GDPUD take part in the annual 4th of July Parade with one of the District's trucks and some staff.

Director Garcia added that she and Director Saunders will be conducting a Town Hall in August or September and would follow with quarterly meetings and a monthly newsletter on Facebook, which would include answers to outstanding questions.

B. General Manager's Report

General Manager Palmer reported on the items in the written report, including the RFP for the independent evaluation of the capital replacement program as requested by Director Garcia in her Director report Item 6.A.

C. Operation Manager's Report

In the absence of Operations Manager Darrell Creeks, General Manager Palmer reported on the items in the written Operations Manager report. General Manager Palmer pointed out that the wastewater operations report now includes a breakdown of staff time spent per task as has been requested in the past by Director Garcia. Director Garcia had additional questions and requested additional changes to the wastewater operations report.

D. ALT Treatment Plant Update

Engineering Consultant George Sanders gave a status report of work done at the plant in June and provided a slide show of photos. He reported on the status of the latest payments from the State Water Board.

7. NEW BUSINESS

A. Recognize Rick Gillespie for His Service and Accept His Resignation from the Finance Committee

Possible Board Action: Adopt Resolution 2019-43.

Board President Wadle presented Rick Gillespie with a proclamation. All Directors expressed their gratitude for Rick's service to the District. Rick expressed his appreciation to the Board, the Finance Committee Members, and Staff. The Board did not act on the resolution.

B. Consider Irrigation Customer Jill Wyatt Request for Change of Flow

Possible Board Action: Consider request and make determination.

General Manager Palmer presented the staff report. Customer Jill Wyatt made her request to the Board to reduce service from 2-inch to 1-inch.

Public Comment: Support of the request.

Motion by Director Souza to approve the requested change from 2-inch to 1-inch service with rates retroactive to May 1, 2019, and to charge the customer up to \$90 for the District cost to change the service. **Second by Director Garcia with clarification that it is retroactive to May 1, 2019.**

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

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

The motion passed 4-0.

C. Consider Irrigation Customer Wesley Mize Request for Change of Flow

Possible Board Action: Consider request and make determination.

General Manager Palmer presented the staff report. Customer Wesley Mize made his request to the Board to reduce service from 1-inch to 0-inch to the beginning of the season on May 1, 2019.

Director Saunders inquired if the previous owner paid for the February irrigation water bill. Management Analyst Cross responded that there were no charges in February since irrigation season runs from May 1 through September. President Wadle asked and Analyst Cross confirmed that there is no charge for the District Staff to lock off the service as resulting from this request.

Public Comment: None.

Director Garcia asked if there would be a charge to lock off the service. Analyst Cross confirmed that there is no charge for the District Staff to lock off the service as resulting from this request.

Motion by Director Garcia to approve the requested change from 1-inch to 0-inch service with rates retroactive to May 1, 2019, and no charge the customer for the District to lock off the service. **Second by Director Saunders.**

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

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

The motion passed 4-0.

D. Approve Project Plans and Specifications and Authorize Bid for 2018 Treated Water Line Replacement

Possible Board Action: Adopt Resolution 2019-44.

General Manager Palmer presented the staff report.

Director Garcia asked about project phasing and timing. General Manager Palmer reported that the contract documents do not specify phasing for the contractor. The contractor may proceed as they see fit. Director Garcia asked about public notification. General Manager Palmer reported that there would be additional notices to the adjacent property owners.

Motion by Director Garcia to adopt the staff recommendation. **Second by Director Souza.**

Public Comment: Cherie Carlyon raised questions about homeowner access. Steve Miller asked how many customers would be impacted. Staff responded that less than two dozen customers would be impacted.

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

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

The motion passed 4-0.

E. Consider Revised Legislative Policy

Possible Board Action: Adopt Resolution 2019-45.

General Manager Palmer presented the staff report.

Director Saunders requested that the revised policy be modified to state that the legislative liaison will be selected by the Board during the annual Board organization meeting. Director Saunders also requested that Board Policy 5010 be revised to add the legislative liaison to the list of Board officers. Legal Counsel advised that the legislative liaison does not meet the legal definition of a Board officer and should not be added to Board Policy 5010.

Director Garcia requested that the last few paragraphs dealing with campaigns for public office be deleted from the Legislative Policy because they do not deal with the legislative liaison's duties. General Manager Palmer explained that this is needed because the policy addresses how the Board deals with legislation and is not limited to defining the role of the liaison. General Manager and Legal Counsel stated that legally the Board cannot take a position on campaigns for public office, such as County Supervisor. President Wadle also stated that this language is the same as language in the California Special District Association model legislative policy.

Motion by Director Saunders to adopt the policy as presented with the change to add that the liaison will be selected by the Board at the annual organizational meeting. **Second by Director Garcia.**

Public Comment: None

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

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

The motion passed 4-0.

F. Approve Amendment No. 3 to Professional Services Agreement with NEXGEN in the Amount of \$24,480

Possible Board Action: Adopt Resolution 2019-46.

Engineering Consultant Sanders presented the staff report.

Director Saunders asked if this amendment would be the last for NEXGEN. Mr. Sanders stated that it was based on finishing in July or August.

Director Garcia asked if Mr. Sanders could finish the project without NEXGEN. Mr. Sanders responded that he would not recommend that approach, and strongly recommended allowing NEXGEN to finish their contracted work for construction management. Legal Counsel also advised the Board to allow NEXGEN to stay on until the Project is complete. Director Garcia asked some questions about invoices, paid to date, and amount of amendment. Mr. Sanders responded and restated the amount listed in the staff report is required. Director Garcia asked if this amendment would be the last for NEXGEN. Mr. Sanders stated that he cannot guarantee that additional amendments would not be required.

Motion by Director Garcia to adopt the staff recommendation. Second by Director Souza.

Public Comment: None

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

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

The motion passed 4-0.

8. PUBLIC HEARINGS

A. An Ordinance Certifying Annual Direct Charges – Fees and Assessments

Possible Board Action: Hold Public Hearing and Adopt Ordinance 2019-01 levying annual assessments and tax liens for unpaid charges.

Management Analyst Cross presented the staff report.

Director Saunders asked if any of the delinquent accounts have inactive meters. Analyst Cross responded affirmatively.

Director Garcia asked how staff attempted to contact delinquent account holders. Analyst Cross reported that they receive a late notice in their billing, and staff made two phone calls to the number on file. Director Garcia asked whether the District has a policy regarding delinquency notifications. Legal counsel responded that the District staff follows the process outlined in state law and has gone beyond the legal requirements.

President Wadle opened the public hearing. There was no public comment. President Wadle closed the public hearing.

9. BOARD MEMBER REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF

Director Garcia stated she already turned in a list. Director Garcia went on to ask for Board agenda item about emergency preparedness to coordinate with first responders in the event of a power shut off and commented about backup generators at the water treatment plants. In response to Director Garcia's comment, General Manager Palmer stated that both water treatment plants have emergency backup generators with fuel and will produce water during a power shut off. General Manager Palmer went on to explain that the office does not have an emergency generator, and a few small pump stations serving approximately thirty connections do not have emergency generators.

Director Saunders requested a standing item for Finance Committee report. Director Saunders requested clarification on creating the Finance Committee agenda. The General Manager responded that the agenda is driven by staff and items that require Finance Committee input as specified in the Board resolution. The General Manager stated that any items outside that scope must be assigned by the Board during a properly agendized Board meeting. There was discussion involving Legal Counsel regarding the difference between this volunteer Finance Committee and a Board Finance Committee made of Directors. Director Saunders went on to ask for Board agenda item about an emergency preparedness Board subcommittee. Director Saunders also asked for a Board items on the irrigation ordinance and administrative policies; and reported that he was selected as an alternate representative to LAFCO.

President Wadle reported that the State budget passed without a water tax.

10. NEXT MEETING DATE AND ADJOURNMENT – The next Regular Meeting will be on August 13, 2019, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, California 95634.

President Wadle adjourned the meeting at 4:22 pm.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the

District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on July 5, 2019.

Steven Palmer, PE, General Manager

Date

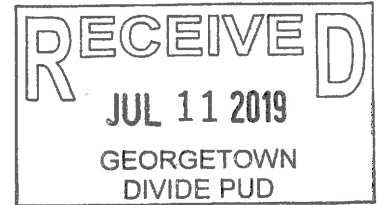
AGENDA ITEM 5.A.2.

July 14, 2019 Meeting Minutes

Attachment 1

Communication from Stephen Dowd

7/11/2019



GDPUD Board Meeting

Stephen Dowd

Directors, GM, Council, OM, Staff and The People

Well here we are on July the 11th and what has been done about solving the Rate Freeze and fixing this massive Rate increase that has been put upon the Rate Payers

Months ago. You were going to look into doing a Focused Audit. The GM proposed an Engineering Audit. Well where are we on this six months later?

Was this just Smoke and Mirrors to appease both sides of the argument?

All I can say is You all need to get together on this Now and come up with a Rate that all the Rate Payers and the Voting Public will agree to and like.

Don't forget the 2020 elections are coming up fast in a little over a year and I along with many others will not let the People Forget What Has Been Done Here!

AGENDA ITEM 5.A.2.

July 14, 2019 Meeting Minutes

Attachment 2

Statement from Carolyn O'Conner

I want to make a public statement regarding the ongoing vendetta against board members Cindy Garcia and Michael Saunders.

With revelations coming to light during and subsequent to last November's elections re: the rate increase, they garnered a majority of votes from residents who wanted those situations corrected.

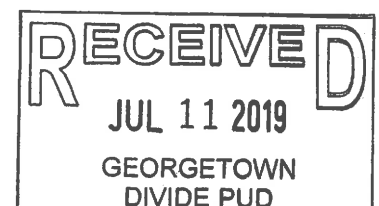
Their request in February to put the new rate increase on hold until December 2019 so that a full and complete focused audit could be done was passed despite Mr. Wadle's "no" vote.

The district still has not secured a contract for an engineering firm to evaluate capital replacement cost that Mr. Palmer wanted.

Ever since they were seated, Board members Garcia and Saunders have experienced nothing but stonewalling and outright subterfuge directed at them because of their efforts to bring transparency to this agency.

They are being stalled at every turn in their attempts to get answers regarding the problems that have been identified at GDPUD. One of which is the spending that is going on at breakneck speed.

I am calling out Steve Palmer, GM, Dane Wadle, Board President and Barbara Brenner, legal counsel for these acts of stalling and outright antagonism. These tactics are making it impossible to get to the truth about the lack of financial accountability of this agency and the way some of the board conduct themselves.

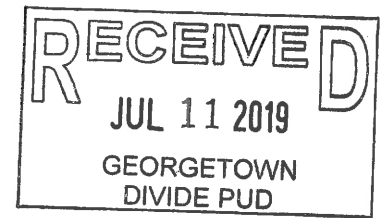


AGENDA ITEM 5.A.2.

July 14, 2019 Meeting Minutes

Attachment 3

Director Garcia Document



Regular Board Meeting -

8. Board Member Discussions -

I request the following topics be added to the August 11, 2019 BOD meeting agenda:

1. **Emergency Preparedness and Response Plans** – Discuss developing coordinated emergency efforts with other first responding agencies, and discuss sharing GDPUD's facility plans and resource locations for use in emergencies.
2. **Revision of Board Policy 4040 – Duties of Board President.** Board Chair still controls what topics appear on the meeting agendas and those of us who have pressing issues are seemingly still ignored.
3. **Finance Committee** - adding and removing volunteers; roles and responsibilities; revising the current resolution; and developing an appointment process.
4. **Irrigation Ordinance** - findings from multiple workshops; addressing customer concerns; irrigation ordinance revisions; and next steps in developing final irrigation ordinance.
5. **Inactive Meter Policy** – evaluating customer needs and costs; district's costs; and next steps in developing a draft inactive meter policy for the Board of Director's review.
6. **Assessment District Closeout Reserve Fund Review** - review transfer tracking and discuss "capped" amounts for those reserve fund(s) (should be Capital Reserve Fund 43) receiving monies from the closed Community Service District fund transfers, and develop an annual review process by the Finance Committee.
7. **ALT Zone cost of service calculations and returning overcharged amounts to customers** – Review Catherine Hansford's calculations, discuss having another workshop with customers to explain the flyer they received, and discuss returning monies to customer's who have been charged more than the cost of service per their lot type.

AGENDA ITEM 5.A.2.

July 14, 2019 Meeting Minutes

Attachment 4

Correspondence from Jill Wyatt

7/9/19

To: GDPUD Board of Directors

R/E: Jill Wyatt

Irrigation account WYA0002

This is to request my irrigation allotment for the 2019 season to be reduced from the 2 miners inches now being received down to 1 miners inch please. Before the season began I called the office and spoke with Mindy. I asked that if I needed to make changes to reduce my allotment, due to financial hardship, after I turned in the paperwork, if that could happen. I was told I could make changes at any time. When I called back to actually try to make such changes I was told that no changes could be made. I was told I was given incorrect information by a temp employee (who seemed to be there for some time, I spoke with her on multiple occasions). I feel this should not be something that the customer (of 27 years) should have to bear responsibility for. I asked.

** Also, 300 insurance & very taken away from my income
by Liberty Mutual*

I've tried to hold onto my 2 miners inches of water as I feel it's important to the value of my property. I also have a dream of doing small scale farming. I'm fairly newly disabled, on a very low fixed income, struggling to survive and this rate increase is just too much for me. I'm asking for the change to begin back to May 1st 2019 when the 2019 season began. Please help me. I cannot pay for this. I spoke with the manager who told me he could not authorize this change, it needed to go to the board, after being told the manager had to take care of this. He suggested the hardship agreement, which was helpful for the first payment, but I cannot pay for this exorbitant amount. Please help me.

Thank you for your consideration,

Jill Wyatt

AGENDA ITEM 5.A.2.

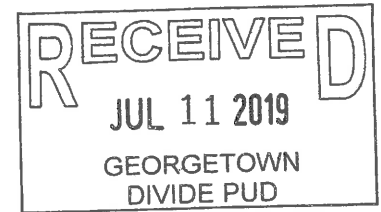
July 14, 2019 Meeting Minutes

Attachment 5

Document from Wesley Mize

RE: Wesley Mize, GDPUD Agenda Item 7.C.

July 11, 2019



This includes conversations with my Escrow Officer Liz Tholen prior to my purchase of 4071 Greenwood Rd., Garden Valley. Please refer to Page 3 of 9 when GDPUD staff began researching my claim that I did not order nor know about "ditch water" service along with the findings Tholen provided to your staff and to me.

-February 20th (prior to my purchase of the property) through July 1



Sarah Beaver <albeedarnit@gmail.com>

FW: 9071900196 4071 Greenwood

1 message

Tholen, Liz <ltholen2@fnf.com>
To: Sarah Beaver <albeedarnit@gmail.com>

Mon, Jul 1, 2019 at 7:49 AM

see below

Liz Tholen
Branch Manager | Escrow Officer



3905 Park Drive, Suite 110 | El Dorado Hills, CA 95762
O: (916) 939-7640 | F: (916) 941-6986 | LTholen2@fnf.com

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*If you feel I'm doing a good job, please
endorse me below on: Reach150*

<http://reach150.com/fidelity-national-title-el-dorado-hills/review/10552/liz-tholen>

****Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.****

Click Here for Online Fees 24/7



**SPECIAL NOTICE:
Effective January 1st, 2018**

Pursuant to CA SENATE BILL 2, commencing January 1st, 2018, in addition to any other recording fees, a fee of \$75 - \$225, earmarked to fund Affordable Housing, will be charged at closing on certain types of transactions.

For more information, please contact your Fidelity National Title representative.

From: Tholen, Liz
Sent: Thursday, May 30, 2019 3:38 PM
To: Ashley Craven <acraven@gd-pud.org>; Shamblin, Renee <Renee.Shamblin@fnf.com>
Subject: RE: 9071900196 4071 Greenwood

Hi---

I reviewed the documents we were given and I don't see that the irrigation was disclosed.

Liz

Liz Tholen
Branch Manager | Escrow Officer

3905 Park Drive, Suite 110 | El Dorado Hills, CA 95762
O: (916) 939-7640 | F: (916) 941-6986 | LTholen2@fnf.com



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endorse me below on: Reach150

<http://reach150.com/fidelity-national-title-el-dorado-hills/review/10552/liz-tholen>

****Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.****

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For more information, please contact your Fidelity National Title representative.

From: Ashley Craven <acraven@gd-pud.org>
Sent: Thursday, May 30, 2019 3:27 PM
To: Shamblin, Renee <Renee.Shamblin@fnf.com>
Cc: Tholen, Liz <ltholen2@fnf.com>
Subject: RE: 9071900196 4071 Greenwood

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

Good afternoon,

I am hoping you can help me with a matter regarding this file. Would you be able to tell me if it was disclosed to the buyer anywhere in the documentation of information that this property had an active irrigation water service? Apparently the seller, Paley, applied for and was contractually approved to receive irrigation water for the 2019 season before the property sold. This is not uncommon, because irrigation service can improve the value of a property; but it is usually disclosed before settlement. Buyer, Mize, was stuck with the bill when the season started and is claiming that he was unaware that this property had irrigation service and does not want to pay for it. Our district need to know if it was disclosed in the property information before settlement or if he genuinely did not know.

I thank you for your help!

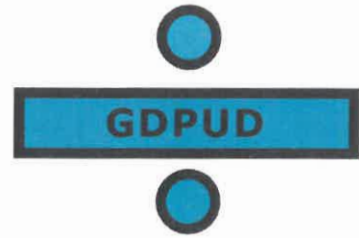
Ashley Craven

Administrative Assistant I

49 of 351

AGENDA ITEM 5.B.1

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 5.B.1.



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: CASH BALANCES – JUNE 2019

PREPARED BY: Christina Cross, Management Analyst

Handwritten signature of Christina Cross in blue ink.

APPROVED BY: Steven Palmer, PE, General Manager

Handwritten signature of Steven Palmer in blue ink.

BACKGROUND

The Cash Balances Report details the District's cash position as of the month end to demonstrate transparency and accountability of relevant financial data from which prudent fiscal decisions and policies are made. The Cash Balances Report is unlike a quarterly budget to actual report; its purpose is to report on ending cash balances and the related sources and uses of cash during the period.

DISCUSSION

The Cash Balance Report as of month ending June 30, 2019 shows the District's cash balances total \$9,802,359.06

Cash is held with the following institutions in the amounts of:

El Dorado Savings Bank - Checking	85,141.86
El Dorado Savings Bank - Savings	2,540,590.51
Local Agency Investment Fund (LAIF)	7,176,626.69
	<u>\$ 9,802,359.06</u>

Restricted cash balances are monies held in trust for a specific purpose and are not monies available for District use. The Wells Fargo Debt Service Fund is SRF Fiscal Agent cash account that is restricted for payments on the Walton Lake loan with the State Water Resources Control Board (SWRCB) through Wells Fargo Bank. This debt service fund is required by the SWRCB.

Restricted Cash:

Wells Fargo Debt Service Fund \$39,019.26

Cash balances are allocated based on the Fund for which the source of the monies is generated by or used from.

Fund	Beginning Balance	Cash In Cash Receipts	Accounts Payable	Payroll	Journal Entries	Ending Balance
SMUD FUND	308,575.52	0	0	0	0	308,575.52
CABY GRANT	-576,351.32	0	-303.9	0	0	-576,655.22
Water Fund	2,913,765.24	129,827.53	-282,123.80	-174,032.98	-3,723.31	2,583,712.68
RETIREE FUND	453,199.35	2,644.36	-6,359.78	0	0	449,483.93
STEWART MINE FD	36,764.49	0	0	0	0	36,764.49
WATER DEVE.FUNC	413,550.75	0	0	0	0	413,550.75
SMERFUND	1,069,391.17	0	0	0	0	1,069,391.17
ALT Fund	842,069.87	197,052.70	-95,101.57	0	2,769.00	946,790.00
CAPITAL REPLACE	594,162.74	0	-610.19	0	0	593,552.55
BAYNE RD BND FD	34,327.50	0	0	0	0	34,327.50
STATE REV FUND	-28,595.76	0	0	0	0	-28,595.76
Hydro Fund	697,860.14	3,392.68	-67.07	0	0	701,185.75
Restricted P/L	-90,530.11	0	0	0	0	-90,530.11
GARDEN VALLEY	73,622.52	0	0	0	0	73,622.52
CAP FAC CHARGE	1,470,950.68	0	0	0	0	1,470,950.68
Zone Fund	1,041,958.45	10,714.63	-12,633.87	-9,090.29	954.31	1,031,903.23
CDS M & O Fund	40,130.56	0	0	0	0	40,130.56
CDS RESRV EXP.	172,999.15	0	0	0	0	172,999.15
CAPITAL RESERVE	467,259.52	0	-44,110.14	0	0	423,149.38
KELSEY NORTH	112,331.38	1,264.85	0	0	0	113,596.23
KELSEY SOUTH	41,881.18	0	0	0	0	41,881.18
PILOT HILL NO.	-7,480.80	0	0	0	0	-7,480.80
PILOT HILL SO.	53.68	0	0	0	0	53.68
	10,081,895.90	344,896.75	-441,310.32	-183,123.27	0.00	9,802,359.06

Sources of cash during the month were from recurring utility payments, lease payments, grant reimbursements and retiree health reimbursements in the amount of \$344,896.75. The details of the uses of cash during the month can be seen on the approved check register in the amount of \$441,310.32. Additional uses of cash during the month not in the check register include payroll disbursements, PERS Unfunded Liability payments and bi-weekly retirement contributions in the amount of \$183,123.27.

Fund	Description	Balance	Debits	Credits	Balance
29	SRF FISCAL AGENT ACCOUNTS \$	38,957.66	\$ 61.60	\$ -	39,019.26

Restricted cash balances are monies held in trust for a specific purpose and are not monies available for District use. SRF Fiscal Agent restricted cash is for the fiscal administration of the Walton Lake loan with the State Water Resources Control Board (SWRCB) through the Wells Fargo Debt Service Fund.

FISCAL IMPACT

No fiscal impact.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors receive and file for month ending June 30, 2019.

ALTERNATIVES

No alternatives.

ATTACHMENTS

1. Statement of Cash Flows June 2019
2. Month-End Cash Disbursement Report June 2019
3. SRF Cash Balances June 2019

AGENDA ITEM 5.B.1.

Attachment 1

Statement of Cash Flows June 2019

Georgetown Divide Public Utility District
Statement of Cash Flow

For Period June 1, 2019 through June 30, 2019

Fund Description	Beginning Balance	Cash In Cash Receipts	Accounts Payable	Payroll	Journal Entries	Ending Cash Balance
08 - SMUD Fund	308,575.52	0	0	0	0	308,575.52
09 - CABY Grant	(576,351.32)	0	(303.90)	0	0	(576,655.22)
10 - Water Fund	2,913,765.24	129,827.53	(282,123.80)	(174,032.98)	(3,723.31)	2,583,712.68
12 - Retiree Fund	453,199.35	2,644.36	(6,359.78)	0	0	449,483.93
14 - Stewart Mine Water Project Fund	36,764.49	0	0	0	0	36,764.49
17 - Water Development Fund	413,550.75	0	0	0	0	413,550.75
19 - STUMPY MDWS Emergency Fund	1,069,391.17	0	0	0	0	1,069,391.17
20 - ALT Fund	842,069.87	197,052.70	(95,101.57)	0	2,769.00	946,790.00
24 - Capital Replacement Fund	594,162.74	0	(610.19)	0	0	593,552.55
25 - Bayne Rd bond Fund	34,327.50	0	0	0	0	34,327.50
29 - State Revolving Fund	(28,595.76)	0	0	0	0	(28,595.76)
30 - Hydro Fund	697,860.14	3,392.68	(67.07)	0	0	701,185.75
35 - Restricted Pipeline Fund	(90,530.11)	0	0	0	0	(90,530.11)
37 - Garden Valley Maintenance Fund	73,622.52	0	0	0	0	73,622.52
39 - Cap Facility Charges ORD 2007-01	1,470,950.68	0	0	0	0	1,470,950.68
40 - Zone Fund	1,041,958.45	10,714.63	(12,633.87)	(9,090.29)	954.31	1,031,903.23
41 - CDS M&O Fund	40,130.56	0	0	0	0	40,130.56
42 - CDS Reserve Expansion Fund	172,999.15	0	0	0	0	172,999.15
43 - New Capital Reserve	467,259.52	0	(44,110.14)	0	0	423,149.38
51 - Kelsey North WAD 1989-1	112,331.38	1,264.85	0	0	0	113,596.23
52 - Kelsey South WAD 1989-4	41,881.18	0	0	0	0	41,881.18
53 - Pilot Hill North WAD 1989-2	(7,480.80)	0	0	0	0	(7,480.80)
54 - Pilot Hill South WAD 1989-3	53.68	0	0	0	0	53.68
Total Distributed Cash ----->	10,081,895.90	344,896.75	(441,310.32)	(183,123.27)	0	9,802,359.06

Cash in Eldorado Savings and LAIF

1000 - El Dorado Savings Bank General Checking	85,141.86
1010 - El Dorado Savings Bank Collections	2,540,590.51
1022 - LAIF	7,176,626.69
Total Cash ----->	9,802,359.06

AGENDA ITEM 5.B.1.

Attachment 2

Month-End Cash Disbursement Report June 2019

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
06-19	029948	06/05/19	AFL01 (AMERICAN FAMILY LIFE INS)		1,495.68	.00	1,495.68	Automatic Generated Check
	029949	06/05/19	ICM02 (ICMA-R.T.-457 (ee))		1,436.08	.00	1,436.08	Automatic Generated Check
	029950	06/05/19	IU001 (IUOE, LOCAL 39)		348.20	.00	348.20	Automatic Generated Check
	029951	06/05/19	IU002 (PEU LOCAL #1)		261.46	.00	261.46	Automatic Generated Check
	029952	06/05/19	AIR02 (AIRGAS NCN, INC)		85.72	.00	85.72	Automatic Generated Check
	029953	06/05/19	ALL01 (ALLEN KRAUSE)		686.51	.00	686.51	Automatic Generated Check
	029954	06/05/19	AND01 (ANDERSON'S SIERRA PIPE CO)		422.72	.00	422.72	Automatic Generated Check
	029955	06/05/19	ARA01 (ARAMARK)		269.22	.00	269.22	Automatic Generated Check
	029956	06/05/19	ATT02 (AT&T)		2,048.32	.00	2,048.32	Automatic Generated Check
	029957	06/05/19	BAC01 (B.A.C.C.S)		17,850.00	.00	17,850.00	Automatic Generated Check
	029958	06/05/19	BEC01 (STEPHANIE BECK)		41.30	.00	41.30	Automatic Generated Check
	029959	06/05/19	BRO05 (BROWN, ADAM)		136.51	.00	136.51	Automatic Generated Check
	029960	06/05/19	CHU02 (CHURCHWELL WHITE, LLP)		5,553.94	.00	5,553.94	Automatic Generated Check
	029961	06/05/19	CLS01 (CLS LABS)		572.32	.00	572.32	Automatic Generated Check
	029962	06/05/19	CR002 (CHRISTINA CROSS)		332.68	.00	332.68	Automatic Generated Check
	029963	06/05/19	DEL01 (DEL PASO PIPE & STEELE)		1,690.14	.00	1,690.14	Automatic Generated Check
	029964	06/05/19	GAR02 (GARDEN VALLEY FEED & HDW.)		115.94	.00	115.94	Automatic Generated Check
	029965	06/05/19	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	029966	06/05/19	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	029967	06/05/19	GEO01 (GEORGETOWN ACE HDW)		2,305.53	.00	2,305.53	Automatic Generated Check
	029968	06/05/19	GEO02 (GEORGETOWN GAZETTE)		110.62	.00	110.62	Automatic Generated Check
	029969	06/05/19	HAR03 (HARRIS INDUSTRIAL GASES)		82.09	.00	82.09	Automatic Generated Check
	029970	06/05/19	HOL02 (HOLDREGE & KULL)		2,000.00	.00	2,000.00	Automatic Generated Check
	029971	06/05/19	INT05 (INTERWEST CONSULTING GROUP)		210.00	.00	210.00	Automatic Generated Check
	029972	06/05/19	MUT01 (MJT ENTERPRISES, INC.)		1,166.20	.00	1,166.20	Automatic Generated Check
	029973	06/05/19	MOU02 (MOUNTAIN DEMOCRAT)		74.78	.00	74.78	Automatic Generated Check
	029974	06/05/19	NEX00 (NEXGEN)		38,375.00	.00	38,375.00	Automatic Generated Check
	029975	06/05/19	OLY02 (OLYMPUS AND ASSOCIATES, INC)		24,570.00	.00	24,570.00	Automatic Generated Check
	029976	06/05/19	PAC02 (PACIFIC GAS & ELECTRIC)		1,731.04	.00	1,731.04	Automatic Generated Check
	029977	06/05/19	PAC06 (PACE SUPPLY 23714-00)		11,640.61	.00	11,640.61	Automatic Generated Check
	029978	06/05/19	PAL01 (STEVE PALMER)		256.36	.00	256.36	Automatic Generated Check
	029979	06/05/19	POW01 (POWERNET GLOBAL COMM.)		145.57	.00	145.57	Automatic Generated Check
	029980	06/05/19	PSO01 (PSOMAS)		3,735.00	.00	3,735.00	Automatic Generated Check
	029981	06/05/19	ROY01 (KENNETH ROYAL)		520.00	.00	520.00	Automatic Generated Check
	029982	06/05/19	SAN02 (Santander Leasing)		1,230.88	.00	1,230.88	Automatic Generated Check
	029983	06/05/19	THA01 (THATCHER COMPANY OF CALIFORNIA INC)		6,987.22	.00	6,987.22	Automatic Generated Check
	029984	06/05/19	THO03 (THOMPSON AUTO & TRUCK)		595.95	.00	595.95	Automatic Generated Check
	029985	06/05/19	VER01 (VERIZON WIRELESS)		799.04	.00	799.04	Automatic Generated Check
	029986	06/05/19	VAL02 (WALKER'S OFFICE SUPPLY)		527.80	.00	527.80	Automatic Generated Check
	029987	06/05/19	ACW01 (ACWA/JPIA)		9,157.36	.00	9,157.36	Automatic Generated Check
	029988	06/18/19	CHI01 (CHICAGO TITLE COMPANY)		31,368.00	.00	31,368.00	Automatic Generated Check
	029989	06/19/19	AAR01 (AARP MEDICARERX SAVER PLUS, PDP)		33.10	.00	33.10	Automatic Generated Check
	029990	06/19/19	ACW05 (ACWA/JPIA HEALTH)		48,122.24	.00	48,122.24	Automatic Generated Check
	029991	06/19/19	ADT01 (ADT SECURITY SERVICES)		42.08	.00	42.08	Automatic Generated Check
	029992	06/19/19	ADT01 (ADT SECURITY SERVICES)		161.46	.00	161.46	Automatic Generated Check
	029993	06/19/19	ALL01 (ALLEN KRAUSE)		53.60	.00	53.60	Automatic Generated Check
	029994	06/19/19	AME08 (AMERICAN MESSAGING)		38.87	.00	38.87	Automatic Generated Check
	029995	06/19/19	AND01 (ANDERSON'S SIERRA PIPE CO)		869.31	.00	869.31	Automatic Generated Check
	029996	06/19/19	ARA01 (ARAMARK)		262.27	.00	262.27	Automatic Generated Check
	029997	06/19/19	BLU01 (ANTHEM BLUE CROSS)		1,234.95	.00	1,234.95	Automatic Generated Check
	029998	06/19/19	CAL03 (CALIF RURAL WATER ASSN.)		1,302.00	.00	1,302.00	Automatic Generated Check
	029999	06/19/19	CAR08 (CSI)		59.00	.00	59.00	Automatic Generated Check
	030000	06/19/19	CHU02 (CHURCHWELL WHITE, LLP)		25,316.72	.00	25,316.72	Automatic Generated Check
	030001	06/19/19	CLS01 (CLS LABS)		379.26	.00	379.26	Automatic Generated Check
	030002	06/19/19	DEL05 (DELAGE LANDEN, INC)		413.85	.00	413.85	Automatic Generated Check
	030003	06/19/19	DIG01 (DIGITAL DEPLOYMENT INC)		600.00	.00	600.00	Automatic Generated Check
	030004	06/19/19	DIV05 (PLACERVILLE AUTO PARTS, INC)		204.06	.00	204.06	Automatic Generated Check
	030005	06/19/19	EC001 (ECORP CONSULTING, INC.)		3,818.22	.00	3,818.22	Automatic Generated Check
	030006	06/19/19	EDC04 (EDC ENVIRONMENTAL MGMT)		295.00	.00	295.00	Automatic Generated Check
	030007	06/19/19	ELD16 (EL DORADO DISPOSAL SERVICE)		331.41	.00	331.41	Automatic Generated Check
	030008	06/19/19	FED02 (FEDERAL LICENSING, INC)		95.00	.00	95.00	Automatic Generated Check
	030008	06/30/19	FED02 (FEDERAL LICENSING, INC)		(95.00)	.00	(95.00)	Ck# 030008 Reversed
	030009	06/19/19	GAR02 (GARDEN VALLEY FEED & HDW.)		255.25	.00	255.25	Automatic Generated Check
	030010	06/19/19	GAR03 (CINDY GARCIA)		329.00	.00	329.00	Automatic Generated Check
	030011	06/19/19	GEO01 (GEORGETOWN ACE HDW)		63.22	.00	63.22	Automatic Generated Check
	030012	06/19/19	GEO02 (GEORGETOWN GAZETTE)		76.55	.00	76.55	Automatic Generated Check
	030013	06/19/19	GEO12 (GEORGE SANDERS)		5,552.90	.00	5,552.90	Automatic Generated Check
	030014	06/19/19	HAN09 (HANSFORD ECONOMIC CONSULTING, LLC)		2,344.40	.00	2,344.40	Automatic Generated Check
	030015	06/19/19	HAR03 (HARRIS INDUSTRIAL GASES)		235.38	.00	235.38	Automatic Generated Check
	030016	06/19/19	HAR08 (KEITH HARSTON, DC)		100.00	.00	100.00	Automatic Generated Check
	030017	06/19/19	ICM02 (ICMA-R.T.-457 (ee))		1,711.08	.00	1,711.08	Automatic Generated Check
	030018	06/19/19	IU001 (IUOE, LOCAL 39)		349.13	.00	349.13	Automatic Generated Check
	030019	06/19/19	IU002 (PEU LOCAL #1)		261.46	.00	261.46	Automatic Generated Check
	030020	06/19/19	MED01 (MEDICAL EYE SERVICES)		389.75	.00	389.75	Automatic Generated Check
	030021	06/19/19	MOB01 (MOBILE MINI, LLC-CA)		211.21	.00	211.21	Automatic Generated Check
	030022	06/19/19	MYE01 (Myers and Sons)		47,468.17	.00	47,468.17	Automatic Generated Check
	030023	06/19/19	NAT04 (NATIONAL DOCUMENT)		997.87	.00	997.87	Automatic Generated Check
	030024	06/19/19	PAC02 (PACIFIC GAS & ELECTRIC)		19,939.78	.00	19,939.78	Automatic Generated Check
	030025	06/19/19	PAP03 (PAPE MACHINERY, INC)		96,515.91	.00	96,515.91	Automatic Generated Check
	030026	06/19/19	PIC02 (PICOVALE SERVICES, INC.)		275.00	.00	275.00	Automatic Generated Check
	030027	06/19/19	PRE01 (PREMIER ACCESS INS CO)		3,221.41	.00	3,221.41	Automatic Generated Check
	030028	06/19/19	PUL01 (PULFEL, JEFF)		200.00	.00	200.00	Automatic Generated Check
	030029	06/19/19	ROB02 (ROBINSON ENTERPRISES)		2,495.79	.00	2,495.79	Automatic Generated Check
	030030	06/19/19	SAC03 (SACRAMENTO BAG MFG. CO.)		259.20	.00	259.20	Automatic Generated Check
	030031	06/19/19	SAN02 (Santander Leasing)		1,230.88	.00	1,230.88	Automatic Generated Check
	030032	06/19/19	UNI06 (UNITEDHEALTHCARE INSURANCE CO)		156.75	.00	156.75	Automatic Generated Check
	030033	06/19/19	USP01 (POSTMASTER)		274.00	.00	274.00	Automatic Generated Check
	030034	06/19/19	VER01 (VERIZON WIRELESS)		10.36	.00	10.36	Automatic Generated Check
	030035	06/19/19	W0003 (WOOD ENVIRONMENT & INFRASTRUCTURE INS)		94.00	.00	94.00	Automatic Generated Check
	030036	06/19/19	\H003 (HAWKINS, MYRT)		27.58	.00	27.58	Automatic Generated Check
	030037	06/19/19	\M006 (DEACON, MITCHELL)		11.87	.00	11.87	Automatic Generated Check
	030038	06/19/19	\S009 (SLATTERY, JOHN)		14.84	.00	14.84	Automatic Generated Check
	030039	06/19/19	\S010 (SMITH, JILL)		97.19	.00	97.19	Automatic Generated Check
	030040	06/19/19	\T003 (MCGRADY, THOMAS/DEBRA)		116.09	.00	116.09	Automatic Generated Check
	030041	06/19/19	\W004 (WILDING, ROBERT & DEBBIE)		51.11	.00	51.11	Automatic Generated Check

Total for Bank Account 1000 -----> 441,310.32 .00 441,310.32

Grand Total of all Bank Accounts ----->	-----	-----	-----
	441,310.32	.00	441,310.32
	=====	=====	=====

AGENDA ITEM 5.B.1.

Attachment 3

SRF Cash Balances June 2019

Report Date: 08/07/19
 Run Date...: 08/07/19 09:43
 Run by.....: Christina Cross

Georgetown Divide PUD
 G/L Trial Balance - Detail in the Order of FUND
 For All Accounts
 With a Mask of 29* 1115* ****

Page.: 1
 ID # GLTB
 CTL.: GEO

Beginning of.: June 1, 2019 (12-19) Thru Ending of.: June 30, 2019 (12-19)

G/L Account No	Ctr	Cal.	Fiscl	Date	Jrnl	Line	Description	Debit	Credit
29	1115						STATE REV FUND SRF FISCAL AGENT ACCOUNTS		
							Balance June 1, 2019 (12-19)	38,957.66	
				Jun 2019	12-2019	07/18/19	00-00 0001 June interest	61.60	
							** Budget not Applicable **		
							Activity ---->	61.60	.00
							Balance June 30, 2019 (12-19)	39,019.26	
							REPORT TOTAL ---->	39,019.26	.00
							REPORT TOTAL for Detail Activity ---->	61.60	.00

AGENDA ITEM 5.B.2

Month End Cash Disbursements Report

Date...: Aug 6, 2019
 Time...: 1:04 pm
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

Page: 1
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
030099	07/12/19	SWR04	STATE WATER RESOURCES CONTROL	PRINCIPAL PAYMENT FOR 07/01/19 CONTRACT#D1602021	198861.87
030099	07/12/19	SWR04	STATE WATER RESOURCES CONTROL	INTEREST PAYMENT FOR 07/01/19 CONTRACT#D1602021	72118.17
Sub-Total: (1)					270980.04
Sub-Count: 2					
030100	07/17/19	AAR01	AARP MEDICARE RX SAVER PLUS, PD	AARP MEDICARE [REDACTED] AUGUST 2019	33.10
Sub-Total: (1)					33.10
Sub-Count: 1					
030101	07/17/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 04/01/19-06/30/19	1644.61
030101	07/17/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 04/01/19-06/30/19	3713.05
030101	07/17/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 04/01/19-06/30/19	1318.23
030101	07/17/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 04/01/19-06/30/19	2228.24
030101	07/17/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 04/01/19-06/30/19	423.66
030101	07/17/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 04/01/19-06/30/19	638.93
030101	07/17/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 04/01/19-06/30/19	383.63
Sub-Total: (1)					10350.35
Sub-Count: 7					
030102	07/17/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS AUGUST 2019	3219.43
030102	07/17/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS AUGUST 2019	8003.01
030102	07/17/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS AUGUST 2019	6699.52
030102	07/17/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS AUGUST 2019	7623.55
030102	07/17/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS AUGUST 2019	3924.81
030102	07/17/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS AUGUST 2019	10506.08
030102	07/17/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS AUGUST 2019	1972.42
030102	07/17/19	ACW05	ACWA/JPIA HEALTH	RETIREE HEALTH INSURANCE PREMIUMS AUGUST 2019	5370.82
Sub-Total: (1)					47319.64
Sub-Count: 8					
030103	07/17/19	ADT01	ADT SECURITY SERVICES	SECURITY SERVICE 07/20/19-08/19/19 8180 BALDERSTON	42.08
Sub-Total: (1)					42.08
Sub-Count: 1					
030104	07/17/19	ADT01	ADT SECURITY SERVICES	SECURITY SERVICE 07/21/19-08/20/19 6425 MAIN ST	161.46
Sub-Total: (1)					161.46
Sub-Count: 1					
030105	07/17/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	242.00
030105	07/17/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	31.23
030105	07/17/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	31.23
030105	07/17/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	31.23
Sub-Total: (1)					335.69
Sub-Count: 4					
030106	07/17/19	ARA01	ARAMARK	RESTROOM SERVICE	22.10
030106	07/17/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
030106	07/17/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.69
030106	07/17/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	25.05
030106	07/17/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.02
030106	07/17/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	31.73
030106	07/17/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.01
Sub-Total: (1)					120.59
Sub-Count: 7					
030107	07/17/19	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE [REDACTED] 8/1/19-8/31/19	326.10
030107	07/17/19	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE [REDACTED] 8/1/19-8/31/19	326.10
030107	07/17/19	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE [REDACTED] 8/01-8/31/19	256.65
030107	07/17/19	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE [REDACTED] 8/1/19-8/31/19	326.10
Sub-Total: (1)					1234.95
Sub-Count: 4					
030108	07/17/19	CAR08	CSI	MONTHLY SERVICE FEE JULY 2019	59.00
Sub-Total: (1)					59.00
Sub-Count: 1					
030109	07/17/19	CHU02	CHURCHWELL WHITE, LLP	[REDACTED]	3568.12
030109	07/17/19	CHU02	CHURCHWELL WHITE, LLP	[REDACTED]	154.80
030109	07/17/19	CHU02	CHURCHWELL WHITE, LLP	[REDACTED]	3510.00
030109	07/17/19	CHU02	CHURCHWELL WHITE, LLP	[REDACTED]	13082.20
030109	07/17/19	CHU02	CHURCHWELL WHITE, LLP	[REDACTED]	39.00
030109	07/17/19	CHU02	CHURCHWELL WHITE, LLP	[REDACTED]	877.20

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
Sub-Total: (1)					21231.32
Sub-Count: 6					
030110	07/17/19	CLS01	CLS LABS	LT2 SWTR RAW B	78.40
030110	07/17/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
030110	07/17/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	45.00
Sub-Total: (1)					167.50
Sub-Count: 3					
030111	07/17/19	DEL01	DEL PASO PIPE & STEELE	PO#018069: 10 GAUGE HR SHEET 4' x 8' FOR TRAILER	81.78
030111	07/17/19	DEL01	DEL PASO PIPE & STEELE	PO#018069: 10 GAUGE HR SHEET 4' x 8' FOR TRAILER	81.78
030111	07/17/19	DEL01	DEL PASO PIPE & STEELE	PO#018069: 10 GAUGE HR SHEET 4' x 8' FOR TRAILER	81.78
Sub-Total: (1)					245.34
Sub-Count: 3					
030112	07/17/19	DEL05	DELAGE LANDEN, INC	KONICA COPIER CONTRACT 07/01-07/31/19	228.20
030112	07/17/19	DEL05	DELAGE LANDEN, INC	FORMAX FOLDING MACHINE 07/01-07/31/19	185.65
Sub-Total: (1)					413.85
Sub-Count: 2					
030113	07/17/19	DIG01	DIGITAL DEPLOYMENT INC	STREAMLINE MONTHLY MEMBER FEE JULY 2019	300.00
Sub-Total: (1)					300.00
Sub-Count: 1					
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	18.39
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	18.40
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	18.40
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	2.27
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	2.28
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	2.28
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	57.57
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	54.66
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	54.67
030114	07/17/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	54.67
Sub-Total: (1)					283.59
Sub-Count: 10					
030115	07/17/19	ECO01	ECORP CONSULTING, INC.	PROJECT 2016-186 PROF SVCS FROM 06/01/19-06/30/19	2064.11
Sub-Total: (1)					2064.11
Sub-Count: 1					
030116	07/17/19	GAR03	CINDY GARCIA	REIMB FOR CSDA LEADERSHIP ACADEMY 7/7/19-7/10/19	200.00
030116	07/17/19	GAR03	CINDY GARCIA	REIMB FOR 3 NIGHTS @ WINE VALLEY LODGE 7/7-7/10/19	389.13
Sub-Total: (1)					589.13
Sub-Count: 2					
030117	07/17/19	GEM01	GEMPLER'S, INC.	PO#018067:PULL ON KNEE BOOTS-UPCTRY, DITCH, DIST	145.46
030117	07/17/19	GEM01	GEMPLER'S, INC.	PO#018067:PULL ON KNEE BOOTS-UPCTRY, DITCH, DIST	145.46
030117	07/17/19	GEM01	GEMPLER'S, INC.	PO#018067:PULL ON KNEE BOOTS-UPCTRY, DITCH, DIST	145.47
Sub-Total: (1)					436.39
Sub-Count: 3					
030118	07/17/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	5.00
030118	07/17/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	5.00
030118	07/17/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	4.99
Sub-Total: (1)					14.99
Sub-Count: 3					
030119	07/17/19	GEO03	CASH	CERTIFIED MAIL POSTAGE	8.05
030119	07/17/19	GEO03	CASH	POCKET-SIZE LEGAL PADS FOR SEPTIC INSPECTIONS	1.60
030119	07/17/19	GEO03	CASH	EL DORADO COUNTY ADMIN FEE	50.00
030119	07/17/19	GEO03	CASH	JAMES: SERVER UPGRADE WIFI CARD	48.70
030119	07/17/19	GEO03	CASH	OVERNIGHT MAILING FOR LEOW	25.50
030119	07/17/19	GEO03	CASH	EL DORADO COUNTY ADMIN FEE	50.00
030119	07/17/19	GEO03	CASH	POSTAGE FOR CUST PAYMENTS MISSING STAMP	1.10
Sub-Total: (1)					184.95
Sub-Count: 7					
030120	07/17/19	GEO04	DIVIDE SUPPLY ACE HARDWARE	Misc. Materials & Supplies for treated water and	58.28
030120	07/17/19	GEO04	DIVIDE SUPPLY ACE HARDWARE	Misc. Materials & Supplies for treated water and	59.98

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030120	07/17/19	GEO04	DIVIDE SUPPLY ACE HARDWARE	Misc. Materials & Supplies for treated water and	2.78
Sub-Total: (1)					121.04
Sub-Count: 3					
030121	07/17/19	GEO12	GEORGE SANDERS	PROFESSIONAL SERVICES AGREEMENT: GEORGE SANDERS	4638.60
Sub-Total: (1)					4638.60
Sub-Count: 1					
030122	07/17/19	GOL01	BEVERLY HOWARD	PO#018049: ORDERED 1,000 CHECKS	275.63
Sub-Total: (1)					275.63
Sub-Count: 1					
030123	07/17/19	GRA01	GRAINGER, INC.	PO#018068: PESTICIDE FOR WASPS & HORNETS	33.62
030123	07/17/19	GRA01	GRAINGER, INC.	PO#018068: PESTICIDE FOR WASPS & HORNETS	33.62
030123	07/17/19	GRA01	GRAINGER, INC.	PO#018068: PESTICIDE FOR WASPS & HORNETS	33.62
Sub-Total: (1)					100.86
Sub-Count: 3					
030124	07/17/19	HAR03	HARRIS INDUSTRIAL GASES	6 MONTH LEASE 06/2019-12/2019	48.00
Sub-Total: (1)					48.00
Sub-Count: 1					
030125	07/17/19	HAR08	KEITH HARSTON, DC	DMV PHYSICAL J. SMITH 07/03/19	100.00
Sub-Total: (1)					100.00
Sub-Count: 1					
030126	07/17/19	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1611.08
Sub-Total: (1)					1611.08
Sub-Count: 1					
030127	07/17/19	IUO01	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	355.59
Sub-Total: (1)					355.59
Sub-Count: 1					
030128	07/17/19	IUO02	PEU LOCAL #1	UNION DUES-LOCAL 1	267.98
Sub-Total: (1)					267.98
Sub-Count: 1					
030129	07/17/19	MJT01	MJT ENTERPRISES, INC.	DIANA M. 06/24/19-06/30/19	166.60
030129	07/17/19	MJT01	MJT ENTERPRISES, INC.	GLORIA O. 06/24/19-06/30/19	205.80
030129	07/17/19	MJT01	MJT ENTERPRISES, INC.	DIANA M. 07/01/19-07/07/19	333.20
Sub-Total: (1)					705.60
Sub-Count: 3					
030130	07/17/19	MOB01	MOBILE MINI, LLC-CA	STORAGE RENTAL 07/10/19-08/06/19	211.21
Sub-Total: (1)					211.21
Sub-Count: 1					
030131	07/17/19	MOU03	MOUNTAIN COUNTIES WRA	2019-2020 MEMBERSHIP DUES	5094.00
Sub-Total: (1)					5094.00
Sub-Count: 1					
030132	07/17/19	MYE01	Myers and Sons	CONTRACTOR'S APPLICATION #27 PERIOD:5/1-5/31/19	40693.44
Sub-Total: (1)					40693.44
Sub-Count: 1					
030133	07/17/19	PAC02	PACIFIC GAS & ELECTRIC	Utilities-ELECTRIC PG&E (WALTON WTP)	3476.18
Sub-Total: (1)					3476.18
Sub-Count: 1					
030134	07/17/19	RIV02	RIVER CITY RENTALS	PO#018070: WATER TRAILER RENTAL	500.00
Sub-Total: (1)					500.00
Sub-Count: 1					

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030135	07/17/19	ROB01	DON ROBINSON	PO#018061: 10 WHEELER LOAD CUTBACK	598.93
030135	07/17/19	ROB01	DON ROBINSON	PO#018061: 10 WHEELER LOAD CUTBACK	598.94
030135	07/17/19	ROB01	DON ROBINSON	PO#018061: 10 WHEELER LOAD CUTBACK	598.94
Sub-Total: (1)					1796.81
Sub-Count: 3					
030136	07/17/19	ROB02	ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION	999.01
030136	07/17/19	ROB02	ROBINSON ENTERPRISES	WATER TREATMENT FUEL USAGE ALLOCATION	329.86
030136	07/17/19	ROB02	ROBINSON ENTERPRISES	T & D TREATED WTR FUEL USAGE ALLOCATION	971.69
030136	07/17/19	ROB02	ROBINSON ENTERPRISES	ZONE FUEL USAGE ALLOCATION	186.14
030136	07/17/19	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	297.77
030136	07/17/19	ROB02	ROBINSON ENTERPRISES	ADMIN. FUEL USAGE ALLOCATION	.00
Sub-Total: (1)					2784.47
Sub-Count: 6					
030137	07/17/19	RUL01	RULE, BRIAN	BOOTS REIMBURSEMENT FY 19-20 PER MOU	200.00
Sub-Total: (1)					200.00
Sub-Count: 1					
030138	07/17/19	SAU02	MICHAEL SAUNDERS	7/7/19 MILEAGE 99.6 MILES @ \$0.58	57.77
030138	07/17/19	SAU02	MICHAEL SAUNDERS	7/7-7/10 CONFERENCE REGISTRATION-\$600 SCHOLARSHIP	.00
030138	07/17/19	SAU02	MICHAEL SAUNDERS	7/7-7/10 HOTEL; NAPA VALLEY WINE LODGE 3 NIGHTS	389.13
030138	07/17/19	SAU02	MICHAEL SAUNDERS	7/9/19 DINNER - FIVE DOT RANCH	23.00
030138	07/17/19	SAU02	MICHAEL SAUNDERS	7/10/19 MILEAGE 99.6 MILES @ \$0.58	57.77
Sub-Total: (1)					527.67
Sub-Count: 5					
030139	07/17/19	TEI01	A. TEICHERT & SON, INC	PO#018044: 3/4" AB-2 ROCK FOR DISTRIBUTION 6/27/19	269.41
030139	07/17/19	TEI01	A. TEICHERT & SON, INC	PO#018044: 3/4" AB-2 ROCK FOR DISTRIBUTION 6/28/19	271.44
030139	07/17/19	TEI01	A. TEICHERT & SON, INC	TICKET DATE: 7/9/19 83758, 83767, 83773	481.89
Sub-Total: (1)					1022.74
Sub-Count: 3					
030140	07/17/19	THA01	THATCHER COMPANY OF CALIFORNIA	PO#018064: SODA ASH & CHLORINE 3650 SWEETWATER TR	3534.62
030140	07/17/19	THA01	THATCHER COMPANY OF CALIFORNIA	DEPOSIT REFUND: 14 DRUMS 3650 SWEETWATER TR	-560.00
030140	07/17/19	THA01	THATCHER COMPANY OF CALIFORNIA	PO#018064: SODA ASH & CHLORINE 8180 BALDERSTON RD	4511.76
030140	07/17/19	THA01	THATCHER COMPANY OF CALIFORNIA	DEPOSIT REFUND: 11 DRUMS 8180 BALDERSTON RD	-440.00
Sub-Total: (1)					7046.38
Sub-Count: 4					
030141	07/17/19	TIR01	TIREHUB, LLC	PO#018008: TIRE FOR UNIT #4 ZONE TRUCK	118.76
030141	07/17/19	TIR01	TIREHUB, LLC	PO#018060: 4 TIRES FOR DIST	1111.88
Sub-Total: (1)					1230.64
Sub-Count: 2					
030142	07/17/19	UNI06	UNITEDHEALTHCARE INSURANCE CO	PREPAID HEALTH INSURANCE [REDACTED] 8/1/19-8/31/19	156.75
Sub-Total: (1)					156.75
Sub-Count: 1					
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	COSTCO	107.23
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	COSTCO	93.58
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	USA BLUE BOOK	3.96
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	STAMPS.COM	102.94
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	16.00
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	16.00
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	84.00
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	AMAZON	175.76
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	AMAZON	253.49
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	JPIA REGIONAL HR MEETING	35.00
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	UPS	33.35
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	DRI CRASHPLAN COMPUTER BACKUP	9.99
030143	07/17/19	USB05	U.S. BANK CORPORATE PAYMENT SY	STAMPS.COM	17.99
Sub-Total: (1)					949.29
Sub-Count: 13					
030144	07/17/19	VAV01	VAVRINEK, TRINE, DAY & CO., LL	INCREASE Change Order Issued 02/01/19	785.00
Sub-Total: (1)					785.00
Sub-Count: 1					
030145	07/17/19	VER01	VERIZON WIRELESS	Utilities-CELL PHONE 06/07/19-07/06/19	68.02
Sub-Total: (1)					68.02
Sub-Count: 1					

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030146	07/17/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	33.47
030146	07/17/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	122.74
Sub-Total: (1)					156.21
Sub-Count: 2					
030147	07/17/19	WEL02	WELLS FARGO BANK	AUGUST 2019 WALTON LAKE ANNUAL RESERVE	2296.95
Sub-Total: (1)					2296.95
Sub-Count: 1					
030148	07/31/19	AFL01	AMERICAN FAMILY LIFE INS	Insurance - H&L	1495.68
Sub-Total: (1)					1495.68
Sub-Count: 1					
030149	07/31/19	ANS01	ANSWERING SPECIALISTS INC	JULY 2019 ANSWERING SERVICE	79.95
Sub-Total: (1)					79.95
Sub-Count: 1					
030150	07/31/19	ARA01	ARAMARK	RESTROOM SERVICE	22.10
030150	07/31/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.69
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	25.05
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.02
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	31.73
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.01
030150	07/31/19	ARA01	ARAMARK	RESTROOM SERVICE	22.10
030150	07/31/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.69
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	25.05
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.02
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	31.73
030150	07/31/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.01
Sub-Total: (1)					241.18
Sub-Count: 14					
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 07/14-08/13/19	267.54
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 07/14-08/13/19	401.30
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 07/14-08/13/19	401.30
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 530-333-9442 243 7 07/14-08/13/19	156.30
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 530-333-1119 106 5 07/14-08/13/19	190.09
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 530-885-6287 473 6 07/14-08/13/19	188.07
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 234-343-7252 777 4 07/14-08/13/19	67.07
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 234-371-7957 823 9 07/14-08/13/19	67.07
030151	07/31/19	ATT02	AT&T	Utilities-PHONE 530-885-6280 409 7 07/14-08/13/19	314.65
Sub-Total: (1)					2053.39
Sub-Count: 9					
030152	07/31/19	AWW02	AWWA	MEMBERSHIP RENEWAL 10/01/19-09/30/20	108.25
030152	07/31/19	AWW02	AWWA	MEMBERSHIP RENEWAL 10/01/19-09/30/20	108.25
030152	07/31/19	AWW02	AWWA	MEMBERSHIP RENEWAL 10/01/19-09/30/20	108.25
030152	07/31/19	AWW02	AWWA	MEMBERSHIP RENEWAL 10/01/19-09/30/20	108.25
Sub-Total: (1)					433.00
Sub-Count: 4					
030153	07/31/19	BEN04	BENNETT ENGINEERING SERVICES	Professional Services Agreement: November 13, 2018	637.50
030153	07/31/19	BEN04	BENNETT ENGINEERING SERVICES	Professional Services Agreement: November 13, 2018	870.00
Sub-Total: (1)					1507.50
Sub-Count: 2					
030154	07/31/19	BLU07	BLUE SHIELD OF CALIFORNIA	PREPAID HEALTH INSURANCE ██████████ 8/1/19-10/31/19	946.00
030154	07/31/19	BLU07	BLUE SHIELD OF CALIFORNIA	PREPAID HEALTH INSURANCE ██████████ 8/01/19-10/31/19	840.00
Sub-Total: (1)					1786.00
Sub-Count: 2					
030155	07/31/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 5/31,6/7,6/10,6/13,7/24	14.15
030155	07/31/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 5/31,6/7,6/10,6/13,7/24	60.78
030155	07/31/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 5/31,6/7,6/10,6/13,7/24	8.46
030155	07/31/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 5/31,6/7,6/10,6/13,7/24	11.60
030155	07/31/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 5/31,6/7,6/10,6/13,7/24	11.60
030155	07/31/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 5/31,6/7,6/10,6/13,7/24	11.25
030155	07/31/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 5/31,6/7,6/10,6/13,7/24	11.25
Sub-Total: (1)					129.09
Sub-Count: 7					

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030156	07/31/19	CAL16	CALTRONICS BUSINESS SYSTEMS CO	KONICA COPIER CONTRACT 06/14/19-07/13/19	594.04
Sub-Total: (1)					594.04
Sub-Count: 1					
030157	07/31/19	CIT01	CITY OF SACRAMENTO	FY18 BILLING#3 AMR. RVR. SANITARY WATERSHED SURVEY	2603.41
Sub-Total: (1)					2603.41
Sub-Count: 1					
030158	07/31/19	CWS01	CORBIN WILLITS SYS. INC.	MONTHLY CHARGE FOR AUGUST 2019	584.66
Sub-Total: (1)					584.66
Sub-Count: 1					
030159	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	57.81
030159	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Ck# 030159 Reversed	-57.81
030159	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	5.18
030159	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	5.19
030159	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	5.19
030159	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Ck# 030159 Reversed	-5.18
030159	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Ck# 030159 Reversed	-5.19
030159	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Ck# 030159 Reversed	-5.19
Sub-Total: (1)					.00
Sub-Count: 8					
030160	07/31/19	ENV01	ENVIRO TECH SERVICES COMPANY,	PO#018051: RENTAL FOR ZONE	97.43
030160	07/31/19	ENV01	ENVIRO TECH SERVICES COMPANY,	PO#018042: FIELD NOTEBOOKS FOR ZONE	51.31
Sub-Total: (1)					148.74
Sub-Count: 2					
030161	07/31/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	17.15
030161	07/31/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	17.16
Sub-Total: (1)					34.31
Sub-Count: 2					
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	8.57
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-8.57
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	31.76
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-31.76
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	6.82
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-6.82
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	39.63
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-39.63
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	23.28
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	23.29
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-23.28
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-23.29
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	25.45
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	25.46
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-25.45
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-25.46
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	10.97
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	10.97
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-10.97
030162	07/31/19	GEO01	GEORGETOWN ACE HDW	Ck# 030162 Reversed	-10.97
Sub-Total: (1)					.00
Sub-Count: 20					
030163	07/31/19	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1611.08
Sub-Total: (1)					1611.08
Sub-Count: 1					
030164	07/31/19	IU001	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	355.59
Sub-Total: (1)					355.59
Sub-Count: 1					
030165	07/31/19	IU002	PEU LOCAL #1	UNION DUES-LOCAL 1	267.98
Sub-Total: (1)					267.98
Sub-Count: 1					
030166	07/31/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2019	21.86
030166	07/31/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2019	49.97
030166	07/31/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2019	18.74
030166	07/31/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2019	49.98

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030166	07/31/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2019	37.48
030166	07/31/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2019	192.98
030166	07/31/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2019	18.74
Sub-Total: (1)					389.75
Sub-Count: 7					
030167	07/31/19	MJT01	MJT ENTERPRISES, INC.	DIANA M. 07/08/19-07/14/19	460.60
030167	07/31/19	MJT01	MJT ENTERPRISES, INC.	GLORIA O. 07/08/19-07/14/19	284.20
030167	07/31/19	MJT01	MJT ENTERPRISES, INC.	DIANA M. 07/15/19-07/21/19	235.20
030167	07/31/19	MJT01	MJT ENTERPRISES, INC.	GLORIA O. 07/15/19-07/21/19	480.20
Sub-Total: (1)					1460.20
Sub-Count: 4					
030168	07/31/19	MOU02	MOUNTAIN DEMOCRAT	NTC TO CNTRCTRS:2018 TRT WTR LN RPLC, PUB:7/19/19	168.23
Sub-Total: (1)					168.23
Sub-Count: 1					
030169	07/31/19	MYE01	Myers and Sons	CONTRACTOR'S APPLICATION #28 PERIOD:6/1-6/30/19	51821.35
030169	07/31/19	MYE01	Myers and Sons	CONTRACTOR'S APPLICATION #28 PERIOD:6/1-6/30/19	25186.87
Sub-Total: (1)					77008.22
Sub-Count: 2					
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	9644745072-5	96.21
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	1383483826-3	59.62
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	8019291332-7	24.62
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	9592050405-7	21.54
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	7269328928-1	19.71
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	9103062795-3	381.83
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	0800178691-5	69.70
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	2102211877-8	39.95
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	7804325001-4	8.48
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	2060545213-3	720.12
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	2060545213-3	240.04
030170	07/31/19	PAC02	PACIFIC GAS & ELECTRIC	6228064022-8	404.89
Sub-Total: (1)					2086.71
Sub-Count: 12					
030171	07/31/19	POW01	POWERNET GLOBAL COMM.	Utilities-LONG DISTANCE 06/19/19-07/19/19	154.95
Sub-Total: (1)					154.95
Sub-Count: 1					
030172	07/31/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2019	136.03
030172	07/31/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2019	310.93
030172	07/31/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2019	116.60
030172	07/31/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2019	310.94
030172	07/31/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2019	233.20
030172	07/31/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2019	1997.11
030172	07/31/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2019	116.60
Sub-Total: (1)					3221.41
Sub-Count: 7					
030173	07/31/19	PRO04	PAUL FUNK	CLEANING SERVICES FOR JULY 2019	265.00
Sub-Total: (1)					265.00
Sub-Count: 1					
030174	07/31/19	ROB02	ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION	897.11
030174	07/31/19	ROB02	ROBINSON ENTERPRISES	WATER TREATMENT FUEL USAGE ALLOCATION	171.16
030174	07/31/19	ROB02	ROBINSON ENTERPRISES	T & D TREATED WTR FUEL USAGE ALLOCATION	1042.10
030174	07/31/19	ROB02	ROBINSON ENTERPRISES	ZONE FUEL USAGE ALLOCATION	176.50
030174	07/31/19	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	329.28
030174	07/31/19	ROB02	ROBINSON ENTERPRISES	ADMIN. FUEL USAGE ALLOCATION	.00
Sub-Total: (1)					2616.15
Sub-Count: 6					
030175	07/31/19	ROY01	KENNETH ROYAL	Utilities-ALT WTP PRTBL RSTRM SVCS 5/15/19-7/15/19	290.00
030175	07/31/19	ROY01	KENNETH ROYAL	Utilities-WALTON PRTBL RSTRM SVCS 5/13/19-7/13/19	230.00
Sub-Total: (1)					520.00
Sub-Count: 2					
030176	07/31/19	SAN02	Santander Leasing	INTEREST	37.21
030176	07/31/19	SAN02	Santander Leasing	PRINCIPAL	1193.67
Sub-Total: (1)					1230.88

Date...: Aug 6, 2019
 Time...: 1:04 pm
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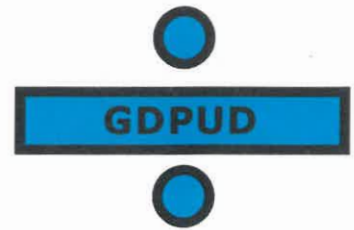
Georgetown Divide PUD
 BOARD CHECK REVIEW

Page: 8
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
Sub-Count: 2					
030177	07/31/19	USA03	USA BLUE BOOK	PO#018066: DRILL FOR TAPPING TOOL	299.62
Sub-Total: (1)					299.62
Sub-Count: 1					
030178	07/31/19	VER01	VERIZON WIRELESS	530-333-3494	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-333-3760	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-333-3872	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-333-3940	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-333-3978	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-333-7608	28.81
030178	07/31/19	VER01	VERIZON WIRELESS	530-457-7078	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-1146	38.01
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-3814	199.01
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-4413	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-5427	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-5471	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-5472	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-5492	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-8086	53.63
030178	07/31/19	VER01	VERIZON WIRELESS	530-957-8155	53.63
Sub-Total: (1)					963.02
Sub-Count: 16					
030179	07/31/19	W0003	WOOD ENVIRONMENT & INFRASTRUCT	PROFESSIONAL SERVICES THROUGH 06/28/19	1986.79
Sub-Total: (1)					1986.79
Sub-Count: 1					
030180	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. vehicle maintenance materials and supplies	57.81
030180	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. vehicle maintenance materials and supplies	5.18
030180	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. vehicle maintenance materials and supplies	5.19
030180	07/31/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. vehicle maintenance materials and supplies	5.19
Sub-Total: (1)					73.37
Sub-Count: 4					
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	8.57
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	31.76
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	6.82
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	39.63
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	23.28
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	23.29
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	25.45
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	25.46
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	10.97
030181	07/31/19	GEO01	GEORGETOWN ACE HDW	Misc. materials & supplies for treated & raw water	10.97
Sub-Total: (1)					206.20
Sub-Count: 10					
Grn-Total:					540364.31
Ttl-Count: 296					

AGENDA ITEM 5.CC

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 5.C.**



AGENDA SECTION: CONSENT

**SUBJECT: RECOGNIZE RICK GILLESPIE FOR HIS SERVICE ON THE
FINANCE COMMITTEE AND ACCEPT HIS RESIGNATION**

PREPARED BY: Diana Michaelson, Board Assistant

APPROVED BY: Steven Palmer, PE, General Manager 

BACKGROUND

The Georgetown Divide Public Utility District (“GDPUD”) Board of Directors (“Board”) memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee (“Committee”) through Resolution 2018-14. The Finance Committee is advisory in nature, reporting and responsible to the Board.

DISCUSSION

Rick Gillespie has served on the Finance Committee since his appointment by the Board of Directors on December 10, 2013. At the May 29, 2019 Finance Committee meeting, Mr. Gillespie tendered his resignation as he will be moving from the area. Rick has served the Committee with distinction for more than five years. Highly respected by his fellow committee members, he was elected and re-elected Committee Chair for several terms. He was instrumental in helping the Committee update the District’s Reserve Policy and develop an effective Capital Improvement Plan. He played a key role in helping move forward the financing plan and rate structure for the renovation of the Auburn Lake Trails Water Treatment Plant. His was a reasoned voice advocating for proactive financial planning and a respected voice for financial oversight. He will be greatly missed.

This item was on the Board agenda for July 11, 2019 and the Board recognized Mr. Gillespie for his service and presented him with a proclamation at that time. However, the Board did not formally adopt the resolution recognizing Mr. Gillespie and accepting his resignation. The Board needs to formally adopt this resolution.

FISCAL IMPACT

This action has no fiscal impact.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt Resolution 2019-43 (Attachment 1) recognizing Rick Gillespie for his service on the Finance Committee and accepting his resignation.

ALTERNATIVES

Request substantive changes to the Resolution for staff to implement.

ATTACHMENTS

1. Resolution 2019-43 recognizing Rick Gillespie and accepting his resignation

AGENDA ITEM 5.C.

Attachment 1

Resolution 2019-43

**Recognizing Rick Gillespie and Accepting His Resignation
From the Finance Committee**

RESOLUTION NO. 2019-43
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
RECOGNIZING RICK GILLESPIE FOR HIS SERVICE AND ACCEPTING HIS
RESIGNATION FROM THE FINANCE COMMITTEE

WHEREAS, the Georgetown Divide Public Utility District Board of Directors (“Board”) memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee (“Committee”) through Resolution 2018-14; and

WHEREAS, Rick Gillespie served on the Finance Committee from December 10, 2013 to May 29, 2019; and

WHEREAS, Rick resigned from the Committee on May 29, 2019; and

WHEREAS, Rick was valued and esteemed by several Boards of Directors, being reappointed to two consecutive terms; and

WHEREAS, Rick was respected by his fellow Committee members, being elected and re-elected Finance Committee Chair for several terms; and

WHEREAS, Rick was instrumental in helping the Committee update the District’s Reserve Policy and develop an effective Capital Improvement Plan; and

WHEREAS, Rick played a key role in helping move forward the financing plan and rate structure for the renovated ALT Water Treatment Plant; and

WHEREAS, Rick was a reasonable voice for proactive financial planning and was a respected voice for financial oversight.

NOW, THEREFORE, BE IT RESOLVED THAT we the Members of the Board of Directors of the Georgetown Divide Public Utility District do hereby accept the resignation of Rick Gillespie from the District’s Finance Committee and express our sincere gratitude and appreciation for his many years of service, extending to him our best wishes for continued success, happiness, and good health in the years to come.

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

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

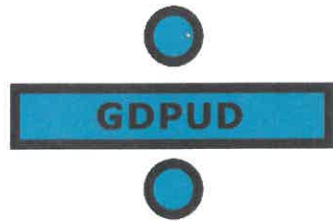
CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-43 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this thirteenth day of August 2019.

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

AGENDA ITEM 5.D

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 5.D.**



AGENDA SECTION: CONSENT CALENDAR

**SUBJECT: NOTICE OF COMPLETION FOR THE GARDEN PARK TANK
RECOATING PROJECT**

PREPARED BY: Darrell Creeks, Operations Manager

A handwritten signature in black ink, appearing to be "DC", written over a horizontal line.

APPROVED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "SP", written below the name.

BACKGROUND

The cleaning and recoating of the Garden Park water storage tank is included in the FY 2018-19 Operating Budget and the Five-Year Capital Improvement Plan. On February 12, 2019, the Board of Directors adopted Resolution 2019-15 awarding the construction contract and authorizing the General Manager to execute a contract with Olympus and Associates in the amount of \$114,565 and authorized the General Manager to approve change orders not to exceed 10% of the contract amount.

DISCUSSION

On June 6, 2019, the final inspection was conducted by Bay Area Coating Consultants. The project was deemed complete and the tank was placed back in service on July 2, 2019. The Board needs to formally accept the work as complete and direct staff to file the Notice of Completion for the Recoating Garden Park Water Storage Tank with the El Dorado County Recorder.

FISCAL IMPACT

The capital project budget for this Project is \$256,450. Project expenditures are listed below:

Construction Inspection and Management	\$ 26,975.88
Construction Contract	\$112,950.00
<u>Change Orders</u>	<u>\$ 0</u>
Total	\$139,925.88

Expenditures will be less than the Project budget. Funds for this project are in the FY 2018-19 Operating Budget and a budget adjustment is not needed.

CEQA ASSESSMENT

Categorically Exempt, CEQA Guidelines Section 15301, Existing Facilities; and Section 15061, No Possibility of Significant Effect on the Environment. The Project is limited to maintenance of existing facilities and does not involve an expansion of use. A Notice of Exemption was filed with the County and State of California on February 11, 2019.

RECOMMENDED ACTION

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

ATTACHMENTS

1. Resolution
2. Notice of Completion

AGENDA ITEM 5.D.

Attachment 1

Resolution 2019-47

Accepting Garden Park Tank Coating Project as Complete

RESOLUTION NO. 2019-47
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ACCEPTING COMPLETION AND DIRECTING THE FILING OF
NOTICE OF COMPLETION FOR THE RECOATING OF THE GARDEN
PARK WATER STORAGE TANK PROJECT

WHEREAS, on February 25, 2019, the Georgetown Divide Public Utility District (District) entered into a contract with Olympus and Associates Inc, a California Corporation, with its primary office located at 405 Lovitt Lane, Reno, Nv 89506, hereinafter "CONTRACTOR" for the recoating of the interior and exterior of a water storage tank at Garden Park Subdivision, Garden Valley, CA 95633.

WHEREAS, the CONTRACTOR commenced work on the project on April 16, 2019; and

WHEREAS, the final inspection of the project was conducted on June 6, 2019, by Bay Area Coating Consultants and the project was deemed complete; and

WHEREAS, the storage tank was placed back in service on July 8, 2019.

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

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

PASSED AND ADOPTED on this 13th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-47 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 13th day of August 2019.

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

AGENDA ITEM 5.D.

Attachment 2

Notice of Completion

Recording requested by:
Georgetown Divide Public Utility District

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

For recorder's use

Exempt from fees pursuant to Government Code section 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

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

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

3. The name and address of the direct contractor for the work of improvement as a whole is:

Olympus and Associates
405 Lovitt Lane
Reno, Nv 89506

4. This notice is given for completion of the work of improvement as a whole.
5. On the 6th day of June 2019, the project was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:

Recoating the Garden Park Water Storage Tank

6. The real property herein referred to is situated in the unincorporated area of the County of El Dorado, State of California, and is described as follows:

On the end of Hill Top Road in Garden Valley near the Garden Park Subdivision.

7. The street address of said property is:

End of Hill Top Road in Garden Valley

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

Date: _____

By: _____

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

VERIFICATION

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

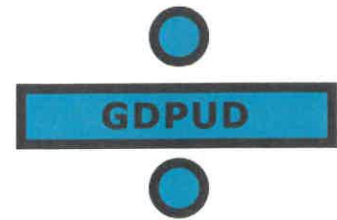
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: _____, at Georgetown, California

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

AGENDA ITEM 5.E

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF August 13, 2019
AGENDA ITEM NO. 5.E.**



AGENDA SECTION: CONSENT

**SUBJECT: ADOPT A RESOLUTION APPROVING EXTENSION OF
VENDOR AGREEMENT WITH PACE SUPPLY FOR THE
PURCHASE OF DISTRIBUTION PARTS AND SUPPLIES FOR
FISCAL YEAR 2019/20**

PREPARED BY: Darrell Creeks, Operations Manager

A handwritten signature in black ink, appearing to be "DC", written over a horizontal line.

APPROVED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "SP", written over a horizontal line.

BACKGROUND

The District routinely purchases distribution parts and supplies throughout the year to keep up with repairs in the District's distribution system. The District needs distribution parts and supplies on a regular basis. These supplies are used to maintain and repair the distribution system when failures occur. The District keeps supplies in stock in the shop, so District staff is ready for water breaks and other problems when they happen. As supplies are used they are re-ordered to stock the shelf. This allows staff to be efficient and make repairs quickly and gets customers water back on sooner.

In accordance with the District's Procurement Policy and Procedures, a request for bids was issued on October 12, 2018. The Board awarded the contract to PACE Supply for an amount not to exceed \$65,000 for fiscal year 2018/19 at the December 2018 Board meeting with an option to extend the agreement and issue a new purchase order for an additional year. The District may extend the agreement twice. The agreement is included as Attachment 2.

DISCUSSION

In order to continue purchasing parts and supplies needed to repair and maintain the water system, Staff would like to extend the agreement for fiscal year 2019/20 for an amount not to exceed \$65,000. According to the District's Procurement Policy and Procedures, purchases over \$45,000 require Board authorization. Staff is requesting that the Board authorize the one-year extension for the amount of \$65,000.

At the conclusion of this fiscal year the District may extend the agreement and issue a new purchase order for one additional year.

FISCAL IMPACT

These purchases are included in the Fiscal Year 2019-2020 Operating Budget, and a budget adjustment is not required. Upon approval of this agreement, Staff will notify PACE supply of

the extension and issue a blanket purchase in an amount not to exceed \$65,000 for this fiscal year.

CEQA ASSESSMENT

This action is not a CEQA project.

RECOMMENDED ACTION

Adopt the attached resolution authorizing the vendor agreement with PACE Supply.

ATTACHMENTS

1. Resolution
2. Vendor agreement signed by PACE

AGENDA ITEM 5.E.

Attachment 1

Resolution

RESOLUTION NO. 2019-48

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
EXTENDING THE VENDOR AGREEMENT WITH PACE SUPPLY FOR THE
PURCHASE OF DISTRIBUTION PARTS AND SUPPLIES FOR FISCAL YEAR
2019/2020 IN THE AMOUNT OF \$65,000**

WHEREAS, the District routinely orders distribution parts and supplies; and

WHEREAS, the Fiscal Year 2019-2020 Operating Budget includes funding to purchase distribution parts and supplies; and

WHEREAS, the District obtained pricing for distribution parts and supplies through a request for bids document on the District website and Ebidboard.com; and

WHEREAS, on December 11, 2018, the Board awarded a vendor agreement to PACE Supply for Fiscal Year 2018-2019 with the option of two one-year extensions; and

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

WHEREAS, Staff anticipates the purchases made under this vendor agreement for Fiscal Year 2019-2020 will not exceed \$65,000

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the General Manager is authorized to extend the Vendor Agreement for distribution parts and supplies from PACE Supply for Fiscal Year 2019/2020 in the amount of \$65,000.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-48 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of August 2019.

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

AGENDA ITEM 5.E.

Attachment 2

Vendor Agreement

WATER DISTRIBUTION PARTS AND SUPPLIES VENDOR AGREEMENT

THIS WATER DISTRIBUTION PARTS AND SUPPLIES VENDOR AGREEMENT (“Agreement”) is made and entered into this 19 day of July 2019, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California public utilities district (“District”), and Pace Supply (“Vendor”), whose address is 8400 24th Avenue Sacramento, Ca 95826. District and Vendor 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 seeks to **Extend** the vendor agreement in the sale of water distribution parts and supplies (the “Products”) to purchase the Products on an as-needed basis.

B. District issued a Request for Bids on October 12, 2018 and determined that Vendor is the lowest bidder that fulfills the requirements outlined in the Request for Bids. The Request for Bids is attached as **Exhibit A**.

C. Vendor represents that it is licensed to sell the Products to the District from the Effective Date through June 30, 2019.

D. Vendor has made a proposal to District to sell the Products to District on an as-needed basis. A description of the Products Vendor has proposed to sell District is attached hereto as **Exhibit B** (the “Products List”).

E. District desires to retain Vendor to provide Products on an as-needed basis, subject to the terms and conditions set forth in this Agreement. However, District has no obligation to purchase any Products from Vendor.

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

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 46 of this Agreement, Sections 1 through 46 shall prevail.

Section 2. Term. The term of this Agreement shall commence on the Effective Date and will continue in effect until June 30, 2019, with the option to renew for one (1) additional year, unless the Parties mutually agree in writing to terminate the Agreement earlier, or it is terminated earlier as provided for in Sections 16 or 18 below (“Term”).

Section 3. Non-Exclusive Agreement. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement between District and Vendor. This Agreement shall not restrict District from acquiring similar, equal, or like goods from other entities or sources.

Section 4. Purchase Orders. Subject to the terms and conditions set forth in this Agreement, Vendor shall provide District with the Products described in Exhibit B on an as-needed basis when in receipt of a purchase order from District. A sample purchase order is attached hereto as **Exhibit C** (“Purchase Order”).

4.1 *Purchase Order Cancellation.* Vendor shall deliver the Products on the delivery date specified in the Purchase Order. District reserves the right to cancel a Purchase Order without penalty by notice to Vendor on or before the given cancellation date in the Purchase Order and at any time if the completion or delivery date is not met or, if prior to such date, District had reason to demand adequate assurance of due performance and such assurance is not forthcoming within ten (10) days after the date of District’s demand. If a delivery date or completion date is not specified on the Purchase Order, reasonable time will be allowed. District may cancel the unreceived portion of a Purchase Order at any time if delivery of the Products is not timely. If Vendor can fulfill its delivery obligation only by shipping by premium routing, the premium charges shall be paid by Vendor. If Vendor ships the Products after the “delivery by” date, “ship on” date, after the cancellation date, or after actual cancellation, District may, in the exercise of its sole discretion, refuse the shipment, or District may accept the Products.

4.2 *Non-Conforming or Unordered Products.* District will have no obligation to accept or pay for any unordered Products or Products shipped that do not conform to, or comply with, the terms and conditions of the District Purchase Order or the terms and conditions of this Agreement, including shipping and routing instructions and dates of shipment and delivery. If District takes delivery of such nonconforming order, or any part of such an order, District reserves the right to deduct from its payment all actual or reasonable expenses, including but not limited to transportation, inspection, receipt, recall, care and custody of the Products, and notice to Vendor, incurred as a result of such non-conformity or non-compliance.

If District takes delivery of unordered or non-complying Products, District may, without notice to Vendor of such fact, ship the unordered or non-complying Products to Vendor at Vendor’s cost and expense. District will have no obligation to accept or to pay for any substituted goods or excess shipment of any Products made without District’s prior written approval.

4.3 *Right of Inspection.* District will have the right to inspect the Products and reject any nonconforming Products within thirty (30) days of delivery. This right of inspection, whether exercised or not, will not affect District’s right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. Payment by District will not be construed as an acceptance of Products or as a waiver or limitation of any of District’s rights as set forth herein.

Section 5. Compensation.

{CW068983.6}

5.1. *Payments.* District shall issue payment in the amount invoiced by Vendor within thirty (30) calendar days of receiving such invoice unless otherwise agreed to in writing by the Parties. In the event that an amount of an invoice is in dispute, District shall inform Vendor of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

5.2. *Invoices.* Vendor shall provide District with monthly invoices sufficiently evidencing the goods and merchandise provided to District by Vendor. All invoices furnished to District by Vendor shall be in a form approved by District. Vendor shall submit all billings for Products to District within forty-five (45) days of delivering such Products. Vendor must notify District's Accounts Payable in writing of any change to Vendor's "remit address." Failure to do so will delay future payments.

Section 6. Time of Delivery. Vendor warrants that it will deliver the Products within five (5) calendar days of the Purchase Order, or as otherwise stated on the Purchase Order when received. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

Section 7. District Assistance to Vendor. Vendor shall, at its sole cost and expense, furnish all Products sold pursuant to the terms of this Agreement. Notwithstanding the foregoing, District shall: (i) not actively interfere with Vendor's sale and delivery of Products under this Agreement; (ii) provide such information as Vendor may reasonably require to sell and deliver the Products under this Agreement; (iii) promptly review any and all documents and materials submitted to District by Vendor to avoid unreasonable delays in Vendor's sale and delivery of Products under this Agreement; and (iv) promptly notify Vendor of any fault or defect in the Products, or delivery or receipt of Products.

Section 8. Representations of Vendor. District relies upon the following representations by Vendor in entering into this Agreement:

8.1. *Qualifications.* Vendor represents that it is qualified to provide the Products listed in Exhibit B, and that it possesses the necessary licenses and permits required to deliver the Products or will obtain such licenses or permits prior to the time such licenses or permits are required. Vendor shall also ensure that all subcontractors are similarly licensed and qualified. Vendor represents and warrants to District that Vendor shall, at Vendor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Vendor to sell the Products and shall provide District a copy of any such documentation upon request.

8.2. *Compliance with State and Local Regulations.* Vendor shall ensure compliance with all applicable federal, state, and local laws, ordinances, regulations, and permits. Vendor shall perform all work according to generally accepted standards within the industry. Vendor shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work. District shall have the right to request

and review documentation from Vendor evidencing Vendor's compliance with state and local regulations.

8.3. *Conformity with Law and Safety.* Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including state, municipal and local governing bodies having jurisdiction over any or all of the scope of Vendor's operations, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law and all other applicable state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. Vendor's failure to comply with any laws, ordinances, codes, or regulations applicable to the sale of Products hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

Section 9. Inspection of Records and Products. District shall have the right to audit Vendor's records for the purpose of determining compliance with any or all portions of this Agreement and to test Vendor's Products to confirm the quality thereof.

Section 10. Product Recall Policy. In the event of any and all Product recalls that are either (i) agreed upon between District and Vendor or (ii) that are required (either by law or in the commercially reasonable judgment of District) because District has reason to believe the Products are dangerous, defective, incomplete, infringe upon intellectual property rights, or are not in compliance with applicable laws and regulations, the Products will be returned to Vendor at Vendor's expense. The Agreement terms and conditions continue to apply to Products that have been recalled.

Section 11. Price Increase Notification. Vendor must deliver to District written notice of any proposed price increases a minimum of thirty (30) days prior to the effective date of such price increase. District may establish additional price change notices and other procedures from time to time upon written notice to Vendor. District will not be obligated to pay such price increase for any Products for which Vendor did not timely deliver such written notice.

Section 12. Price Decrease Notification. Vendor must deliver to District written notice of any proposed price decreases a minimum of thirty (30) days prior to the effective date of such price decrease.

Section 13. Confidentiality. Vendor understands and agrees that, in the sale of Products under this Agreement or in the contemplation thereof, Vendor 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").

Vendor shall not, either during or after the Term of the Agreement, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Vendor

written authorization to make any such disclosure, Vendor shall do so only within the limits and to the extent of that authorization.

Section 14. Excusable Delays; Notice to Other Party of Delay. Vendor shall not be in breach of this Agreement in the event that sales of the Products are temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts, and other labor disturbances, or other catastrophic events, which are beyond the reasonable control of Vendor. Force Majeure does not include: (i) Vendor’s financial inability to perform; (ii) Vendor’s failure to obtain any necessary permits or licenses from other governmental agencies; or (iii) Vendor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Vendor.

Section 15. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 16. Termination of Purchases by District for Its Convenience. District shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Vendor. In the event District shall give such notice of termination, Vendor shall cease selling Products to District upon receipt of said notice given as required in this Agreement. Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Vendor after the date of the notice of termination.

Section 17. Assurance of Performance. If, at any time, District believes Vendor may not be adequately performing its obligations under this Agreement or may fail to provide the Products as required by this Agreement, District may submit a written request to Vendor for written assurances of performance and a plan to correct observed deficiencies in Vendor’s performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 18. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If District cancels this Agreement for breach and it is subsequently determined that Vendor did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by District shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate District for all detriment proximately caused by Vendor’s failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Vendor.

District shall not in any manner be liable for Vendor's actual or projected lost profits had Vendor completed the sale of Products required by this Agreement.

Section 19. Arbitration of Disputes. All claims, disputes, and other matters in question between District and Vendor arising out of, or relating to this Agreement or the breach thereof, including claims of Vendor for extra compensation for Products, shall be decided by arbitration before a single arbitrator in accordance with the provisions of California Code of Civil Procedure sections 1281 to 1284.2 (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties under this Agreement including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the product of the Vendor, rights to payment, and whether the necessary procedures for arbitration have been followed.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of El Dorado County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in California Code of Civil Procedure section 1283.05.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with its dispute with the other Party and to the arbitration.

Section 20. Insurance Coverage. During the Term, the Vendor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than "A-," and will provide the District with written proof of said insurance. Vendor shall maintain coverage as follows:

20.1. *General Liability.* Vendor shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply, or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

20.2. *Worker's Compensation Insurance and Employer's Liability.* Vendor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Vendor 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) policy limit for each employee's bodily injury by disease.

20.3 *Errors and Omissions Liability.* Vendor shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Vendor's profession.

Section 21. Additional Insurance Requirements. Within thirty (30) days of the Effective Date, Vendor 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 Vendor 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, its agents, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied, or used by the Vendor, or automobiles owned, leased, or hired or borrowed by the Vendor. 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 and any insurance or self-insurance maintained by District shall be in excess of Vendor'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.

Section 22. Indemnification by Vendor. To the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.8), Vendor shall defend with legal counsel reasonably acceptable to District, indemnify, and hold harmless District and District's agents, officers, employees, and volunteers from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Vendor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Vendor, or any direct or indirect subcontractor, employee, contractor, representative, or agent of Vendor, or anyone that Vendor controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify District and District's agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's agents, officers, employees, and volunteers, but shall apply to all other Liabilities. With respect to third party claims against the Vendor, the Vendor waives any and all rights of any type of express or implied indemnity against District and District's agents, officers, employees, and volunteers.

Section 23. Liability of District. 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 sale of Products performed in connection with this Agreement.

Section 24. Independent Contractor. At all times during the Term, Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Vendor sells and delivers the Products sold under this Agreement. Vendor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between District and Vendor. District shall have the right to control Vendor only insofar as the result of Vendor's sales and deliveries rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Vendor accomplishes the sale and delivery of Products rendered pursuant to this Agreement.

Section 25. Vendor Not Agent. Except as District may specify in writing, Vendor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Vendor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 26. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the goods or merchandise delivered pursuant hereto, shall be the obligation of Vendor.

Section 27. Notices. Any notice or communication required hereunder between District and Vendor must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by

the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634
Attention: Steven Palmer, General Manager
Tel: (916) 254-3287

With courtesy copies to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950
Fax: (916) 468-0951

If to Vendor: PACE Supply
8400 24th Avenue

Attention: Rick Merri
Tel: (916)-379-5129
Fax: (916)-379-7060

Section 28. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Request for Bids
Exhibit B:	Products List
Exhibit C:	Sample Purchase Order

Section 29. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

Section 30. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 31. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

Section 32. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 33. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

Section 34. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 35. Venue. Venue for all legal proceedings shall be in the Superior Court of California, County of El Dorado.

Section 36. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 37. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 38. Audit. District shall have access at all reasonable times to all invoices, purchase orders, contract documents, contract files, and personnel necessary to audit and verify Vendor's charges to District under this Agreement.

Section 39. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

Section 40. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic, or oral, between the Parties with respect to the subject matter of this Agreement.

Section 41. Mandatory and Permissive. "Shall," "will," and "agrees" are mandatory. "May" and "can" are permissive.

Section 42. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

Section 43. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

Section 44. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 45. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 46. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Vendor as of the Effective Date.


DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

By: _____
Steven Palmer PE, General Manager

Date: _____

VENDOR:

By:  _____

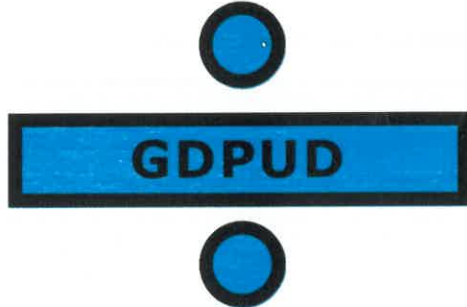
Name: RICK MORRIS / PACE SUPPLY

Date: 7/25/19

Approved as to Form:

Barbara A. Brenner, General Counsel
Georgetown Divide Public Utilities District

**EXHIBIT A
REQUEST FOR BIDS**



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR BIDS

Water Distribution Parts and Supplies

Responders to this Request for Bids (RFB) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

Proposal Submission Deadline (date/time): October 26, 2018 at 3:00pm

**Submit Proposal to: Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634**

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR BIDS:

Potential respondents who want to receive changes, additions, and deletions to the RFB, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFBs is at the following website: http://gd-pud.org/#Bids_&_Proposals

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REQUEST FOR BID
Water Distribution Parts and Supplies

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (GDPUD) is soliciting Bids from Vendors to provide Water Distribution Parts and Supplies for 2018/2019 fiscal year. In general, the bids will cover prices for supplies for this fiscal year.

GDPUD will open and review the Bids at 3:00pm on October 26, 2018.

Submission of a Bid indicates acceptance by the Vendor of the conditions contained in this RFB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between GDPUD and the Vendor selected. GDPUD reserves the right, without prejudice, to reject any or all bids.

1.1 RFB Schedule

Advertisement of RFB	October 12, 2018
Deadline for Questions	October 18, 2018
Response to Questions	October 19, 2018
Deadline for Proposal/Bid Submittal	No later than 3:00 PM, October 26, 2018
Award by Board	Anticipated November 13, 2018

1.2 General Selection Process

GDPUD intends to select a responsible and responsive Vendor with the lowest total bid amount.

SECTION 2 — SCOPE OF SERVICES

ARTICLE 1

ARTICLE 2 The Vendor will provide pricing for the water distribution parts and supplies listed in Attachment A, Bid Schedule. The Bid Schedule is a list of anticipated items and their estimated quantities for the remainder of the fiscal year. GDPUD may not order all of the items during the fiscal year, may order more or less than the estimated quantity during the fiscal year, and may order items not identified in the Bid Schedule. The objective of this RFB is to select a vendor that sells the products identified in the Bid Schedule, obtain the lowest possible pricing for those items, and issue a blanket purchase order to the Vendor to be used for purchases throughout the fiscal year. GDPUD does not guarantee a minimum quantity that will be ordered under this purchase order.

ARTICLE 3

ARTICLE 4 The Vendor shall supply and deliver materials and supplies to GDPUD at the main office and at various times throughout the year. The primary delivery location will be:

ARTICLE 5

ARTICLE 6 GDPUD Office
ARTICLE 7 6426 Main Street
ARTICLE 8 Georgetown, California 95634

ARTICLE 9

SECTION 3 — RFB SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist Vendors in the preparation of their proposal and to simplify the review process for GDPUD. One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by GDPUD no later than **October 26, 2018 at 3:00 PM**. If a proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the proposal to GDPUD on or before the deadline.

Bids shall be clearly marked "Request for Bids for Water Distribution Parts and Supplies," and submitted to:

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

Note: Late submittals or submittals delivered to the wrong location will be rejected.

GDPUD requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFB. The Bids must be signed by proposer's representative authorized to execute a contract between GDPUD and proposer. The Bids must include the following:

A. Cover Letter

- List the name, address, and telephone number of the Vendor.
- Signed by an authorized representative of the consultant. The Vendor shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Vendor. The form could be a Corporate Resolution.
- State the bids are firm for the 2018/2019 fiscal year.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Vendor selection process.
- Provide the location of the Vendors headquarters.

B. Bid Schedule

- Provide a completed and signed bid schedule (Attachment A).

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

4.1 Selection Criteria

GDPUD intends to select a responsible and responsive Vendor with the lowest total bid amount. The lowest total bid amount will be determined based on the Total Bid Amount provided by the Vendor on Attachment A, Bid Schedule.

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

This RFB does not commit GDPUD to award a contract, to pay any cost incurred in the preparation of the Consultant's RFB response, or to procure or contract for services or supplies. GDPUD is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. GDPUD reserves the right to accept or reject any or all RFB responses received because of this request or to cancel all or part of this RFB.

5.2 Public Records

All proposals shall become the property of GDPUD and will become public records and, as such, may be subject to public review.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFB, prior to October 18, 2018, please email:
Darrell Creeks, Operations Manager
Email: dacreeks@gd-pud.org

**EXHIBIT B
PRODUCTS LIST**

ITEM NUMBER	PART ID	QUANTITY
1	*NLA 6 HYMAX REP COUP 6.42-7.68 - 6" hymax	10
2	1 MACH10 CF 6' PITPAD	8
3	1-1/2 CARB TIP HOLE SAW 24CT - 1.5" carbide holesaw	1
4	1-1/4X3 FC REDI-CLAMP 1.66 - 1.66 service clamp 3" long	12
5	1-1/4X6 FC REDI-CLAMP 1.66 - 1.66 service clamp 6" long	6
6	14 ALUM STRT PIPE WRCH 814 - pipe wrench	1
7	1X3 FC REDI-CLAMP 1.32 - 1.32 service clamp 3" long	50
8	1X300 IPS SIDR7 HDPE PIPE - 1" poly tube	600
9	1X520 PTFE PIPE THRD TAPE - pipe tape	5
10	1X6 FC REDI-CLAMP 1.32 - 1.32 service clamp 6" long	24
11	2 HYMAX REP COUP 2.10-3.03 - 2" hymax	12
12	2X100 IPS SIDR7 HDPE PIPE - 2" poly tube	100
13	3 ZN 150# FLG NUT/BLT SET - 3" nut & bolt gasket set	10
14	3/4 MACH10 R900I CF	18
15	3/4X3 FC REDI-CLAMP 1.05 - 1.05 service clamp 3"	12
16	3/4X520 PTFE PIPE THRD TAPE -pipe thread tape	20
17	3/4X6 FC REDI-CLAMP 1.05 - 1.05 service clamp 6"	8
18	4 C900 DR14 PVC GJ BLUE PIPE - 4" C900	40
19	4 DI 125# C110 FLG 90 BEND - 4" flange with 90 bend	2

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20	4 FLG TYTE GSKT - 4" flange gasket	10
21	4 HYMAX REP COUP 4.25 - 5.63 - 4" hymax	12
22	4 ZN 150# FLG NUT/BLT SET - 4" flange nut & bolt	10
23	4-1/2 DRESSER 129 NEW STYL B/O COUP - break away coupler	2
24	4-1/2 DRESSER 129 OLD STYL B/O COUP - break away coupler	2
25	4X12-1/2 1B REP CLMP 4.45-4.73, 12"	3
26	4X7-1/2 1B REP CLMP 4.45-4.73, 7"	4
27	6 A/C X CI TRAN GSKT - A/C - C900 transition gasket	12
28	6 FLG TYTE GSKT - 6" flange gasket	30
29	6 HYMAX 2 REP COUP 6.42-7.68 - 6" hymax	6
30	6 MJXFLG C153 ADPT L/A - 6" M3 - flange adapter	1
31	6 ZN 150# FLG NUT/BLT SET - 6" flange nut & bolt set	30
32	6X12-1/2 1B REP CLMP 6.56-6.96 - 12" repair clamp	1
33	6X12-1/2 1B REP CLMP 6.84-7.24 - 12" repair clamp	2
34	6X12-1/2 1B REP CLMP 7.05-7.45 - 12" repair clamp	10
35	6X12-1/2 1B REP CLMP 7.45-7.85 - 12" repair clamp	2
36	6X25 1B REP CLMP 6.56-6.96 - 25" repair clamp	1
37	6X25 1B REP CLMP 7.05-7.45 - 25" repair clamp	1
38	6X25 7.45-7.85 - 25" repair clamp	1
39	6X7-1/2 1B REP CLMP 6.84-7.24 - 7.5" repair clamp	1
40	6X7-1/2 1B REP CLMP 7.05-7.45 - 7.5" repair clamp	15

{CW068983.6}

41	6X7-1/2 1B REP CLMP 7.45-7.85 - 7.5" repair clamp	2
42	8 DI 125# C110 FLG 90 BEND - flange kit with 90 bend	1
43	8 FLG TYTE GSKT - 8" flange gasket	4
44	8 HYMAX REP COUP 8.54-9.84 - 8" hymax	2
45	8 ZN 150# FLG NUT/BLT SET - 8" flange nut & bolt set	4
46	8X12-1/2 1B REP CLMP 8.99-9.39 - 12" repair clamp	1
47	8X25 1B REP CLMP 8.54-8.94 - 25" repair clamp	2
48	8X7-1/2 1B REP CLMP 8.99-9.39 - 7.5" repair clamp	2
49	CNCRT LID WTR - concrete box lid	25
50	DRESSER 300 4-1/2 TRAF REP KIT - 4.5" dresser repair kit	6
51	DRESSER 300 HYD OP NUT #308 OL 1.5P - operation nut repair kit	6
52	DRESSER 4-1/2 UPPER STEM OPEN LEFT	2
53	DRESSER 500 4-1/2 TRAF REP KIT - repair kit for dresser 500	6
54	FLBL WTR INV MARK PAINT - blue marking paint	45
55	G-5BOX VLV BX L/LID - valve box	36
56	G-5GR10 VLV BX GRD RNG - valve riser 1"	10
57	G5GR15 VLV BX GRD RNG - valve riser 1.5"	10
58	G5GR20 VLV BX GRD RNG - vlave riser 2"	10
59	LF 1 BRS 125# THRD GATE VLV - 1" gate valve	30
60	LF 1 BRS 125# THRD SWG CHK VLV - 1" check valve	10
61	LF 1 BRS 200# THRD NRS GATE VLV - 2" gate valve	40

{CW068983.6}

62	LF 1 BRS 45 ELL - 1" 45	10
63	LF 1 BRS 90 ELL - 1" 90	10
64	LF 1 BRS ST 45 ELL 1" ST 45	10
65	LF 1 BRS ST 90 ELL - 1" ST 90	20
66	LF 1 FIP X FIP BALL CURB ST LW - 1" fxf curb stop	1
67	LF 1 FIP X IPS INSTATITE COUP - 1" F instatite	40
68	LF 1 IPS COMP UNION - 1" comp coupler	12
69	LF 1 IPS X IPS INSTATITE COUP - 1" instatite coupler	18
70	LF 1 IPS X MTR ANG MTR VLV - 1" angle stop	10
71	LF 1 MIP X MIP BALL CORP ST - 1" mxm corp stop	6
72	LF 1-1/2X1 BRS BUSH - 1" x 1.5" bushing	6
73	LF 1X3/4 BRS BUSH - 1" x 3/4" bushing	25
74	LF 1X4 BRS NIP GBL - 1" x 4" nipple	8
75	LF 1X6 BRS NIP GBL - 1" x 6" nipple	18
76	LF 1XCLOSE BRS NIP GBL - 1" close nipple	36
77	LF 2X1 BRS BUSH - 2" x 1" bushing	35
78	LF 3/4 BRS 125# THRD GATE VLV - 3/4" gate valve	8
79	LF 3/4 BRS 125# THRD SWG CHK VLV - 3/4" check valve	32
80	LF 3/4 BRS 45 ELL - 3/4" 45	12
81	LF 3/4 BRS COUP - 3/4" coupler	6
82	LF 3/4 BRS ST 45 ELL - 3/4" ST 45	6

{CW068983.6}

83	LF 3/4 BRS ST 90 ELL - 3/4" ST 90	18
84	LF 3/4 BRS TEE - 3/4" tee	6
85	LF 3/4 FIP X FIP BV W/ LW - 3/4" lock wing	6
86	LF 3/4 FIP X IPS INSTATITE COUP - 3/4" IPS instatite coupler	12
87	LF 3/4 IPS X IPS INSTATITE COUP - 3/4" FxF coupler IPS	6
88	LF 3/4 MIP X IPS INSTATITE COUP - M x IPS coupler	12
89	LF 3/4X1 MTR ADPT PR - A - 34	12
90	LF 3/4X2 BRS NIP GBL - 3/4" x2" nipple	30
91	LF 3/4X2-1/2 MTR COUP - 3/4" meter spud	12
92	LF 3/4X4 BRS NIP GBL - 3/4" x 2" nipple	12
93	LF 3/4X6 BRS NIP GBL - 3/4" x 6" nipple	12
94	LF 3/4XCLOSE BRS NIP GBL - 3/4" close nipple	20
95	MTR BX - B 16 mete box	25
96	MTR BX PVC HAND PUMP W/ 6 FT HOSE - water hand pump	10

{CW068983.6}

**EXHIBIT C
SAMPLE PURCHASE ORDER**

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
WATER DISTRIBUTION PARTS AND SUPPLIES
PURCHASE ORDER**

Purchase Order
Purchase Order #:
Date of Order:
District Notes:

Supplier Information	Delivery Address
Address:	Georgetown Divide Public Utility District
Phone No:	Phone No:
Attn:	Attn:
Other Contact:	Other Contact:

Delivery By Date	Requested By	Approved By	Department

Item Name	Item Code	Qty.	Item Price	Disc.	District Notes	Subtotal

Order Total

AGENDA ITEM 6.A

BOARD REPORTS

DIRECTOR SAUNDERS

PHOTOGRAPHS



AGENDA ITEM 6.B

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 6.B.**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: GENERAL MANAGER'S REPORT

PREPARED BY: Steven Palmer, PE, General Manager

A blue handwritten signature, likely of Steven Palmer, is written over the printed name.

PROJECTS

- Automated Meter Reading and Meter Replacement Project
 - Reviewing finance application with State
- Irrigation Ordinance Update
 - First Workshop on September 20
 - Second Workshop on October 16
 - Staff working to update based on direction from Second Workshop
- Professional Services Agreement for Review of Capital Replacement Program
 - Received one proposal.
 - Re-advertising to try to get three
 - Proposals due August 20, 2019
- Reservoir and Stream Gaging
 - Preliminary engineering complete
 - Final engineering design proposals due August 30, 2019
- Office and Corporation Building Roof Repairs
 - Not started
- Annual Tank Recoating
 - Will start in Spring 2020
- Repair Safety Walkways
 - Ongoing - under construction by staff
- Treated Water Line Replacement
 - Board authorization to bid on July 11, 2019
- 2018 Main Canal Reliability
 - Board authorization to bid on August 13, 2019
- Rebuild Filter at Walton Lake Treatment Plant
 - Not started.
- Install Backup Generator
 - Design/Procurement not started

- Manhole Sealing
 - Ongoing work by staff
- Upcountry Ditch Rehabilitation
 - *Engineering design not started*
- Old ALT Water Treatment Plant Demolition
 - *Engineering design not started*
- Replace Pump Stations
 - *Engineering design not started*
- Rehabilitate District Parking Lots
 - *Design not started*
- Engineering Evaluation of Community Disposal System Disposal Field
 - *Not started*

UPCOMING BOARD ITEMS

August

- ✓ Staff Presentation on Emergency Response
- ✓ Review Finance Committee Role and Responsibility
- ✓ Approve Plans and Authorize Bid for Main Canal Reliability Project
- ✓ Notice of Completion for Garden Park Tank Recoating Project
- ~~Agreement for Annual Chemical Purchases~~

September

- Professional Services Agreement for Review of Capital Replacement Program
- Social Media Policy
- Award Construction Contract for Treated Water Line Replacement Project
- RFP for Public Outreach Consultant
- Late Fee Policy Update
- Social Media Policy

October

- Award Construction Contract for Main Canal Reliability Project
- Personnel Manual
- Contract for Roof Repair
- Professional Services Agreement for Stream Gaging Engineering
- Professional Services Agreement for Groundwater Monitoring and Reporting

Future

- Professional Services Agreement for Engineering Project Manager
- Notice of Completion for Auburn Lake Trails Water Treatment Plant Project
- Agreement for Asset Management Plan
- Board Policy Updates
- Capital Facility Charge Update

-
- District Fee Update
 - Investment Policy
 - Leakage Consideration Policy Update
 - Professional Services Agreement for Engineering Design of Upcountry Ditch Rehabilitation
 - Professional Services Agreement for Engineering Evaluation of Community Disposal System Disposal Field

AGENDA ITEM 6.C

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Manager's Report for August 2019

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

August 13, 2019, AGENDA ITEM #6.C.

Water Production for the Month of

June

Auburn Lake Trails Water Treatment Plant

35.442 million gallons
1,143,290 gallons/day average

Walton Lake Water Treatment Plant

34.389 million gallons
1,109,322 gallons/day average

Water Quality Monitoring

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

- ✓ The treatment plants are in compliance with all drinking water standards, with the exception of the ALTWTP which is currently under a SWRCB Compliance Order. To comply with this Order, a new plant is under construction.
- ✓ Distribution system monitoring results showed all samples absent/negative of any bacteriological contamination and adequate levels of disinfection through the system.

Stumpy Meadows Volume (Acre-FT)

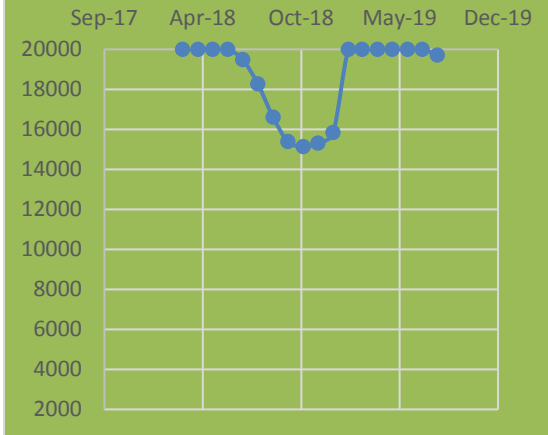
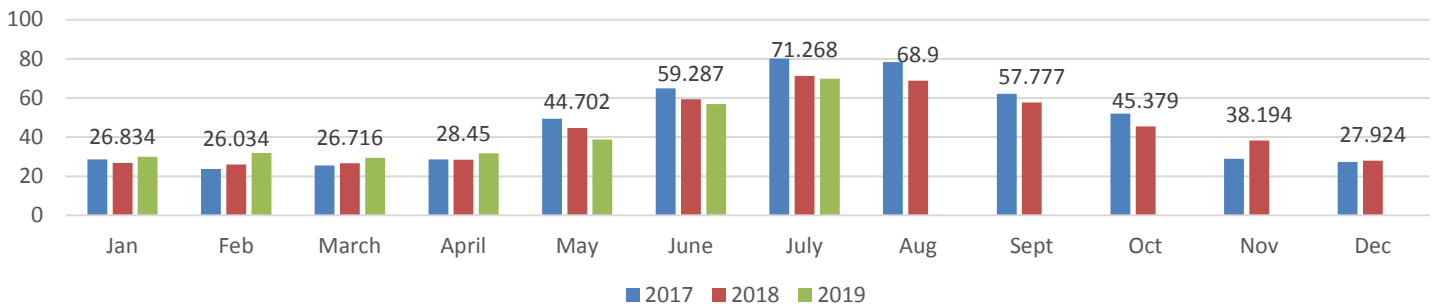


Chart Water Production (MG)



Summary of Field Work Activities

Distribution Crew

- ✓ Repaired leaks: 13 service leaks and 1 Main leak
- ✓ Repair/replace meters: 0
- ✓ Installed new service: 0 treated
- ✓ Replaced Hydrant by Greenwood post office
- ✓ Pulled new service lines on Marshall Road and Black Oak Mine Road
- ✓ Repaired Telemetry on Garden Park Kelsey Tanks
- ✓ Continued flushing fire hydrants

Maintenance Crew

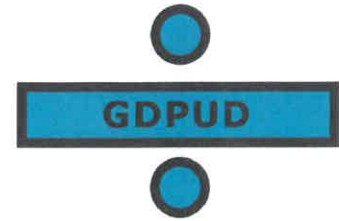
- ✓ Brush clearing on canals and fixing leaks.

Georgetown Divide Public Utility District

6425 Main Street P.O. Box 4240, Georgetown, CA 95634 • (530) 333-4356 • www.gd-pud.org
Steven Palmer, PE, General Manager • Darrell Creeks, Operations Manager

AGENDA ITEM 6.D

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 6.D.**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: ALT WATER TREATMENT PLANT PROJECT UPDATE

PREPARED BY: George Sanders, Engineering Consultant

APPROVED BY: Steven Palmer, PE, General Manager

Handwritten signatures in blue ink, one for George Sanders and one for Steven Palmer.

Introduction

This is a summary of the various work activities at the ALT Water Treatment Plant for the month of July. The Project Update flyer, to be posted on the District's website and Facebook, identifies a project percentage completion of 98% and is included as Attachment 1 within this report.

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, Youngdahl Consulting Group for Material Testing, and Foothill Associates for CEQA compliance. There were no work activities during this reporting period associated with Youngdahl Consulting Group and Foothill Associates.

Construction Activities

Construction activities at the site, during this reporting period are summarized below:

Operator Training

Throughout the month of July staff continued to work with the SCADA programmer in operating and further adjusting system functions. This continued training, a Contractor obligation as identified in the project specifications, enhanced overall operator knowledge in preparation for placing the new plant online. In addition to training on overall plant operations, staff received specific training on the operation and repair of the various chemical injection systems which are skid mounted.

Landscaping

Nothing additional to report on this work activity for the month of July. A majority of the underground piping and electrical controls remain in place with none of the system connected. The technical review of the plant submittal is complete and ready for the contractor to continue with this item of work. Anticipate planting to begin mid-August.

Painting

Painting has resumed on the top decks of the internal rooms within the filter building. In addition, the contractor has started repairs on portions of the painting within the filters together with a complete demo and repaint of the floor within the chemical storage room. Painting activities are expected to continue through the month of August.

Communications – Angel Tank

Additions have been made in the communication system to the water storage tank at Angel Camp which will allow signals to be transmitted from either the old or new facility. Water storage levels in the tank are what activate the treatment process after hours. This system has been tested and found to be operational.

Permitting

On July 19, 2019, the State Water Quality Control Board, Drinking Water Division, issued a temporary permit to operate the new treatment plant. This permit is part of an application which incorporates the entire water system under one permit. It is estimated the permit for the entire system will take up to one year to complete.

Schedule

Scheduled work activities for the month of August include completion of the landscaping, painting at various locations throughout the facility and the start of modifications to the filter to waste tank. The contractor will continue to work on items identified on the punch list.

Budget

Project expenses since the beginning of construction are compared to budget and summarized in the table below. Projected expenditures remain within the approved project budget.

PHASE	EXPENDED TO DATE	BUDGET
Construction	\$10,250,751	\$ 11,249,000
Construction Engineering, Construction Management, and Environmental	\$ 1,093,609*	\$ 1,076,226
TOTALS	\$11,344,360	\$ 12,325,226

* Expenditures under the Construction Engineering, Construction Management and Environmental have exceeded this budget category due to the extended duration of the project. Adequate funding remains available in the overall project budget.

State SRF Payment Requests

The State Water Resources Control Board (SWRCB) Loan Agreement provides for \$9,350,000 for Construction and \$650,000 for Construction Management/Administration for a total loan amount of \$10,000,000. Below is a log of disbursement claims submitted by the District to SWRCB for State Revolving Fund (SRF) disbursements, the payments that have been received to date, and the claims that are pending.

LOG OF SWRCB SRF PAYMENTS RECEIVED																																																			
Claim #	Date of Payment	Const	CM/Adm	Amount	Claim #	Date of Payment	Const	CM/Adm	Amount																																										
1	6/26/17	1,101,614	55,527	1,157,141	13	6/14/18	255,916	0	255,916																																										
2	8/17/17	439,850	0	439,850	14	8/16/18	509,295	4,345	513,640																																										
3	9/22/17	0	68,457	68,457	15	9/24/18	192,102	144,824	336,926																																										
4	10/6/17	540,675	0	540,675	16	10/17/18	240,040	9,416	249,456																																										
5	11/8/17	403,060	94,065	497,125	17	12/7/18	210,349	30,680	241,029																																										
6	12/15/17	550,310	0	550,310	18	12/7/18	94,094	0	94,094																																										
7	1/26/18	952,916	94,404	1,047,320	19	1/8/19	206,317	0	206,317																																										
8	2/21/18	218,722	0	218,722	20	12/12/18	230,335	0	230,335																																										
9	2/23/18	350,605	0	350,605	21	6/3/2019	18,158	0	18,158																																										
10	3/30/18	830,366	60,890	891,256	22	6/3/2019	134,470	0	134,470																																										
11	4/18/18	744,230	21,877	766,107	23	6/3/2019	43,605	0	43,605																																										
12	5/22/18	329,492	65,515	395,007																																															
Total Disbursements Received to Date							\$	\$650,000	\$9,246,521																																										
<table border="1"> <thead> <tr> <th colspan="6">PENDING SRF PAYMENT REQUESTS SUBMITTED</th> </tr> <tr> <th>Claim #</th> <th>Date Submitted</th> <th>Const</th> <th>CM/Adm</th> <th>Amount</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td>24</td> <td>4/11/2019</td> <td>106,924</td> <td>0</td> <td>106,924</td> <td></td> </tr> <tr> <td>25</td> <td>5/16/2019</td> <td>24,185</td> <td>0</td> <td>24,185</td> <td></td> </tr> <tr> <td>26</td> <td>7/11/2019</td> <td>40,693</td> <td>0</td> <td>40,693</td> <td></td> </tr> <tr> <td>27</td> <td>7/12/2019</td> <td>51,821</td> <td>0</td> <td>51,821</td> <td></td> </tr> <tr> <td colspan="2">Total Claims Pending</td> <td>\$223,623</td> <td>0</td> <td>\$223,623</td> <td></td> </tr> </tbody> </table>										PENDING SRF PAYMENT REQUESTS SUBMITTED						Claim #	Date Submitted	Const	CM/Adm	Amount	Comments	24	4/11/2019	106,924	0	106,924		25	5/16/2019	24,185	0	24,185		26	7/11/2019	40,693	0	40,693		27	7/12/2019	51,821	0	51,821		Total Claims Pending		\$223,623	0	\$223,623	
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26	7/11/2019	40,693	0	40,693																																															
27	7/12/2019	51,821	0	51,821																																															
Total Claims Pending		\$223,623	0	\$223,623																																															

Contract Change Orders

One contract change order was processed during the month of July. The Contract Change Orders are summarized as follows:

Approved and Pending Change Orders to Date			
Change Order #	Date Approved	Description	Amount
1	8/24/17	Misc. changes due to unforeseen site conditions and clarifications to Plans & Specifications.	\$39,772
2	3/13/17	Misc. changes due to unforeseen site conditions and clarifications to Plans & Specifications resulting in a credit.	(970)
3	11/2/17	Corrects original project completion date due to weather-related impacts.	0
4	1/10/18	Additional work required to provide stable subgrade for sludge drying beds.	12,184
5	6/04/18	Additional work related to pipe supports and drywall.	20,922
6	12/13/18	Additional work related to painting and paving.	56,146
7	Not Executed	SCADA equipment/communication changes, and programming.	13,018
8	4/3/19	Modifications to the HVAC control panels together with changes to the control panel for the motor drive system in the backwash water tank.	8,761
9	4/3/19	Installation of heat trace systems and insulation on the soda ash solution feed piping and storage tank as described in Work Change Directive 14.	23,283
10	7/17/19	Installation of additional fencing around the perimeter of the facility.	26,796
		TOTAL	\$199,912
		TOTAL EXECUTED CHANGE ORDERS	\$186,894

Permitting – Tracer Study

Representatives from the State Water Quality Control Board, Division of Drinking Water, conducted a third tracer study, at no cost to the district, during the month of July. The first and second studies were conducted by PSOMAS, as an element of work under an existing contract. Information collected from both sources will be reviewed in determining plant permitting and operational requirements.

Plant Operations

During the month of July operations staff worked with the contractor to ready the plant for online service. The plant went into service on August 1, 2019 and continues to serve the community.

Power Point Presentation

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

ATTACHMENTS

1. Project Update Flyer #27
2. Photographs

AGENDA ITEM 6.D.

Attachment 1

Project Update Flyer #27



Georgetown Divide Public Utility District

AUBURN LAKE TRAILS WATER TREATMENT PLANT

Update No. 27
August 13, 2019

Agenda Item 6.D.

6425 Main Street, P.O. Box 4240, Georgetown, CA 95634
www.gd-pud.org ♦ (530) 333-4356 ♦ Steven Palmer, PE, General Manager

PROJECT UPDATE


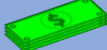


UPCOMING ACTIVITIES:

- Landscaping & Fencing
- Performance Testing
- Filter to Waste Tank

COMPLETED ACTIVITIES:

- Filter Building
- Chlorine Contact Basin with Baffles
- Raw Water Pump Station
- Backwash Water Recovery Tank

CONTRACT UPDATE

Original Contract Amount	10,249,000
Change Order #1	39,772
Change Order #2	[970]
Change Order #3	No Cost
Change Order #4	12,184
Change Order #5	20,922
Change Order #6	56,146
Change Order #7 (Pending)	TBD
Change Order #8	8,761
Change Order #9	23,283
Change Order #10	26,796

Contract Amount:
\$10,435,894

Expended thru July 2019

\$10,250,751

Percent Complete

98%

Anticipated Completion Date

Fall 2019

. Issue Notice to Proceed	M
. Mobilization & Demolition	A
. Complete Raw Water Siphon	M
. First Concrete Pour - Filter Building	J
. Complete Earthwork	J
. Complete Chlorine Contact Basin	A
. Erect Raw Water Pump Station Bldg.	S
. Complete Concrete Filter Building	O
. Filters Placed In Building	N
. Erect Filter Building	D
. Filters and Outside Electrical	J
. Filters Installed and Site Work	F
. Electrical Inside and Outside	M
. Electrical Inside and Outside	A
. Electrical Outside and Filters	M
. Electrical Raw Water Pump Station	J
. Electrical Filter Building	J
. Complete Filter Installation & Sludge Beds	A
. Complete Site Work & Raw Water Pump Station	S
. Complete Filter Building & Backwash Basin	O
. Site Improvements	N
. SCADA System	D
. Finish Electrical Systems	J
. SCADA Training	F
. Operator Training	M
. Performance Training	J
PROJECT 100% COMPLETE	Fall 2019

PROJECT CONSTRUCTION SCHEDULE:

AGENDA ITEM 6.D.

Attachment 2

Photographs

A Presentation for the
GDPUD Board of Directors
August 13, 2019

Summary of Work Activities at ALT Plant July 2019

ALT Water Treatment Plant Project Partners



Construction



Engineering
Support



Materials Testing



CEQA Compliance and SWPPP



Construction
Management

Sludge Drying Beds



Tracer Study - State



Painting



Chemical Storage Room Floor



Painting Filters



Operator Training



Angel Tank Communications



PROJECT BUDGET		
Phase	Expended to Date	Budget
Construction	10,250,751	11,249,000
Construction Engineering, Construction Management, Environmental	1,093,609	1,076,226
TOTALS	11,344,360	\$12,325,226

SRF DISBURSEMENTS	
Total Disbursements Received to Date	9,246,521
Total Claims Pending	223,623
TOTAL CLAIMS SUBMITTED	\$ 9,470,144

AGENDA ITEM 7.A

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 7.A.**



SUBJECT: Increase FY 2019-2020 Operating Budget by \$20,780 to Fund New Sampling Requirements of Long-Term 2 Enhanced Surface Water Treatment Rule

PREPARED BY: Adam Brown, Water Resources Manager *AB*

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

BACKGROUND

As part of the Long Term 2 Enhanced Surface Water Treatment Rule (LT2-ESWTR) regulated by the State of California, the District collected bi-weekly raw water samples that were analyzed for Escherichia Coli (E. Coli) from the raw water influent port of each treatment plant between July 2018 and July 2019. LT2-ESWTR criteria state that *Cryptosporidium* sampling is required if the E. Coli annual mean concentration is greater than 10 MPN/100ml¹ from a lake or reservoir source of supply. The E. Coli annual mean concentration collected from the influent to Walton Treatment Plant and Auburn Lake Trails Treatment Plant were 29.1 and 80.3 MPN/100 ml, respectively.

The influent to both treatment plants exceeded the *Cryptosporidium* sampling trigger threshold and therefore, the District is required to analyze raw water samples for *Cryptosporidium*. For a period of one year, samples will be collected and analyzed from each treatment plants raw water collection port at a frequency of twice a month. With the addition of quality control samples, it is estimated a total of 52 samples will be analyzed during the one-year period.

DISCUSSION

This budget amendment has been triggered by new mandatory compliance sampling of the Districts treated water system.

Due to the nature of analysis, the cost to analyze for *Cryptosporidium* is significantly more expensive than standard compliance sampling. Therefore; the District acquired three bids from California Certified Laboratories. Cost per analysis is detailed below:

¹ MPN/100mL – Most Probable Number/100 milliliters

Increase FY 2019-2020 Operating Budget for Newly Required Sampling

Board Meeting of August 13, 2019

Agenda Item 7.A

Analytical Laboratory	Cost per Analysis
BioVir Laboratories	\$350
California Laboratory Services	\$450
Eurofins	\$400

Price quotes are included in Attachment 1. The most cost effective laboratory to meet LT2-ESWTR sampling requirements is BioVir Laboratories® located in Benicia, California. A vendor agreement (VA) is included in Attachment 2.

- The net change to this budget category is an increase of \$20,780. The VA has been prepared to account for \$18,380 laboratory analytical services. The remaining cost incurred accounts for 24 expedited sample shipment at a total cost of \$2,400.

FISCAL IMPACT

The compliance sampling budget amendment for fiscal year 2019-20 proposes a net increase in operating expenditures of \$20,780 to department 5300 *Water Treatment* account 5084 *Government Regulatory/Laboratory Fees/License Renewals*. This action will reduce the July 31, 2020 projected balance of the water general fund (Fund 10) from \$1,575,225 to \$1,554,445.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution amending the FY 2019-20 Budget (Attachment 3).

ATTACHMENTS

1. Laboratory Analytical Bids
2. Vendor Agreement
3. Resolution

AGENDA ITEM 7.A.

Attachment 1

Laboratory Analytical Bids



IEH-BioVir Laboratories
685 Stone Road, Unit 6
Benicia, CA 94510
1-800-GIARDIA (442-7342)
Fax: 707-747-1751

CA-ELAP # 1795
EPA ID#05234CA
EPA ID# 01401

LT2 PRICE QUOTATION

TO: **Georgetown Divide PUD**

BioVir is pleased to submit this quotation for the work listed below. Prices are firm for 90 days. Sampling must begin within 6 months of Quotation. All work requires submission of a valid P.O. and is subject to BioVir Laboratories Standard Terms of net 30 days. Standard turn-around-times apply for each analyte. Thank you for considering BioVir.

DURATION OF PROPOSED CONTRACT: 1 Year	QUOTATION DATE: July 16, 2019
START DATE: Within 6 months of quotation	FREQUENCY: Bi-weekly Sampling for 12 months
PARTY RESPONSIBLE FOR SAMPLING: Georgetown Divide PUD	QUOTATION REFERENCE: Email of 07/16/19
PARTY RESPONSIBLE FOR INBOUND AND OUTBOUND FREIGHT COSTS: Georgetown Divide PUD	ATTENTION: Adam Brown 530-333-4356, ext.110; abrown@gd.-pud.org

EPA METHOD 1622 (with requirements set forth in The Long Term 2 Enhanced Surface Water Treatment Rule (January 5, 2006) and ANALYTICAL SPECIFICATIONS

CLIENT GRAB OR CLIENT FILTERED SAMPLE (See Options Below)		
MATRIX: Raw Water		
ANALYTE	METHOD	UNIT COST
CLIENT FIELD FILTERED Cryptosporidium (includes 1 filter/slide)	EPA Method 1622 (EPA-815-R-05-001, USEPA 2005)	\$ 350.00
CLIENT GRAB (10 Liter) Cryptosporidium Examination (includes 1 filter/slide)		\$ 350.00
Examination of Additional 1mL packed pellet volume (extra slide), if needed. BioVir has special EPA authority to examine 1 mL packed pellet per slide.		\$ 125.00
Additional Gelman HV Capsule Filter, if needed.		\$ 95.00
MATRIX SPIKE: Cryptosporidium Examination		\$ 395.00
Field Concentrating Apparatus (Optional)	See equipment use policy for filtration equipment	

Comments Method 1622 for LT2:

1. **IEH-BioVir will examine 1 mL of packed pellet on one slide for the price indicated above. BioVir received special EPA Authority in May 2006 to examine 1 mL of packed pellet per microscope slide rather than the ½ mL stated in the method. This represents a potential savings of approximately \$200 per-sample when compared to testing laboratories that do not have this authority.** The LT2ESWTR examination requires either 10L or up to 2 mL of packed pellet volume to be examined per sample. Depending upon the sample water quality additional slide(s) may be required to examine the required amount of sample. Please note that this is not a requirement of Method 1622, but is specific to LT2 requirements.
2. **Per Quality Control Guidelines**, preferably on the initial sample from each site and every 20 samples thereafter a matrix spike must be performed.
3. **Turn-around-time:** IEH-BioVir standard turn-around-time (TAT) will be 2 weeks from receipt of sample(s). Rush turn-around is available with completion in less than 48 regular business hours from receipt. Rush sample turn around will result in a 100% up charge for each rush sample.
4. **Detection Limit:** CRYPTOSPORIDIUM: Sample detection limits are sample volume and source water quality dependent. If an entire 10 L sample is examined the lowest detection limit will be <0.1/Liter.
5. **LT2ESWTR** requires that up to two concentrating filters be used in order to filter concentrate the required 10 Liter monthly sample. IEH-BioVir's per sample price above includes the provision of 1 concentrating filter. Additional concentrating filters will be charged at the price indicated above. Only EPA Approved concentrating filters will be used
6. **Sample Scheduling** - To ensure timely processing within the requirements of the LT2 Rule, prior to the onset of sampling, a sampling date (schedule) must be mutually agreed upon in writing..
7. **Sample Receipt:** It will be a requirement of the LT2ESWTR for the Public Water System to designate a sample day each month. The PWS will have two days before and two days after the designated sample date to take the monthly sample. To avoid delay in TAT please notify IEH-BioVir at least 5 days in advance of receipt of sample at our Benicia, California laboratory.
8. **Sample Storage and Shipment:** Samples should be cooled as quickly as possible (wet ice), kept cool (< 20EC, <10EC for E.coli) and shipped via overnight delivery. **It is critical that the samples be pre-chilled before packing for shipment. If not delivered to BioVir at less than 20°C (<10EC for E.coli), samples must be disqualified.** Alternatively, care should be taken **not to freeze** any portion of sample during storage or shipment; freezing will also disqualify a sample. If filtering in the field, do not place cold packs directly in contact with the filter element. Avoid shipping sample with too many cold packs as this might freeze the filter element. DUE TO THE HIGHLY VARIABLE AIR, WATER AND SHIPPING CONDITIONS ASSOCIATED WITH SAMPLING, STORAGE AND SHIPMENT OF METHOD 1622/1623 & E. COLI SAMPLES, BIOVIR CANNOT GUARANTEE THAT SAMPLES SHIPPED USING COOLERS, COLD PACKS AND SHIPPING CONTAINERS PROVIDED BY BIOVIR OR SHIPPED ACCORDING TO BIOVIR INSTRUCTION WILL ARRIVE AT OUR BENICIA, CALIFORNIA FACILITY WITHIN THE REQUIRED TEMPERATURE RANGE. IT IS UP TO THE SHIPPER TO DETERMINE THE APPROPRIATE AMOUNT OF COOLANT PACKED WITH EACH SHIPMENT.
9. **Holding Time:** Cryptosporidium/Giardia samples must be extracted from the filter cartridge within 96 hours of sample collection. After the sample is properly chilled, ship to arrive at our Benicia, California facility via overnight delivery. Holding time for E.coli is 30 hours.
10. **Lost or Disqualified Samples:** The Utility shall be responsible for the cost of capsule filters, cubitainers and freight associated with samples that cannot be processed due to temperature issues (high or low), damage in shipment, loss or other quality control issues which are not the direct responsibility of IEH-BioVir.
11. **Concentrating Filters**, including extras, that are shipped by IEH-BioVir and received by the Utility that are not returned to IEH-BioVir as a sample to be processed shall be promptly (within 90 days of original delivery) returned to IEH-BioVir in original, unopened and undamaged condition. Filters that are damaged, opened, or not returned will be charged to the Utility at the rate indicated above. Freight charges associated with their return shall be the responsibility of the Utility. Any changes to these Concentrating Filter conditions shall be by prior agreement, in writing, by both parties.
12. **Laboratory Hours.** IEH-BioVir's normal hours of operation are 0830 - 1700 Monday through Friday. If samples are to be delivered outside these times, special arrangements must be made. At least one day in advance notice for late-in-day (>1600 hours) delivery M - F; and at least two days advanced notice of weekend deliveries. Please call in advance to confirm if a weekend delivery is available. A turn-key charge of \$300 will be added to the cost of an analytical batch if samples are to be delivered and processed on a weekend.
13. **Data Reporting:** IEH-BioVir will report results as required by the LT2 Data Quality Control System.
14. **EPA Approval Status:** *Approved as of January 5, 2006. Special 1 mL Packed Pellet Examination Authority May, 2006.*

15. **COMPANY IS NOT AN INSURER:** IEH-BioVir Laboratories is not an insurer or guarantor of the quality and/or purity of water, wastewater, biosolid or other material from which the sample was taken. IEH-BioVir offers no express or implied warranties whatsoever concerning the quality of purity of any water, wastewater, biosolid or other material which is ultimately consumed, distributed, applied or otherwise disposed.
16. **MAINTENANCE OF RECORDS:** IEH-BioVir Laboratories shall maintain records pertaining to the historical reconstruction of client's data for a minimum of five years from the date of issuance of the final report. Records may be destroyed after that date unless a written client's request for records transfer is received by IEH-BioVir which requests otherwise. Records transfer or storage charges may apply after the 5 year period.

BioVir Representative: <i>Jana Mallari</i>		07.16.2019
Jana Mallari Lab Support		Date

Adam Brown

From: Matt Yost <matty@californialab.com>
Sent: Tuesday, June 4, 2019 1:34 PM
To: Adam Brown
Subject: RE: Crypto Analysis

Good afternoon Adam,

We don't analyze Cryptosporidium here in this lab, but we do offer subcontract services for it.

The cost is \$450 that includes a 2.5 gallon cubetainer for collection. This analyte does have a short hold time, 36 hrs., so if you could get it here later in the day, we would deliver it to the subcontract lab early the next morning without any problems. Also no Friday collection due to hold time!

Let me know if you have any more questions.
Thanks

Matt Yost

Client Services

California Laboratory Services
3249 Fitzgerald Rd.
Rancho Cordova, 95742
800.638.7301 Ext. 115 (Office)
916.638.4510 (Fax)
matty@californialab.com
www.californialab.com

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From: Adam Brown [mailto:abrown@gd-pud.org]
Sent: Tuesday, June 04, 2019 12:47 PM
To: Matt Yost <matty@californialab.com>
Subject: Crypto Analysis

Hi Matt,

Do you offer cryptosporidium analysis. If so what is the cost per sample and any equipment you supply for sample collection, if any?

Thank you,
-Adam

Adam Brown

Water Resources Manager

Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, California 95634

(530) 333-4356 ext.110 Main
(530) 333-9442 Fax
abrown@gd-pud.org

Contact: Adam Brown
Company: Georgetown Public Utility District
Address: 6425 Main Street
 Georgetown, CA 95634
 USA
Phone: 530-333-4356
Fax:
E-mail: abrown@gd-pud.org

Sample Matrix: Water
Testing Frequency: Monthly
Lab Turnaround Time: 15 days
Estimated Start Date: 11-Jul-2019
Payment Terms: Upon Receipt

We are pleased to submit the following quotation: Prices are firm thru 12/31/2019, provided PO is received within 45 days and prior to receipt of samples. Work may not begin, or is COD, until receipt of a completed vendor application & credit approval. Client is responsible for sample collection and delivery to the lab in acceptable condition within 24 hours. Payment for services is due upon receipt of invoice and not contingent upon third party payments. All other Eurofins Eaton Analytical, LLC standard terms and conditions apply unless otherwise specified herein. Quote does not include any applicable taxes unless noted below.

ITEM	QTY	DESCRIPTION	METHOD	UNIT PRICE	EXT'D PRICE
LT2					
	48	Giardia/Cryptosporidium	EPA 1623	\$400.00	\$19,200.00
	0	Giardia/Cryptosporidium Additional Capsule Filter	EPA 1623	\$100.00	\$0.00
	0	Giardia/Cryptosporidium Additional IMS Kit	EPA 1623	\$125.00	\$0.00
	6	Giardia/Cryptosporidium MS	EPA 1623	\$400.00	\$2,400.00

Sample Management

	0	Sample Collection Cubitainer	----	\$0	\$0
	0	Sample Collection Filter	----	\$0	\$0
	0	Sample Kit	----	\$0	\$0
	0	Sample Kit Delivery	----	\$0	\$0
	24	Sample Kit Return Shipping (filters only)	----	\$75	\$1800
	0	Sample Kit Return Shipping (filled 10L cubitainers)	----	\$125	\$0

Data Deliverables

	1	Hardcopy Reports (via PDF)	----	\$0	\$0
	1	QC Level II	----	\$0	\$0
	1	Website Data Tracking & Mgmt.	----	\$0	\$0

Grand Total: \$23,400.00

Notes

1) Project: LT2

Sample Shipping and Scheduling:

Shipment of sample containers and applicable preservatives via ground delivery to client-specified location is included in the sample unit rate. Samples must be pre-scheduled with Eurofins prior to sample collection and submission.

2) Matrix Spike (MS):

A MS is required on the 1st sample and then every 20 samples.

EPA requires a minimum of 10L of sample be filtered, or filter as much of the sample that can be filtered using no more than two filters. In the unlikely event a second filter is required it will be billed at a fee of \$100.00. The pellet produced from the filtering process (at least 0.5 ml but not more than 2.0 ml) is then analyzed. Each 0.5 ml of pellet requires the use of one IMS kit. In the unlikely event that more than one IMS kit is required, each additional kit will be billed at a fee of \$125.00 not to exceed three additional IMS kits. City personnel will be contacted to approve the use of any additional filters or IMS kits.

ITEM	QTY	DESCRIPTION	METHOD	UNIT PRICE	EXT'D PRICE
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Submitted: Kevin Calcagno

Accepted: _____

RECEIPT OF SAMPLES BY EUROFINS EATON ANALYTICAL, LLC CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS & CONDITIONS, NOT WITHSTANDING ANY PROVISIONS TO THE CONTRARY IN CLIENT'S PURCHASE ORDER, UNLESS AN ALTERNATIVE AGREEMENT HAS BEEN SIGNED BY US.

General Terms & Conditions of Sale - Eurofins Eaton Analytical, LLC

1. Area of Application

1.1 All Orders accepted by any of the Eurofins Environmental Companies (including Eurofins Lancaster Laboratories Environmental, LLC, Eurofins Air Toxics, LLC, Eurofins Eaton Analytical, LLC, Eurofins Frontier Global Sciences, LLC, and Eurofins Calscience, LLC or any of their subsidiaries or affiliates" (collectively, "Eurofins") will be governed by these General Terms and Conditions of Sale (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with Eurofins is accepted by Eurofins. An order placed with Eurofins is considered as accepted by Eurofins when (a) Eurofins proceeds to fulfill that order, without need for any written confirmation from Eurofins or (b) Eurofins accepts the order in writing.

If Eurofins and Customer have an existing Services Agreement in place (i.e. Master Service Agreement, Laboratory Service Agreement or Environmental Service Agreement), that Agreement will supersede these Terms and Conditions, and will constitute the entire agreement between the parties. Any additional or conflicting terms and conditions are null and void.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. Only the chairman or president (collectively, "officer") has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon Eurofins, unless it is in writing and signed by an officer of Eurofins.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using Eurofins approved sample dispatch sheets, Chain-of-Custody forms or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to Eurofins quoting the customer reference. Eurofins is not obligated to start any analytical work unless the order is clear and all required information has been provided.

2.2 Unless specifically accepted in writing and signed by an officer of Eurofins, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by Eurofins will be treated as a separate contract between Eurofins and the customer.

2.3 A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, Eurofins prices apply. Any additional cost or disbursement (e.g. incurred by Eurofins in connection with the order) must be paid by the customer.

3.2 Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the transmittal of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by Eurofins in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 Eurofins has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from Eurofins. The customer undertakes to provide bank account details, as necessary.

3.6 Eurofins is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. Eurofins is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated - for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded - Eurofins shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by Eurofins to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to Eurofins premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform Eurofins personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to Eurofins premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies Eurofins against, all costs, damages, liabilities and injuries that may be caused to or incurred by Eurofins or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At Eurofins' request, the customer must provide Eurofins with the exact composition of the samples.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of Eurofins to the extent necessary for the performance of the order.

5.2 Eurofins can dispose of or destroy samples immediately after the analysis has been performed, unless Eurofins and the customer have agreed in writing on the terms of Eurofins' retention of the sample. Eurofins also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for Eurofins arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, Eurofins will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by Eurofins. Nevertheless, Eurofins shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar material supplied by Eurofins to the customer will remain with Eurofins until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if Eurofins has accepted and begun to fulfill an order, Eurofins has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to Eurofins, whether for that or any other order.

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to Eurofins in accordance with the current state of technology and methods developed and generally applied by Eurofins, as contained in Eurofins' Laboratory Quality Manuals and related Standard Operating Procedures. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by Eurofins, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by Eurofins. If Eurofins has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency each should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed Eurofins recommendations, Eurofins shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to Eurofins for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by Eurofins, Eurofins accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of Eurofins. Eurofins will use commercially reasonable care in handling and storing samples, but Eurofins shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to Eurofins that all samples sent to Eurofins for analysis are safe and in a stable condition and undertakes to indemnify Eurofins for any losses, injuries, claims and costs which Eurofins, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform Eurofins in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature, in accordance with applicable laws.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and Eurofins. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold Eurofins harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9. Limitation of Liability

9.1 Except as expressly set forth in these Terms & Conditions, Eurofins makes no express warranties, guarantees or representations and none are to be implied, regarding the services to be performed by Eurofins, the suitability of the results for any purpose, or any sampling equipment provided. Client's sole remedy for any breach by Eurofins of any warranty, representation, product, service, or any other matter in connection with any service performed or to be performed by Eurofins or arising under these Terms & Conditions shall be limited to Eurofins repeating the services to be performed. Any reanalysis requested by Client generating results reasonably consistent with the original results will be at Client's sole expense. If resampling is necessary, Eurofins' liability for resampling costs will be limited to the actual, direct cost of resampling. Eurofins' total liability to Client and any other party arising hereunder or relating hereto, whether based in contract, tort, warranty, negligence, public policy, statute, or otherwise, shall be limited to the lesser of: (1) the amount of compensation Client has actually paid Eurofins for the services performed; or (2) one hundred thousand dollars (\$100,000). Notwithstanding any terms contained herein to the contrary, under no circumstances, howsoever arising (including, without limitation, whether arising in contract, tort, warranty, negligence, public policy, statute, or otherwise), shall Eurofins be responsible for any loss of use, loss of profits, or for any special, indirect, incidental, or consequential damages occasioned by the services performed, use of sampling equipment, or use of any reports, correspondence, or any other communication prepared by Eurofins (whether oral or written) or any lack or absence of any such report or correspondence (whether oral or written). Except to the extent that such limitations are not permitted or void under applicable law: (a) Eurofins (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all Eurofins partners and affiliates, the "Eurofins Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the Eurofins Indemnifying Party's willful misconduct in connection with the performance of an order and then, only if Eurofins has

received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited).

9.2 The Eurofins Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of Eurofins's acceptance of an order that the customer indemnifies the Eurofins Indemnifying Parties for any losses, injuries, claims and costs which the Eurofins Indemnifying Parties may suffer as a result of, arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the Eurofins Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not substantially match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if Eurofins has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

Eurofins cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond Eurofins' reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Confidentiality & Processing of Customer Data

12.1 Eurofins shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 Eurofins shall use commercially reasonable efforts to keep all analysis results and service reports confidential, however, Eurofins has the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and The customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the Eurofins Indemnified Parties against any liability which the Eurofins Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

13. Disclaimer and Miscellaneous

13.1 **ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EUROFINS ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EUROFINS CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.**

13.2 These Terms and Conditions may be modified in writing from time to time by Eurofins and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time Eurofins accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either Eurofins or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of the state in which is located the Eurofins facility performing the order (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.

AGENDA ITEM 7.A

Attachment 2

Vendor Agreement

LABORATORY ANALYTICAL SERVICES – CRYPTOSPORIDIUM SAMPLING VENDOR AGREEMENT

This Laboratory Analytical Services – Cryptosporidium Sampling Vendor Agreement (“Agreement”) is made and entered into this 13 day of August 2019, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California public utilities district (“District”), and **BioVir Laboratories**® (“Vendor”), whose address is 685 Stone Road, Unit 6, Benicia, CA 94510-1126. District and Vendor 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 seeks to engage a vendor involved in the laboratory analysis of raw water (the “Service”) as required by State Water Resources Control Board.

B. Vendor carries a Certificate of Environmental Accreditation.

C. Vendor prepared cost of service quote to the District on an as-needed basis. A description of the Service attached hereto as **Exhibit A**.

D. District desires to retain Vendor to provide Services on an as-needed basis, subject to the terms and conditions set forth in this Agreement. However, District has no obligation of Services from Vendor.

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

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 46 of this Agreement, Sections 1 through 46 shall prevail.

Section 2. Term. The term of this Agreement shall commence on the Effective Date and will continue in effect until August 13, 2019 unless the Parties mutually agree in writing to terminate the Agreement earlier, or it is terminated earlier as provided for in Sections 16 or 18 below (“Term”).

Section 3. Non-Exclusive Agreement. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement between District and Vendor. This Agreement shall not restrict District from acquiring similar, equal, or like goods from other entities or sources.

Section 5. Compensation.

5.1. *Payments.* District shall issue payment in the amount invoiced by Vendor within thirty (30) calendar days of receiving such invoice unless otherwise agreed to in writing by the Parties. In the event that an amount of an invoice is in dispute, District shall inform Vendor of the

amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

5.2. *Invoices.* Vendor shall provide District with monthly invoices sufficiently evidencing the Services provided to District by Vendor. All invoices furnished to District by Vendor shall be in a form approved by District. Vendor shall submit all billings for Products to District within forty-five (45) days of Service. Vendor must notify District's Accounts Payable in writing of any change to Vendor's "remit address." Failure to do so will delay future payments.

Section 6. Time of Delivery. Vendor warrants that it will deliver the Service as request by the District on the Chain-of-Custody.

Section 7. District Assistance to Vendor. Vendor shall, at its sole cost and expense, furnish all Services pursuant to the terms of this Agreement. Notwithstanding the foregoing, District shall: (i) not actively interfere with Vendor's Service under this Agreement; (ii) promptly review any and all documents and materials submitted to District by Vendor to avoid unreasonable delays in Vendor's Service under this Agreement; and (iii) promptly notify Vendor of any fault or defect in the Service.

Section 8. Representations of Vendor. District relies upon the following representations by Vendor in entering into this Agreement:

8.1. *Qualifications.* Vendor represents that it is qualified to provide the Services listed in Exhibit A, and that it possesses the necessary licenses and permits required to deliver the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Vendor shall also ensure that all subcontractors are similarly licensed and qualified. Vendor represents and warrants to District that Vendor shall, at Vendor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Vendor to sell the Products and shall provide District a copy of any such documentation upon request.

8.2. *Compliance with State and Local Regulations.* Vendor shall ensure compliance with all applicable federal, state, and local laws, ordinances, regulations, and permits. Vendor shall perform all work according to generally accepted standards within the industry. Vendor shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work. District shall have the right to request and review documentation from Vendor evidencing Vendor's compliance with state and local regulations.

8.3. *Conformity with Law and Safety.* Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including state, municipal and local governing bodies having jurisdiction over any or all of the scope of Vendor's operations, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law and all other applicable state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. Vendor's failure to comply with

any laws, ordinances, codes, or regulations applicable to the sale of Products hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

Section 9. Inspection of Records and Products. District shall have the right to audit Vendor's records for the purpose of determining compliance with any or all portions of this Agreement and to test Vendor's Products to confirm the quality thereof.

Section 10. Price Increase Notification. Vendor must deliver to District written notice of any proposed price increases a minimum of thirty (30) days prior to the effective date of such price increase. District may establish additional price change notices and other procedures from time to time upon written notice to Vendor. District will not be obligated to pay such price increase for any Products for which Vendor did not timely deliver such written notice.

Section 12. Price Decrease Notification. Vendor must deliver to District written notice of any proposed price decreases a minimum of thirty (30) days prior to the effective date of such price decrease.

Section 13. Confidentiality. Vendor understands and agrees that, in the sale of Services under this Agreement or in the contemplation thereof, Vendor 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").

Vendor shall not, either during or after the Term of the Agreement, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Vendor written authorization to make any such disclosure, Vendor shall do so only within the limits and to the extent of that authorization.

Section 14. Excusable Delays; Notice to Other Party of Delay. Vendor shall not be in breach of this Agreement in the event that Services are temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts, and other labor disturbances, or other catastrophic events, which are beyond the reasonable control of Vendor. Force Majeure does not include: (i) Vendor's financial inability to perform; (ii) Vendor's failure to obtain any necessary permits or licenses from other governmental agencies; or (iii) Vendor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Vendor.

Section 15. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 16. Termination of Purchases by District for Its Convenience. District shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Vendor. In the event District shall give such notice of termination, Vendor shall cease Services to District upon receipt of said notice given as required in this Agreement. Except

as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Vendor after the date of the notice of termination.

Section 17. Assurance of Performance. If, at any time, District believes Vendor may not be adequately performing its obligations under this Agreement or may fail to provide Services as required by this Agreement, District may submit a written request to Vendor for written assurances of performance and a plan to correct observed deficiencies in Vendor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 18. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If District cancels this Agreement for breach and it is subsequently determined that Vendor did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by District shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate District for all detriment proximately caused by Vendor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Vendor.

District shall not in any manner be liable for Vendor's actual or projected lost profits had Vendor completed the Service required by this Agreement.

Section 19. Arbitration of Disputes. All claims, disputes, and other matters in question between District and Vendor arising out of, or relating to this Agreement or the breach thereof, including claims of Vendor for extra compensation of Services, shall be decided by arbitration before a single arbitrator in accordance with the provisions of California Code of Civil Procedure sections 1281 to 1284.2 (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties under this Agreement including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the product of the Vendor, rights to payment, and whether the necessary procedures for arbitration have been followed.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the

appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of El Dorado County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

- (a) Promptly upon the filing of the arbitration each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.
- (b) All parties to the arbitration shall be entitled to the discovery procedures as provided in California Code of Civil Procedure section 1283.05.
- (c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.
- (d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with its dispute with the other Party and to the arbitration.

Section 20. Insurance Coverage. During the Term, the Vendor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than "A-," and will provide the District with written proof of said insurance. Vendor shall maintain coverage as follows:

20.1. *General Liability.* Vendor shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply, or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

20.2. *Worker's Compensation Insurance and Employer's Liability.* Vendor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Vendor 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) policy limit for each employee's bodily injury by disease.

20.3 *Errors and Omissions Liability.* Vendor shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Vendor's profession.

Section 21. Additional Insurance Requirements. Within thirty (30) days of the Effective Date, Vendor 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 Vendor 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, its agents, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied, or used by the Vendor, or automobiles owned, leased, or hired or borrowed by the Vendor. 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 and any insurance or self-insurance maintained by District shall be in excess of Vendor’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.

Section 22. Indemnification by Vendor. To the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.8), Vendor shall defend with legal counsel reasonably acceptable to District, indemnify, and hold harmless District and District’s agents, officers, employees, and volunteers from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Vendor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to negligent acts or omissions of Vendor, or any direct or indirect subcontractor, employee, contractor, representative, or agent of Vendor, or anyone that Vendor controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify District and District’s agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District’s agents, officers, employees, and volunteers. With respect to third party claims against the Vendor, District acknowledges that determination of the suitability of the Product supplied hereunder for the uses and applications contemplated by District and others shall be the sole responsibility of the District.

Section 23. Liability of District. 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 sale of Products performed in connection with this Agreement.

Section 24. Independent Contractor. At all times during the Term, Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Vendor sells and delivers the Products sold under this Agreement. Vendor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between District and Vendor. District shall have the right to control

Vendor only insofar as the result of Vendor's sales and deliveries rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Vendor accomplishes the sale and delivery of Products rendered pursuant to this Agreement.

Section 25. Vendor Not Agent. Except as District may specify in writing, Vendor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Vendor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 26. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the goods or merchandise delivered pursuant hereto, shall be the obligation of Vendor.

Section 27. Notices. Any notice or communication required hereunder between District and Vendor must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District:

Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634
Attention: Steven Palmer, General Manager
Tel: (530) 333-4356 ext. 101

With courtesy copies to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950
Fax: (916) 468-0951

If to Vendor: BioVir Laboratories
685 Stone Road, Unit 6
Benicia, California 94510-1126
Attention: _____
Tel: (707) 747-5906
Fax: (707) 747-1751

Section 28. Exhibits. All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	LT2 Price Quotation

Section 29. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

Section 30. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 31. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

Section 32. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 33. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this

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

Section 34. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 35. Venue. Venue for all legal proceedings shall be in the Superior Court of California, County of El Dorado.

Section 36. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 37. Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 38. Audit. District shall have access at all reasonable times to all invoices, purchase orders, contract documents, contract files, and personnel necessary to audit and verify Vendor's charges to District under this Agreement.

Section 39. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

Section 40. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic, or oral, between the Parties with respect to the subject matter of this Agreement.

Section 41. Mandatory and Permissive. "Shall," "will," and "agrees" are mandatory. "May" and "can" are permissive.

Section 42. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

Section 43. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

Section 44. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing

Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 45. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 46. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Vendor as of the Effective Date.

DISTRICT:

VENDOR:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

By: _____
Steven Palmer, General Manager

By: _____

Date: _____

Name: _____

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel
Georgetown Divide Public Utilities District

EXHIBIT A
LT2 PRICE QUOTATION

AGENDA ITEM 7.A

Attachment 3

Resolution

RESOLUTION NO. 2019-49

RESOLUTION INCREASING FISCAL YEAR 2019-2020 OPERATING BUDGET BY \$20,780 TO FUND NEW SAMPLING REQUIREMENTS

WHEREAS, the Georgetown Divide Public Utility District (the District) is required to analyze raw water for *Cryptosporidium* from the inlet stream of each water treatment plant, bi-monthly for the period of one year to meet Long-Term 2 Enhanced Surface Water Treatment Rule (LT2-ESTWR);

WHEREAS, this is a new requirement that was not anticipated in the Fiscal Year 2019-20 budget that was approved by the Board of Directors of the District on June 4, 2019; and

WHEREAS, the *Water Treatment* (5300) department, *Government Regulatory/Laboratory Fee/License Renewals* (5084) account is amended to meet LT2-ESTWR sampling requirements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Georgetown Divide Public Utility District approves the FY 2019-20 budget amendment to comply with LT2-ESTWR sampling as follows:

- A. \$20,780 increase in the *Water Treatment* (5300) department and *Government Regulatory/Laboratory Fees/License Renewals* (5084).

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the Georgetown Divide Public Utility District this 13th day of August, 2019.

AYES:

NOES:

ABSENT/ABSTAIN:

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

ATTEST:

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

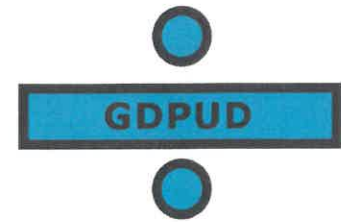
CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-49 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 13th day of August, 2019.

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

AGENDA ITEM 7.B

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 7.B.**



AGENDA SECTION: NEW BUSINESS

**SUBJECT: APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE
BID PROCESS FOR 2018 MAIN CANAL RELIABILITY PROJECT**

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 in the "APPROVED BY" line.

BACKGROUND

The 2018 Main Canal Reliability Project is planned for in Fiscal Year 2019/2020 in the Board adopted Five Year Capital Improvement Plan. Completion of this Project supports Fiscal Year 2019/2020 Board of Directors Goal B – “Address Immediate Infrastructure Needs and Begin Long Term Planning,” Objective B-1 – “Repair/Replace a few key facilities that are prone to failure.”

The 2018 Main Canal Reliability Project will line a portion of the Main Canal identified as a priority segment in the 2002 Water System Reliability Study by KASL Engineering Consultants. This section of the Main Canal delivers raw water to the Auburn Lake Trails Water Treatment Plant and irrigation water customers. It is an earthen canal that is prone to erosion and leakage.

The project information sheet from the Capital Improvement Plan, including a site location map, is included as Attachment 1.

On November 13, 2018, the Board approved a professional services agreement with Bennett Engineering Services, Inc. (Bennett) for engineering services for this Project. The design work is now complete and the Project is ready to bid.

DISCUSSION

The plans and specifications have been reviewed and accepted by District Staff and legal counsel. They are included as Attachment 2.

The plans and bid schedule identify three main sections to be lined. The bid documents are structured so the Board could award a construction contract for Section 1 and add Sections 2 and/or 3 if there is available funding. The sections are based on logical beginning and ending points for the work. Section 1 consists of 1,655 linear feet, Section 2 is 688 linear feet, and Section 3 is 830 linear feet.

The Project will be advertised as required by the District Purchasing Policy and applicable State law. The Project will be advertised with builder’s exchanges and the local newspaper. Following the bid opening, the award of the construction contract requires Board action.

Even though all work will be performed within the existing canal, Staff contacted all adjacent property owners to let them know about the Project. A letter was sent to all adjacent property owners, a sample is included as Attachment 3, and Staff contacted all property owners by phone. Additional notifications and communication with adjacent property owners will occur once the construction work is scheduled.

FISCAL IMPACT

The Adopted Capital Improvement Plan budget for this Project is \$345,000 from Fund 39 – Capital Facility Charge. The current engineer’s construction cost estimate for the Project with a 10 % contingency is \$472,000. Current and projected costs are summarized in the table below.

Phase	Expended to Date	Total Projected	Budget
Engineering/Environmental	\$ 34,814	\$ 47,635	\$ 54,000
Construction Mangement	--	\$ 47,200	\$ 75,000
Construction	--	\$472,000	\$216,000
<i>Total</i>	<i>\$ 34,814</i>	<i>\$566,835</i>	<i>\$345,000</i>

Based on the current and projected costs, the Project budget is not sufficient to construct all three canal sections that are identified in the bid documents. The current engineer’s estimate for Section 1 is \$267,800, which would be within the total Project budget. In order to allow the District the opportunity to construct all three sections, the bid documents are structured so the Board could award a construction contract for Canal Section 1, and add Sections 2 and/or 3 if bids are lower than the engineer’s estimate and there is available funding.

Staff is not initiating a budget amendment at this time and will re-evaluate the overall Project Budget after construction bids are received. If a budget amendment is required, it will be presented to the Board as part of the action item to award the construction contract.

CEQA ASSESSMENT

Categorically Exempt, CEQA Guidelines Section 15300, Existing Facilities. The Project is limited to maintenance of existing facilities and does not involve an expansion of use. A Notice of Exemption is being prepared to file with the County of El Dorado and the State of California.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution approving the plans and specifications for the 2018 Main Canal Reliability Project and authorizing the solicitation of construction bids.

ALTERNATIVES

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

ATTACHMENTS

1. Project Information Sheet
2. Plans and Specifications
3. Sample Letter
4. Resolution

AGENDA ITEM 7.B.

Attachment 1

Project Information Sheet

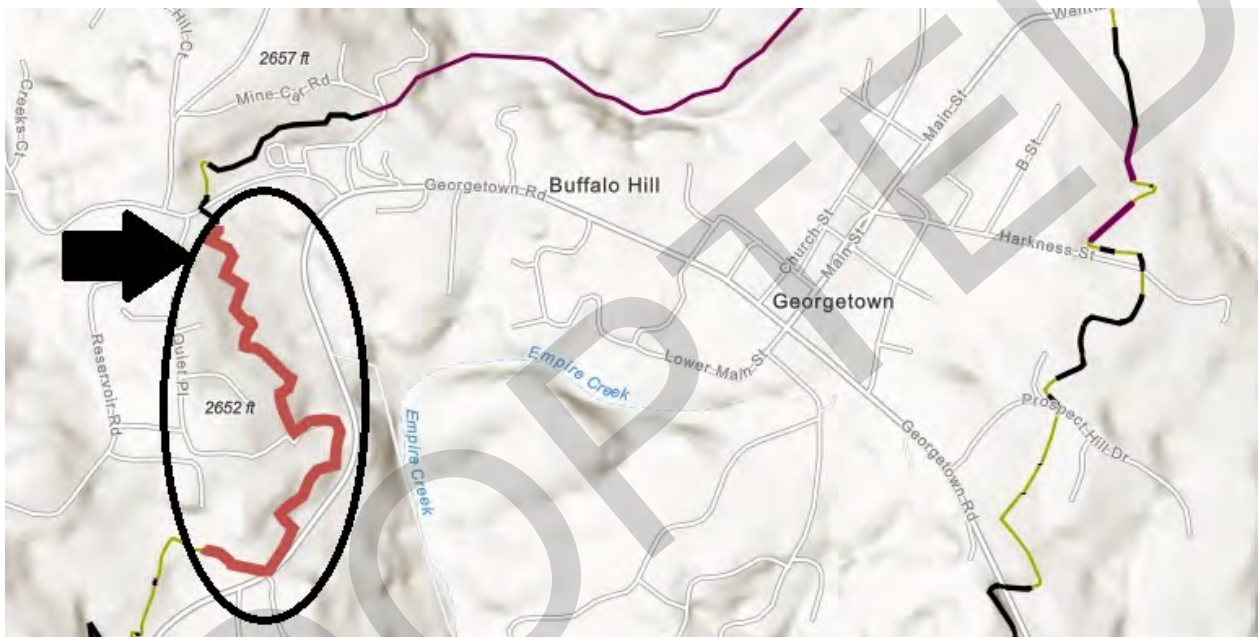
PROJECT NAME: 2018 Main Canal Reliability

PROJECT NUMBER: 924

PROJECT DESCRIPTION:

This Project will line a section of the Main Ditch identified as a priority segment in the 2002 Water System Reliability Study by KASL Engineering Consultants. This section of the Main Ditch delivers raw water to the Auburn Lake Trails Treatment Plant and irrigation water customers. It is an earthen canal that is prone to erosion and leakage. Anticipated improvement is to gunite or reinforce 2,500 linear feet of ditch between Spanish Dry Diggins Road to Taylor Mine Outlet.

LOCATION MAP



PHOTOS



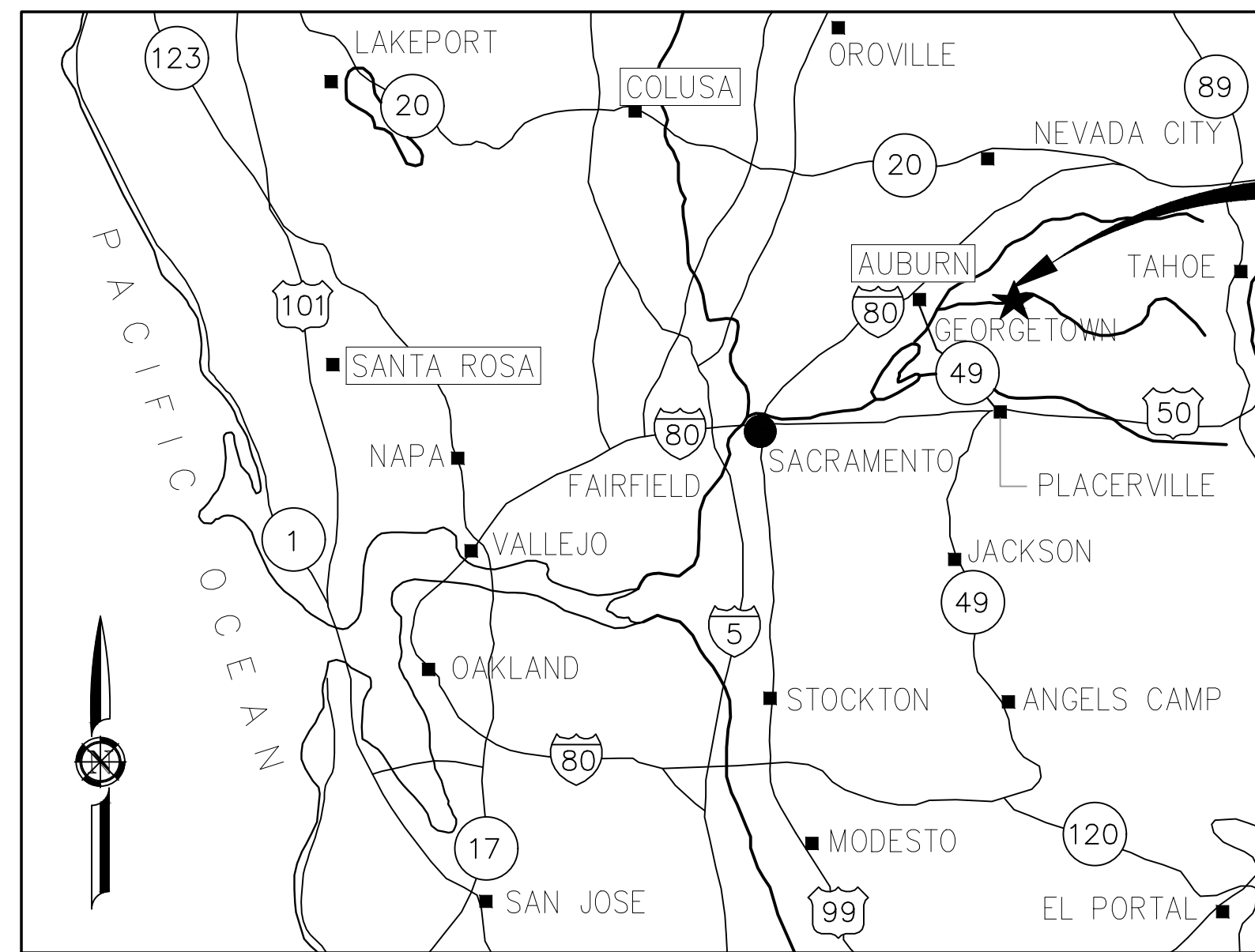
AGENDA ITEM 7.B.

Attachment 2

Plans and Specifications

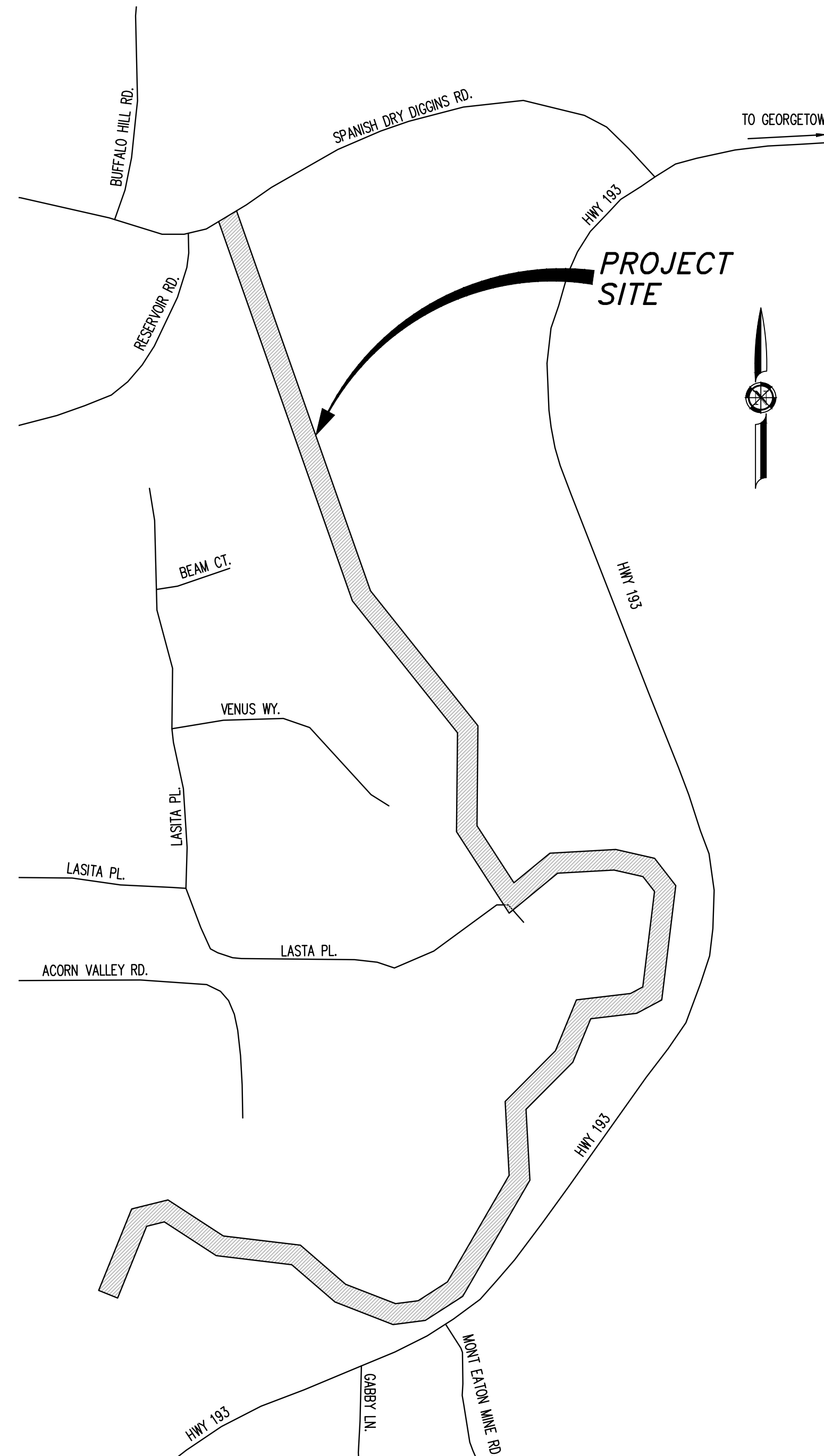
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

2018 CANAL RELIABILITY PROJECT



LOCATION MAP
NOT TO SCALE

PROJECT LOCATION



PROJECT AREA
NOT TO SCALE

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
1	G-1	TITLE SHEET
2	G-2	SITE OVERVIEW
3	C-1	SECTION 1 CROSS SECTIONS (1 OF 2)
4	C-2	SECTION 1 CROSS SECTIONS (2 OF 2)
5	C-3	SECTION 2 CROSS SECTIONS
6	C-4	SECTION 3 CROSS SECTIONS
7	C-5	DETAILS

DIAL TOLL FREE
1-800-642-2444
AT LEAST TWO DAYS
BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA

UTILITY REPRESENTATIVES			
CONTACT	UTILITY	COMPANY	PHONE
DARRELL CREEKS, OPERATIONS MANAGER	GEORGETOWN PUBLIC UTILITY DISTRICT	GDPUD	530-333-4356
STEVE PALMER, GENERAL MANAGER	GEORGETOWN PUBLIC UTILITY DISTRICT	GDPUD	530-333-4356

APPROVED FOR CONSTRUCTION

APPROVAL RECOMMENDED BY:

STEVEN PALMER
GENERAL MANAGER
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DATE

APPROVALS ARE GOOD FOR 12 MONTHS FROM DATE OF SIGNATURE

RECORD DRAWINGS NOTE

ALL INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED BY, OR UNDER DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN AND ARE BASED UPON FIELD OBSERVATIONS MADE UNDER THE DIRECTION OF OR BY THE UNDERSIGNED AND/OR INFORMATION RECEIVED FROM THE PROJECT OWNER, PROJECT CONTRACTORS, AND PUBLIC AGENCIES WHEN THE ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, CHANGES TO THESE PLANS NOT AUTHORIZED BY ENGINEER.

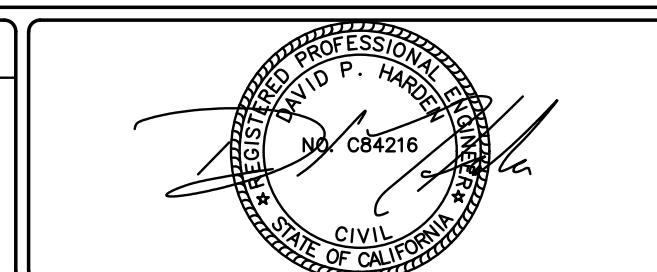
DATE _____ ENGINEER SIGNATURE _____
(STAMP OR SEAL)

NO.	REVISIONS	BY	DATE

BENCH MARK ELEV: XX DATUM: XX
DESCRIPTION:

DESIGN BY: D. HARDEN
DRAWN BY: C. SAHAGUN
CHECKED BY: G. RODELL
SCALE: SEE SHEET
DATE: 6/24/2019
PROJ NO.: 18112

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



BEN EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT

GDPUD CANAL PROJECT

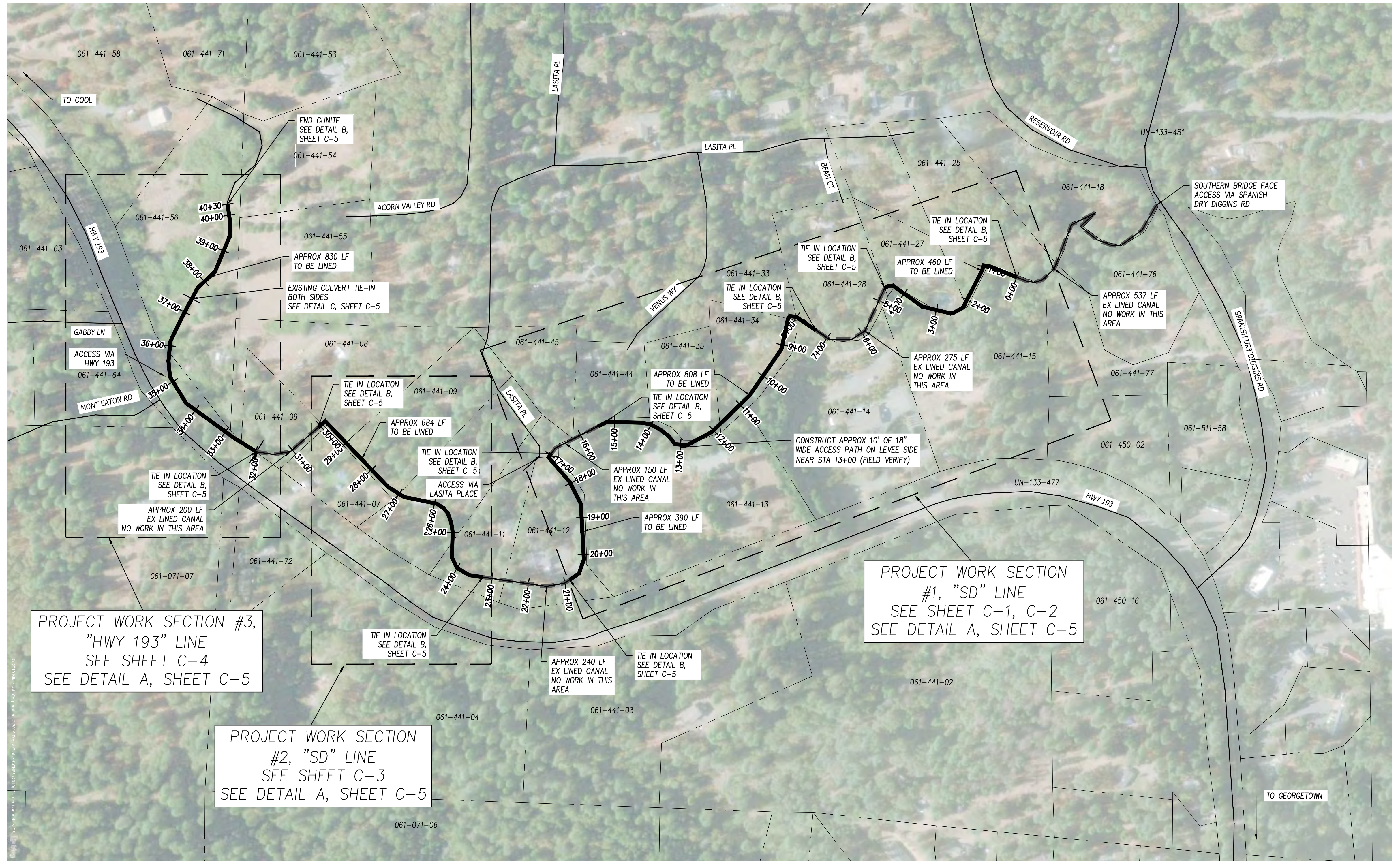
TITLE SHEET

CALIFORNIA

G-1
1 OF 7

NOTES:

- ALL WORK SHALL BE PERFORMED TO THE SATISFACTION OF THE GENERAL MANAGER OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT (GDPUD) OR HIS AUTHORIZED REPRESENTATIVE.
- ALL REFERENCES TO GDPUD SHALL MEAN THE GENERAL MANAGER OF THE DISTRICT OR HIS AUTHORIZED REPRESENTATIVE.
- WORK ACTIVITIES ASSOCIATED WITH THIS PROJECT HAVE SPECIAL LIMITATIONS RELATING TO THE SCHEDULING OF WORK AND ACCESS TO THE VARIOUS WORK AREAS. YOUR ATTENTION IS DIRECTED TO THE PROJECT SPECIAL PROVISIONS FOR A SUMMARY OF SAID LIMITATIONS.
- THE TYPES, SIZES, LOCATIONS, STATIONING, AND/OR DEPTHS OF THE EXISTING FACILITIES ALONG THE DITCH, AND IDENTIFIED ON THESE PLANS, ARE APPROXIMATE ONLY. THERE MAY BE OTHER EXISTING FACILITIES OR UNDERGROUND UTILITIES NOT SHOWN ON THE PLANS. ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL EXISTING CONDITIONS, DISCOVERED BY THE CONTRACTOR DURING THE COURSE OF WORK, SHALL BE PROTECTED AND REPORTED TO THE DISTRICT AND DESIGN ENGINEER IMMEDIATELY.
- THE WORK ACTIVITIES ASSOCIATED WITH THIS PROJECT ARE NOT EXPECTED TO REQUIRE CONSTRUCTION STAKING. SHOULD THE CONTRACTOR NEED CONSTRUCTION STAKING OR ADDITIONAL DIRECTION, THEY SHALL NOTIFY THE DISTRICT PRIOR TO COMMENCEMENT OF SAID STAKING.
- ALL PHASES OF CONSTRUCTION ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE DISTRICT OR ITS AUTHORIZED REPRESENTATIVE PRIOR TO PROCEEDING WITH SUBSEQUENT PHASES. ANY IMPROVEMENTS CONSTRUCTED WITHOUT INSPECTION OR CONTRARY TO THE INSTRUCTIONS OF THE DISTRICT WILL NOT BE ACCEPTED.
- THE CONTRACTOR SHALL CONDUCT THEIR WORK IN SUCH A MANNER AS TO NOT INTERFERE WITH OR BLOCK EXISTING DRAINAGE. IN AN EFFORT TO ELIMINATE PONDING, THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE SUBJECT TO THE APPROVAL OF THE DISTRICT. PONDING SHALL NOT OCCUR AT A DEPTH GREATER THAN 1" ALONG ANY SECTION OF CANAL.
- THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROTECTION OF PROPERTY, THAT THIS REQUIREMENT SHALL BE CONTINUOUS AND NOT LIMITED TO NORMAL WORKING HOURS.
- CONTRACTOR SHALL PLAN THEIR WORK AND PROVIDE AND MAINTAIN, AT THE EXPENSE OF THE CONTRACTOR, A MEANS OF INGRESS AND EGRESS FOR ALL PROPERTY OWNERS ALONG ANY SECTION OF THE PROJECT WHERE PRIVATE OR PUBLIC ROADS EXIST.
- THE PROJECT WORK AREAS ARE IN CLOSE PROXIMITY OF HOMES AND AT NO TIME SHALL DUST OR OVERSPRAY OF THE CONCRETE MATERIALS BE ALLOWED TO LEAVE THE BOUNDARIES OF THE DITCH BANK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING CONSTRUCTION. ANY PERMITS OR PLANS, THAT MAY BE REQUIRED BY THE COUNTY, DURING THE COURSE OF THIS WORK, ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- IF ANY AMOUNTS OF BONE, SHELL, ARTIFACTS OR HUMAN REMAINS ARE UNCOVERED DURING CONSTRUCTION, ALL WORK SHALL BE STOPPED WITHIN THE IMMEDIATE VICINITY AND THE DISTRICT SHALL BE NOTIFIED OF ANY FINDINGS. THIS MAY REQUIRE THAT THE DISTRICT CONSULT WITH A QUALIFIED ARCHEOLOGIST FOR AN ON-SITE EVALUATION. IF THE BONE APPEARS TO BE HUMAN, THE EL DORADO COUNTY CORONER AND THE NATIVE AMERICAN HERITAGE COMMISSION MUST BE CONTACTED.
- CONSTRUCTION HOURS FOR THE PROJECT WORK ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY, FROM 8:00 AM TO 5:00 PM ON WEEKENDS AND HOLIDAYS, WITH GDPUD APPROVAL. EXCEPTIONS MAY BE ALLOWED IF IT CAN BE SHOWN THAT CONSTRUCTION OTHER THAN THESE TIMES IS NECESSARY TO MEET CONSTRUCTION DEADLINES OR TO PREVENT SAFETY HAZARDS.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE SANITATION FACILITIES FOR THEIR EMPLOYEES WITHIN EACH OF THE WORK AREAS DURING CONSTRUCTION. THIS WOULD INCLUDE BUT NOT BE LIMITED TO PORTABLE TOILETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL WASH WATER DEBRIS FROM THE WASHOUT LOCATION(S) AT THE END OF THE PROJECT, AT THE CONTRACTORS EXPENSE. NO WASH WATER OR LEFTOVER CONCRETE SHALL BE SPOILED ON SITE OR NEARBY WATER WAYS.
- WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF WORK, DETAILS SHALL BE THE SAME FOR OTHER SIMILAR WORK.
- THE CONTRACTOR SHALL NOTIFY THE DISTRICT A MINIMUM OF 48 HOURS PRIOR TO THE START OF WORK. PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL ARRANGE WITH THE DISTRICT FOR A PRE-PROJECT CONFERENCE AT THE DISTRICT OFFICE. THIS CONFERENCE WILL INCLUDE A REVIEW OF THE PLANS AND SPECIFICATIONS AT THE DISTRICT OFFICE WITH A FIELD REVIEW OF EACH OF THE WORK AREAS TO ENSURE THAT ALL PARTIES ARE FAMILIAR WITH THE ENTIRE PROJECT.
- UPON JOB COMPLETION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE INFORMATION TO THE DISTRICT REGARDING ANY MATERIAL CHANGES MADE DURING CONSTRUCTION AS WELL AS ANY OTHER INFORMATION WHICH IS REQUIRED TO BE SHOWN ON THE RECORD DRAWINGS BY THE DISTRICT, OTHER UTILITY COMPANIES OR OTHER RESPONSIBLE AGENCIES.
- WIRE MESH SHALL BE HELD IN PLACE WITH CONCRETE DOBIES.
- ALL OVERHANGING OR UNDERMINED PORTIONS OF THE DITCH SHALL BE EXCAVATED OR FILLED WITH GUNITE TO CREATE A FINISHED SURFACE FREE OF VOIDS.
- ENGINEERS STATIONING ON THIS PLAN SET IS APPROXIMATE AND BASED ON ROUGH MEASUREMENTS, ACTUAL FIELD DIMENSIONS MAY VARY.
- CROSS SECTION ELEVATIONS ARE REFERENCED FOR DIMENSIONS ONLY.
- EXISTING BRIDGES SHALL BE PROTECTED IN PLACE, GUNITE SPRAYED UNDER EXISTING BRIDGES AS REQUIRED TO COMPLETE A UNIFORM GUNITE LINER.
- TIE IN LOCATION SHALL OCCUR AT EXISTING CONCRETE AND TIE IN PER DETAIL B, SHEET C-5.

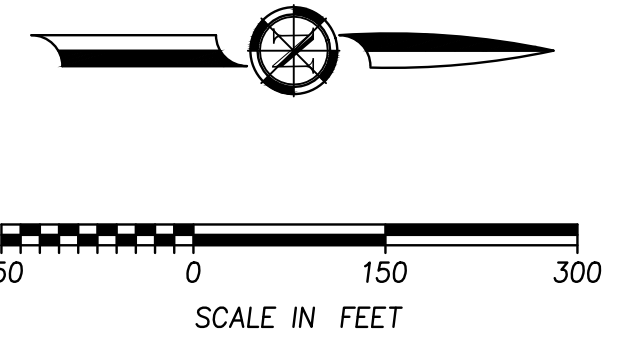


PROJECT WORK SECTION #3, "HWY 193" LINE
SEE SHEET C-4
SEE DETAIL A, SHEET C-5

PROJECT WORK SECTION #2, "SD" LINE
SEE SHEET C-3
SEE DETAIL A, SHEET C-5

PROJECT WORK SECTION #1, "SD" LINE
SEE SHEET C-1, C-2
SEE DETAIL A, SHEET C-5

LEGEND:
 EXISTING LINED CANAL
 CANAL TO BE LINED



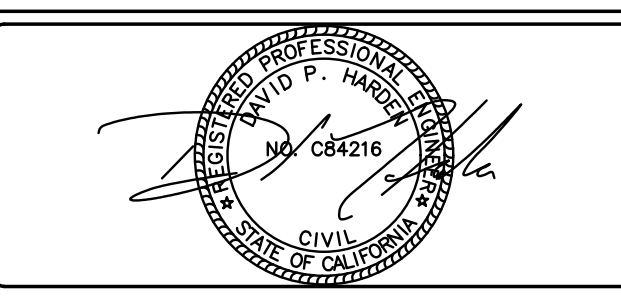
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 Sheet: SITE OVERVIEW / SHEET KEY

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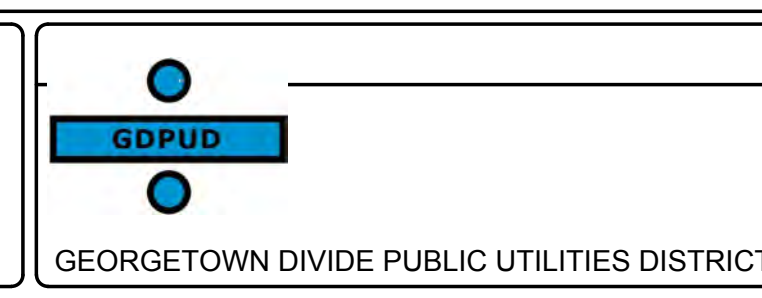
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DESIGN BY: D. HARDEN
 DRAWN BY: C. SAHAGUN
 CHECKED BY: G. RODELL
 SCALE: SEE SHEET
 DATE: 6/24/2019
 PROJ. NO.: 18112

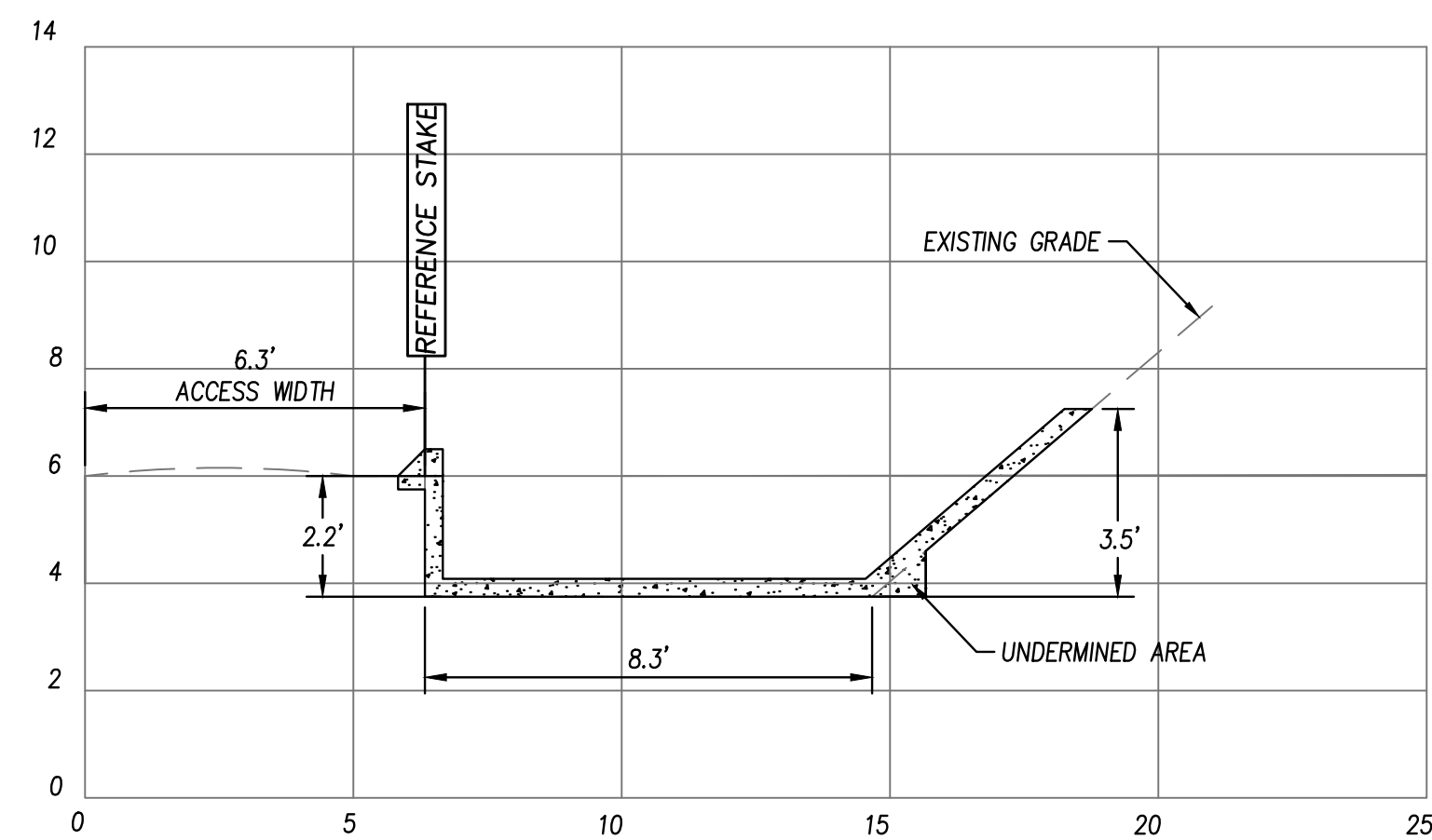
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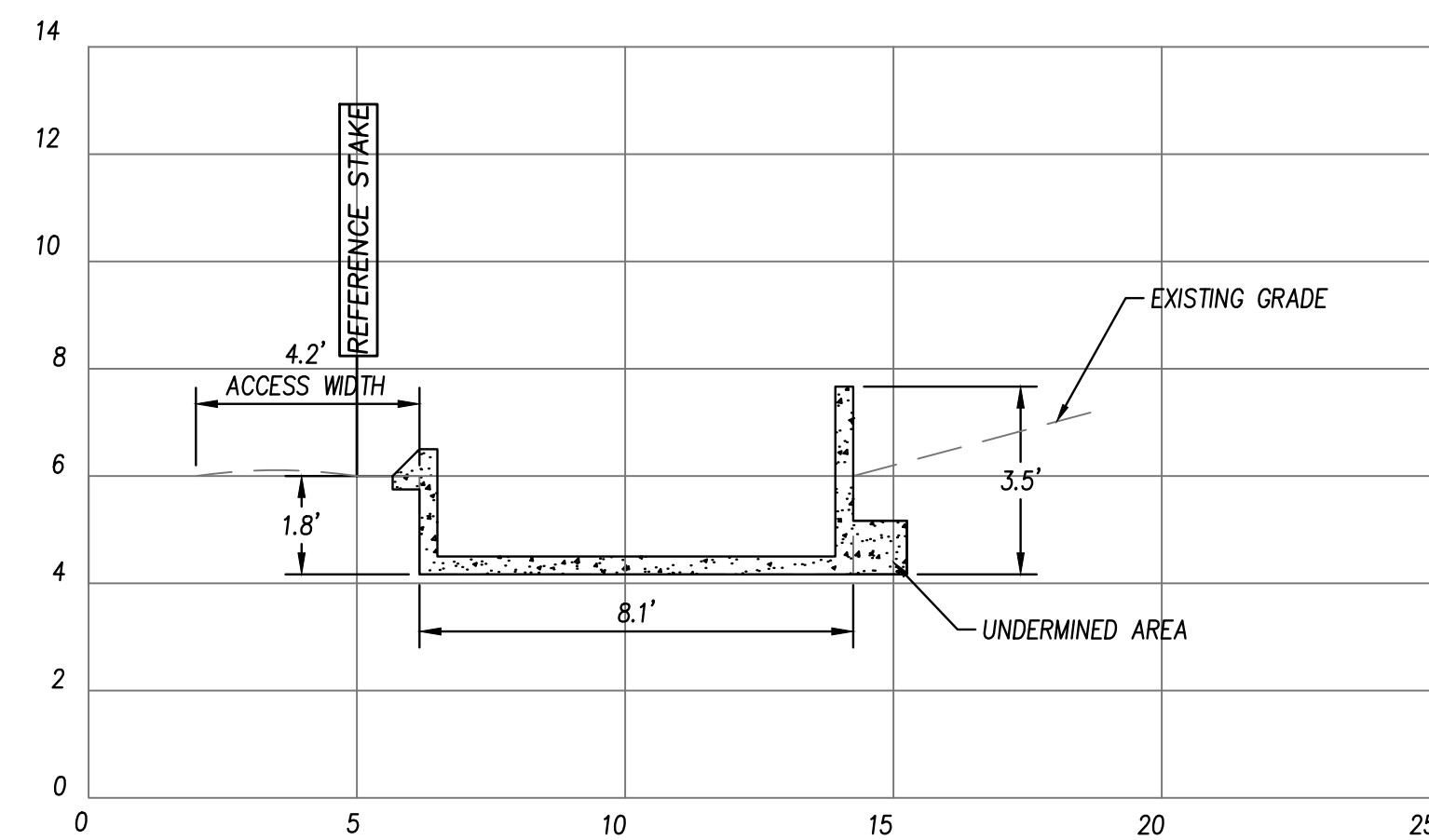
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 Bennett Engineering Services
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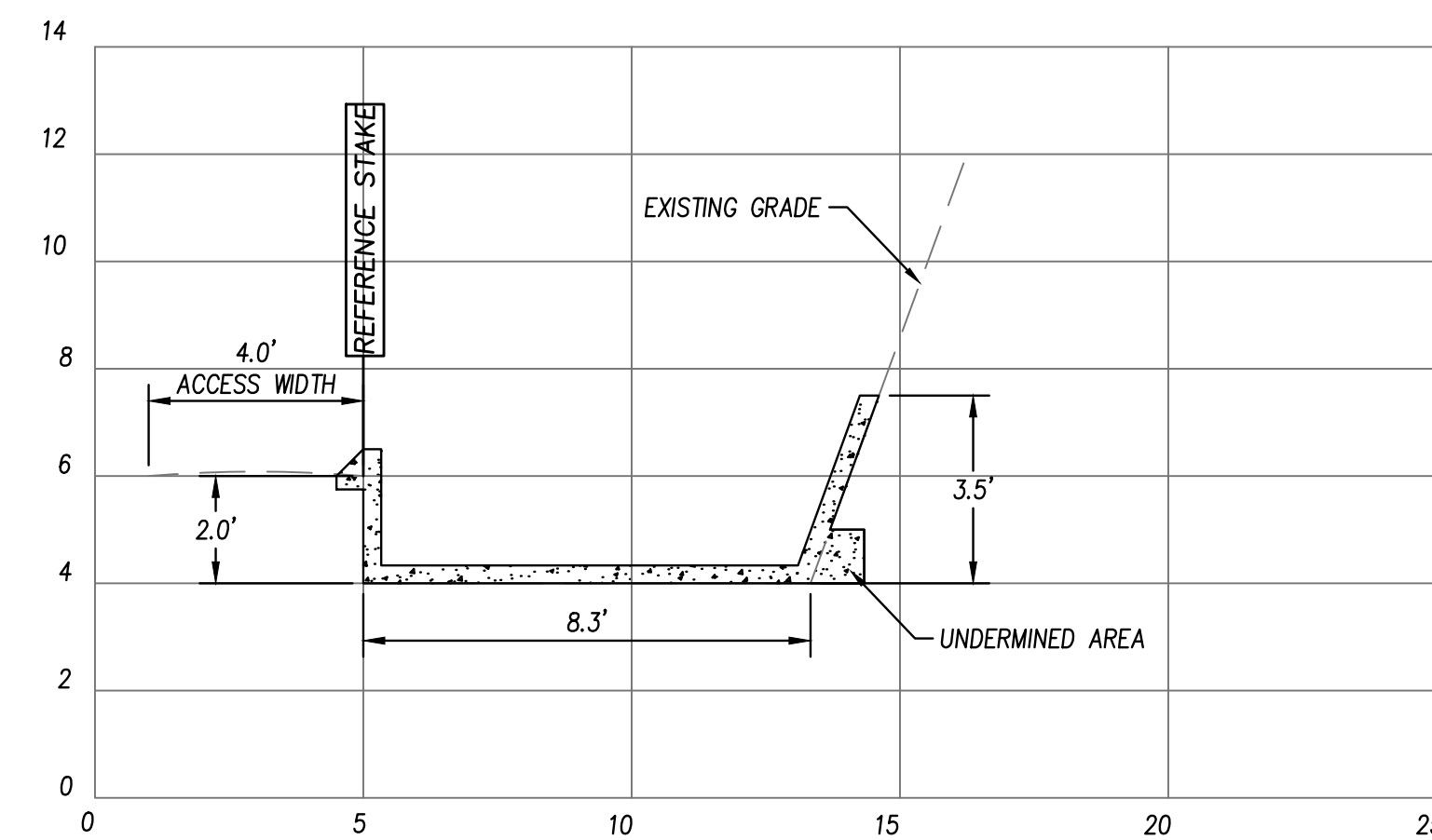
GDPUD CANAL PROJECT
 SITE OVERVIEW / SHEET KEY
 CALIFORNIA



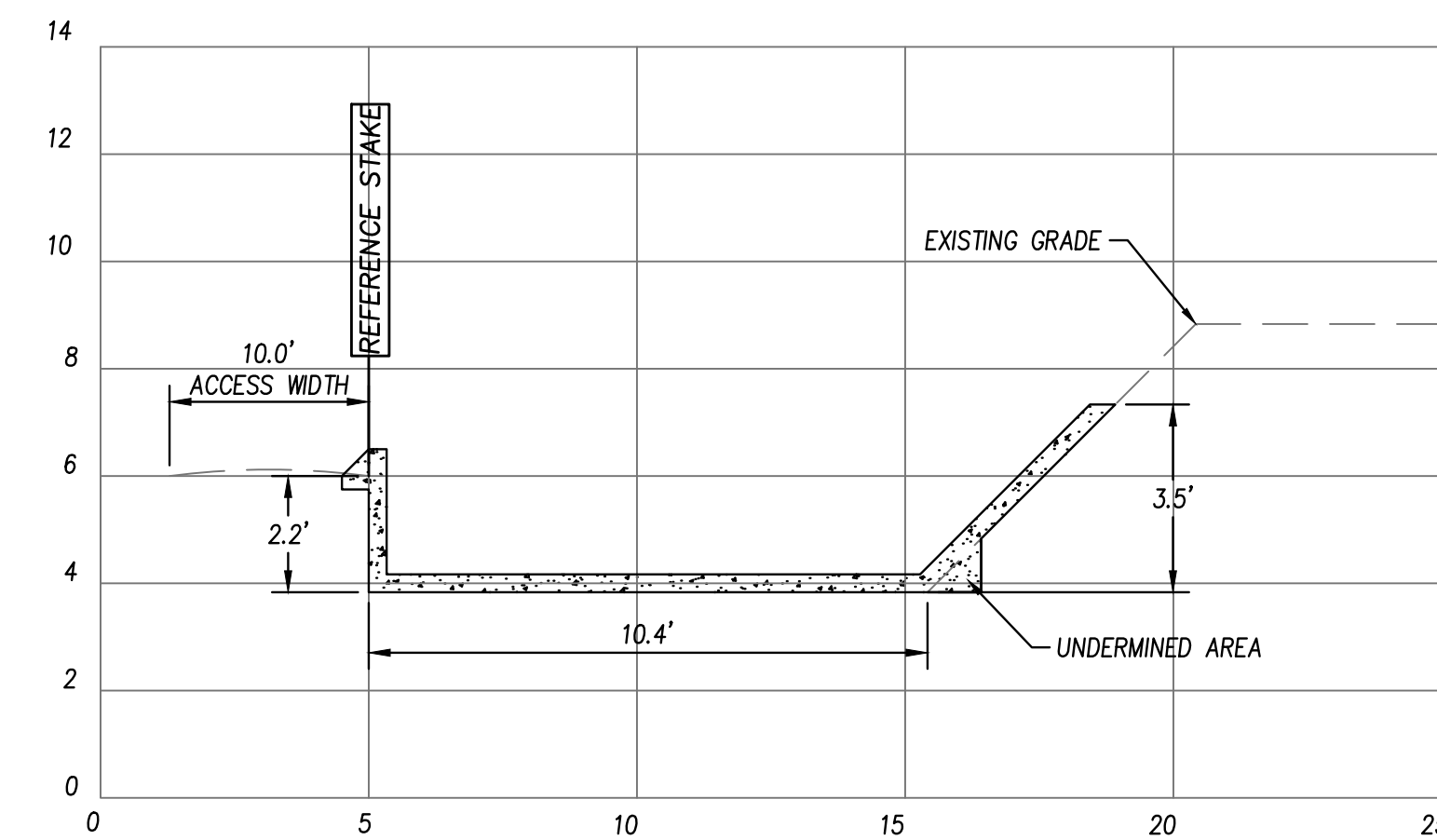
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PER DETAIL A, SHEET C-5



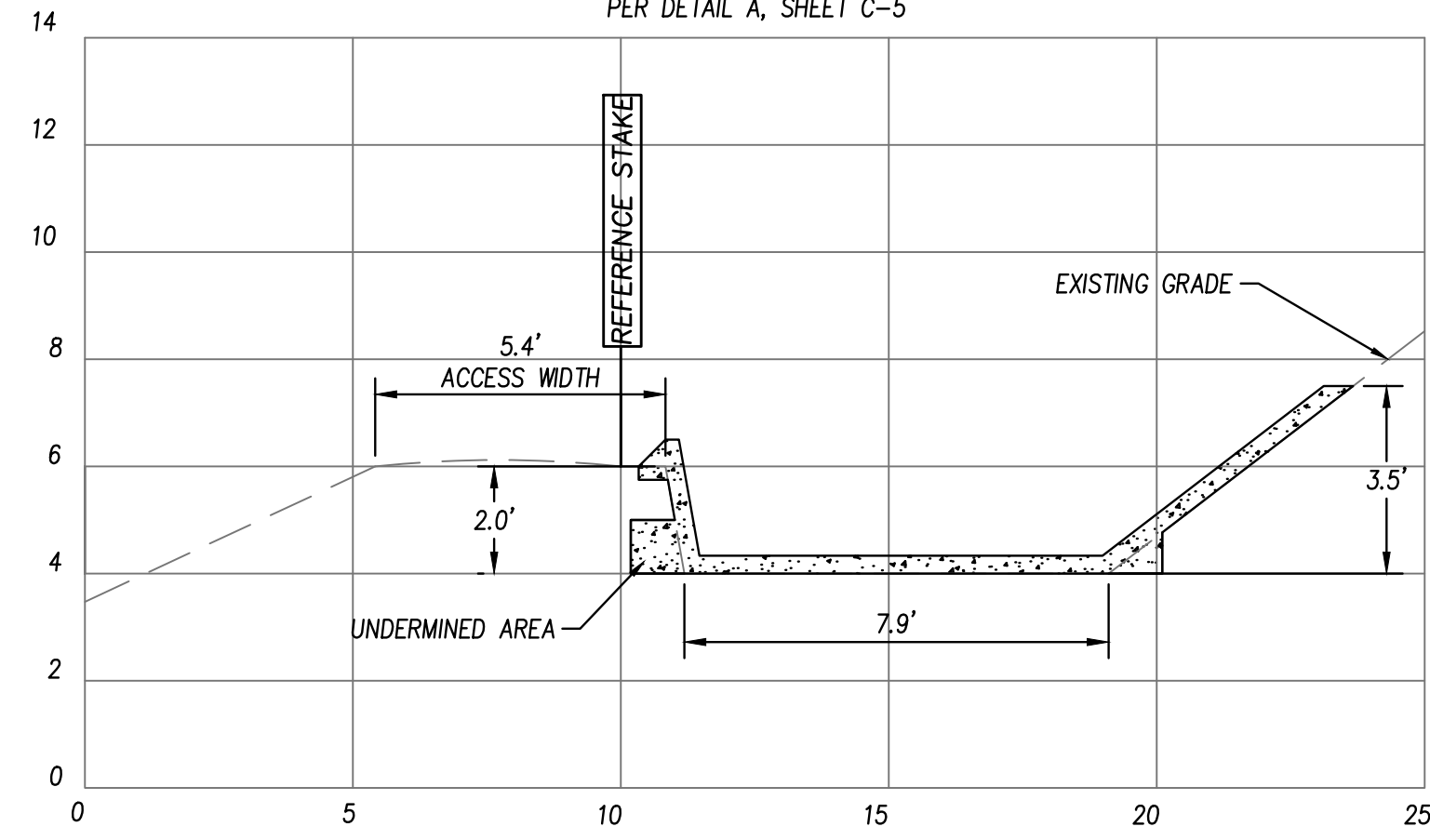
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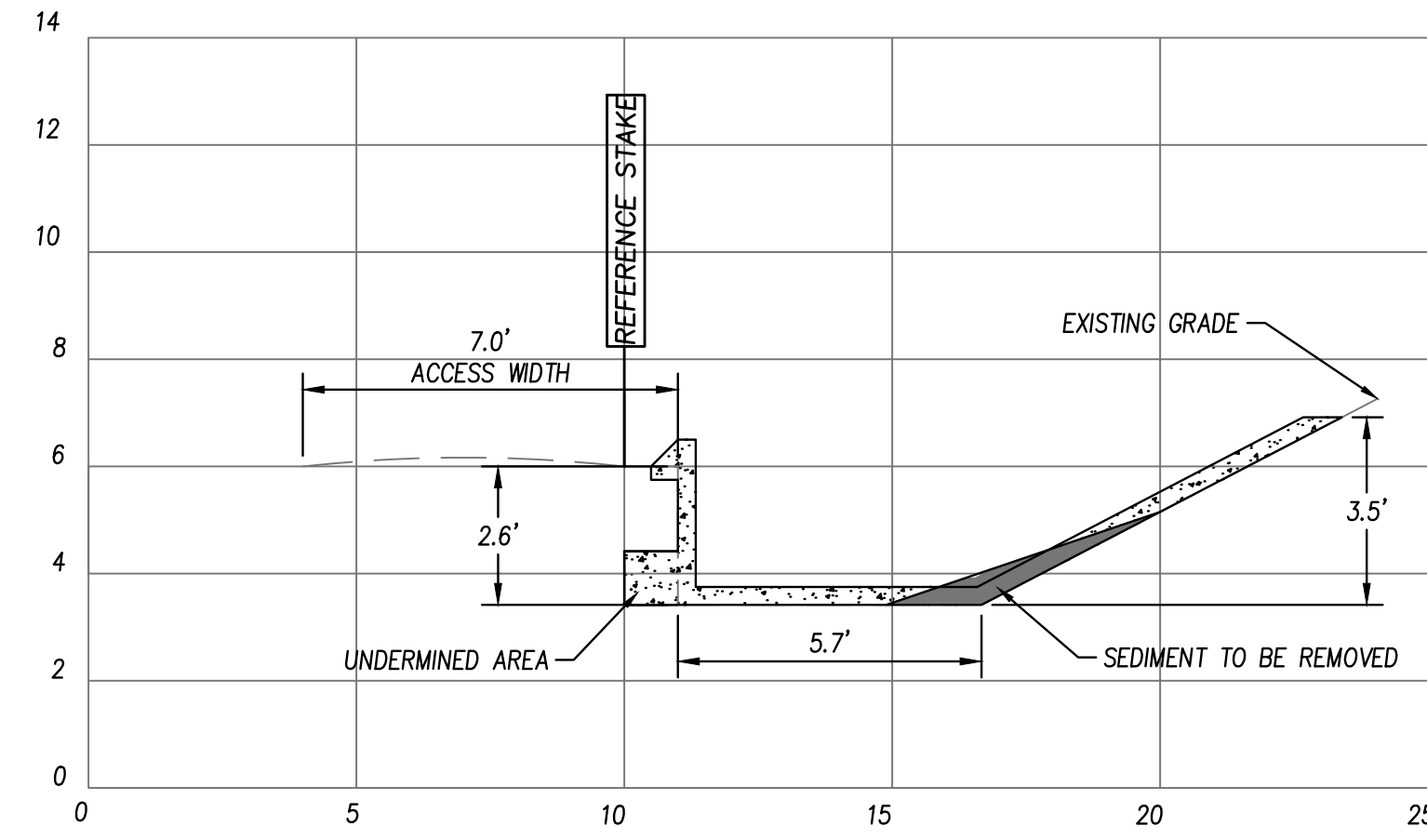
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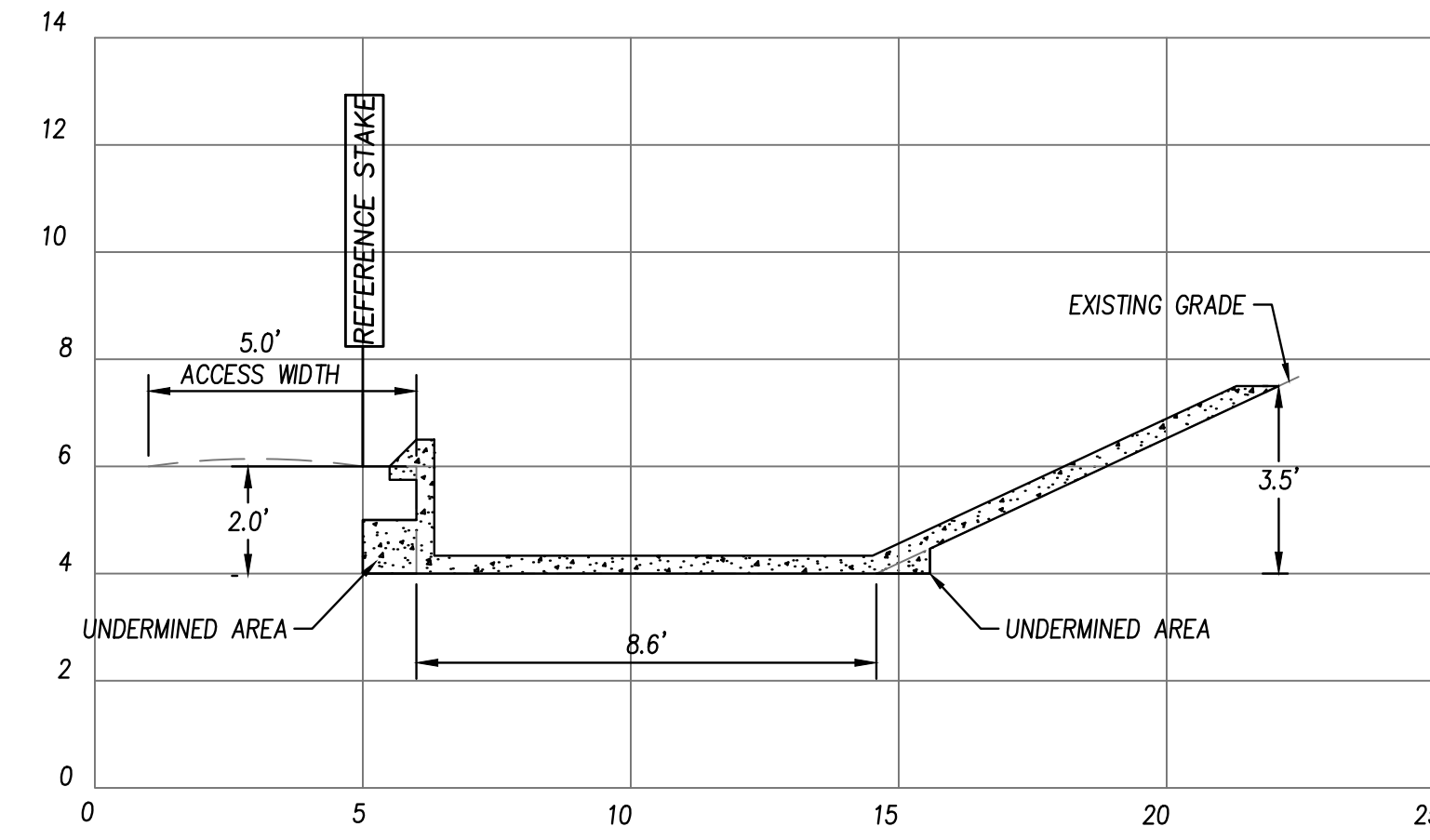
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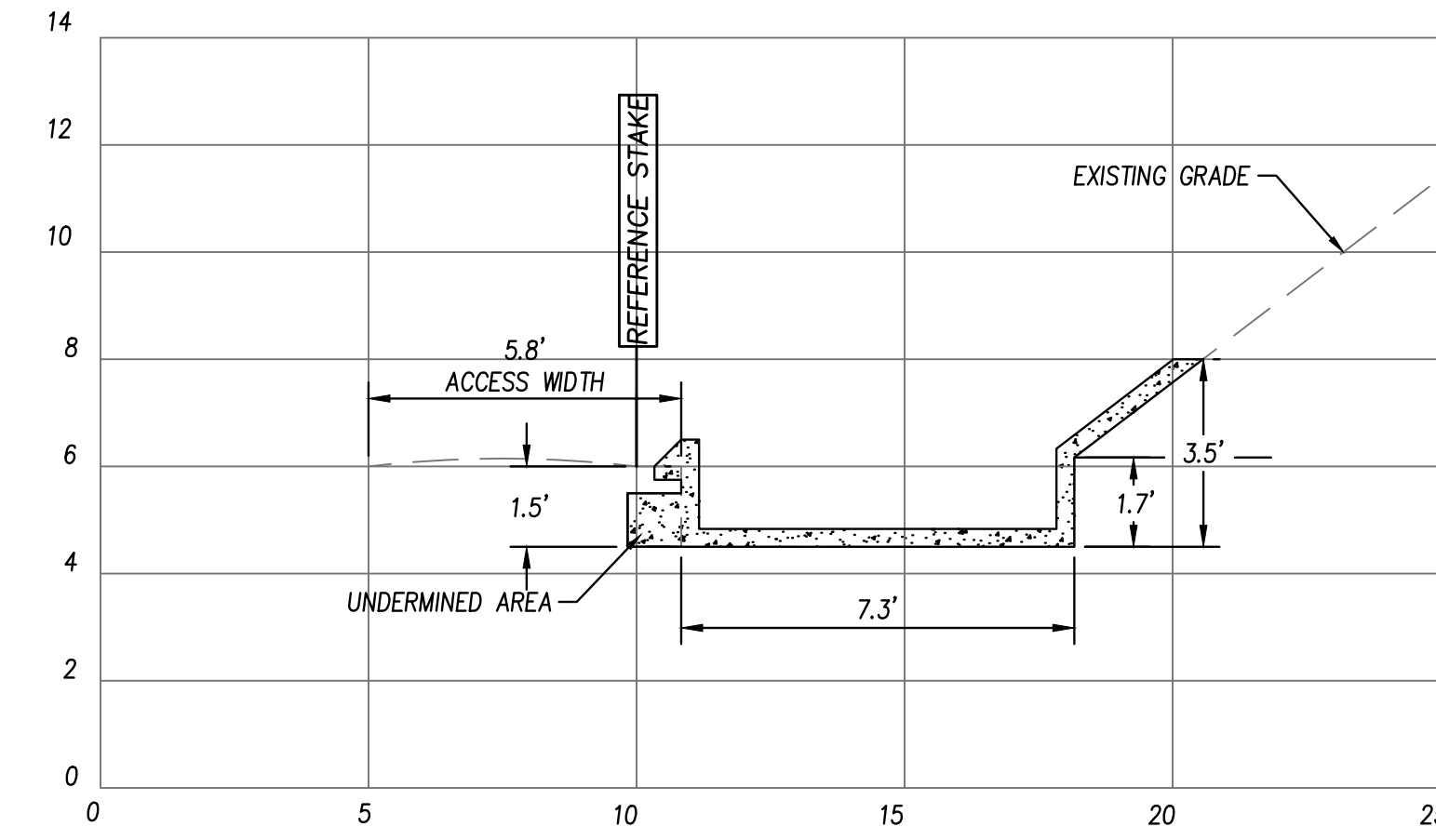
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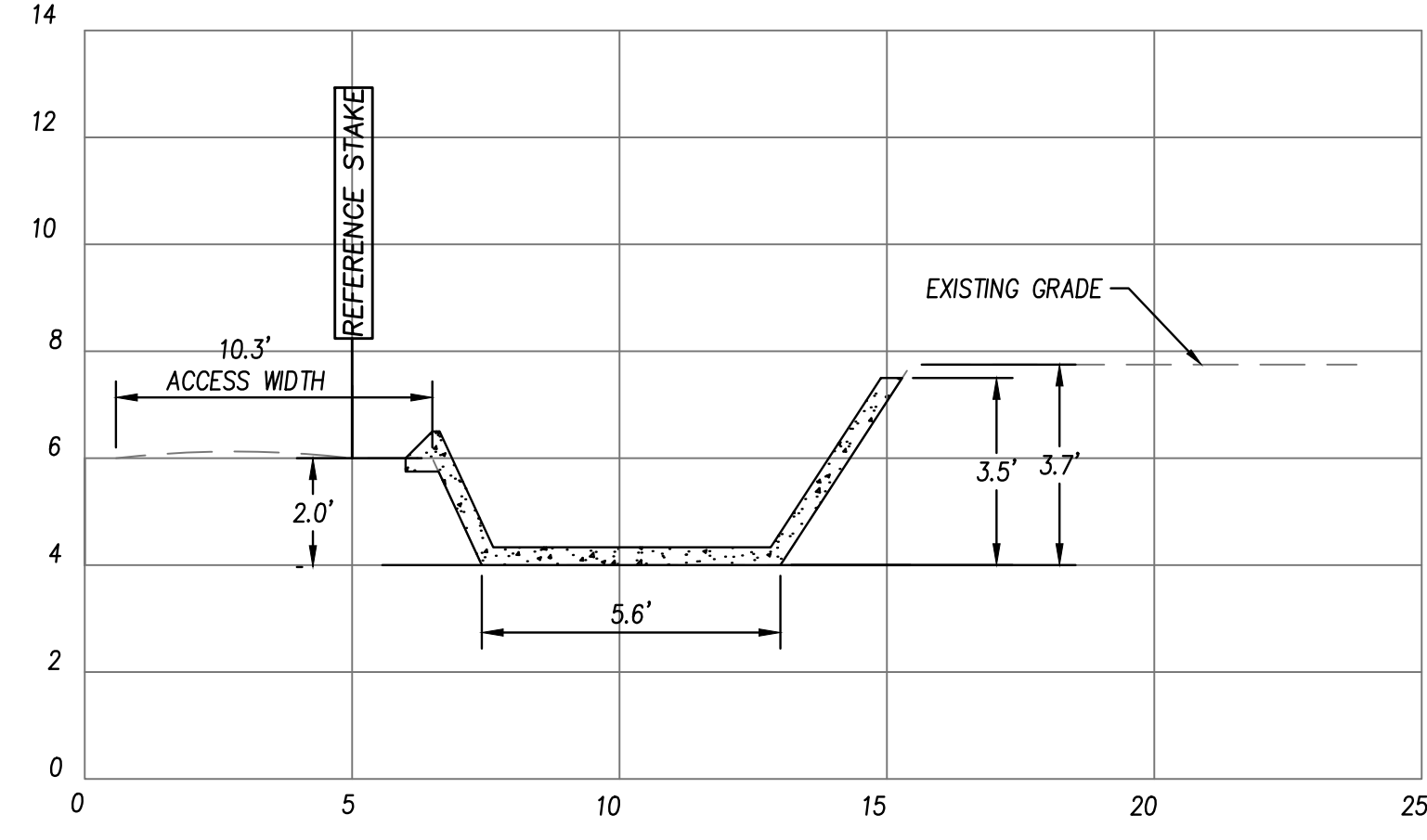
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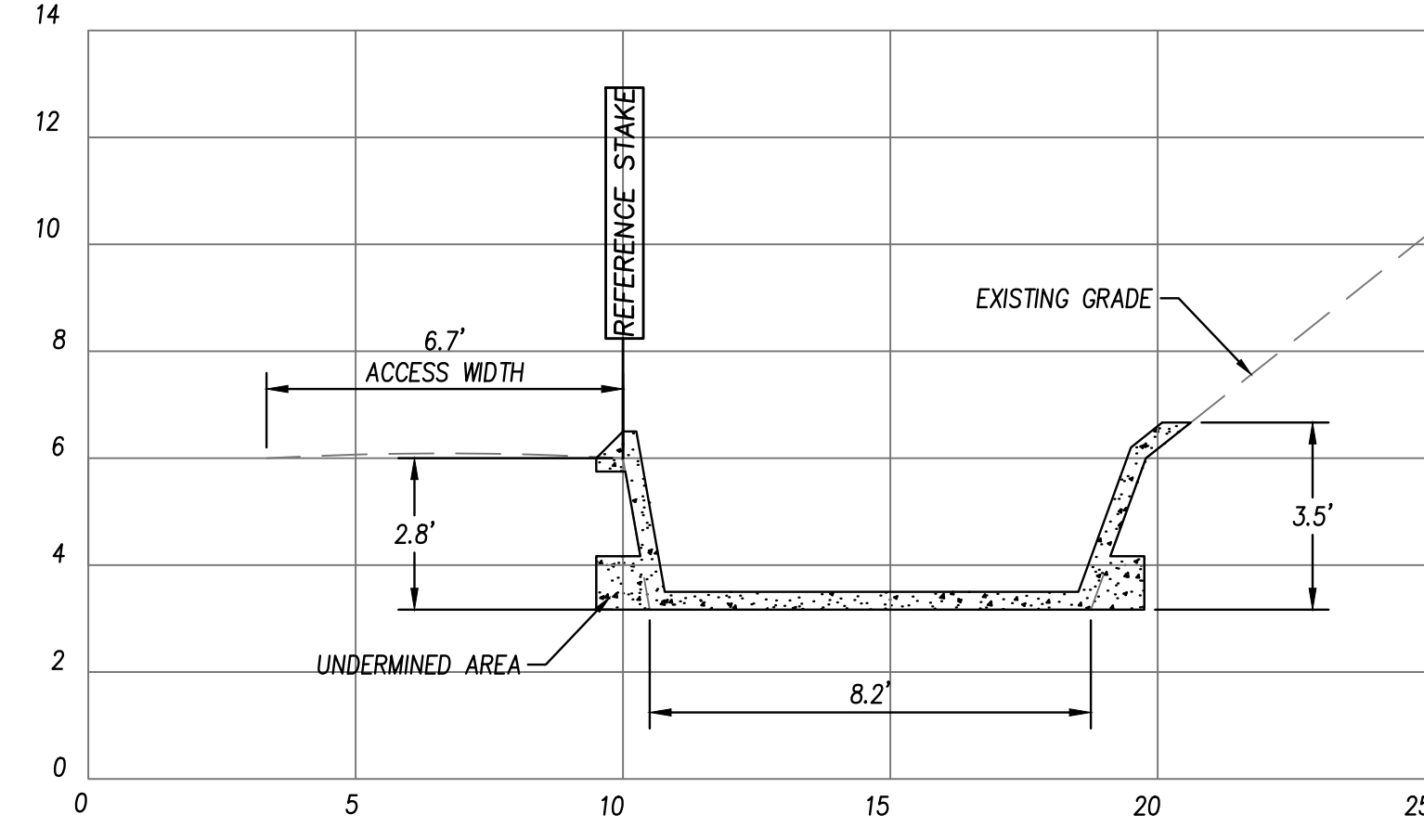
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STATION 3+50



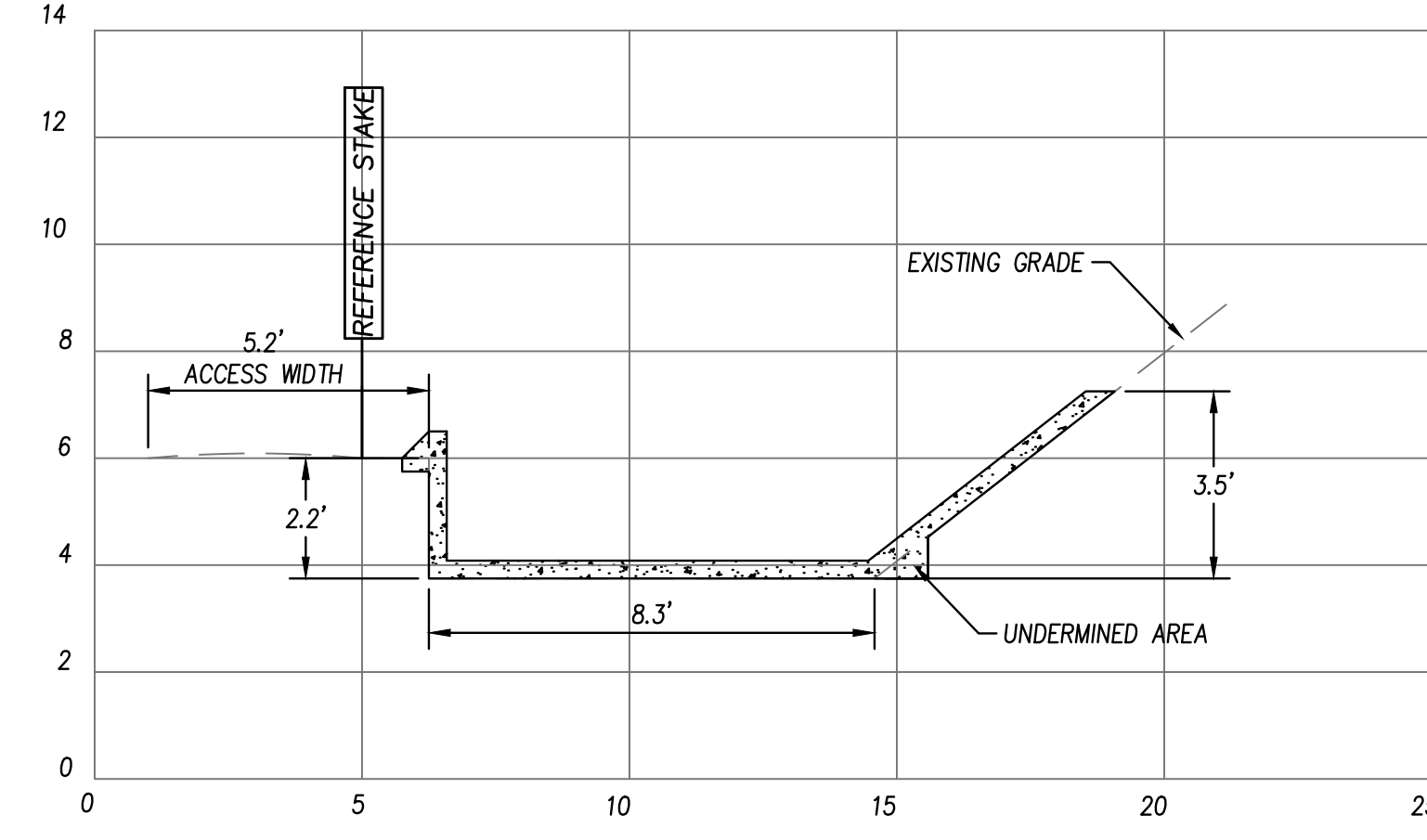
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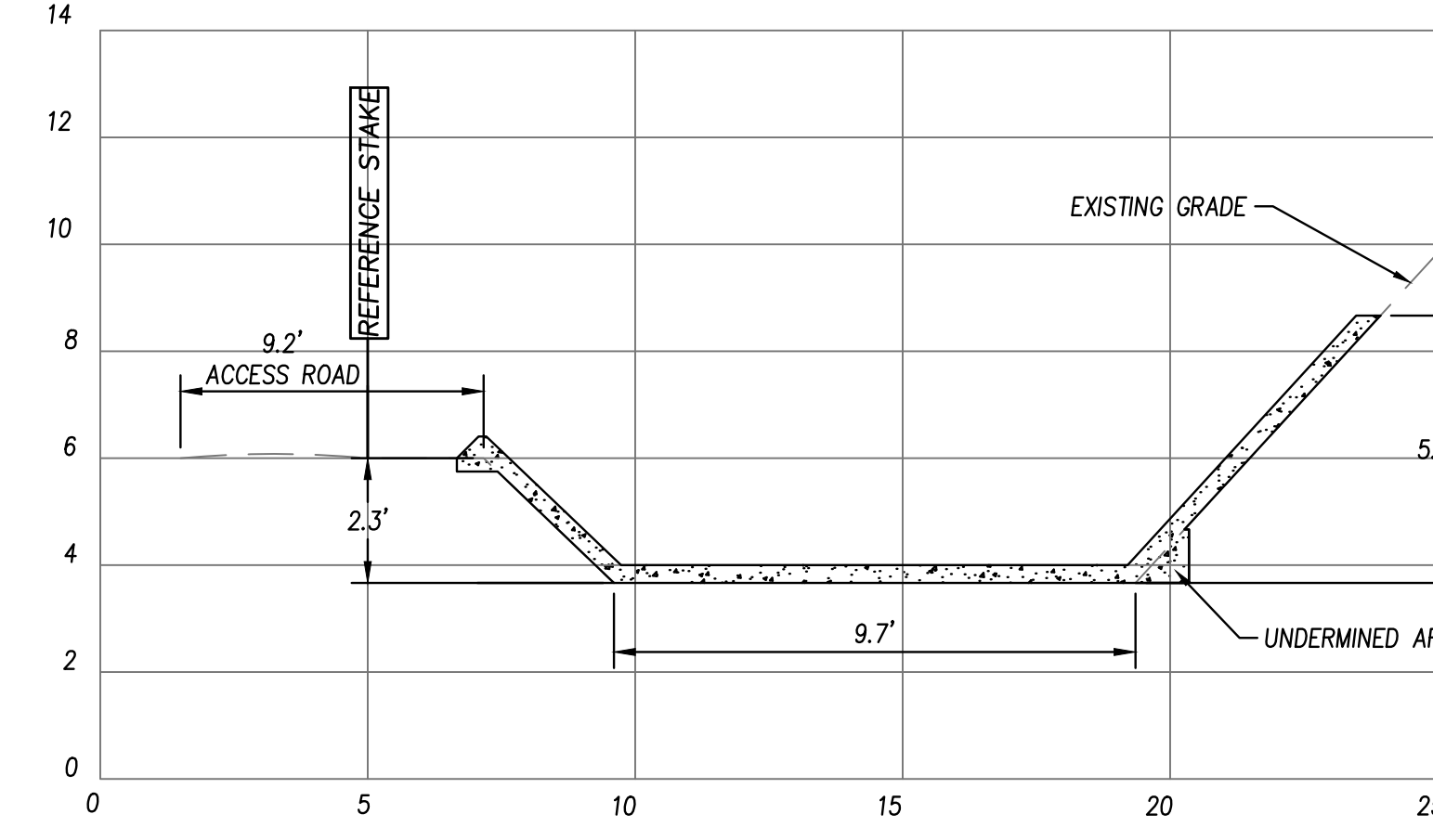
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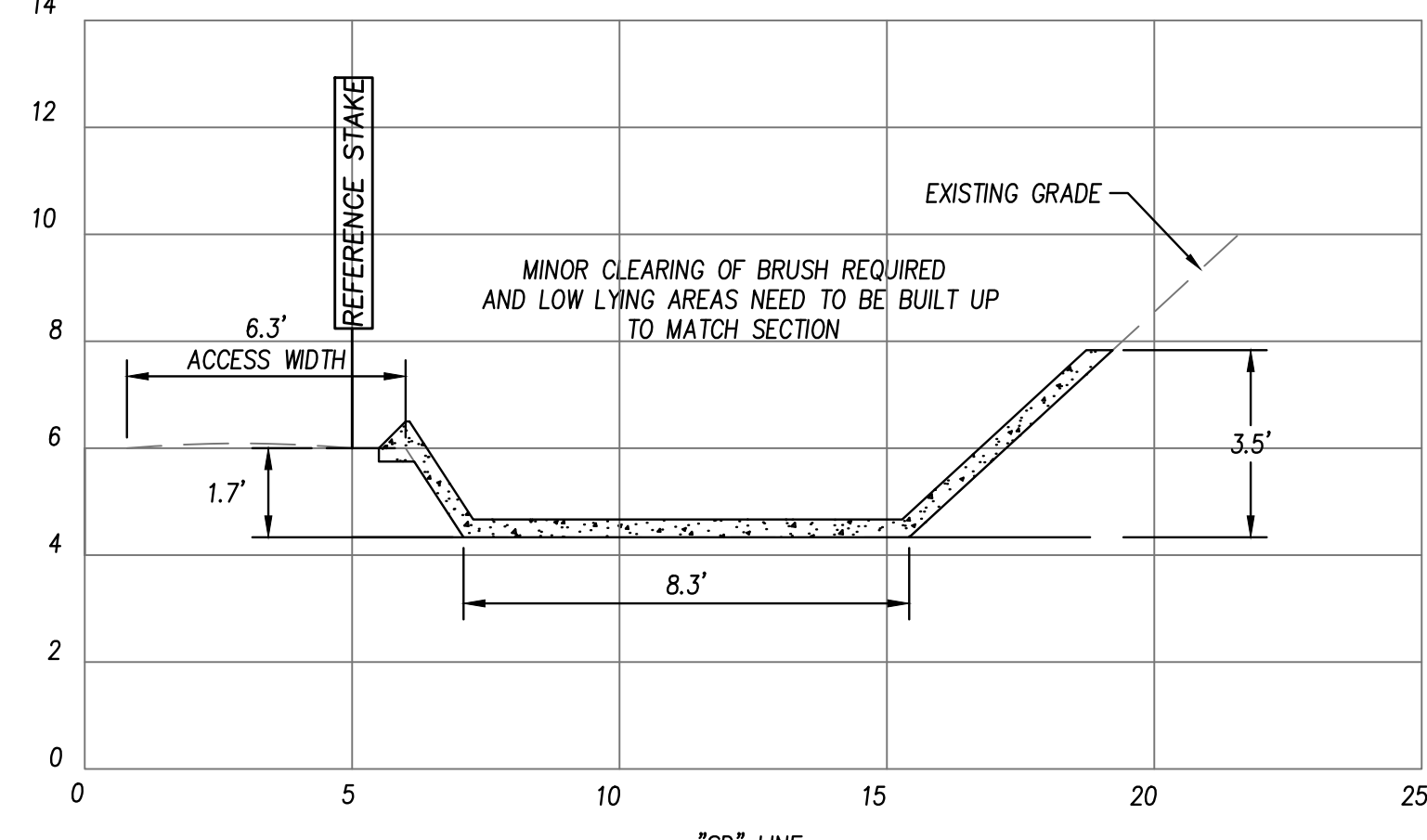
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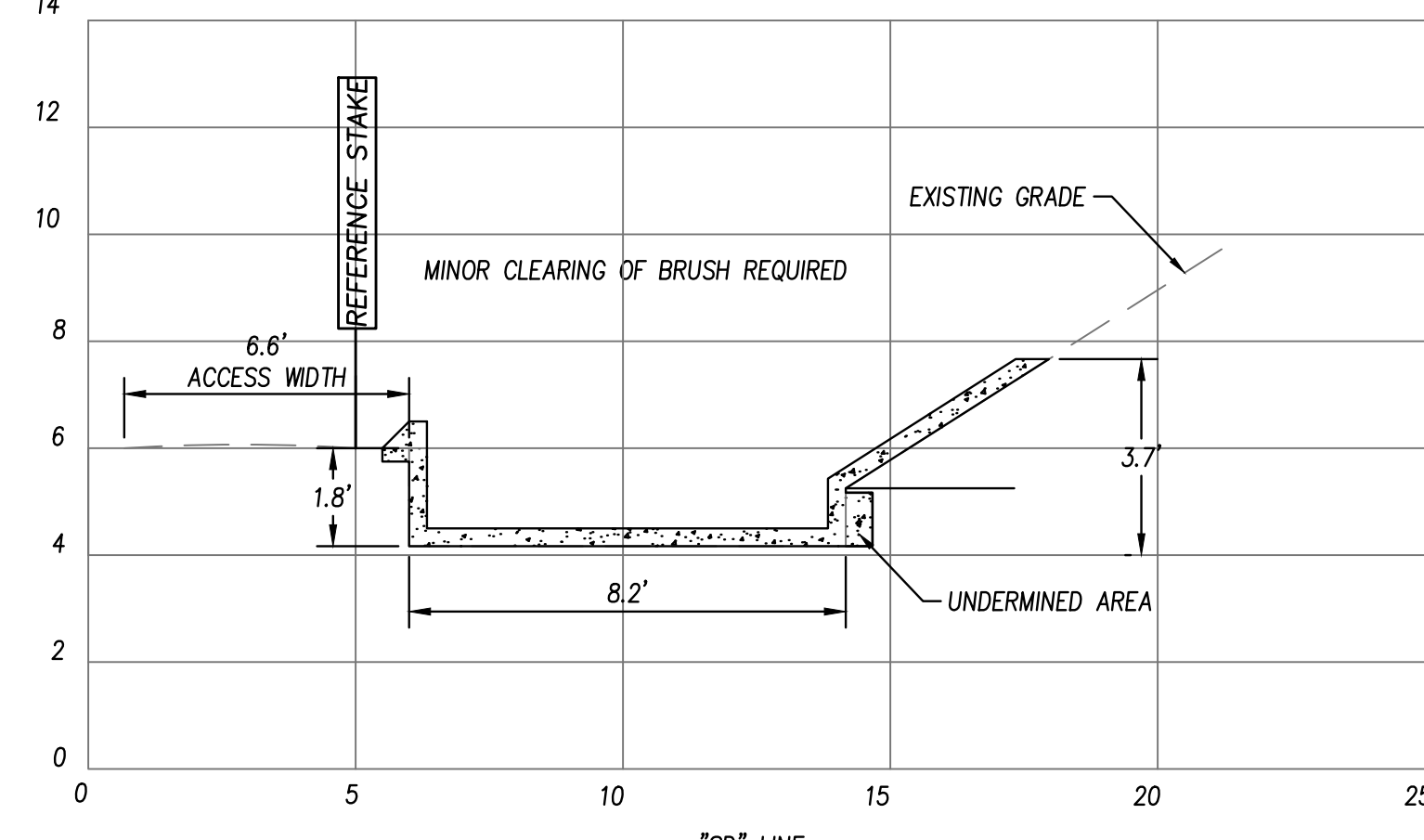
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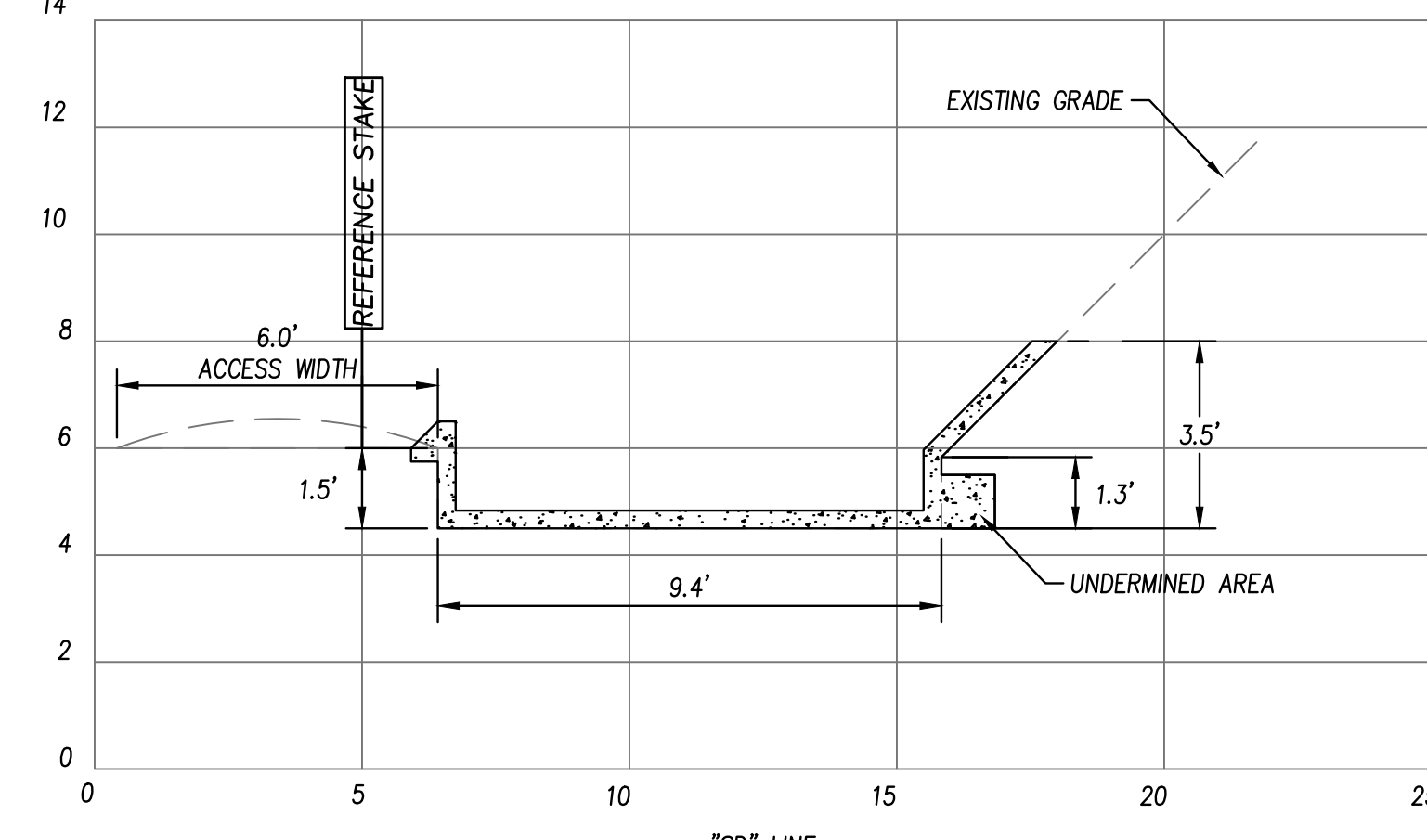
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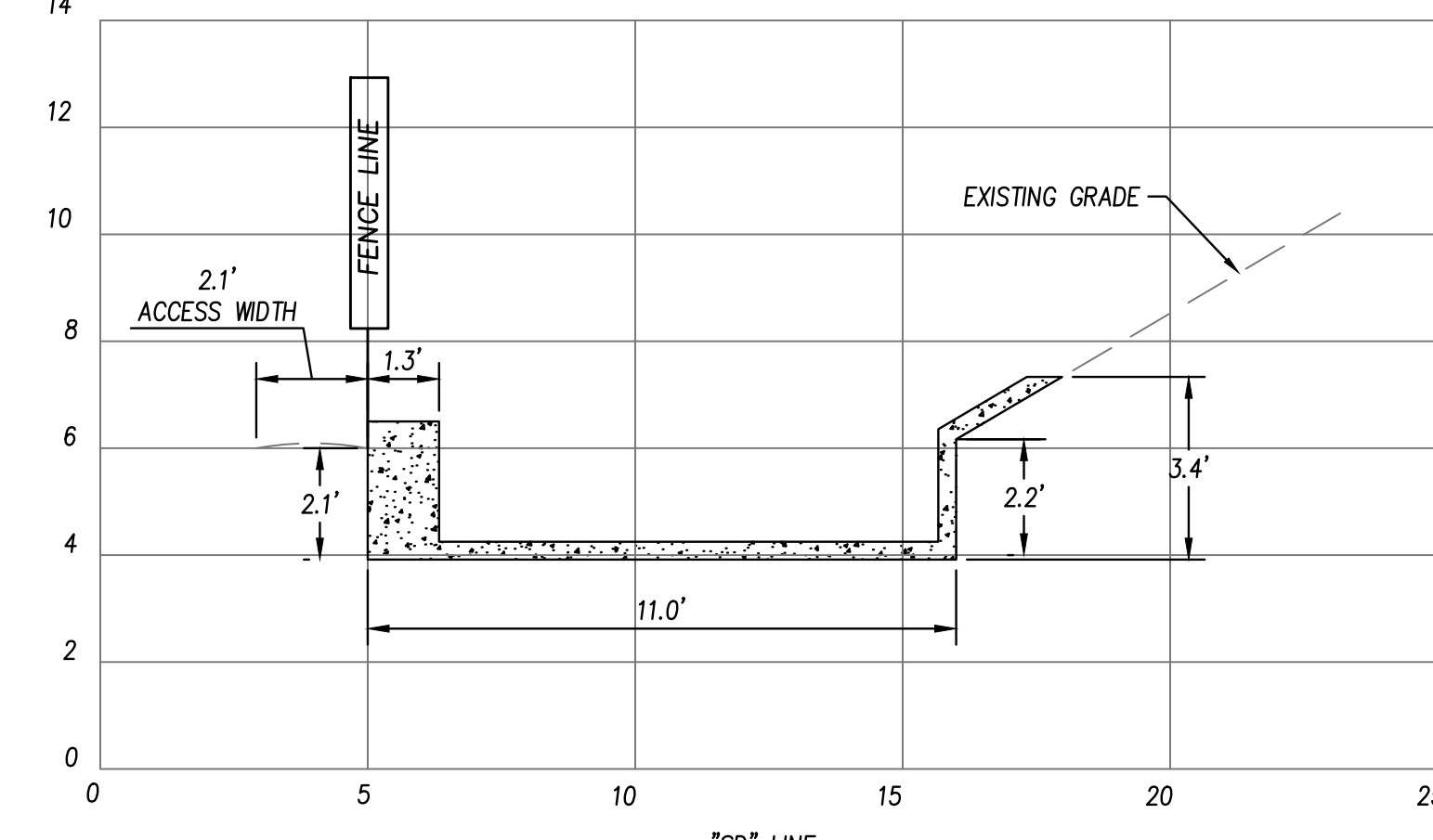
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"SD" LINE
STATION 10+00



"SD" LINE
STATION 10+00



"SD" LINE
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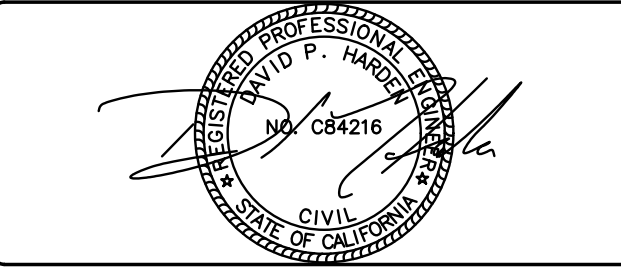
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NO.	REVISIONS	BY	DATE

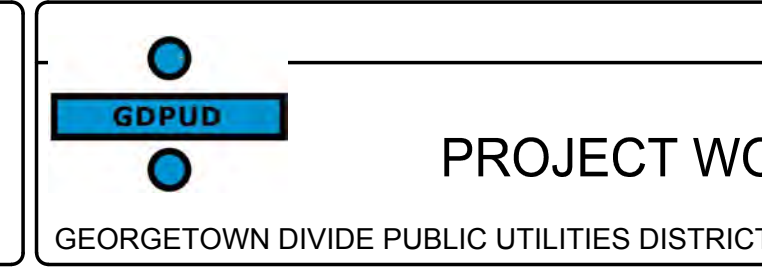
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 DRAWN BY: C. SAHAGUN
 CHECKED BY: G. RODELL
 SCALE: 1" = 40'
 DATE: 6/24/2019
 PROJ. NO.: 18112

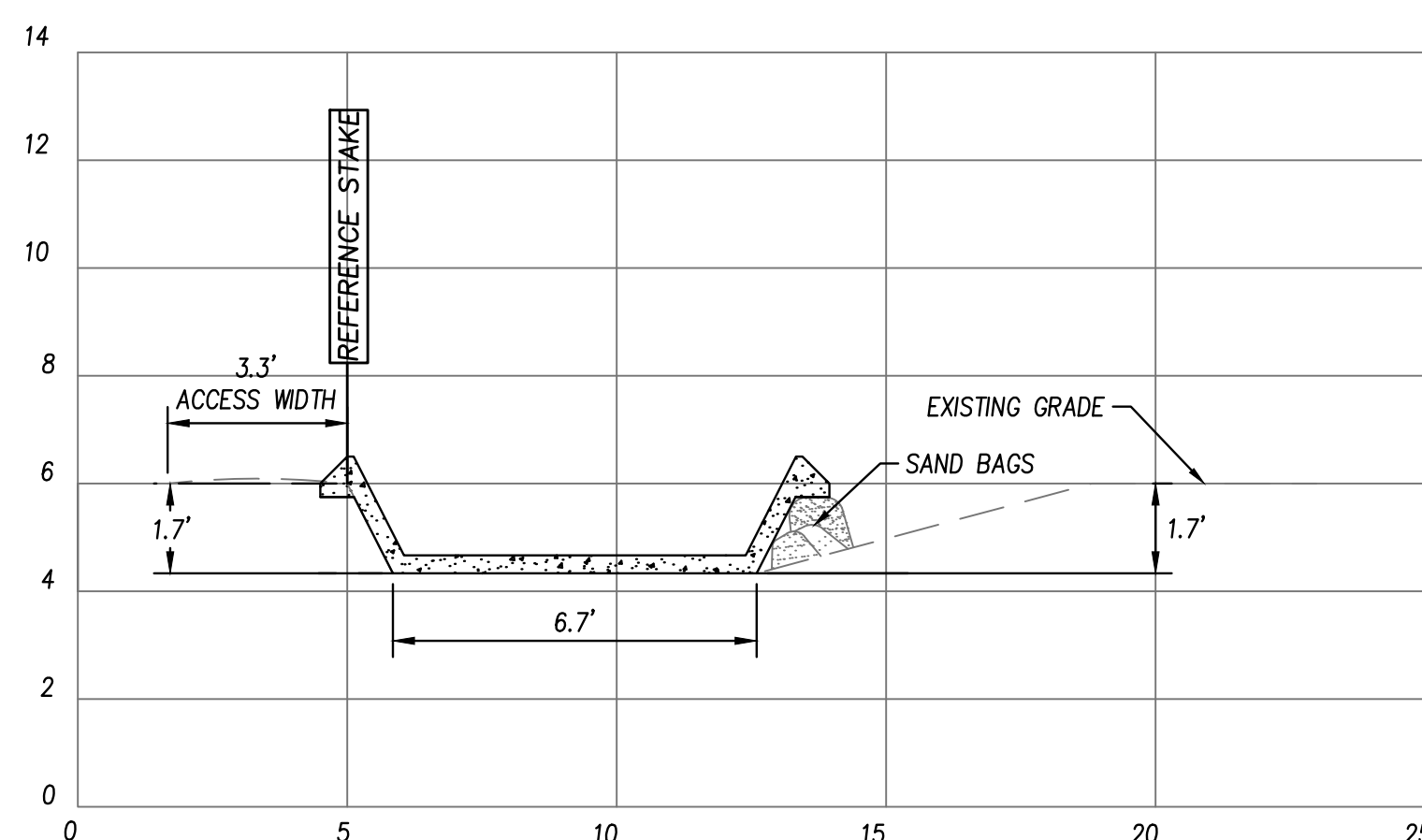
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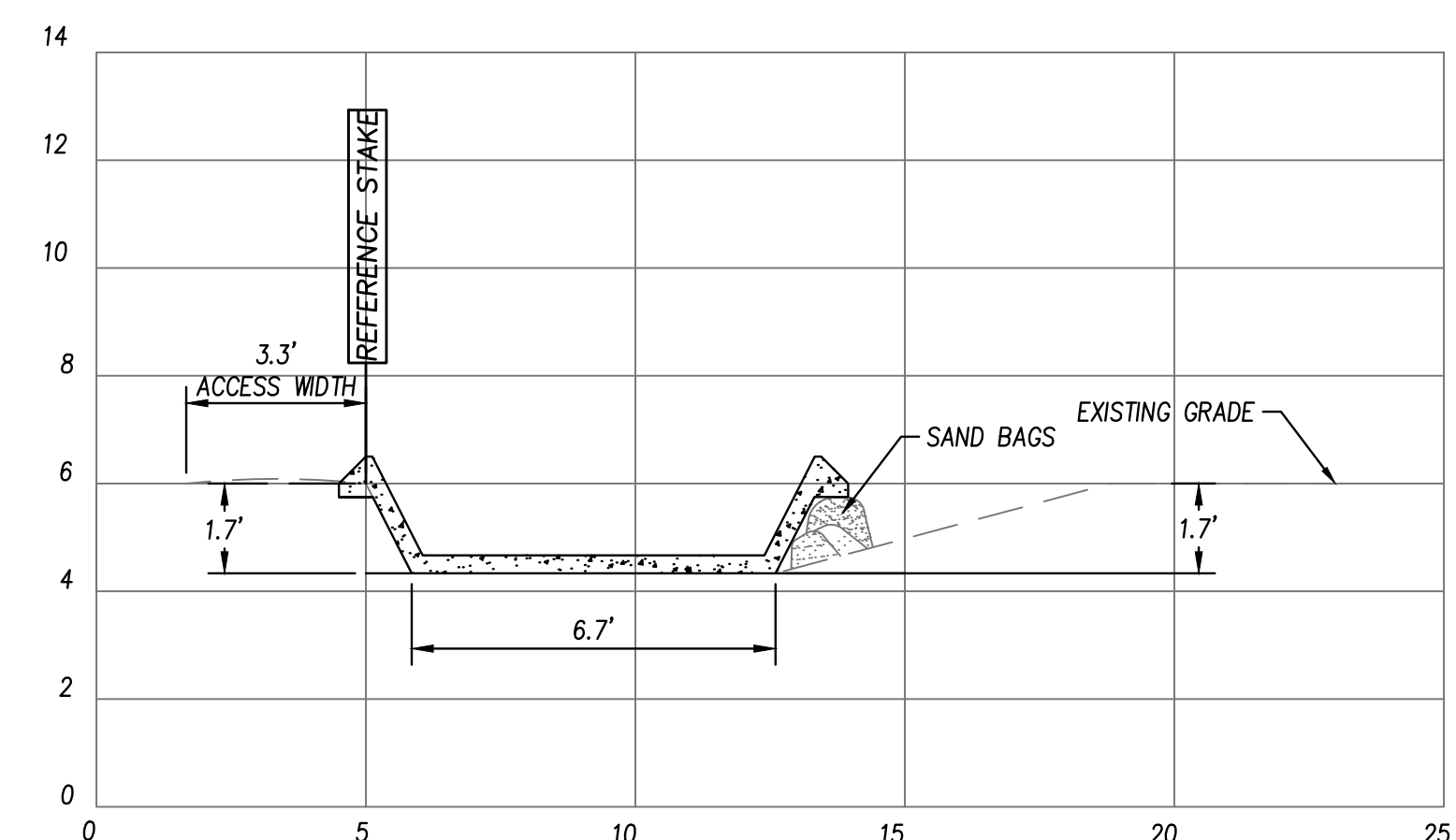
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 TRUSTED ENGINEERING ADVISORS
 Bennett Engineering Services
 1082 Sunrise Avenue, Suite 100
 Roseville, California 95661
 T 916.783.4100
 F 916.783.4110



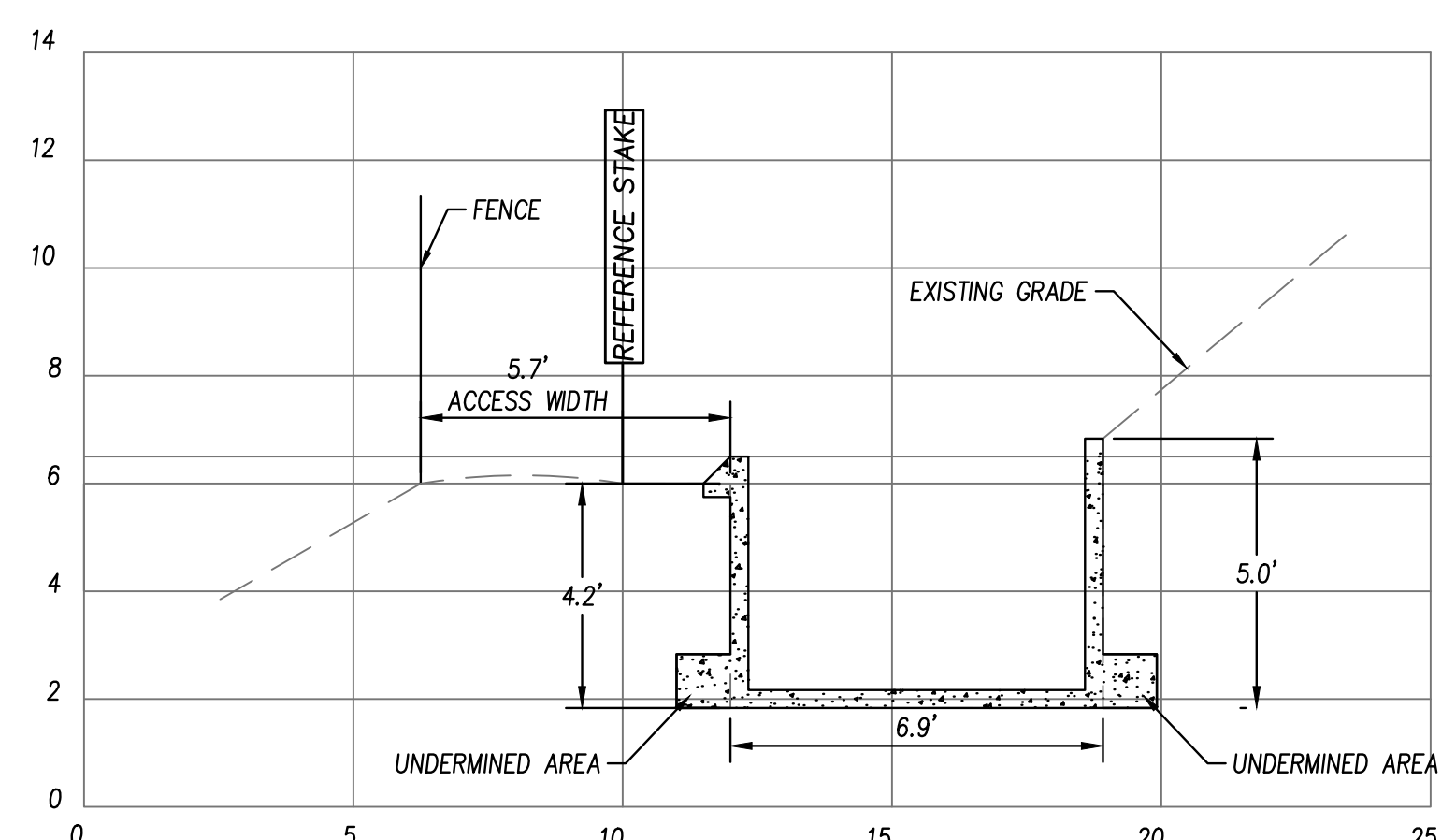
GDPUD CANAL PROJECT
 PROJECT WORK SECTION #1 CROSS SECTIONS (1 OF 2)
 CALIFORNIA



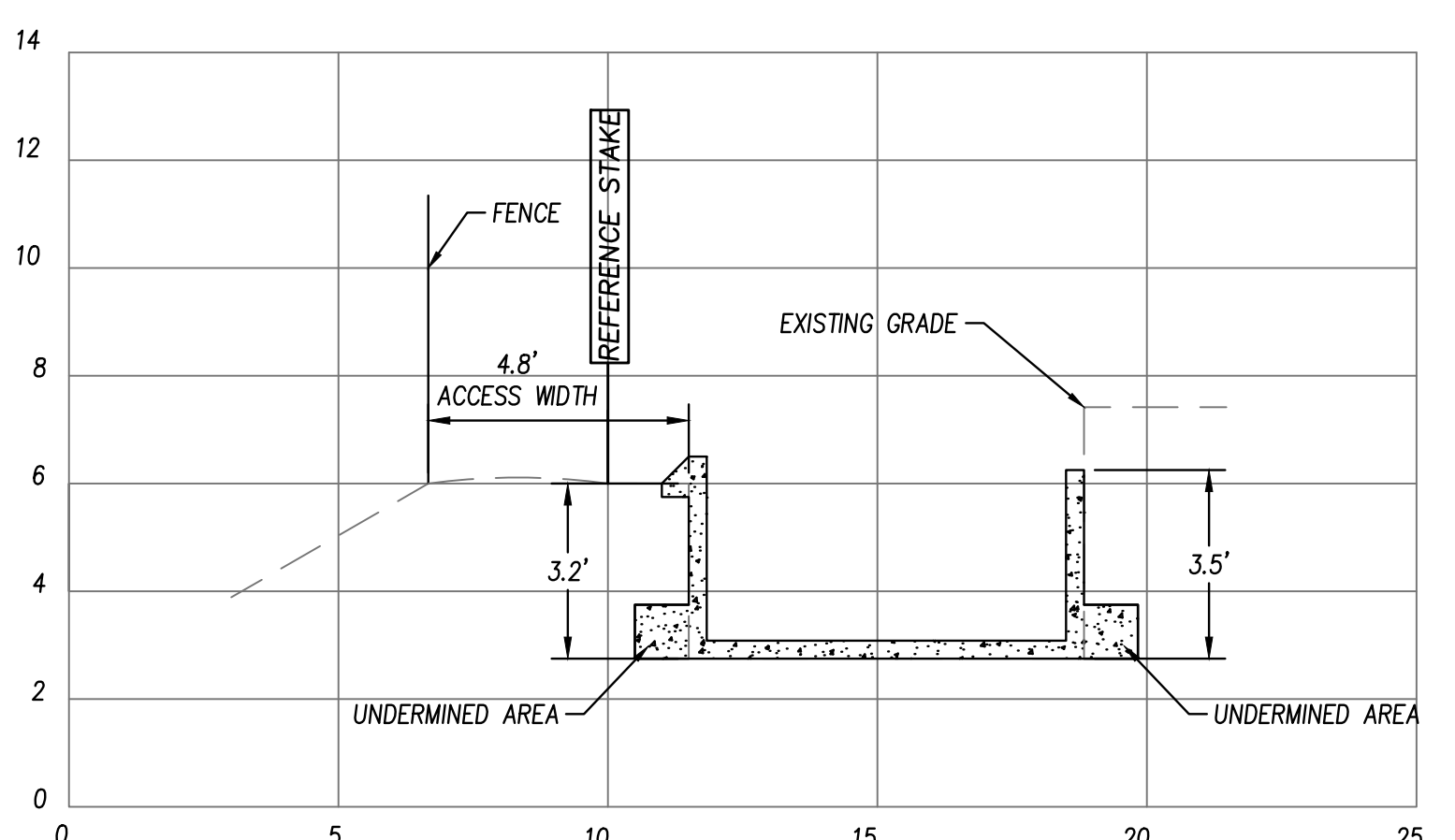
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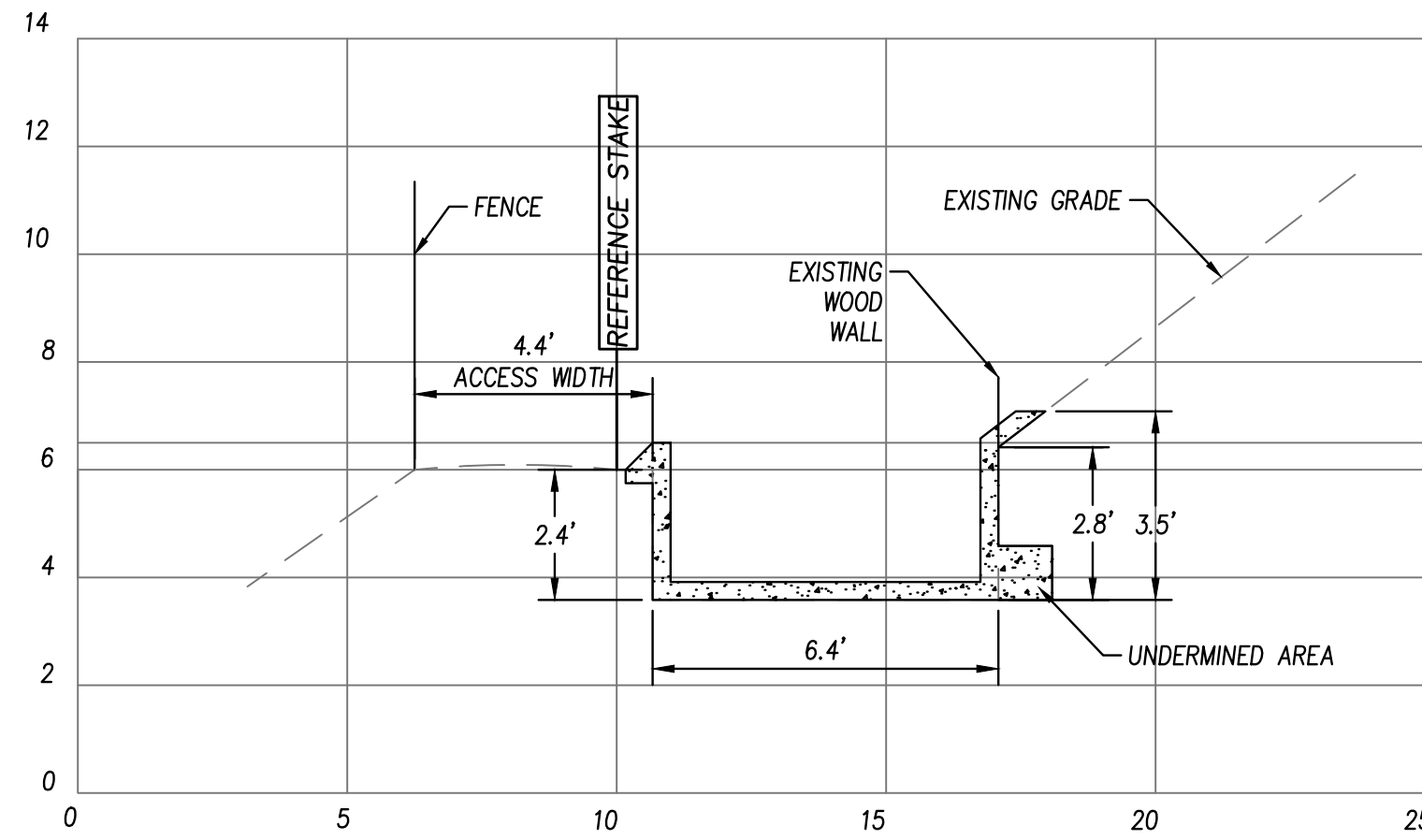
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FIELD MODIFICATIONS MAY BE REQUIRED



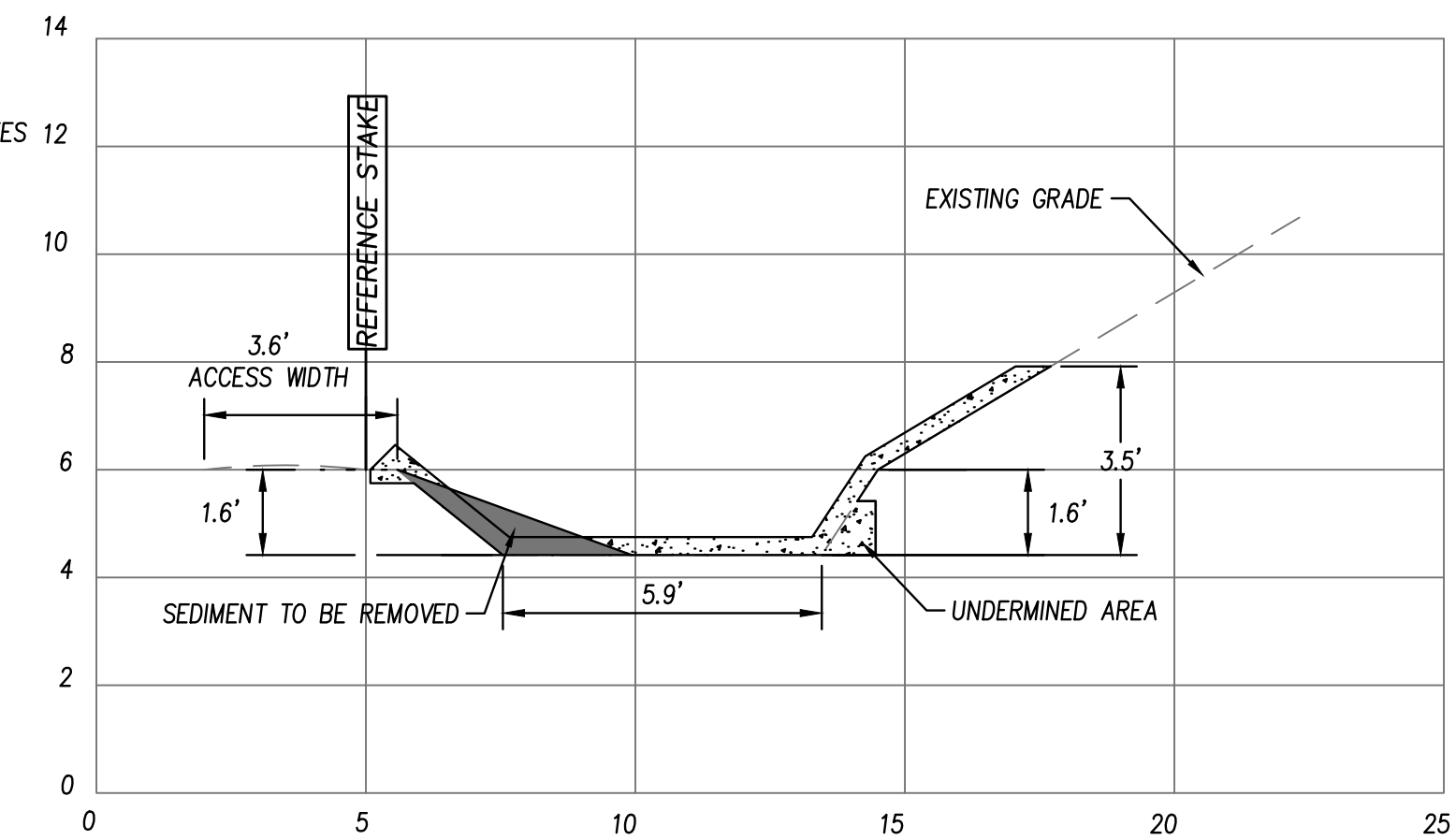
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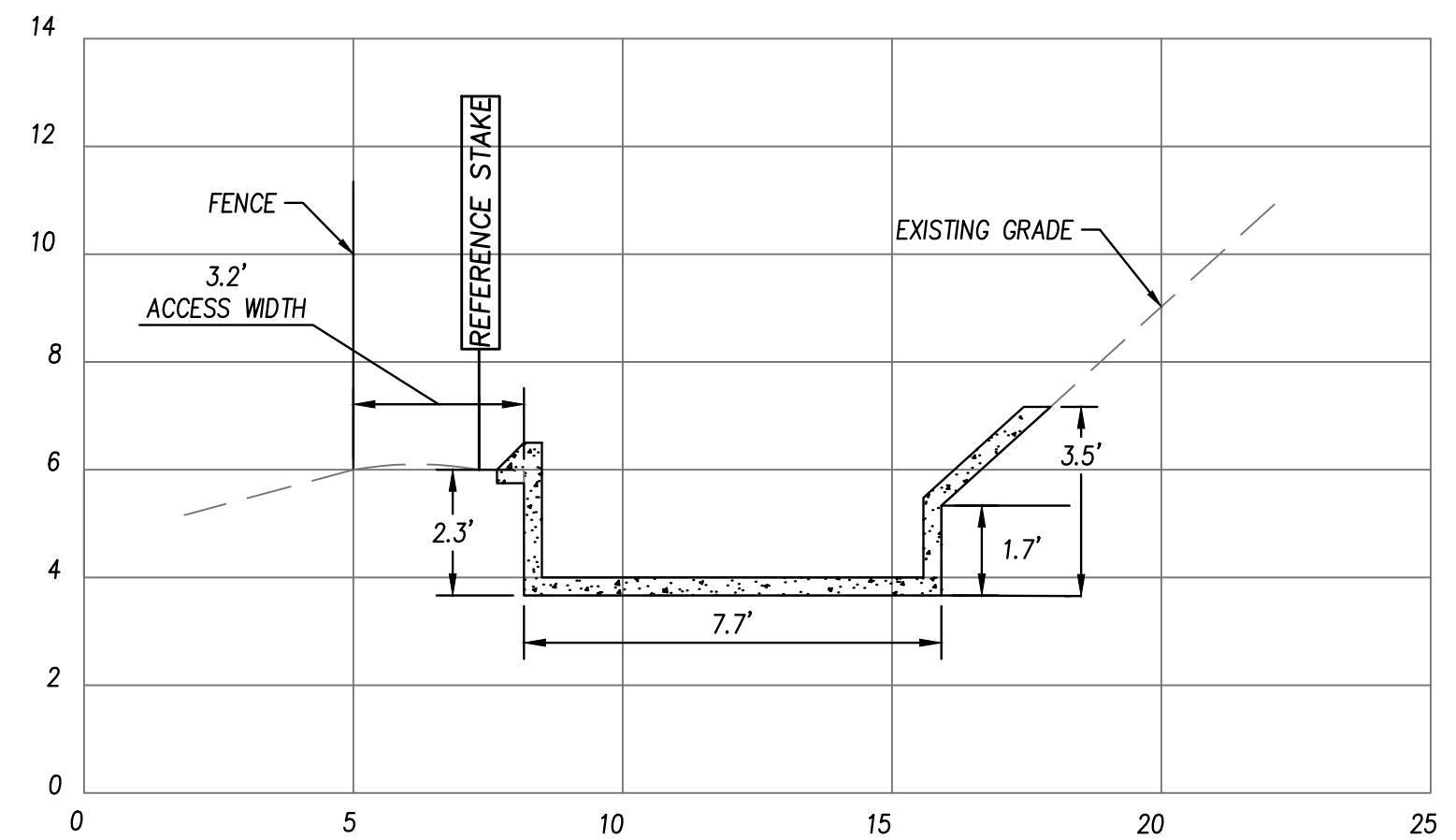
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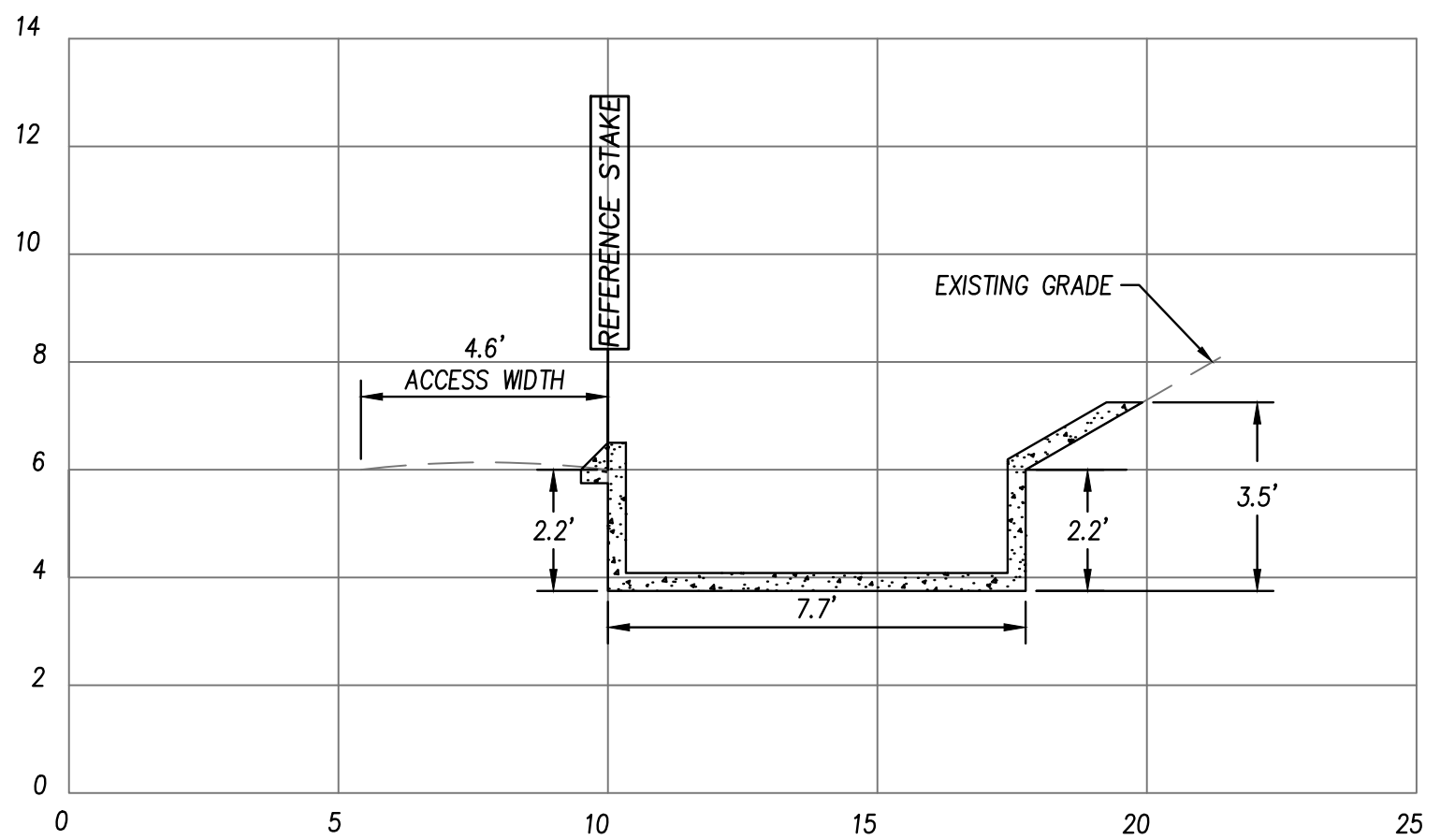
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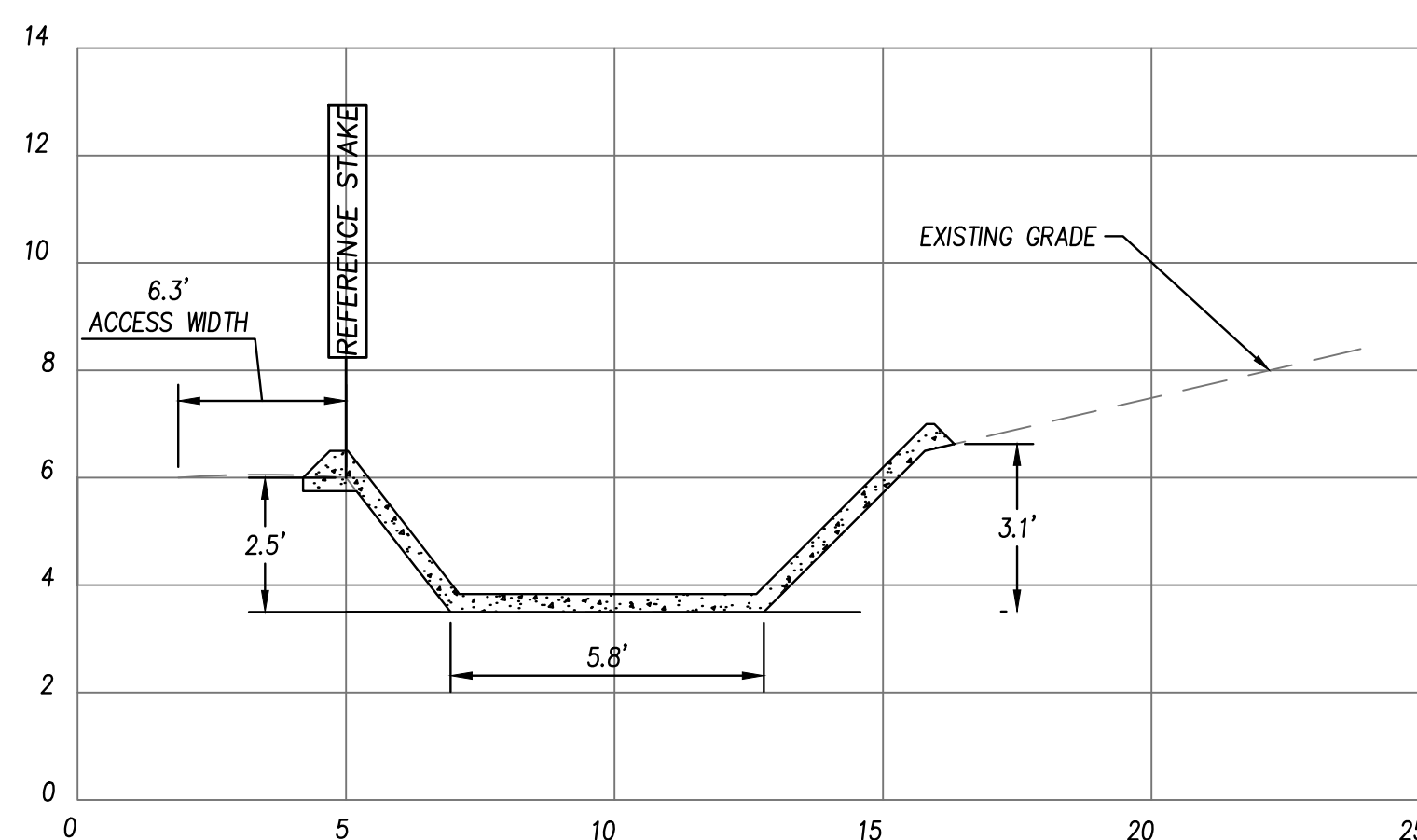
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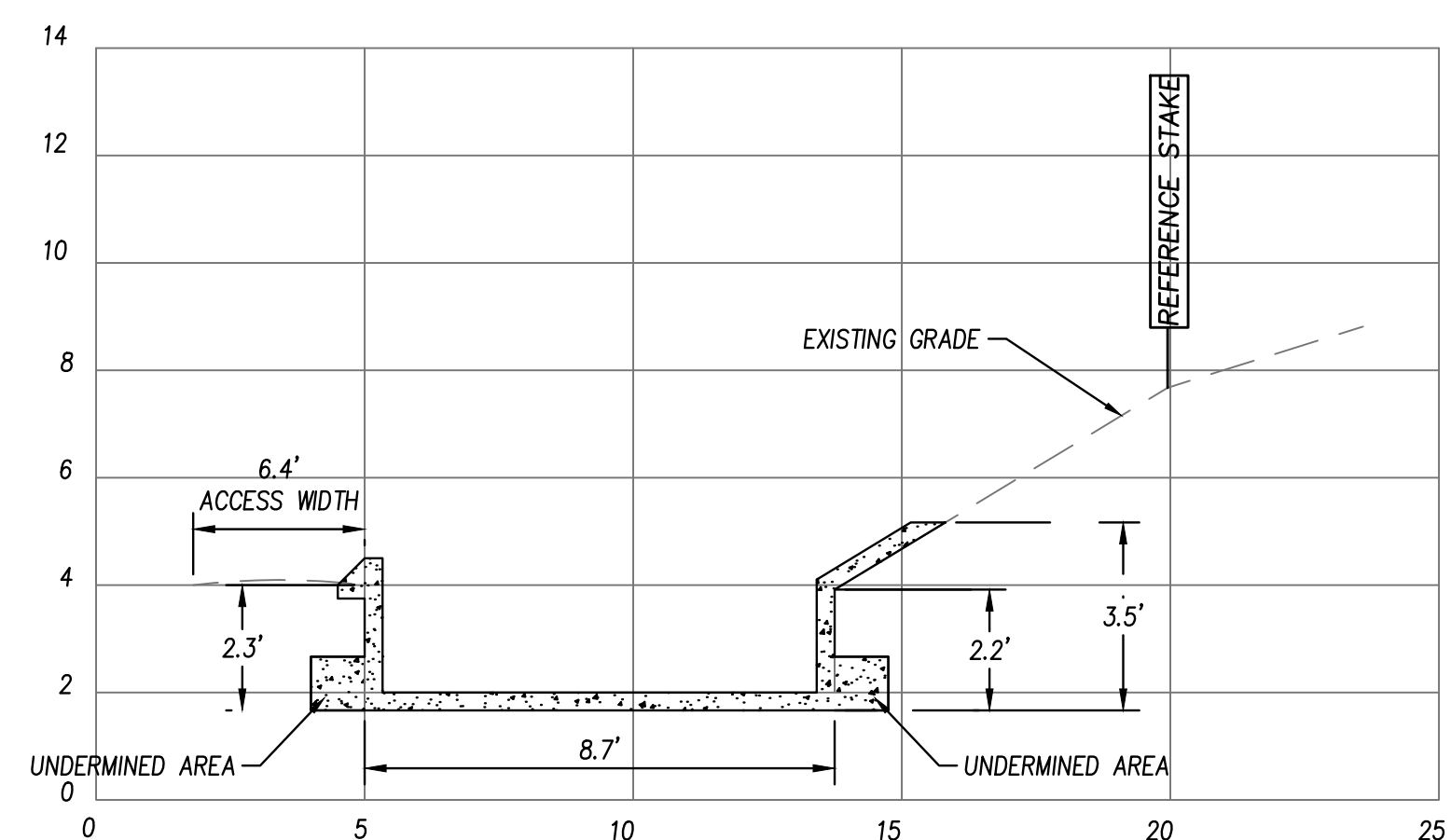
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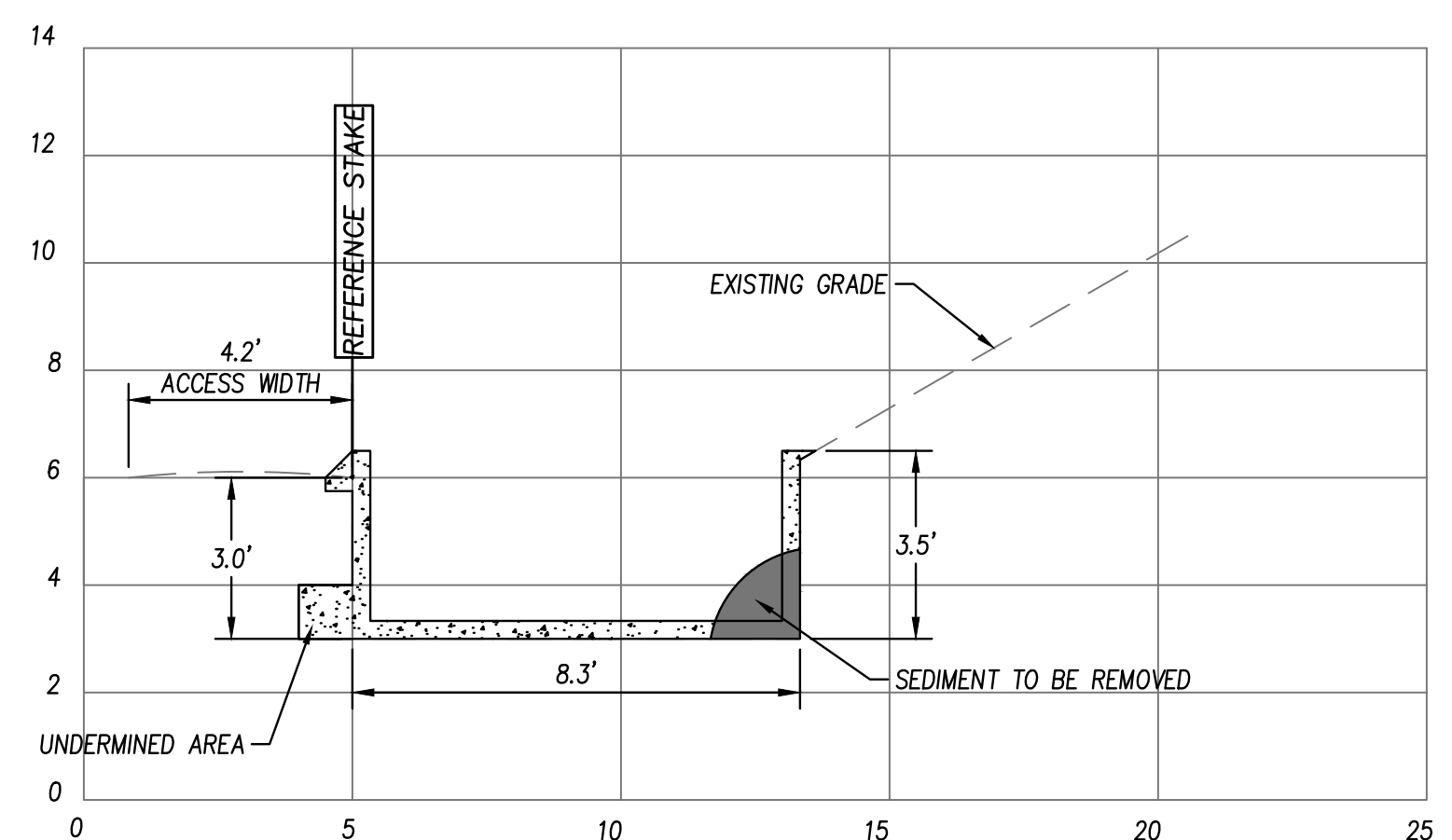
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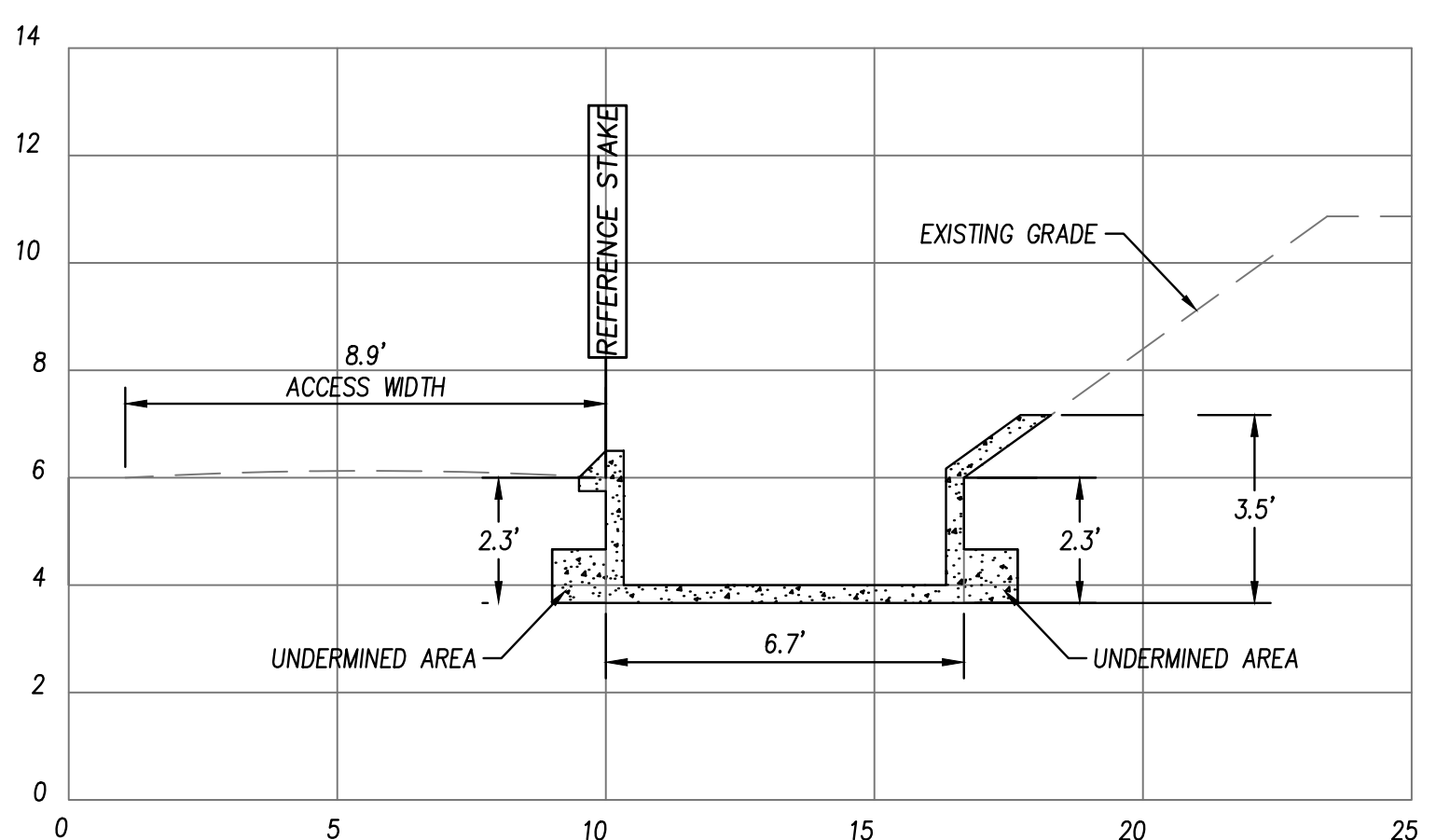
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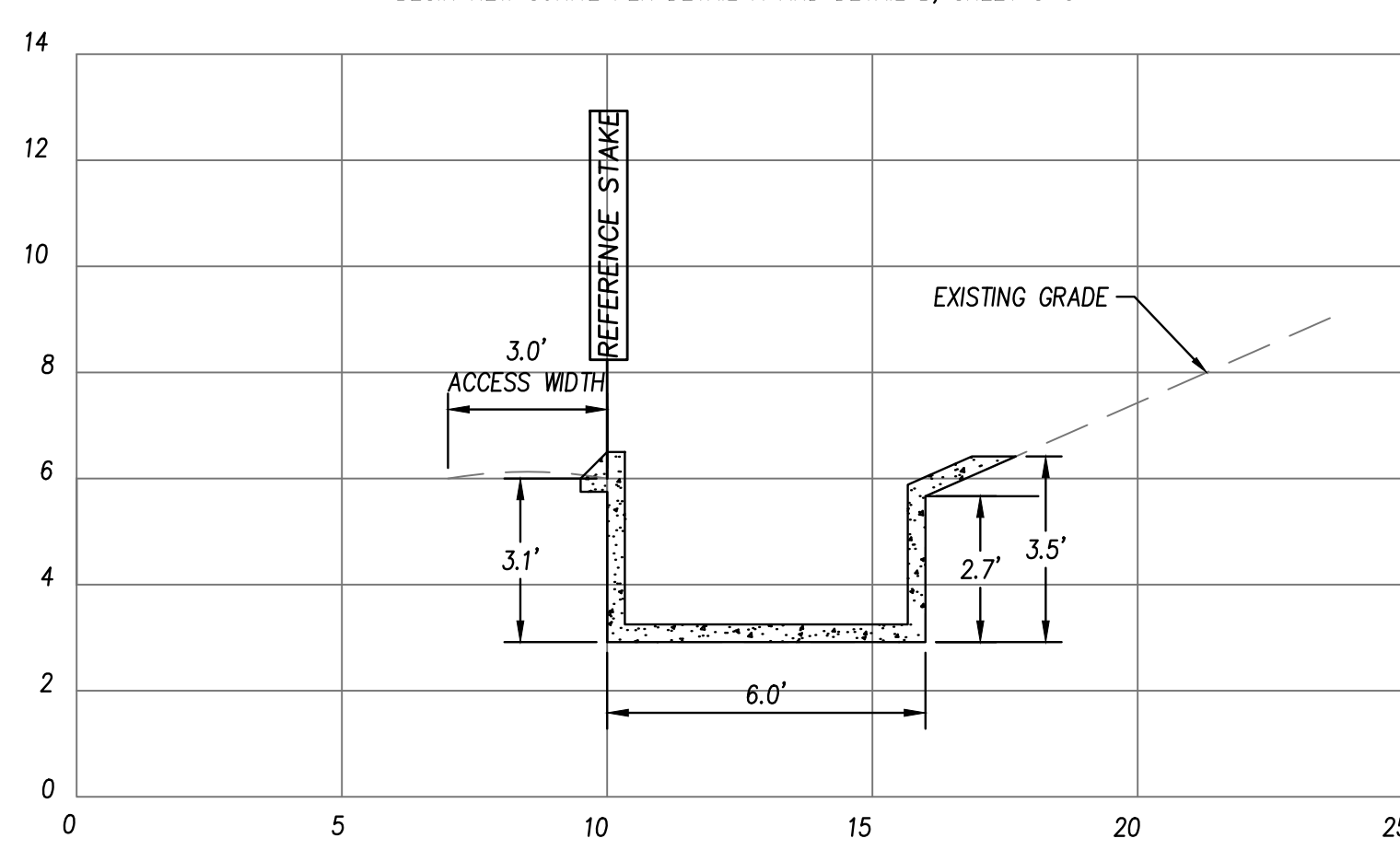
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STATION 18+00



"SD" LINE
STATION 19+00



"SD" LINE
STATION 20+00



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APPROXIMATE GUNITE QUANTITIES
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SHEET C-2: 199 CY
TOTAL WORK SECTION #1 : 397 CY

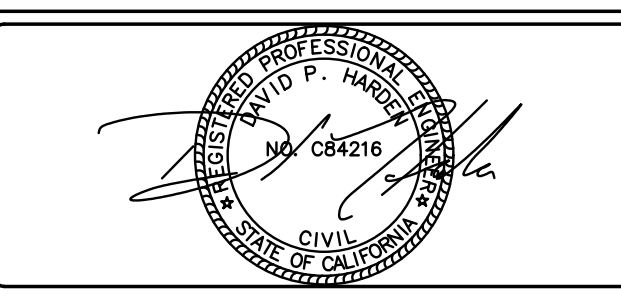
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 Sheet: 177 of 351

NO.	REVISIONS	BY	DATE

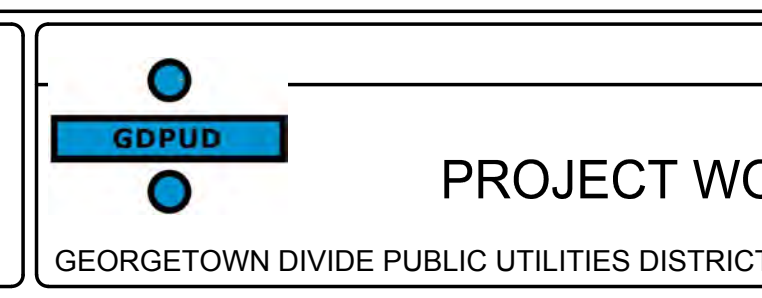
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DESIGN BY: D. HARDEN
 DRAWN BY: C. SAHAGUN
 CHECKED BY: G. RODELL
 SCALE: 1" = 40'
 DATE: 6/24/2019
 PROJ. NO.: 18112

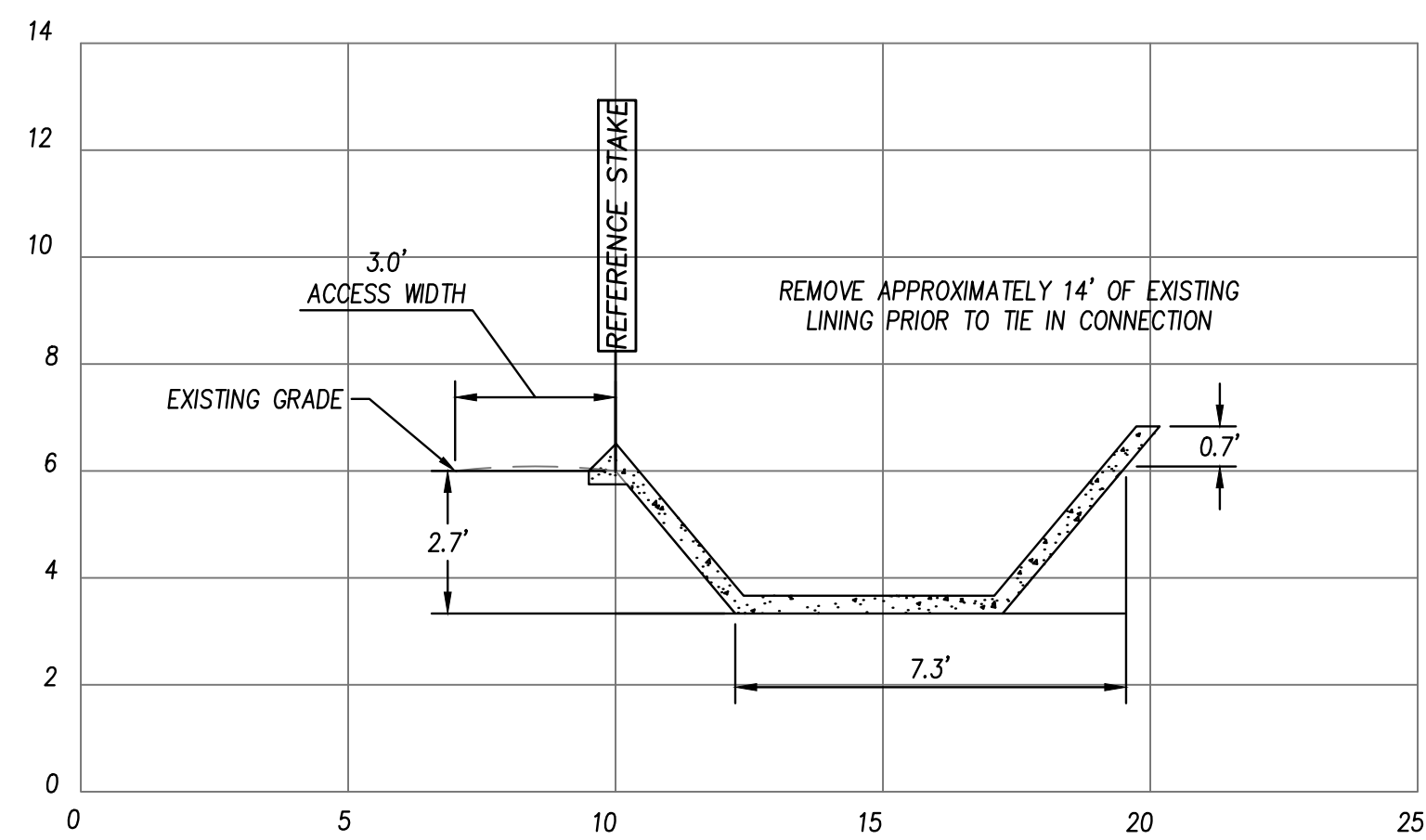
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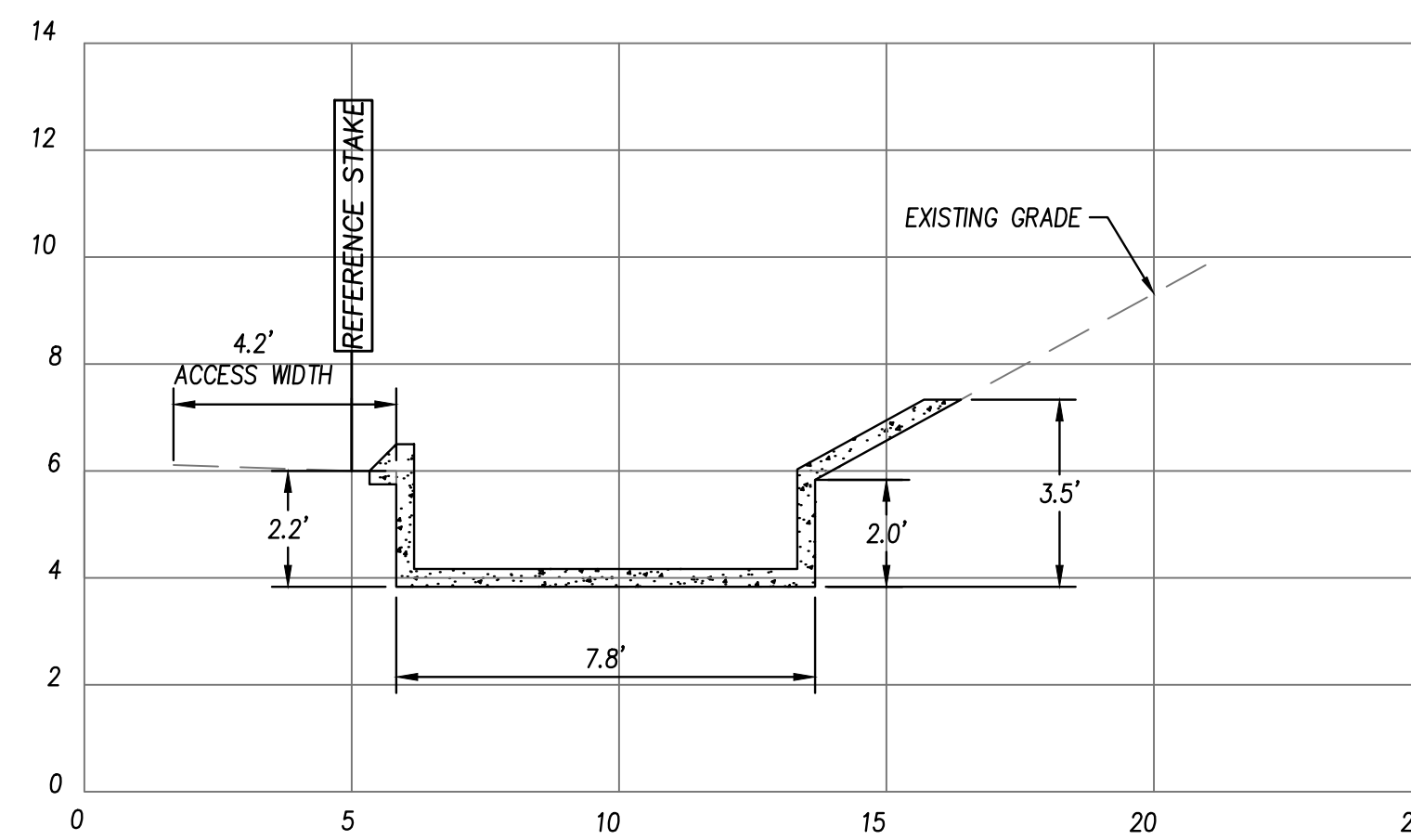
BEN EN
 TRUSTED ENGINEERING ADVISORS
 Bennett Engineering Services
 1082 Sunrise Avenue, Suite 100
 Roseville, California 95661
 T 916.783.4100
 F 916.783.4110



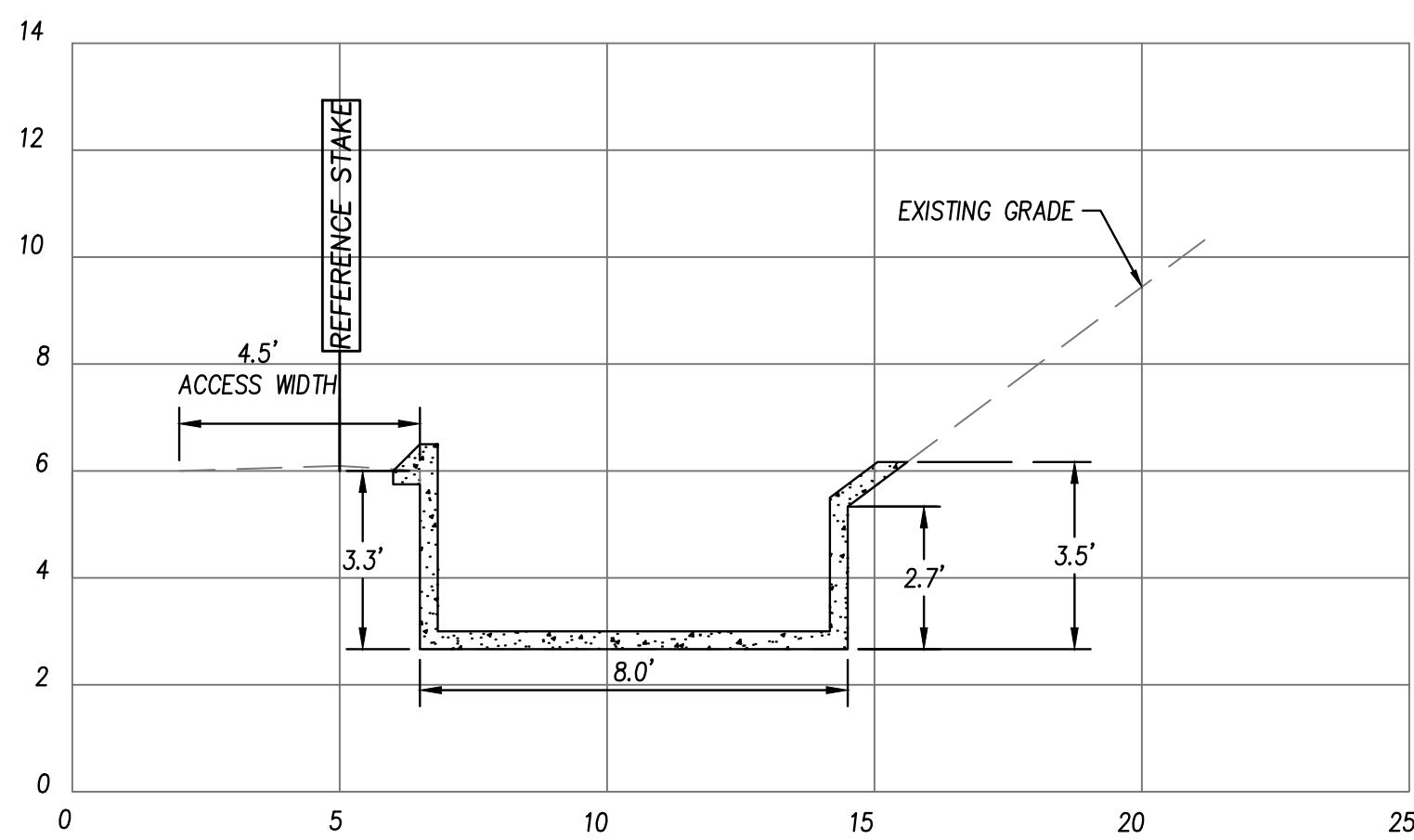
GDPUD CANAL PROJECT
 PROJECT WORK SECTION #2 CROSS SECTIONS (2 OF 2)
 CALIFORNIA



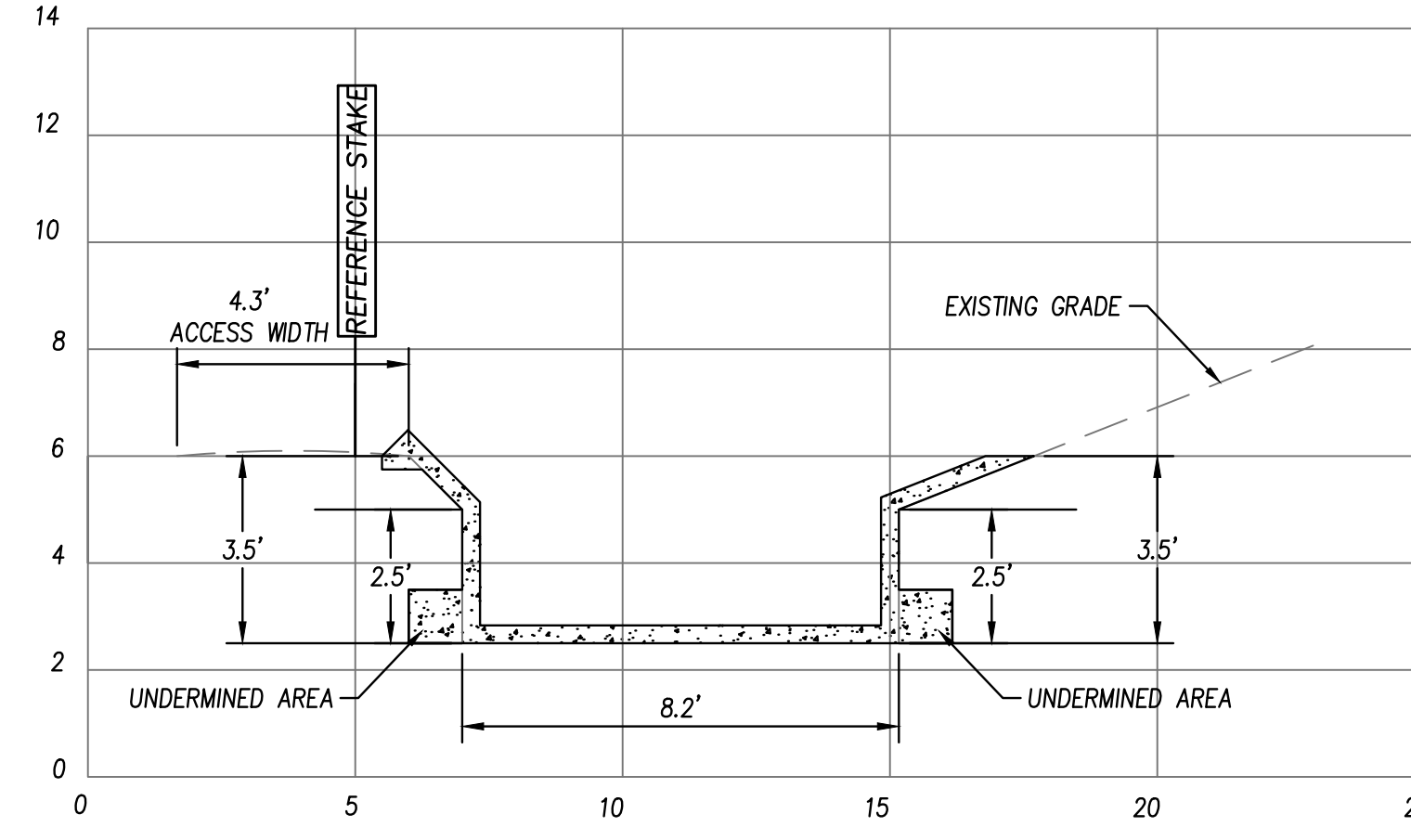
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STATION 23+45 TO 23+59 BEGIN LINING PER DETAIL A
AND DETAIL B, SHEET C-5 AFTER REMOVAL OF 14' OF EXISTING CONCRETE



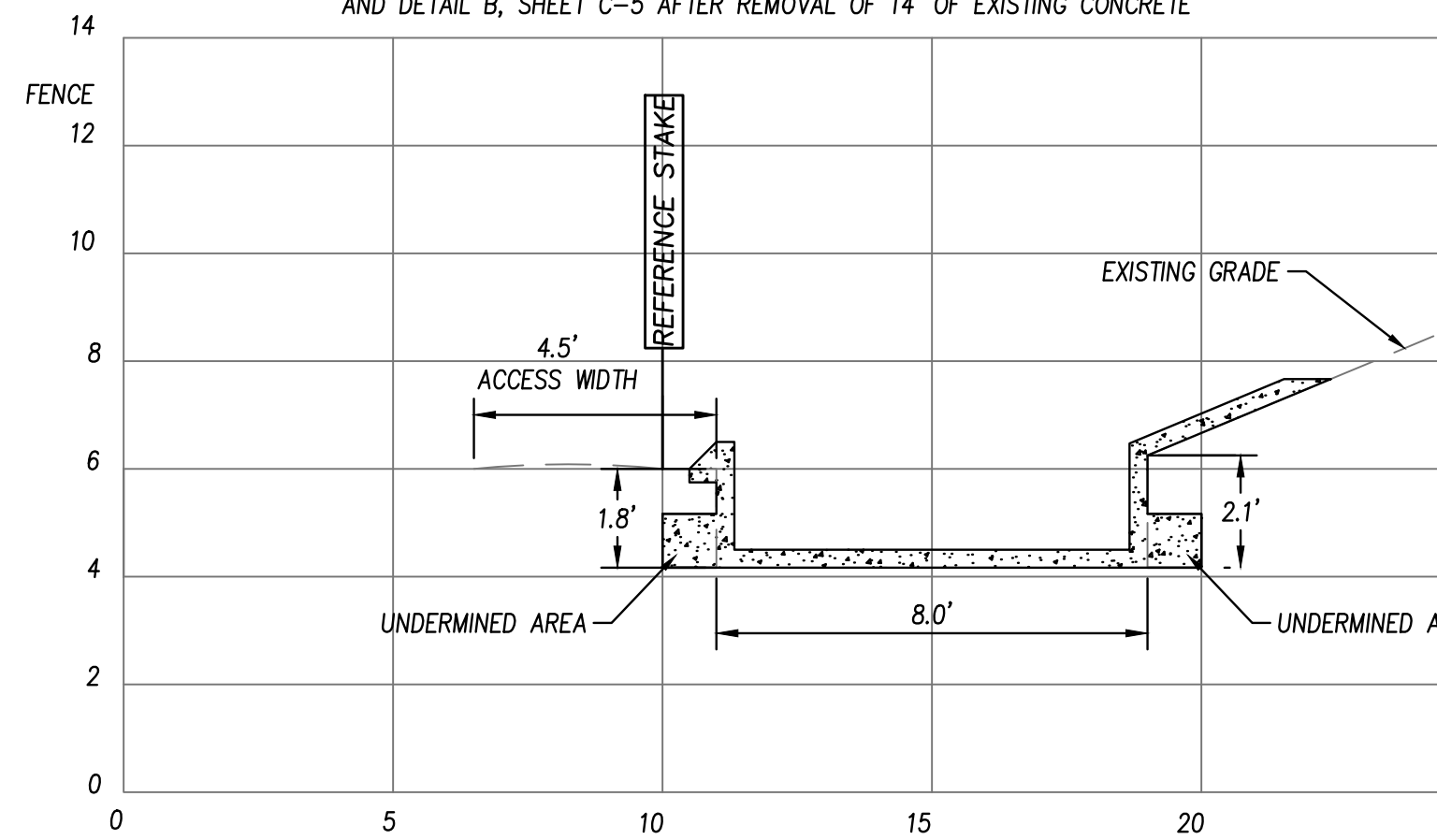
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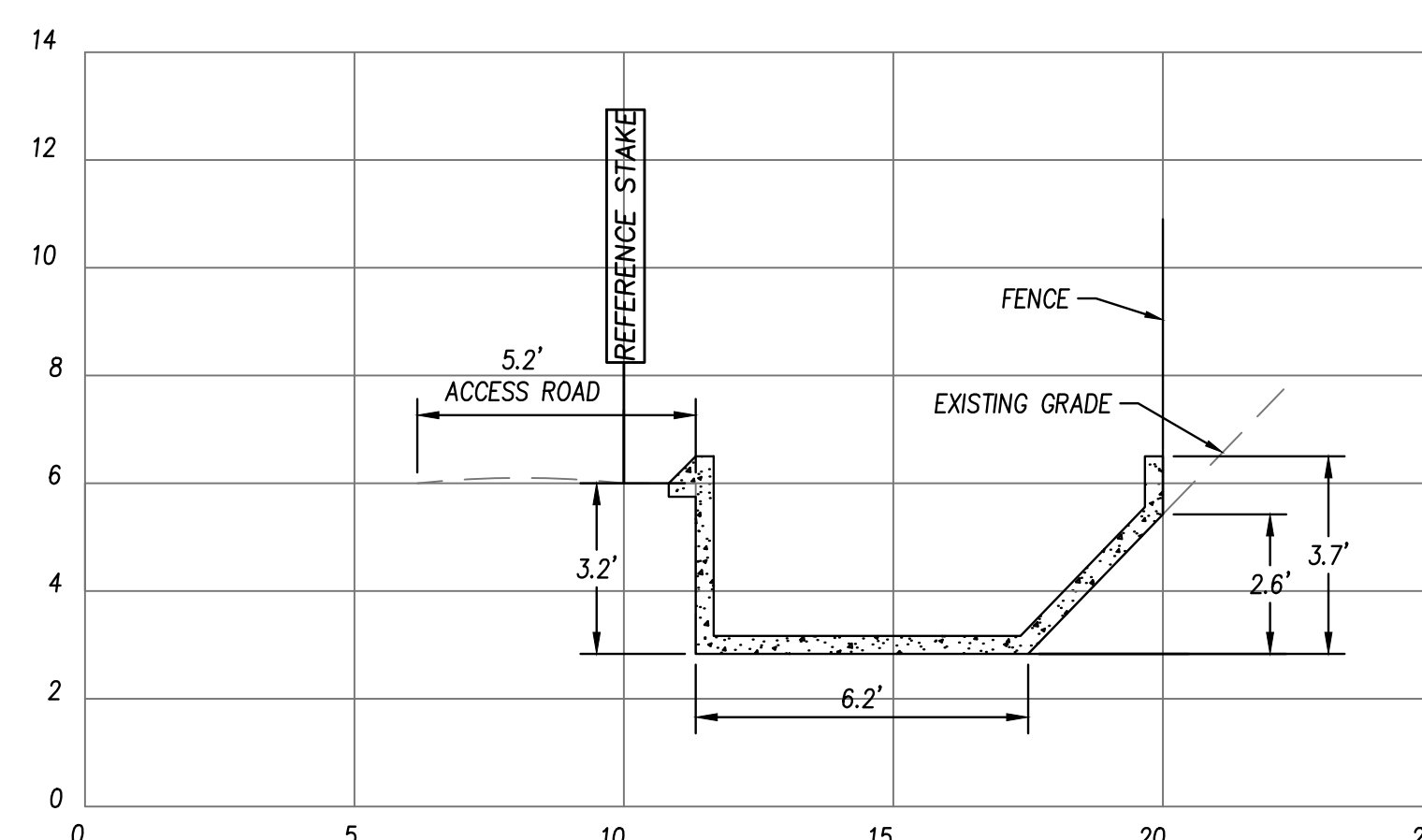
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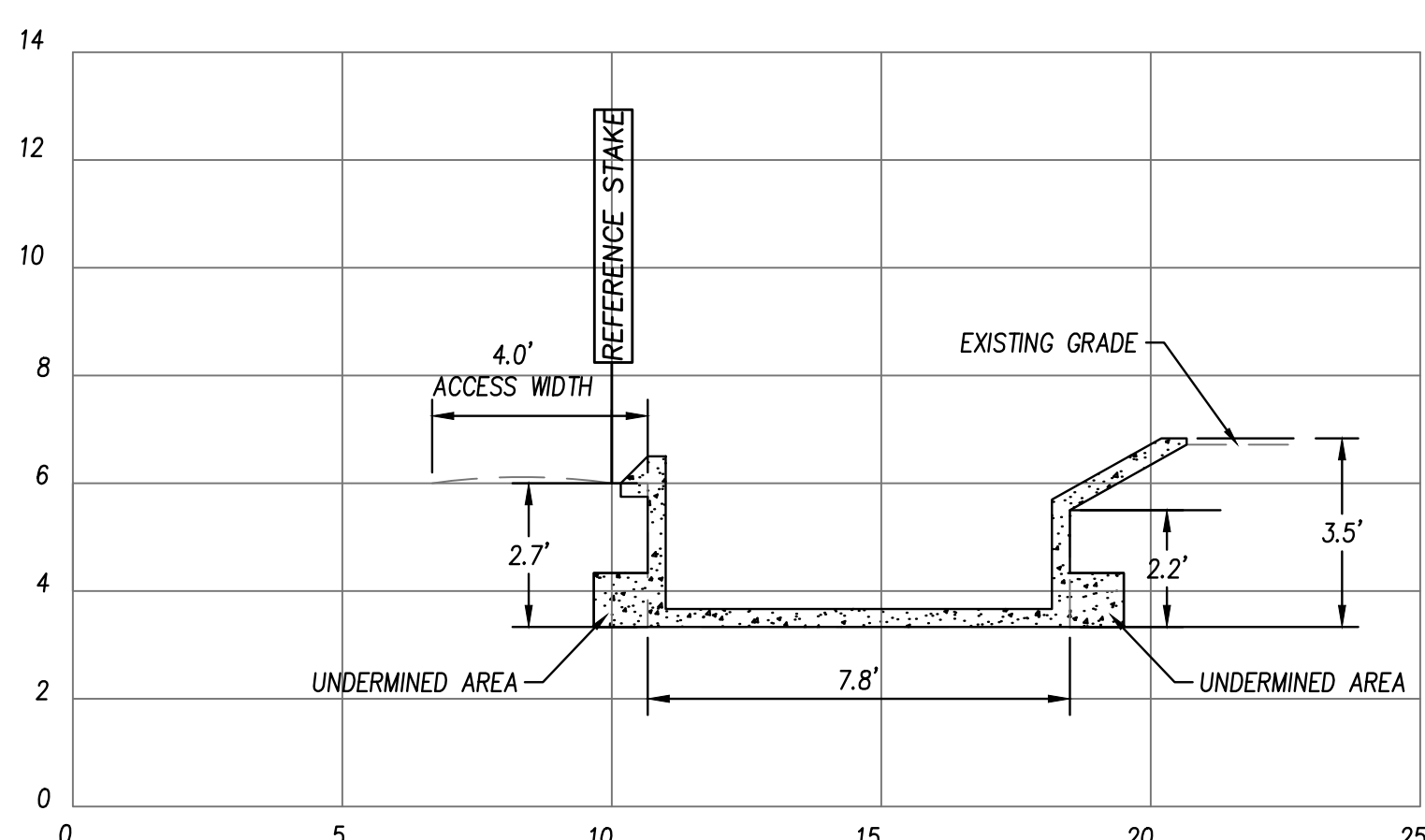
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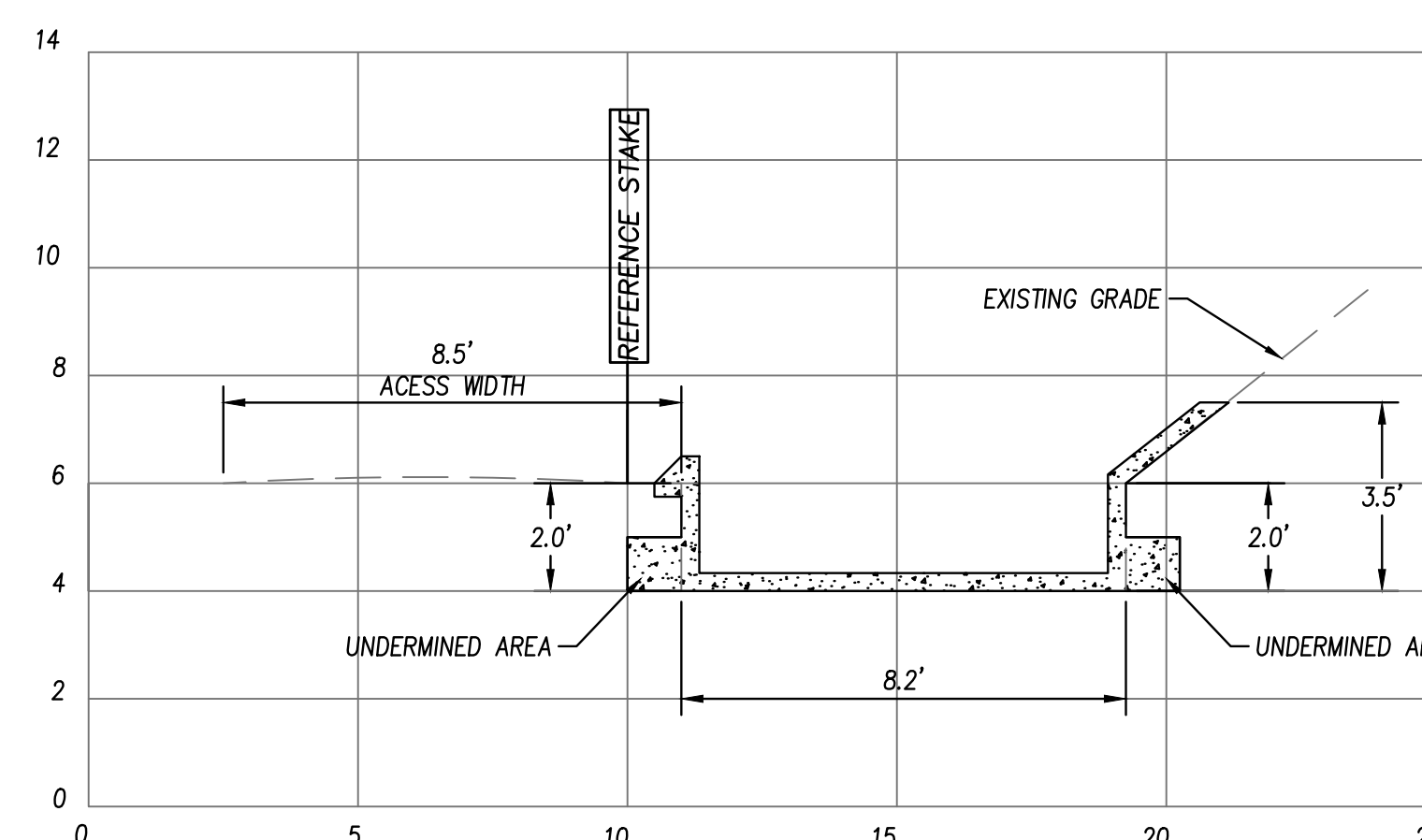
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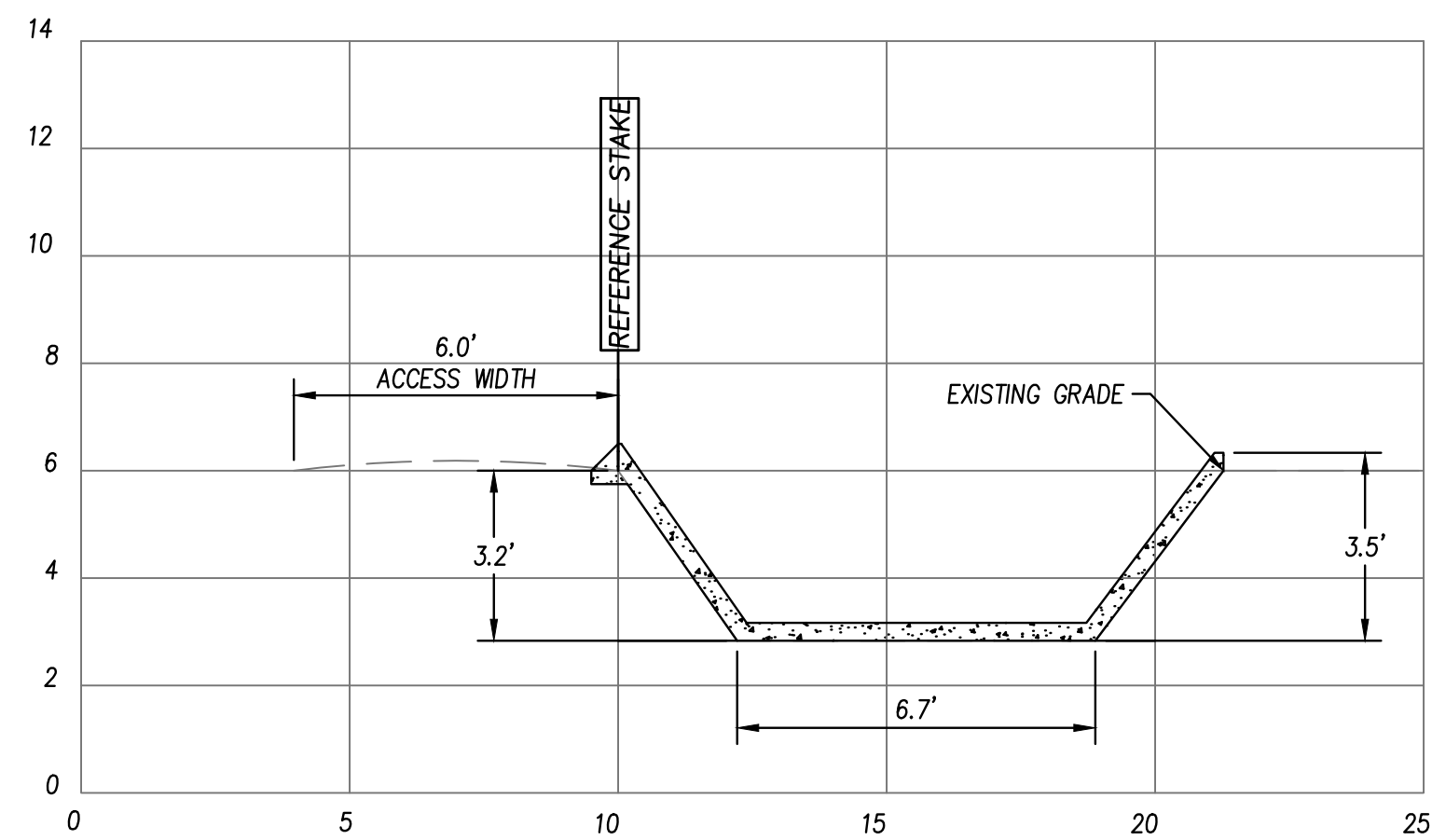
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STATION 28+00



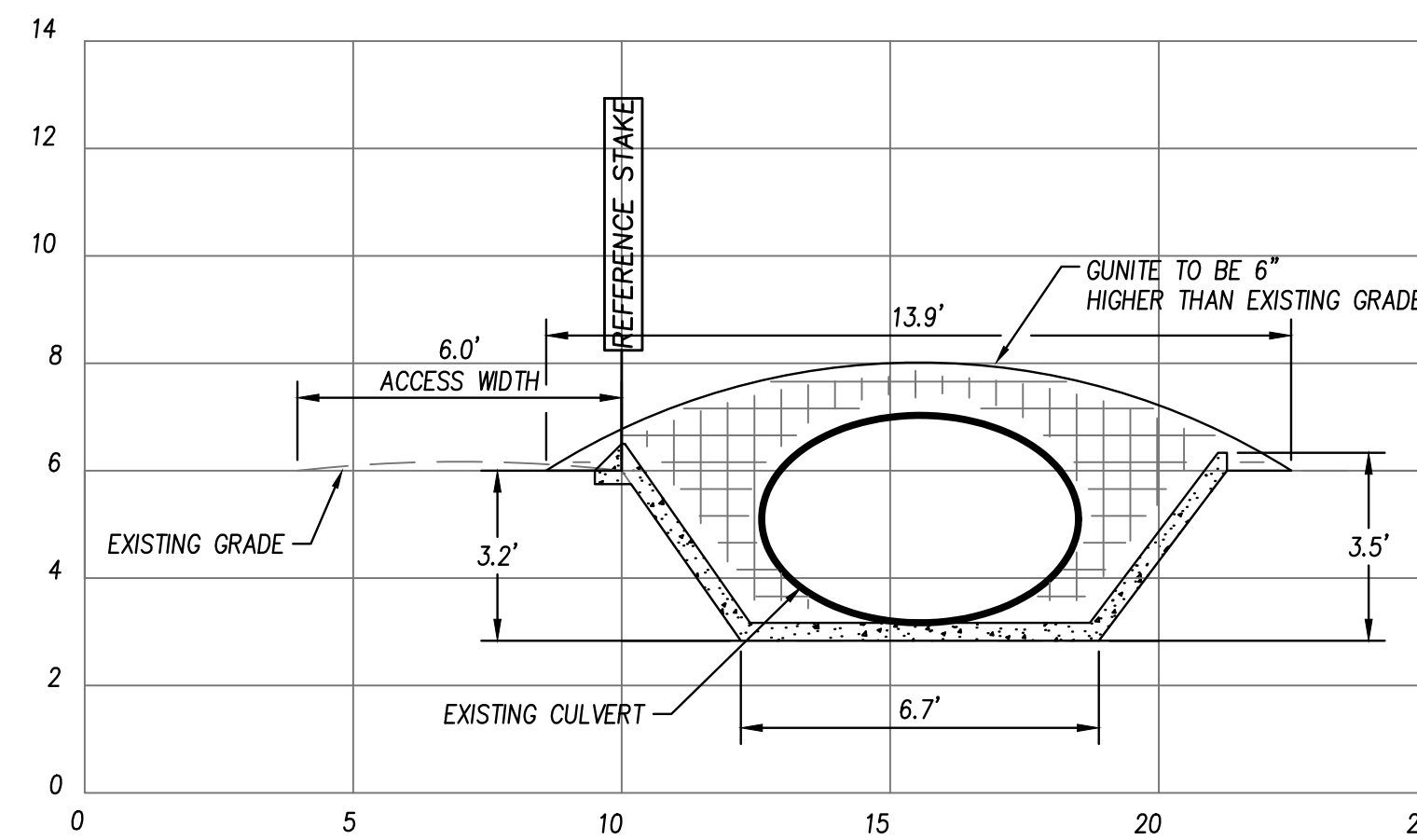
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STATION 29+00



"SD" LINE
STATION 30+00



"SD" LINE
STATION 30+28



"SD" LINE
STATION 30+28
END GUNITE AT EXISTING CULVERT FACE
PER DETAIL C, SHEET C-5

APPROXIMATE GUNITE QUANTITIES
SHEET C-3 : 161 CY
TOTAL WORK SECTION #2 : 161 CY

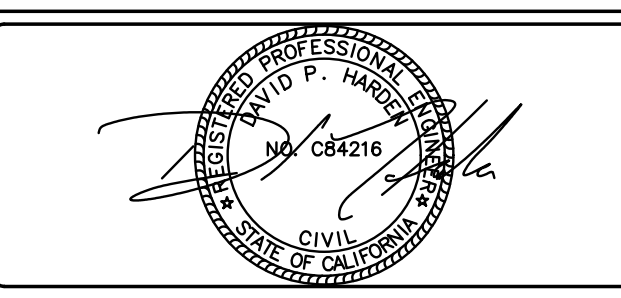
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NO.	REVISIONS	BY	DATE

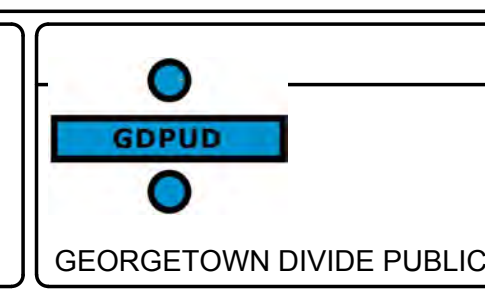
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DESIGN BY: D. HARDEN
 DRAWN BY: C. SAHAGUN
 CHECKED BY: G. RODELL
 SCALE: 1" = 40'
 DATE: 6/24/2019
 PROJ. NO.: 18112

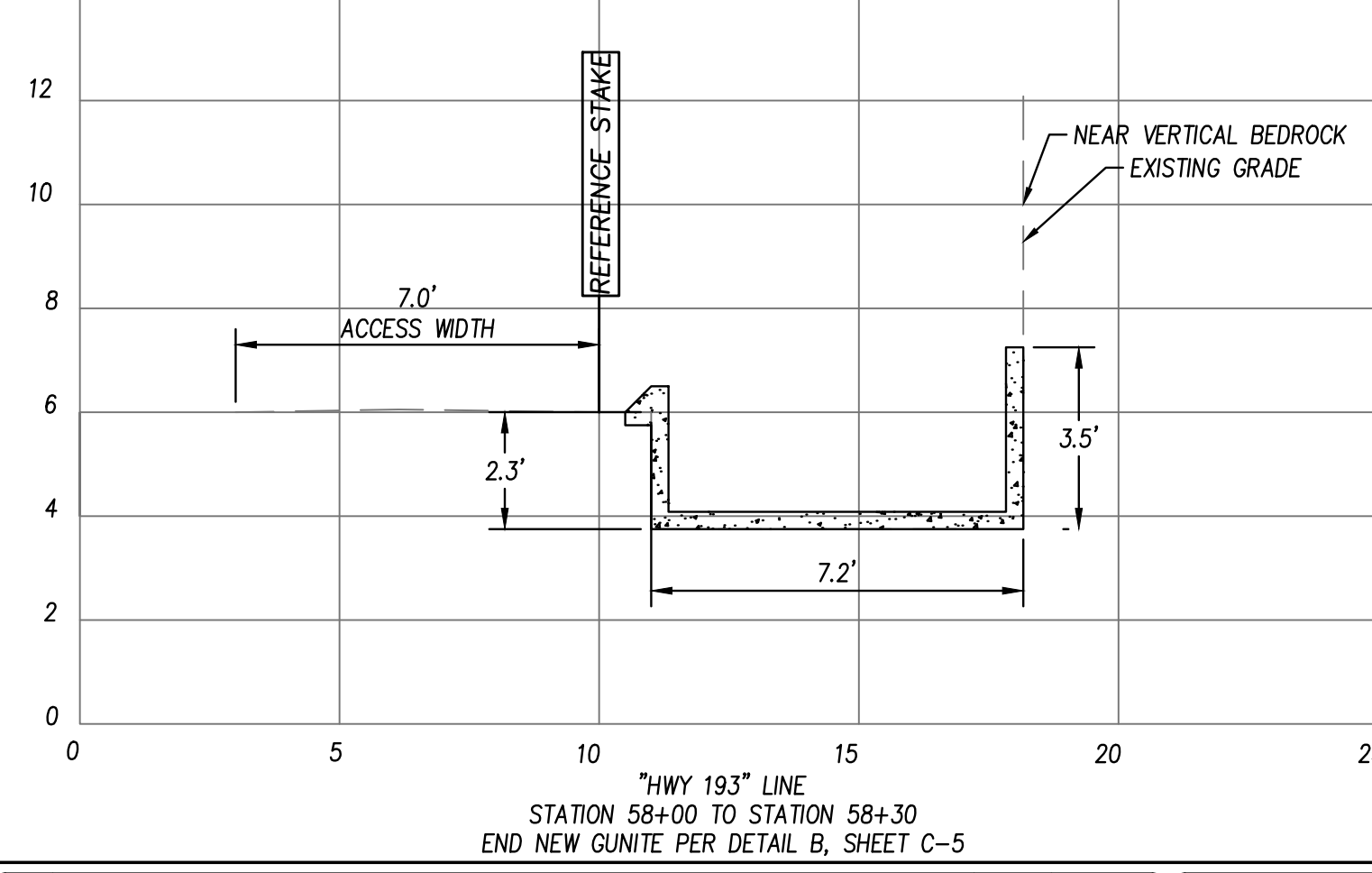
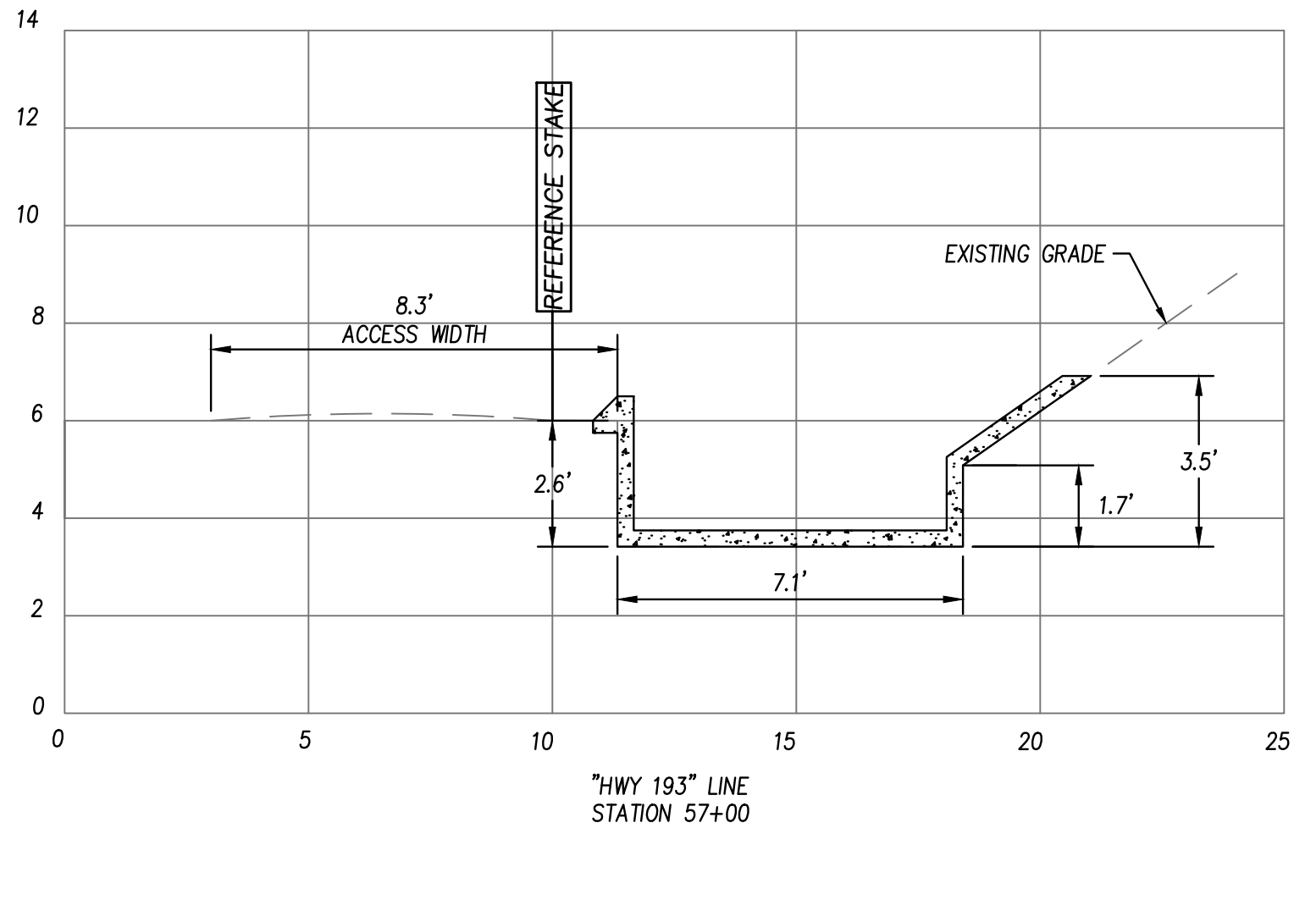
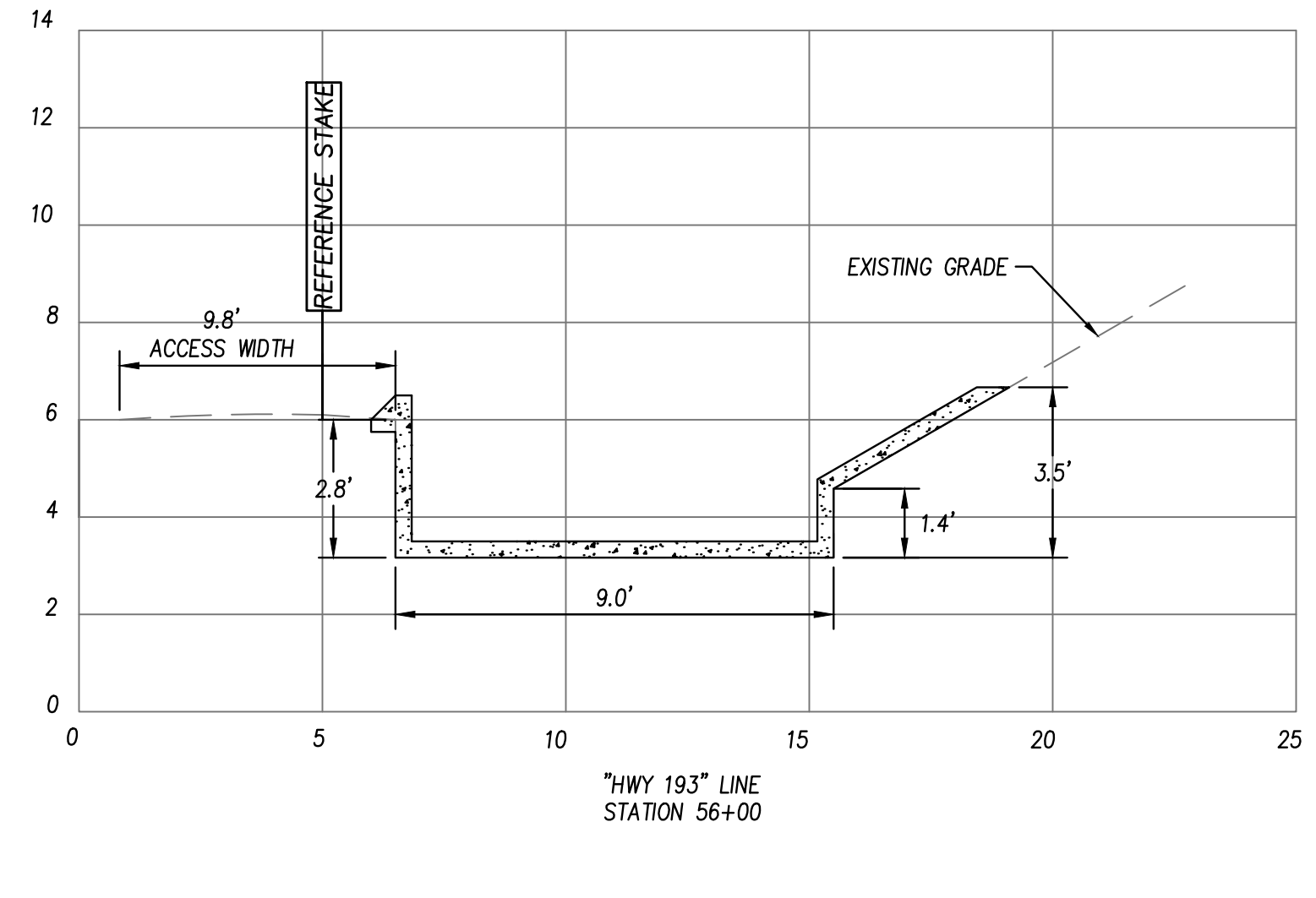
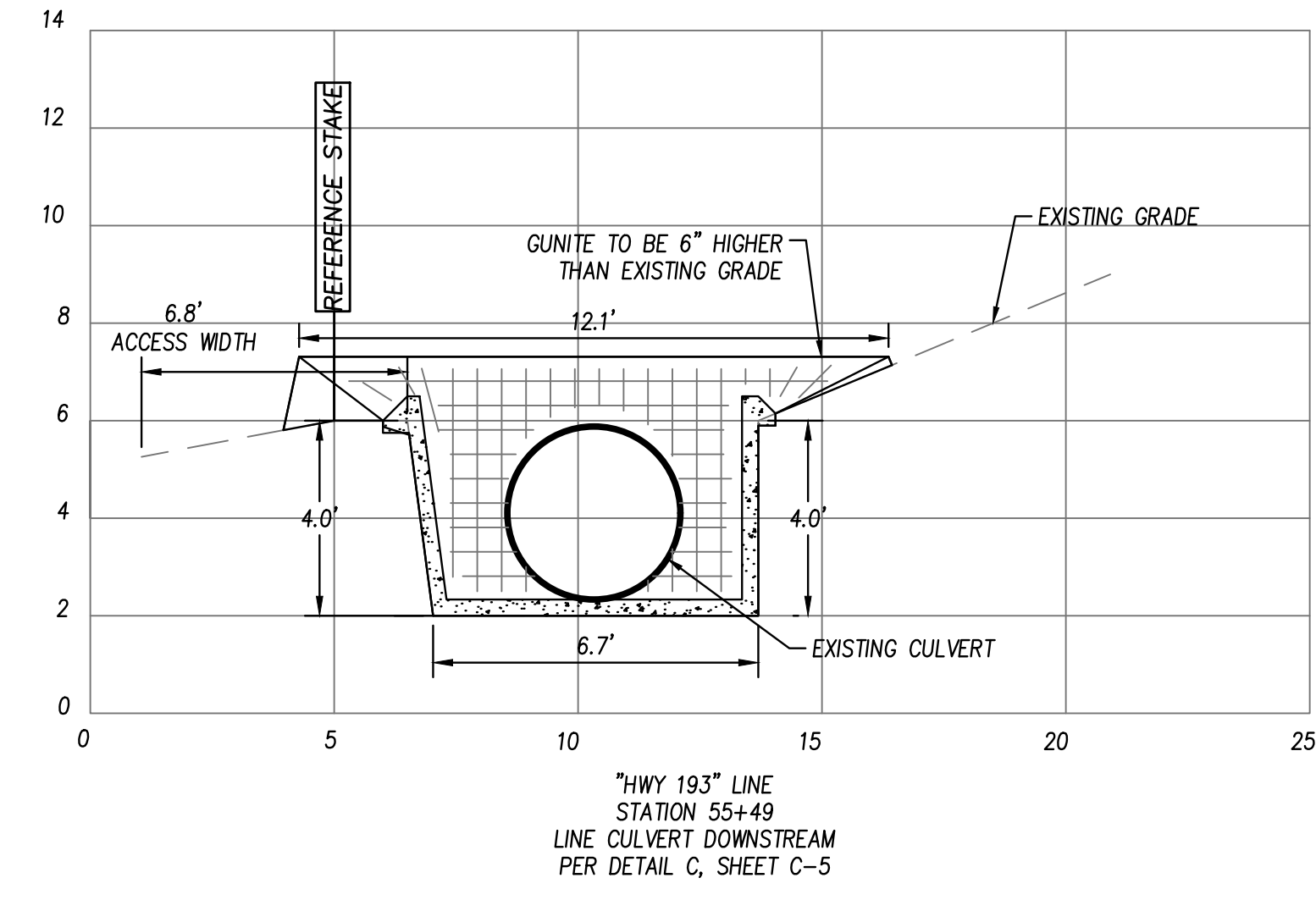
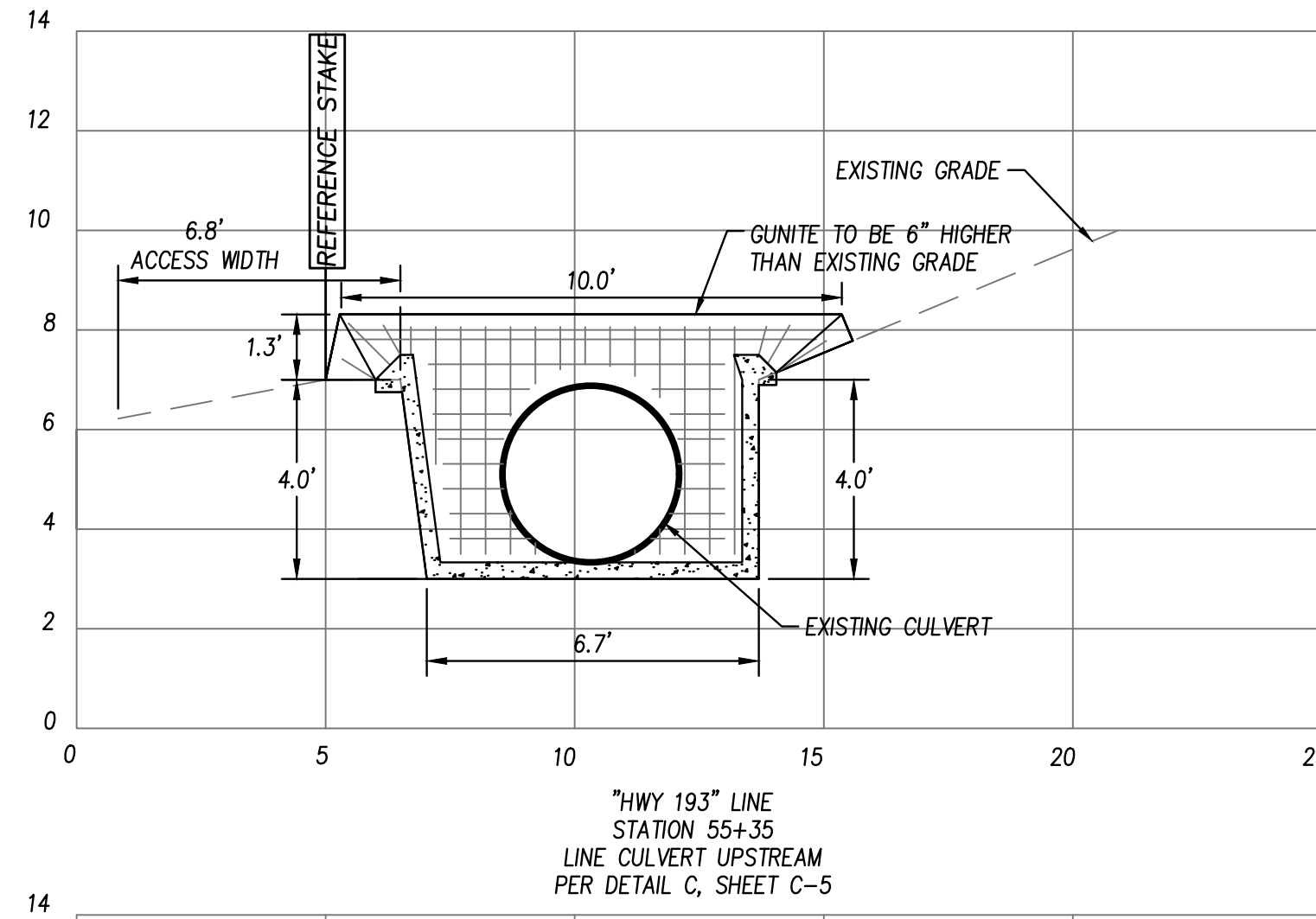
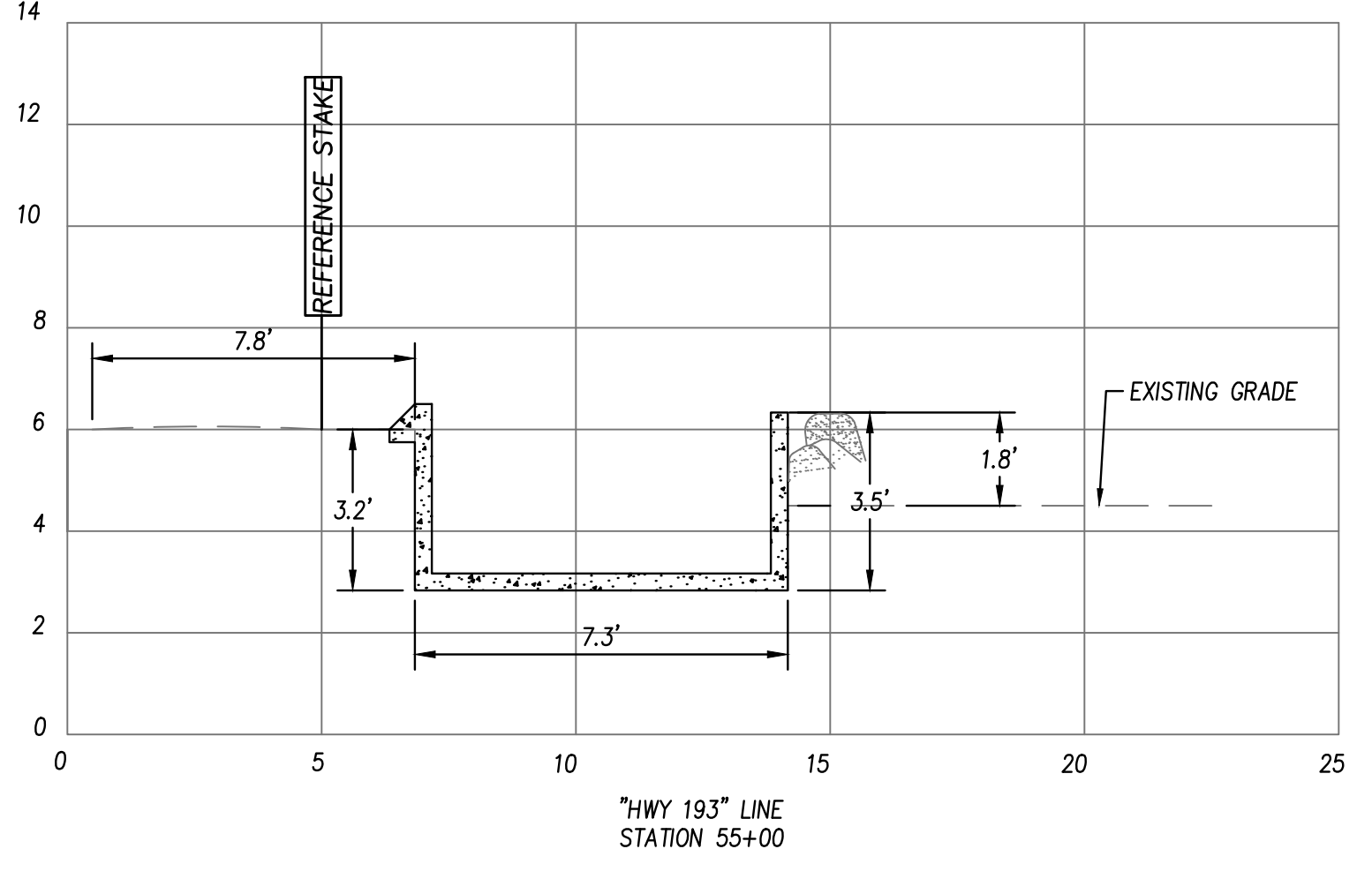
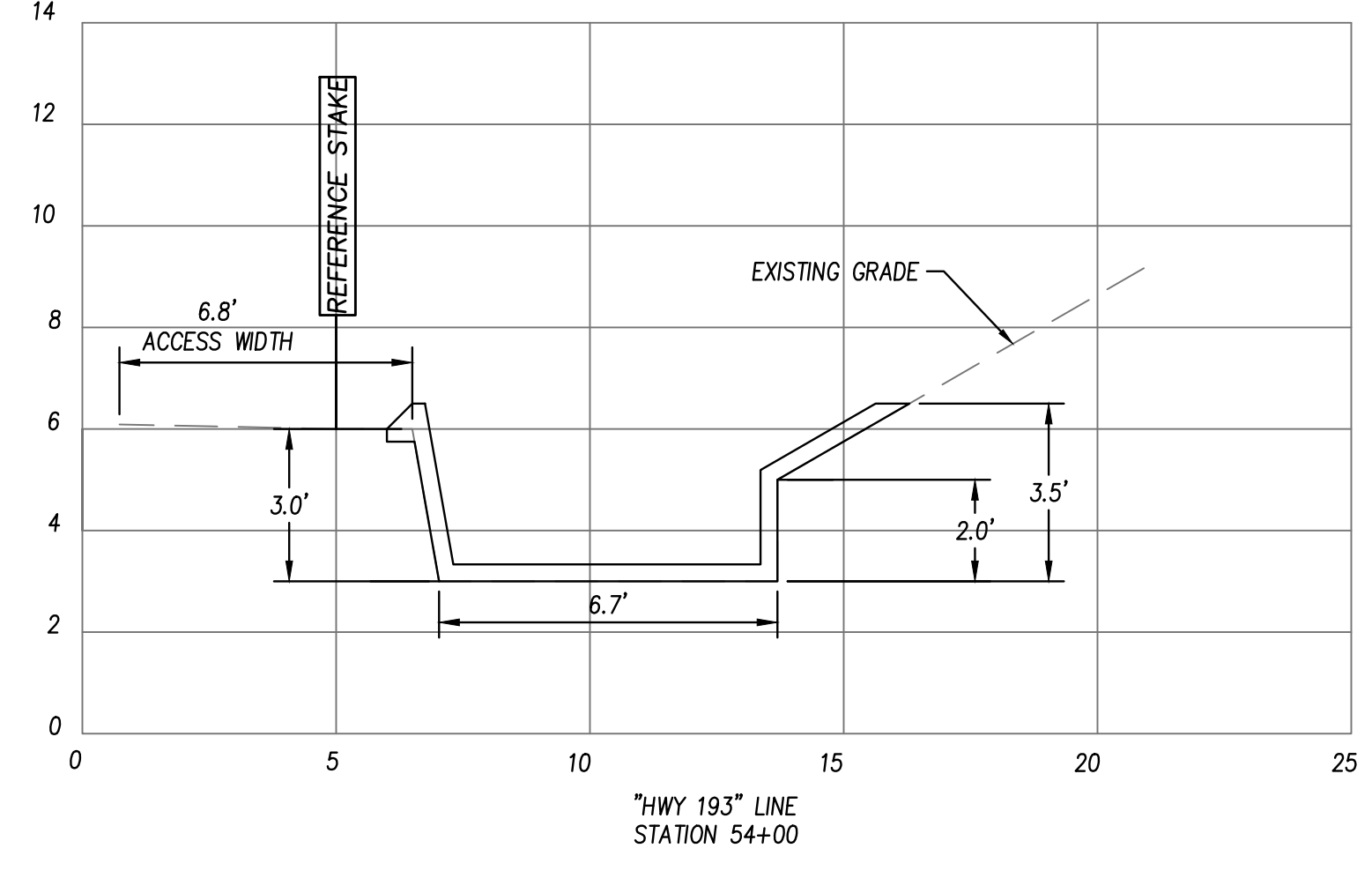
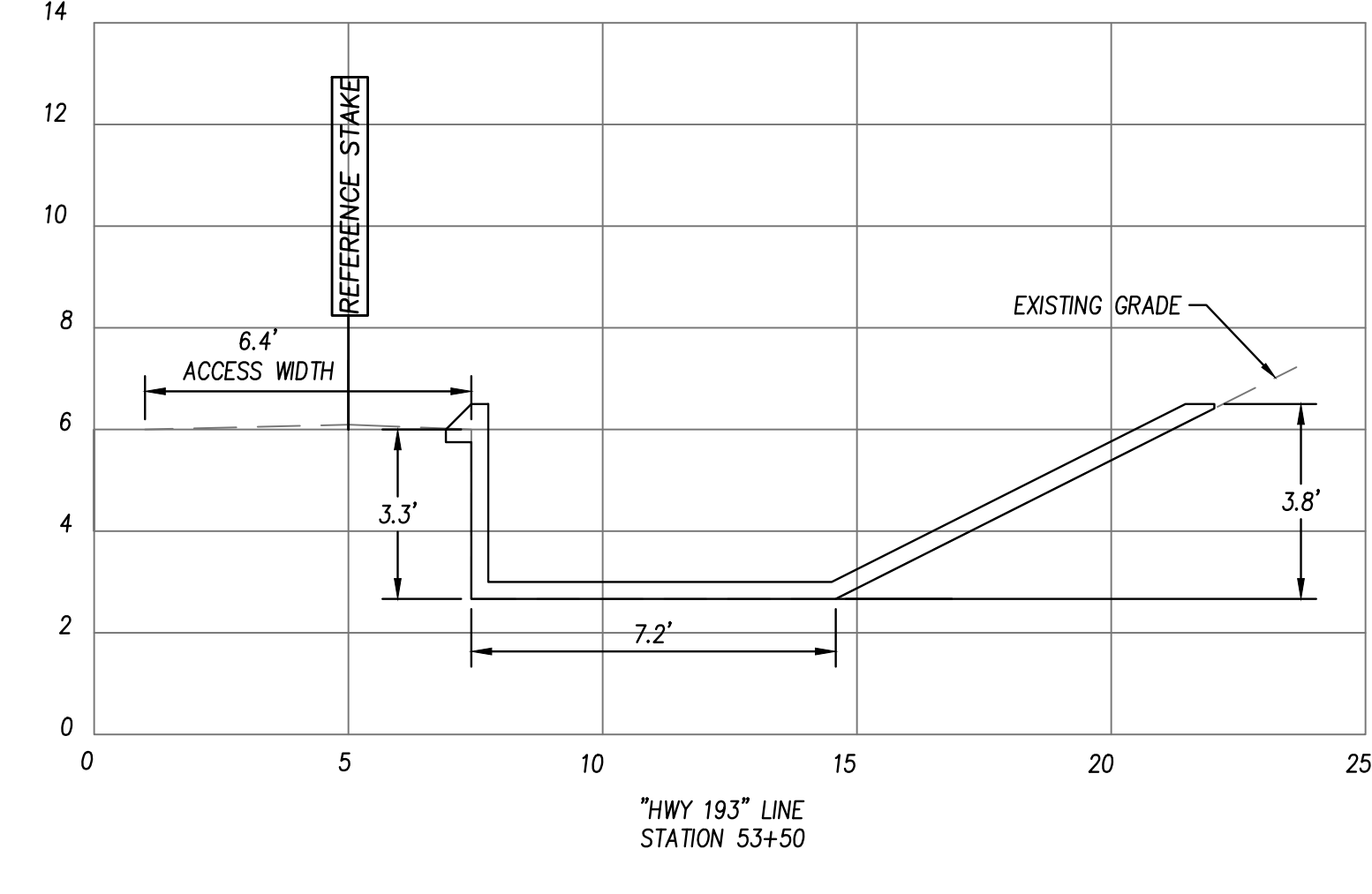
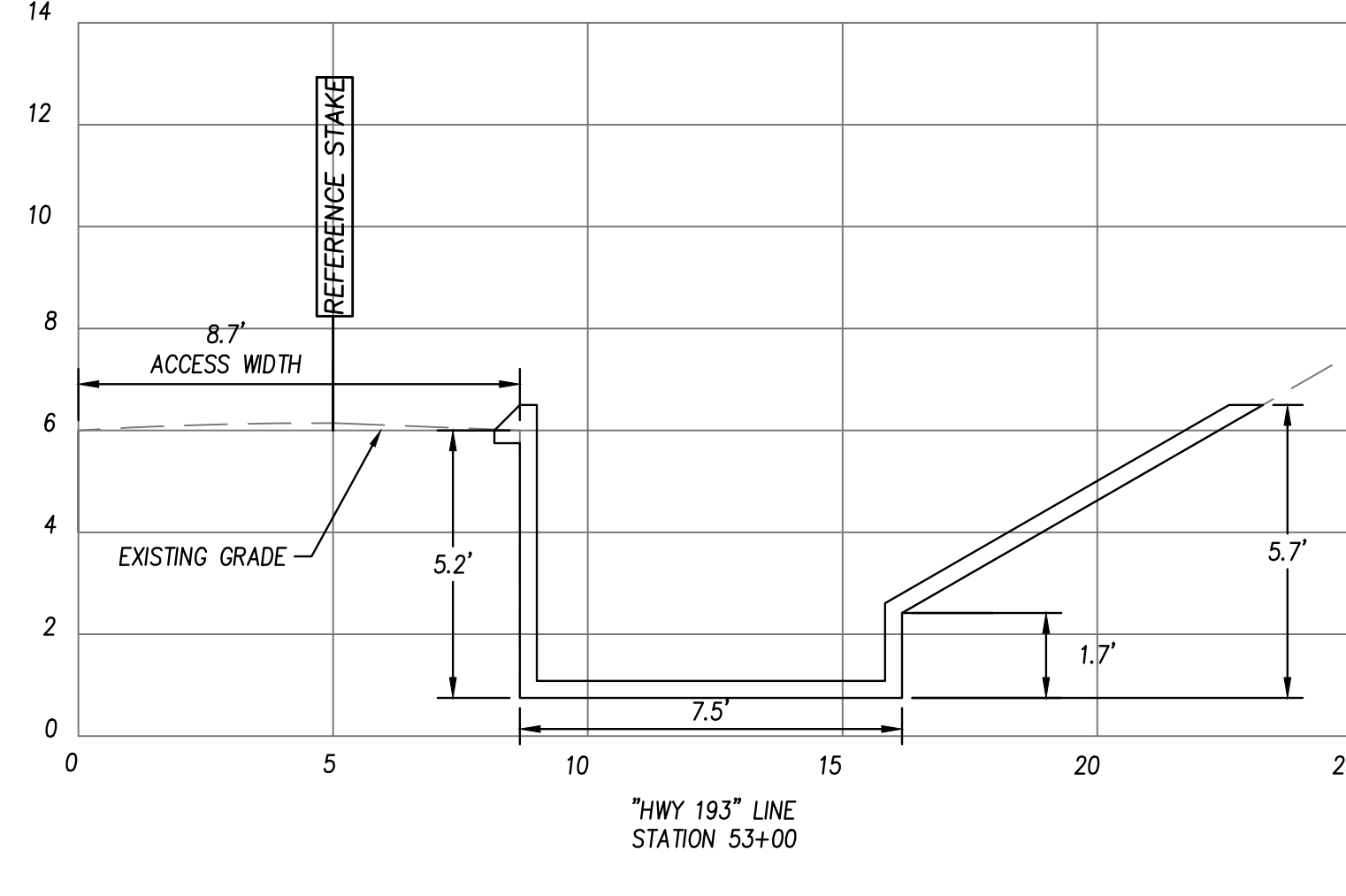
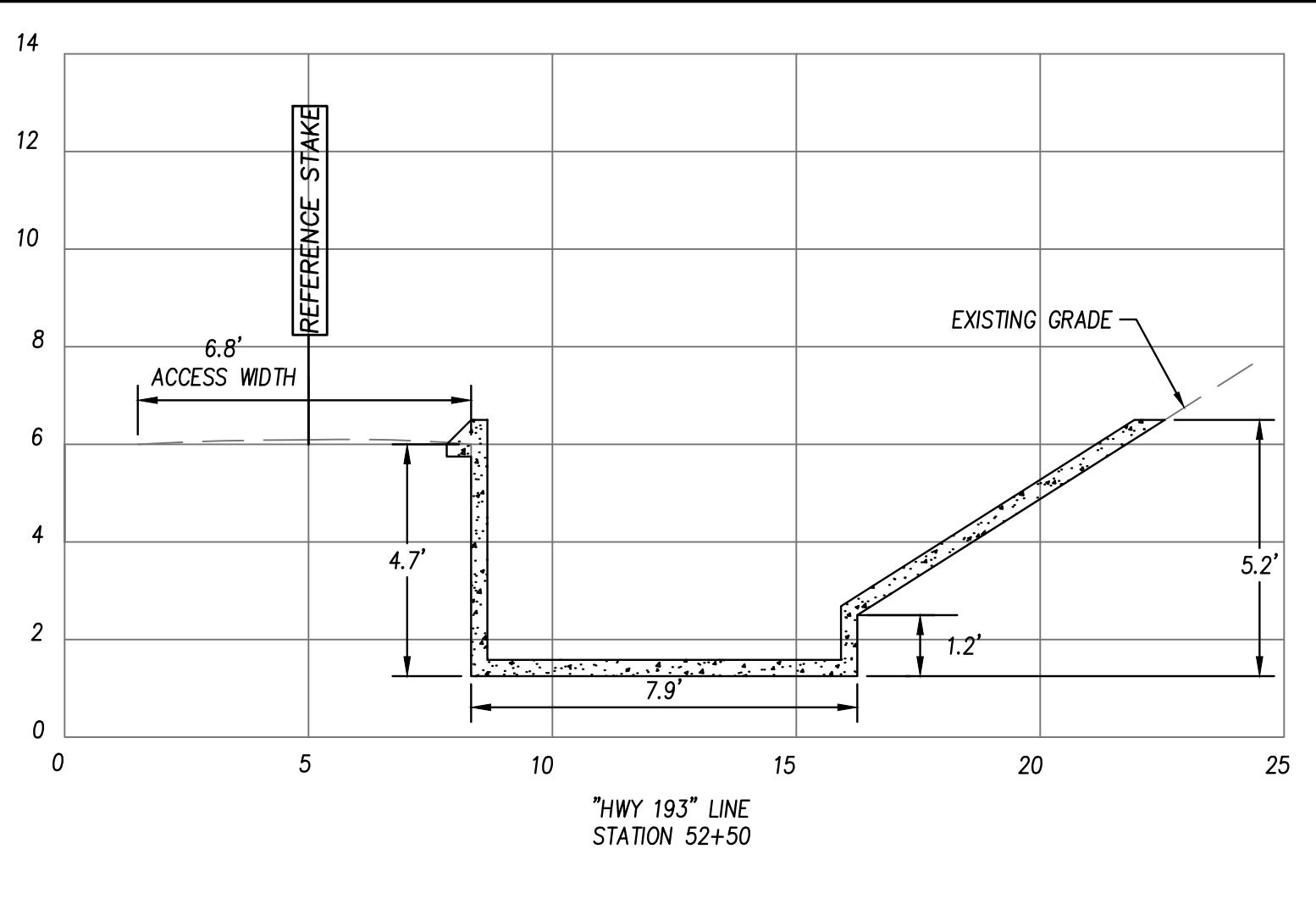
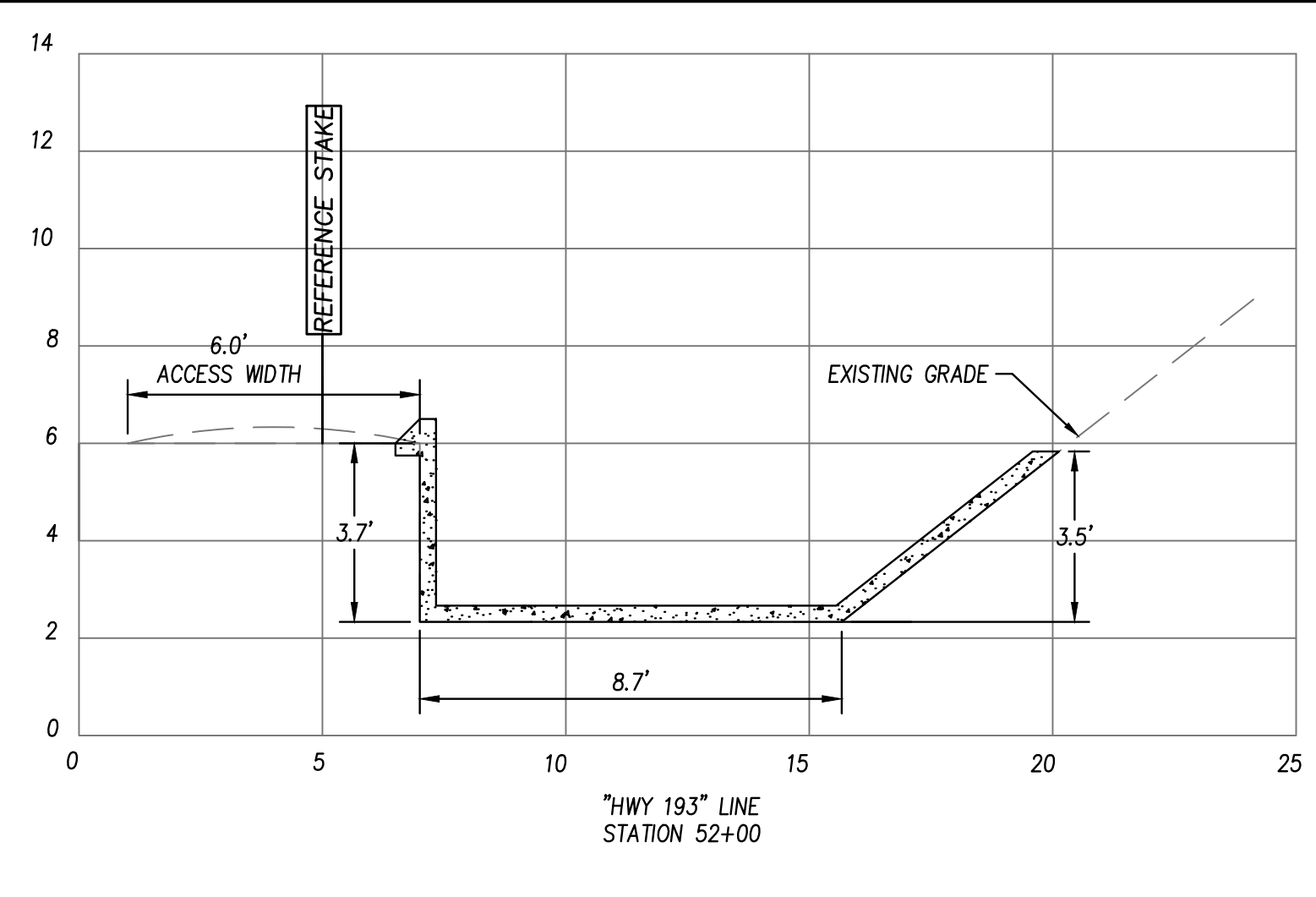
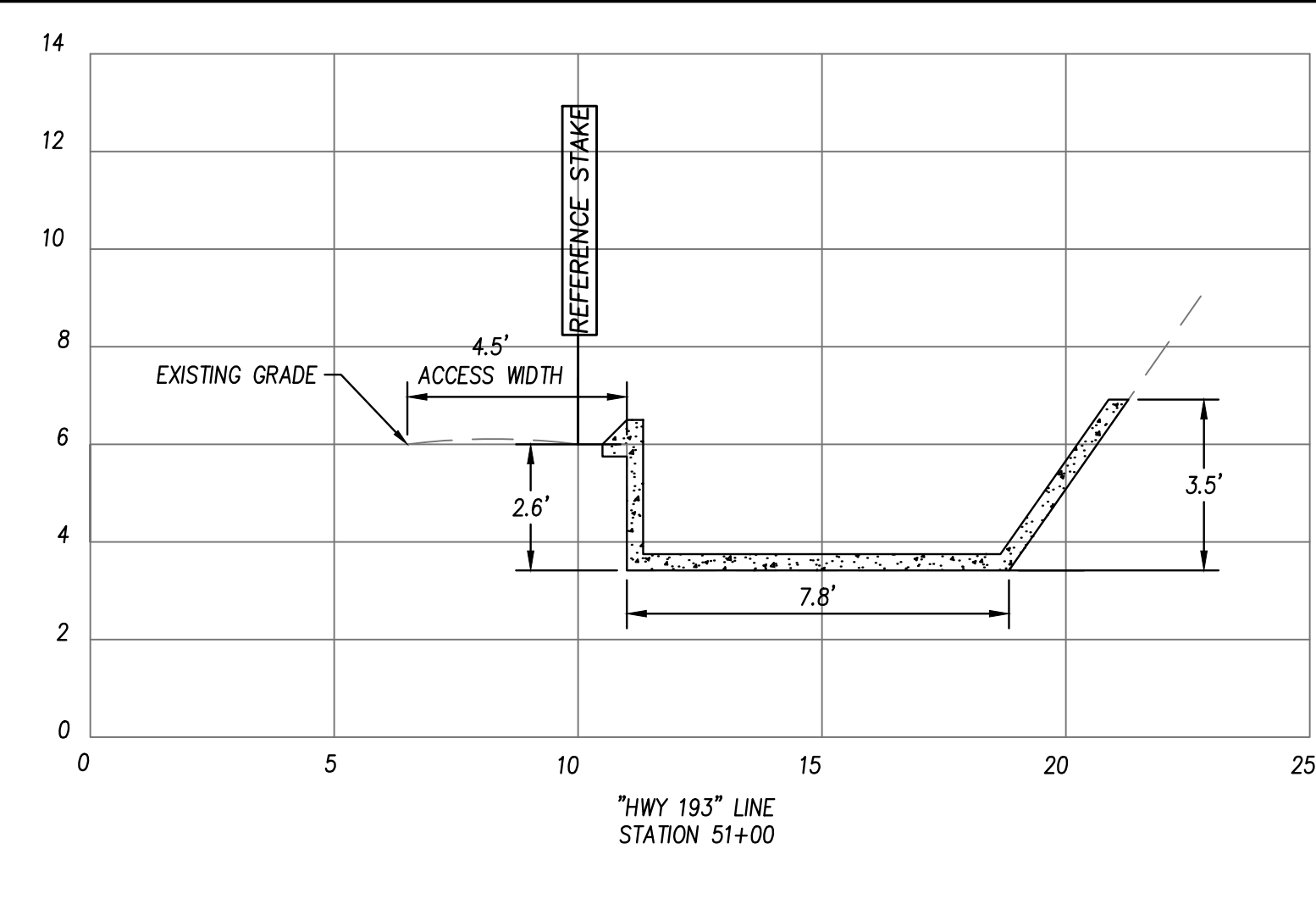
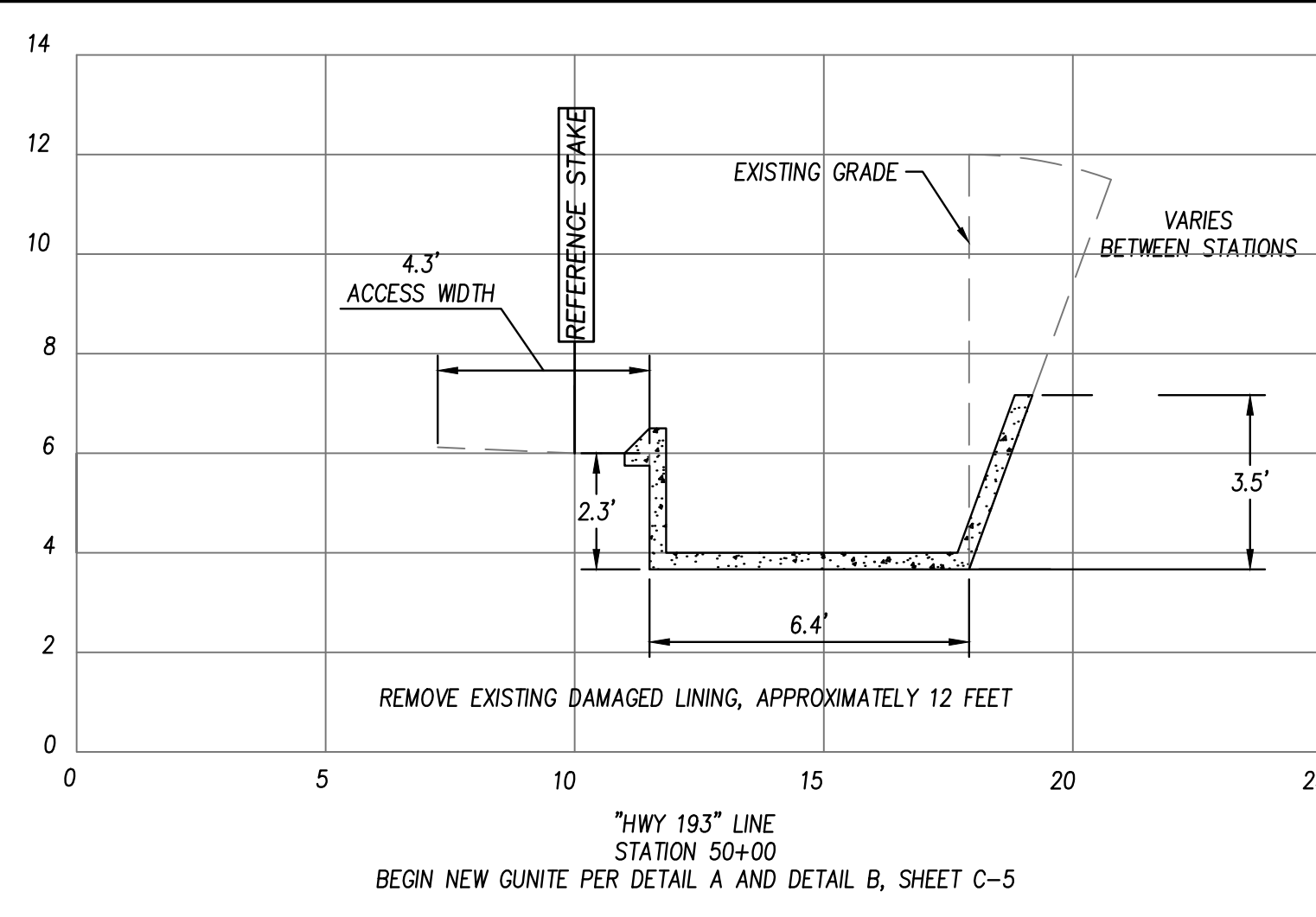
VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



BEN EN
 TRUSTED ENGINEERING ADVISORS
 Bennett Engineering Services
 1082 Sunrise Avenue, Suite 100
 Roseville, California 95661
 T 916.783.4100
 F 916.783.4110



GDPUD CANAL PROJECT
 PROJECT WORK SECTION #2 CROSS SECTIONS
 CALIFORNIA



APPROXIMATE GUNITE QUANTITIES
SHEET C-4 : 176 CY
TOTAL WORK SECTION #3 : 176 CY

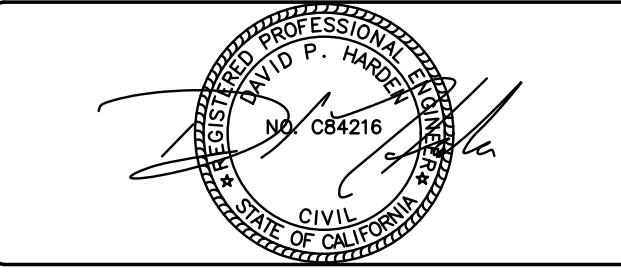
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 179 of 351

NO.	REVISIONS	BY	DATE

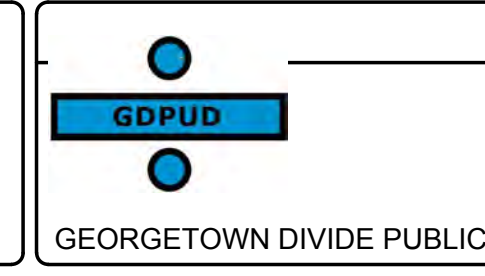
BENCH MARK ELEV. : XX DATUM : XX
 DESCRIPTION :
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DESIGN BY : D. HARDEN
 DRAWN BY : C. SAHAGUN
 CHECKED BY : G. RODELL
 SCALE : 1" = 40'
 DATE : 6/24/2019
 PROJ. NO. : 18112

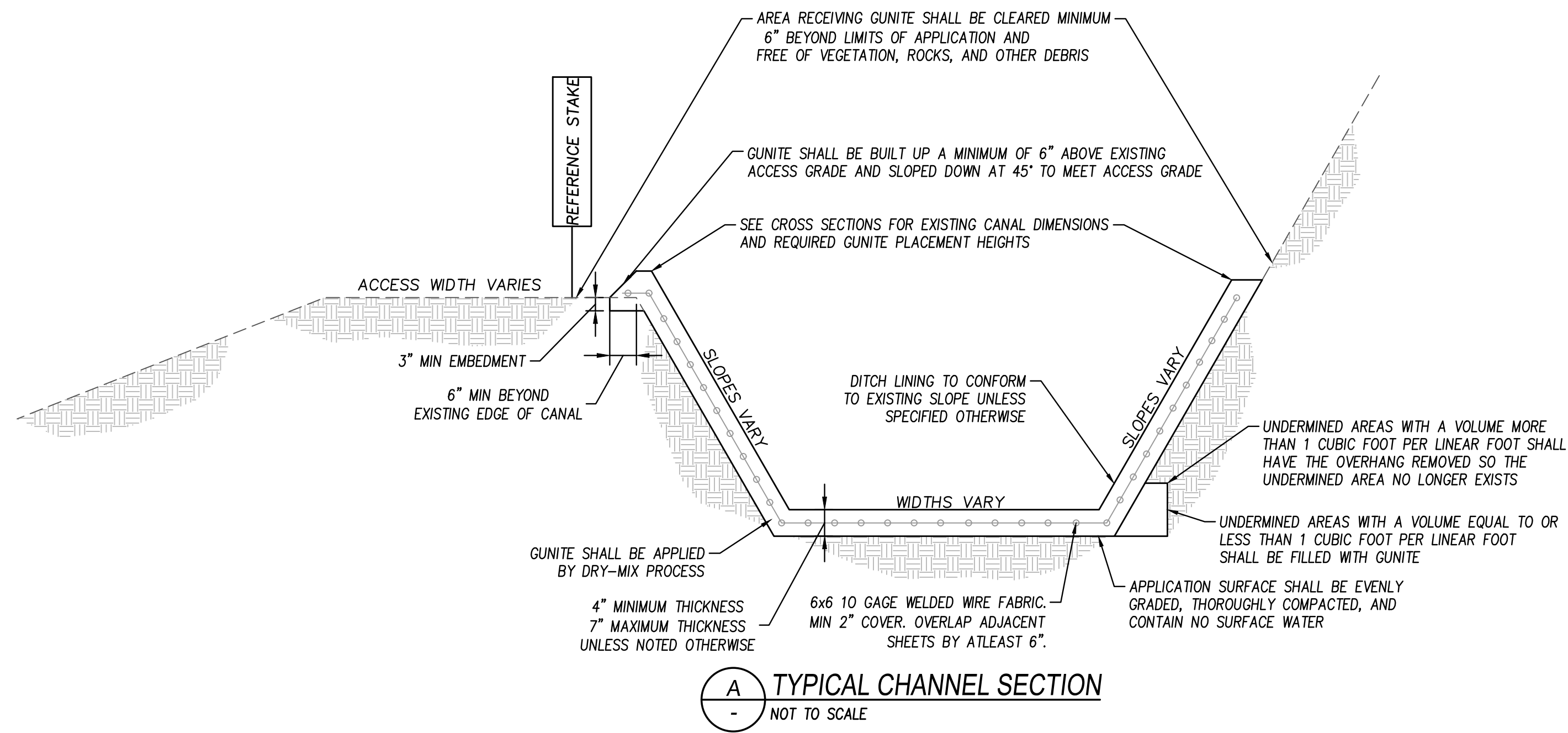
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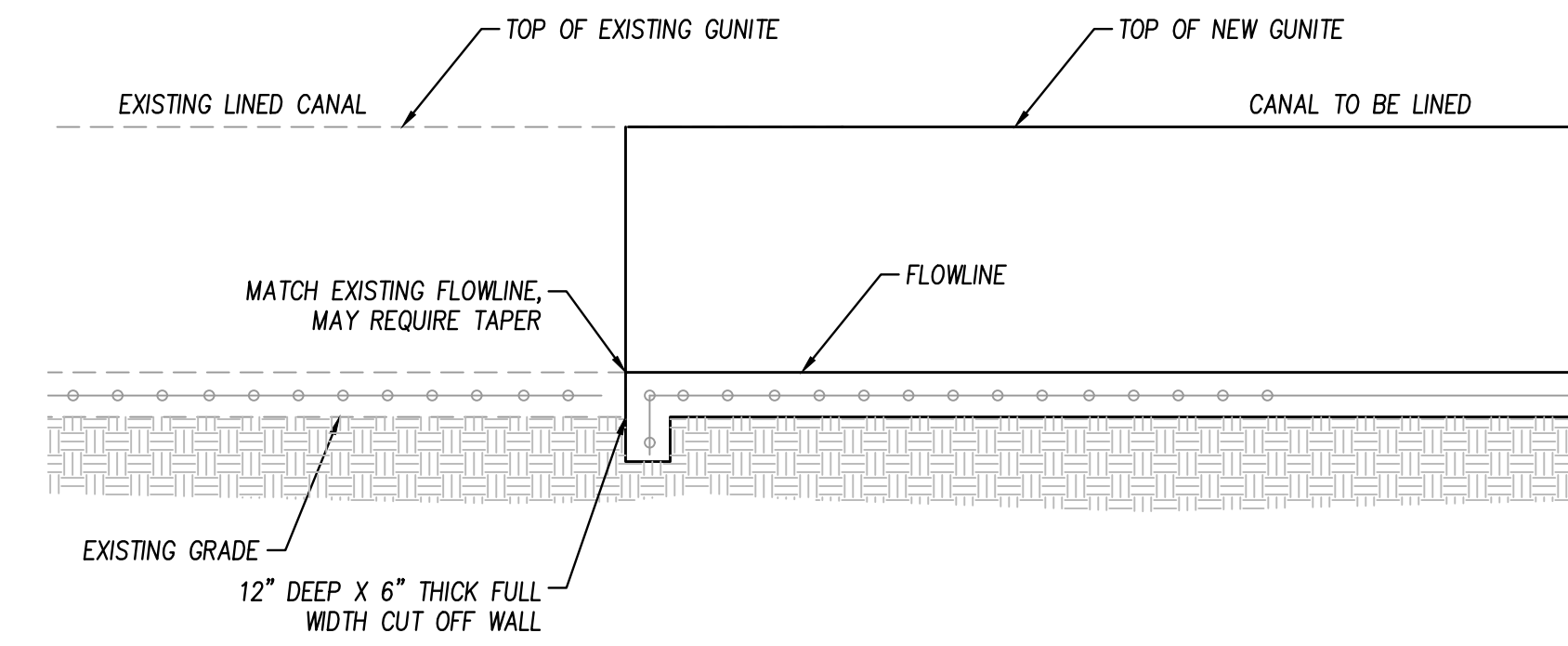
BEN EN
 TRUSTED ENGINEERING ADVISORS
 Bennett Engineering Services
 1082 Sunrise Avenue, Suite 100
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 T 916.783.4100
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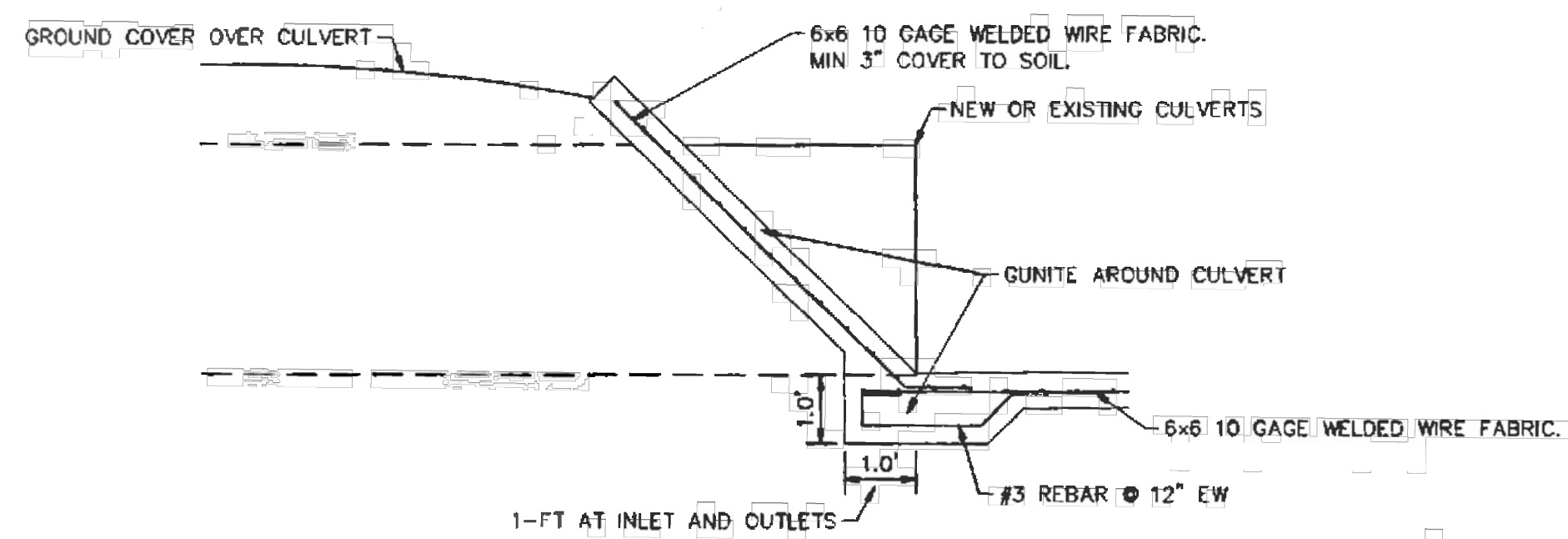
GDPUD CANAL PROJECT
 PROJECT WORK SECTION #3 CROSS SECTIONS
 CALIFORNIA



A TYPICAL CHANNEL SECTION
NOT TO SCALE



B TYPICAL TIE IN OR END OF SECTION DETAIL
NOT TO SCALE



C TYPICAL CHANNEL SECTION
NOT TO SCALE

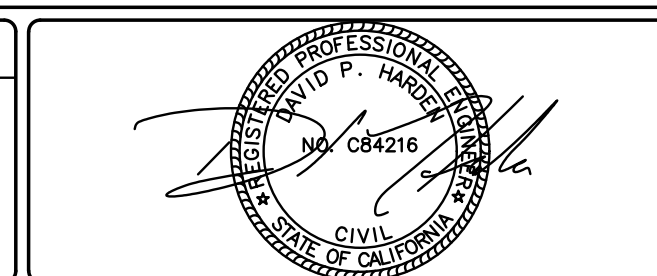
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NO.	REVISIONS	BY	DATE

BENCH MARK ELEV. : XX	DATUM : XX
DESCRIPTION :	
X	
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X	

DESIGN BY :	D. HARDEN
DRAWN BY :	C. SAHAGUN
CHECKED BY :	G. RODELL
SCALE :	SEE SHEET
DATE :	6/24/2019
PROJ NO. :	18112

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
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 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



Bennett Engineering Services
 1082 Sunrise Avenue, Suite 100
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 T 916.783.4100
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GDPUD CANAL PROJECT

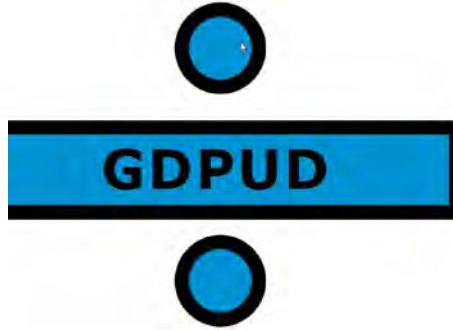
GDPUD

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT

CALIFORNIA

DETAILS

EXHIBIT A – REQUEST FOR BID



Georgetown Divide Public Utility District

REQUEST FOR BIDS

2018 Main Canal Reliability Project

Bid Release Date:
August 14, 2019

Bids Due Date:
September 17, 2019

Bids shall be submitted by mail or delivered to:

Georgetown Divide Public Utility District
Attn: Steven Palmer
6425 Main Street
P.O. 4240
Georgetown, CA 95634

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ATTACHMENT 1 – SAMPLE AGREEMENT FOR CONTRACT SERVICES

*****ITEMS IN BOLD ABOVE MUST BE SUBMITTED WITH THE BID PROPOSAL*****

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NOTICE TO CONTRACTORS

REQUEST FOR BIDS

2018 Main Canal Reliability Project

NOTICE IS HEREBY GIVEN that the Georgetown Divide Public Utility District (“District”) will be accepting bids to gunite line various sections of the raw water ditch system that delivers water to both the raw water customers and the Auburn Lake Trails Water Treatment Plant.

Bids are due no later than **September 17, 2019, at 2:00 PM** (Local Time), and may be mailed to the District Office or hand delivered at 6425 Main Street, Georgetown, CA 95634. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “**BID ENCLOSED.**” When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid.

This is a formal bid; therefore, bids will be opened and read aloud publicly on the bidding deadline.

General Work Description:

The project will generally consist of, but not limited to, the gunite lining of approximately 3,055 linear feet of an existing raw water ditch system that delivers water to both the raw water customers and the Auburn Lake Trails Water Treatment Plant. In addition to the lining, the work will require preparation and/or minor re-grading or shaping of ditch sections. The project is located in northwestern El Dorado County, within the community of Georgetown.

Attention is directed to work limitations within specific sections of the ditch system. **All work activities, including equipment and manpower access, are limited to the top of cut and toe of fill of the ditch sections. All work activities, relating to ditch lining, shall only occur when that section of the ditch is out of service and/or not flowing water. There will be no interruptions in the flow of water, in any of the ditch sections from April 22 through September 30 (inclusive) to accommodate the Irrigation Season.** Other work limitations are described in the project Specifications.

The Engineer’s Estimate of Project Cost (All Sections): \$421,000.

A mandatory Pre-Bid conference will be held on **September 5, 2019 at 12:00 PM** (Local Time) at the District Office, located at 6425 Main Street, Georgetown, CA.

Bids are required for the entire work described herein. Prospective bidders shall be licensed in the State of California and shall be skilled in the general class or type of work called for under the Contract. Each Bidder shall possess a “Class A” Contractors License, issued by the State of California, at the time of award.

The Contract Documents, including the Project Specifications, may be examined and acquired online at the District website, www.gd-pud.org/Bids-Proposals.

Each bid must be submitted on the prescribed forms. A bid security shall be provided with each bid. Bid security shall be in the amount of ten percent (10%) of the bid amount. The bid security shall be cash, a certified check or cashier’s check drawn to the order of the Georgetown Divide Public Utility

District or a Bidder's Bond executed by a surety satisfactory to the Georgetown Divide Public Utility District. Bidders are solely responsible for all costs associated with the preparation of their bids.

This work is subject to the provisions of the California Labor Code, pursuant to Section 1773, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>. Bids may be held by the Georgetown Divide Public Utility District for a period not to exceed sixty (60) calendar days from the date of opening bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding the contract. Georgetown Divide Public Utility District reserves the right to reject any or all bids or to waive any informalities in the bidding.

Questions concerning the project should be directed to Steven Palmer, General Manager, by sending an email to spalmer@gd-pud.org.

DATED: August 14, 2019

Georgetown Divide Public Utility District

BY: _____
Steven Palmer PE, General Manager

GENERAL DESCRIPTION OF WORK

The Contractor shall provide all labor, materials, equipment and incidentals required to prepare and gunite line, , of approximately 3,200 linear feet of an existing raw water ditch system that delivers water to both the raw water customers and the Auburn Lake Trails Water Treatment Plant.

SPECIAL NOTICE

This project includes, but is not limited to, the following special requirements:

- Bidder inquiries shall be directed to Steven Palmer, General Manager, for the Georgetown Divide Public Utility District.
- Potential bidders are encouraged to review the insurance and bonding requirements included in the bid documents, including the General Provisions, with their insurance agent/broker prior to submitting a bid.
- **There shall be no work, requiring the interruption to the flow of water, in the ditches from April 22 through September 30 (inclusive).**
- **All work shall be completed on or before April 1, 2020.**

QUALIFICATION OF BIDDERS

It is the intention of the District to award a contract only to the bidder who furnishes satisfactory evidence that they have the required qualifications and ability and that they have sufficient resources to complete the work satisfactorily, and within the time identified in the Contract Documents.

To demonstrate Bidder's Qualifications to perform the work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present comments, and such other data as may be called for by the District.

The District may make such investigations as it deems necessary to determine the qualifications and ability of the bidder to perform the work, and the Bidder shall furnish to District all the information and data for this purpose as the District may request. The District reserves the right to reject any Bid if evidence submitted by, or investigation of such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional Bids will not be accepted.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a current "Class A" Contractors License as issued by the State of California.

INTERPRETATIONS AND ADDENDA

All questions regarding the meaning or intent of the Bidding Documents are to be submitted to Steven Palmer, Project Manager, in writing. Interpretations or clarifications considered necessary by the General Manager, in response to such questions, will be issued by Addenda mailed or delivered to all parties recorded by District as having received the Bidding Documents. An Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the District. Questions received less than five days prior to the date for opening of Bids may not be answered.

Only questions answered by Addenda will be binding. Oral or other interpretations of clarifications will be without legal effect.

AWARD OF CONTRACT

The District may award, after review and investigation if the bid proposal and contractor qualifications, the contract to the lowest bid that is responsive and responsible.

WAGE RATES

Pursuant to Section 1770 to 1780 inclusive, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The successful bidder shall post a copy of such determination at each job site. All subcontractors employed by the contractor shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the State Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) and must make certified copies of payroll records available for inspection by the District, a requesting employee, or the Division of Labor Standards Enforcement of the Department of Industrial Relations.

BID PROPOSAL

2018 Main Canal Reliability Project

NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NO. _____ FAX NO. _____

CONTRACTOR LICENSE TYPE & NO.: _____

The work for which this proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the prevailing wage rates), the Specifications, the project plans, if any, described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Georgetown Divide Public Utility District specifications.

The **Special Provisions** for the Work to be done are dated **August 14, 2019** and are entitled:

2018 Main Canal Reliability Project

Bids are to be submitted for the entire work. The District will determine the lowest bid pursuant to Public Contract Code section 20103.8(b). Public Contract Code section 20103.8(b) provides that the lowest bid is the bid on the base contract and the items that the District specifically identifies as included in its determination of the lowest bid. In this case, the District will determine the lowest bid based on the combined total of the base bid, the bid on Alternate 1, and the bid on Alternate 2. Once the District has determined the lowest bidder, it may award a contract for any of the following combinations of work:

- (1) the base bid; or
- (2) the base bid and Alternate Bid # 1; or
- (3) the base bid and Alternate Bid # 2; or
- (4) the base bid and Alternate Bid#1 and Alternate Bid #2; or
- (5) the District may elect not to award the contract.

The Bidder shall set forth, for each unit basis item of work, a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc. or one-tenth, one-hundredth, etc. from the

entered total, the discrepancy will be resolved by mutual resolution between the two parties.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Georgetown Divide Public Utility District, and that discretion will be exercised in the manner deemed by the Georgetown Divide Public Utility District to best protect the public interest in the prompt and economical completion of the work. The decision of the Georgetown Divide Public Utility District respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bond(s) in the sums required by the State Contract Act, with surety satisfactory to the Georgetown Divide Public Utility District, and the insurance certificates within ten (10) days, not including Saturdays, Sundays, and legal holidays, after the Bidder has received notice from the Georgetown Divide Public Utility District that the contract has been awarded, the Georgetown Divide Public Utility District may, at its option, determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the Georgetown Divide Public Utility District.

When submitting its bid, the Bidder shall include security in the form of cash; cashier's check made payable to the District; a certified check made payable to the District or a bidder's bond executed by an admitted surety insurer, made payable to the District. The amount of security shall be 10 percent of the amount bid. Should the Bidder be awarded the contract, but fail to execute the contract, its security shall be forfeited to the District.

The Bidder has familiarized itself with the nature and extents of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the plans therein referred to; and the contractor proposes, and agrees if this proposal is accepted, that they will contract with the Georgetown Divide Public Utility District, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the

work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that the contractor will take in full payment therefor the following prices, to wit:

BID SCHEDULE

Georgetown Divide Public Utility District

2018 Main Canal Reliability Project

Item No.	Description	Unit	Estimated	Bid	Bid
Base Bid					
1	Stormwater Pollution Prevention Plan (SWPPP)	LS	1		
2	Mobilization, Insurance & Bonds (Not to Exceed 3 Percent of Total Bid)	LS	1		
3	Gunite Upper Section – Section 1 “SD” Line: 0+00-4+64 , 7+45-15+50 and 17+00-20+85	CY	522		
4	Service Line Replacement	EA	2		
Total Base Bid Price				_____	
Alternate Bid #1					
5	Gunite Mid-Section – Section 2 “SD” Line : 23+45-30+28	CY	219		
Total Alternate #1 Bid Price				_____	
Alternate Bid #2					
6	Gunite Hwy 193 Section – Section 3 “HWY 193” Line: 32+00- 40+30	CY	245		
Total Alternate #2 Bid Price				_____	

Total Bid Price _____

Total Bid Price in Words

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Experience Qualifications

Number of years Bidder has been in the contracting business, under the present business name:
 _____ Years

Experience in work, of a nature similar to that covered in the bid extends, over a period of _____
 years.

Has the Bidder ever failed to satisfactorily complete a contract awarded to it. Yes _____ No _____

If yes, please explain:

List of Previous Contracts Completed by Contractor

	DATE	NAME OF PROJECT	CONTRACT AMOUNT	OWNER	PHONE #
1.					
2.					
3.					
4.					
5.					

Please attach separate sheet, if needed.

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ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addenda, which are attached to the proposal:

Addenda No.	Date:
Addenda No.	Date:
Addenda No.	Date:
Addenda No.	Date:

ADDENDA

This proposal is submitted with respect to the changes to the contract included in the Addenda Acknowledgement above.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractor's, Worker's Compensation Certificate, and Non-Collusion Affidavit, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents and to accept full payment therefore the Contract Price based on Lump Sum(s) and/or Unit Bid Price(s) named in the aforementioned Bid Schedule(s).

By my signature on this proposal I certify, under penalty of perjury under laws of the State of California and the United States of America, that the above is true and correct.

Date: _____

Bidder: _____

By: _____
(Signature)

Title: _____

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WORKERS' COMPENSATION CERTIFICATE

Owner and Description of Contract:

Georgetown Divide Public Utility District

2018 Main Canal Reliability Project

Labor Code Section 3700: *Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:*

- (a) *By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.*
- (b) *By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.*

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 2017

(Contractor)

By:

(Signature)

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work.)

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NON-COLLUSION AFFIDAVIT

This Affidavit to be fully executed.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signature: _____
President, Secretary, Manager, Owner, or Representative

(Attach Notary Acknowledgement)

Print Name and Title below:

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SIGNATURE SHEET

SIGNATURE NOTICE

If bidder or other person of legal interest is a corporation; state legal name of corporation, also names of the president, secretary, treasurer, and manager authorized to sign contracts; if a co-partnership, state true name of firm, also names of all individual copartners composing firm authorized to sign contracts; if Bidder or other interested person is an individual, state first and last names in full.

Provide the names of all persons of legal interest in the foregoing proposal as principals below:

Licensed in conformance with an act providing for the registration of contractors,

Contractor's License No.: _____ Classification(s): _____

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FAITHFUL PERFORMANCE BOND

(CONSTRUCTION)

KNOW ALL PERSONS BY THESE PRESENTS, that the Georgetown Divide Public Utility District (hereinafter designated as "The District"), a Special Utility District located in the County of El Dorado, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled **2018 Main Canal Reliability Project** which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, which is a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, are held and firmly bound unto the District, in the penal sum of \$_____, lawful money of the United States, **being not less than one hundred percent (100%) of the estimated contract cost of the work**, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bonded Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, required, on his/her/their part, to be kept and performed at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend and hold harmless the District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

AS A PART OF THE OBLIGATION secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in anyway effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ___day of ___, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgement and notarial seal for both attached.

(SEAL)

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

The above bond accepted and approved this __day of _____, 2019.

Steven Palmer PE, General Manager
Georgetown Divide PUD

LABOR AND MATERIALS BOND

(CONSTRUCTION)

KNOW ALL PERSONS BY THESE PRESENTS, that the Georgetown Divide Public Utility District, a Special Utility District located in the County of El Dorado, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled **2018 Main Canal Reliability Project** which said agreement is hereby referred to and made a part hereof; and;

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we the Principal and _____, as Surety, which is a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, are held and firmly bound unto the District in the penal sum of \$_____, lawful money of the United States, **being not less than ten percent (10%) of the estimated contract cost of the work**, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bonded Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 9100 of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in, or to an amount not exceeding, the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall inure to the benefit of all persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
2. This bond is given to comply with the provisions of Title, Part 6, Division 4, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract, to the work, or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this __ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgement, and notarial seal attached.

(SEAL)

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

The above bond accepted and approved this __day of _____, 2019.

Steven Palmer PE, General Manager
Georgetown Divide Public Utility District.

GUARANTEE

FOR

Georgetown Divide Public Utility District

2018 Main Canal Reliability Project

DATE OF ACCEPTANCE: _____

We hereby guarantee that the work we have installed for the District has been done in accordance with the approved Plans if any, Special Provisions and Specifications as well as all applicable State and local regulations and that the work as installed will fulfill the requirements of the guarantee. We agree to repair or replace any or all of our work, together with any other adjacent damages resulting from our work, that may prove to be defective in its workmanship or material within a period of **ONE (1) YEAR** from the date of acceptance of the above-named work by the District without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted.

Within **fifteen (15) days** after being notified in writing by the District of any defects in the work, we agree to commence and pursue with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed thirty **(30) days** after commencement of the repair work); and in the event of our failure to so comply, we collectively and separately, do hereby authorize said District to proceed to have such work done at our expense and we will honor and pay the cost and charges therefor upon demand.

DATED: _____

CONTRACTOR

BY: _____

Title: _____

(To be signed and notarized before acceptance of project).

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INSURANCE

1. The Contractor shall procure and maintain for the duration of the Contract the following insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
2. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Commercial general liability coverage (Insurance Services Office Commercial General Liability coverage occurrence Form CG 0001), including liability coverage for premises and operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual liability, use of independent contractors, and broad form property damage with completed operations.
 - b. Automobile liability coverage (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)).
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District and its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District and its officers, officials, employees, agents or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U. S. mail has been given to the District.
7. Course of construction policies shall contain, or be endorsed to contain, the following provisions: (a) District shall be named as loss payee; and (b) The insurer shall waive all rights of subrogation against the District.
8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or equivalent, unless otherwise approved by District.
9. Verification of Coverage. Prior to commencing work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. The District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

10. Subcontractors. The Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the District. All coverages for subcontractors shall be subject to all of the requirements stated in this section.
11. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.
 - a. c. Workers' compensation insurance as required by the State of California and employer's liability insurance.
 - b. d. Course of construction (also known as builder's risk) insurance form providing coverage for all risks of physical loss, damage or destruction to the work, to insure against such losses until final-acceptance of the work by the District.

MINIMUM LIMITS OF INSURANCE

The Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.
5. Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions insurance. Coverage: \$1,000,000 each occurrence, \$2,000,000 policy aggregate.

The above insurance limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this Section.

DEDUCTIBLES AND SELF-INSURED RETENTIONS.

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 as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

ADDITIONAL INSURED

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the

Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, and their officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.

2. The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
3. In addition to any other remedy the District may have, if the Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this section 5.50, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

INDEMNITY AND LITIGATION COST

1. Contractor shall protect, defend, indemnify and hold harmless the District and its Inspector, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the District, Inspector and Contractor, or damage to or loss of property, caused by, arising out of or in any way connected with the Contractor's or its subcontractors' or suppliers' performance, operations or activities under this Contract, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability. Upon the request of an indemnified party hereunder, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any cost that may be incurred by an indemnified party in enforcing this indemnity. In all cases, the indemnified party shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim.
2. The District may withhold from payment due Contractor hereunder such amounts as, in the District's opinion, are sufficient to provide security against all loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision.
3. In any and all claims against the District or the Inspector and his consultants, and each of their officers, directors, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.

4. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release Contractor from its obligations to indemnify, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Contract by Contractor, its employees, agents, suppliers or subcontractors, or the employee, agent or subcontractor of anyone of them.
5. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whet or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
6. In accordance with California Public Contract Code section 9201(b), if District receives any written third-party claim relating to work performed under this Contract, then District agrees to promptly notify Contractor about the third-party claim.

PROTECTION OF WORK

1. The Contractor shall be responsible for the care of all work until its completion and final acceptance; and it shall, at its own expense, replace damaged or lost material and repair damaged parts of the work or the same may be done at its expense by the District and the Contractor and its sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.
2. The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, when practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. If special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases when the Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the District. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.
3. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Inspector.

4. The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, or subcontractors or their employees in the course of their employment, or anyone directly or indirectly employed by any of them, whet such trespass was committed with or without the consent or knowledge of the Contractor.
5. The Contractor shall see that the worksite is kept drained and free of all ground water and any other water which may impede the progress or execution of the Contract work.
6. The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.
7. In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Inspector, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Should the Inspector deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Inspector. The decision of the Inspector in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under section 5.3.
8. Except as provided by California Government Code section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the' extent that the same are identified in the Contract Documents; and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the District, the District will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of section 5.3, if so directed by the Inspector and in such situation the Contractor shall not be responsible for delay in completion of the project caused by the failure of the District or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the District in the Contract Documents, it shall immediately notify the Inspector in writing.
9. When the work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the work so that no damage will result to either public or private interests; and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the work.

ACCIDENTS

1. The Contractor shall provide and maintain, in accordance with California Labor Code section 6708 and Cal-OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the work.
2. The Contractor shall promptly report in writing to the District all accidents of any nature arising out of, or in connection with, the performance of the work, on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious injury, or serious damage occurs, the Contractor shall report the accident immediately by telephone or messenger to the District and the Inspector.
3. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

NO PERSONAL LIABILITY

Neither the District, the Inspector, nor any of their officers, directors, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

MEASUREMENTS OF QUANTITIES

Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the District on the basis of measurements taken by the District, and these measurements shall be final and conclusive. All quantities of work computed under the Contract shall be based upon measurements by the District according to United States Measurements and Weights. Methods of measurement are specified herein and in the Specifications. For gunite, quantities will be based on certified tickets issued by batch plant. Any partial loads- not used on the project will not be included for payment.

The Plans identify project limits within each of the ditch areas that are to receive gunite. The Bid Schedule identifies estimated quantities of gunite to be placed within each of the ditches. Irregularities within the ditches limit the ability, at the time of the bid, to accurately quantify the amount of gunite that will be needed to line the ditches from the stations as shown on the Plans. The District reserves the right to reduce the work limits within each of the ditch areas, to match the estimated quantities as identified within the Bid Schedule, without any additional compensation to the Contractor.

SCOPE OF PAYMENT

1. The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the District and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Specifications

and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

2. No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.
3. Within two weeks of receiving the Notice to Proceed, the Contractor shall submit a Schedule of Values totaling the Bid Amount of the project. The Schedule of Values shall contain sufficient information to be used by the District or Inspector in evaluating acceptability of progress payment requests and work progress from the Contractor. The District and Inspector shall review the Schedule of Values and the Contractor shall revise until a schedule which is acceptable to the District is received.

PROGRESS ESTIMATE

For each calendar month of Contract work, the Contractor will prepare a progress estimate of all work performed under the Contract. If required by the district, within the first ten (10) days of each succeeding calendar month, the Inspector will prepare in writing and certify to the District, an estimate which in his opinion is a fair approximation of the work done under the Contract based on the Schedule of Values provided by the Contractor, including any amounts due the Contractor for extra work and change orders. In arriving at the value of the work done, the Inspector will give consideration to the value of labor and materials which have been incorporated into the permanent work by the Contractor during the preceding month. Consideration will not be given to preparatory work done or for materials or equipment on hand. In order to assist the Inspector, the Contractor shall furnish the Inspector with copies of invoices for all such items delivered to the job site and incorporated into the work.

PROGRESS PAYMENTS

1. The District will pay the Contractor ninety-five (95%) percent of the amount of each properly submitted and undisputed progress payment request. Five (5%) percent of the amount of each payment request shall be retained by the District 60 days after.
2. In accordance with California Public Contract Code section 20104.50, a written payment request from the Contractor shall be reviewed by the District as soon as practicable in order to determine whether it is proper. If it is determined not to be a proper payment request suitable for payment, then the District shall return it to the Contractor with a written explanation of the deficiencies as soon as practicable, but not later than 7 days after receipt of the payment request. If the payment request is determined to be properly submitted and is undisputed, the District will certify the payment as provided above and the District shall make the payment to the Contractor within 30 days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid within this 30-day period, then the District shall pay interest on the overdue amount to the Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This section shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of the District.
3. When, in the judgment of the District, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment, the total amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.

4. No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment incorporated into the work will be conformed to actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.
5. It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.
6. District reserves the right to make payments jointly to the order of the Contractor and to any of its subcontractors or suppliers that might have a right to file a stop notice with the District. The District shall have no obligation to payor to ensure the payment of money to a subcontractor or supplier, except as may otherwise be required by law.

LIQUIDATED DAMAGES

It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the DISTRICT. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the DISTRICT, or have withheld from moneys due it, the sum of \$1000 per day. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages

FINAL ACCEPTANCE AND DATE OF COMPLETION

Whenever the Contractor shall deem all work under this Contract to have been completed in accordance therewith, it shall so notify the District in writing, and the District shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with to the satisfaction of the District, he shall proceed with all reasonable diligence to determine accurately the total value of all work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The District will then certify to said final estimate and to the completion of the work, and will file copies thereof with the District and the Contractor. The date of completion shall be the date upon which the District makes its formal written acceptance of the work.

FINAL PAYMENT

Within 10 days after the date of completion, the District will file in the office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor. On the expiration of 60 days after the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract or as required by law. All prior certifications upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between

the District and the Contractor, the District may withhold from the final payment an amount not to exceed 150% of the disputed amount.

FINAL RELEASE

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the District with a signed written release of all claims against the District arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially one of the following forms:

Right to Withhold Payments

In addition to all other rights and remedies of the District hereunder and by virtue of law, the District may withhold or nullify the whole or any part of any progress payment or up to 150% of the disputed amount from the final payment (see California Public Contract Code section 7107c) to such extent as may reasonably be necessary to protect the District from loss on account of:

- 1) Defective work not remedied, irrespective of when any such work be found to be defective;
- 2) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code sections 1775, 1776, or 1777.7;
- 3) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;
- 4) A reasonable doubt that the work can be completed for the balance then unearned;
- 5) A reasonable doubt that the Contractor will complete the work within the agreed time limits;
- 6) Costs to the District resulting from failure of the Contractor to complete the work within the proper time; or
- 7) Damage to work or property.

Whenever the District shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the Contractor. After the Contractor, has corrected the enumerated deficiencies, the District will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the District against claims or liens of mechanics, suppliers, materialmen, subcontractors, etc., the District may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the District, indemnifying the District against any loss or expense, and upon acceptance thereof by the District, the District shall release to the Contractor monies so withheld.

WAIVER OF INTEREST

The District shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies that the District is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provisions of this Contract.

SATISFACTION OF CLAIMS AND LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the District, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify the District against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees.

ASSIGNMENT

In accordance with California Public Contract Code section 7103.5, the Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

AVAILABILITY AND AUDIT OF INFORMATION

1. The District's duly authorized representatives shall have, during the term of the Contract and for two years thereafter, the right to inspect, copy and audit all of the Contractor's and its subcontractors' accounts and records of all description, including but not limited to source documents and computer files, and to interview personnel, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by the Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.
2. The Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract. The Contractor and its subcontractors shall preserve all such accounts and records for a period of two years after the term of the Contract.
3. The Contractor shall include the necessary provisions in its subcontracts to ensure that its subcontractors comply with this provision.
4. The parties acknowledge that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

HAZARDOUS MATERIALS

The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to cause cancer or reproductive toxicity." The District may use chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-District-owned facilities and locations. Accordingly, in

performing the work or services contemplated under this Contract, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that work performed hereunder may result in exposures to chemicals on the Governor's list.

WAIVER

The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or matter.

REMEDIES NOT EXCLUSIVE

The remedies provided in this Contract are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Contract shall be without prejudice to the enforcement of any other remedy.

SEVERABILITY

The invalidity, illegality or unenforceability of any provision of the Contract Documents shall not render the other provisions unenforceable, invalid or illegal.

GOVERNING LAW AND VENUE

Except as otherwise required by law, this Contract shall be interpreted, governed by, and construed under the laws of the State of California. The County of El Dorado shall be venue for any litigation concerning the enforcement or construction of this Contract.

NOTICES

Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first class U.S. Mail and addressed as follows: for the District, either to the General Manager or the District at the addresses set forth in the Invitation to Bid; for the Contractor, at the address set forth in its Bid. Any party may change its address by notifying the other party in writing of the change of address.

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GEOGETOWN DIVIDE PUBLIC UTILITY DISTRICT

2018 Main Canal Reliability Project

SPECIAL PROVISIONS

July 15, 2019

SECTION 1 - GENERAL

LIMITATIONS ON SCHEDULING WITHIN THE VARIOUS WORK AREAS

The project generally consists of the preparation and gunite lining of approximately 3,170 linear feet of an existing raw water ditch system. There are three (3) separate work areas that are identified in the Table of Contents and elsewhere in these documents. Scheduling work activities within these areas are limited as follows:

- All Sections are part of the system that provides raw water to both the Auburn Lake Trails Water Treatment Plant and a portion of the irrigation customers. These sections of ditch are active 12 months out of the year. No work associated with grading, gunite can occur during the irrigation season (May 1 - September 30). Grading, and gunite lining work in these sections will be limited to the periods of January 1 – April 22 and October 1 - December 31, with additional restrictions. Work in these sections will be for periods of up to 7 consecutive days, identified as a work cycle. At the end of each work cycle, the District reserves the right to release water into the ditch as necessary to recharge raw water in the storage reservoirs located at Greenwood and Auburn Lake Trails. The scheduling of work in these areas will be a coordinated effort between the District and the Contractor.
- SECTION 1- Upper Section: Spanish Diggins Alignment “SD” Sta. 0+00 to 4+64, “SD” Sta. 7+45 to 15+50, and “SD” Sta. 17+00 to 20+85 – 1655 linear feet
- SECTION 2- Mid Section: “SD” Sta. 23+45 to 30+28 – 685 linear feet
- SECTION 3 – Lower Section: Hwy 193 Alignment “HWY 193” Sta. 32+00 to 40+30 – 830 linear feet

LIMITATIONS ON ACCESS WITHIN WORK AREAS

The District shall provide access to the job sites. Access may be provided via any combination of State Highways, County asphalt roads, and Private roads. Any damage that may be caused by the Contractor’s vehicles and/or equipment within, entering or leaving the District provided access, shall be the responsibility of the Contractor. There are no vehicle, equipment, or material staging areas identified or secured by the District to perform the work. Preferred vehicular access to each of the work areas is identified in text form within the special provisions or as shown on the construction drawings. The District will not assist or hamper the Contractor from gaining additional access to the various work areas through other routes or for the staging of equipment or materials that may be obtained or negotiated by the Contractor through their own actions. Should the Contractor secure such additional access or secure staging areas, there will be no additional compensation or extension of time, from the District, to perform the work. Any agreements that may be made or negotiated between the Contractor and individual property owner(s) would be between the subject

parties and not involve the District in any way. The development of additional roads/trails or pathways, by the Contractor or Subcontractors, will need to be in compliance with all County, State and Federal regulations. All costs associated with the same would be the sole responsibility of the Contractor.

The ditch system encompasses a lengthy corridor of minimal width. Under this project the work area will be limited to that which the District has the legal authority to provide access within. Work areas along any specific ditch will be generally limited to that area from the top of the cut bank to the toe of the fill bank, unless noted otherwise on the plans or within these specifications.

SECTION 2 - Scope of Work

1. The Contractor shall provide all labor, materials, equipment and incidentals required to prepare the surfaces, gunite line, and other miscellaneous work along approximately 3,170 (total for three (3) sections) linear feet of existing ditches. The sections of work are further identified on the plans and/or within these special provisions and specifications. Approximately 3,140 linear feet of gunite lining will be placed on native earthen material. Approximately 30 lineal feet of gunite lining will be placed on/over existing cracked or failed gunite lining material. Existing lining to be covered shall be removed as necessary to create a smooth transition between existing and new concrete liner. Dimensions are approximate only and should not be used in the preparation of a bid proposal. All segments will need to be prepared through shaping and cleaned prior to the placement of reinforcement, or gunite.
2. Normal water flow in the ditches will be shut-off or stopped prior to and during construction. The Contractor shall be responsible for removing and properly disposing of remaining ponded water, loose soil and rock or organic material within sections of the work area. Special attention is directed to section entitled "**LIMITATIONS ON SCHEDULING WITHIN THE VARIOUS WORK AREAS**" as contained within these special provisions.
3. If any amounts of bone, shell, artifacts or human remains are uncovered during construction, all work shall be stopped within the immediate vicinity and the District notified of the findings. This may require that the District consult with a qualified archaeologist for an on-site evaluation. If bone appears to be human, the El Dorado County Coroner and the Native American Heritage Commission must be contacted.
4. As an element of this project, the Contractor will be responsible for the preparation, monitoring, testing, and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include site specific Best Management Practices (BMPs) to effectively control erosion and sediment. During construction, BMPs for erosion and sediment control shall be implemented by the Contractor where deemed necessary. At a minimum, erosion control measures shall include placement of straw, straw wattles, straw bales, geotextiles and mats, earthen berms, sediment barrier traps or the construction of silt fences to intercept and retain any sediment transported by storm water runoff in all areas disturbed by construction activities.
5. Contractor shall ensure that vehicles and equipment (heavy and hand held) that typically include a spark arrestor are equipped with a spark arrestor in good working condition during the duration of construction. To the extent feasible, areas subject to construction activities shall be maintained, by the Contractor, free of fire fuel and debris during the course of construction.

6. The construction hours for the project work activities shall be limited to the hours of 7:00 A.M. to 7:00 P.M. Monday through Friday and from 8:00 A.M. to 5:00 P.M. on weekends. Exceptions are allowed if it can be shown that construction between these times is necessary to prevent safety hazards.
7. All vehicles and construction equipment shall be equipped with factory installed muffling devices and all construction equipment shall be maintained in good working order. All stationary construction equipment, such as generators and compressors, shall be located as far away from noise sensitive land uses as feasible.
8. The project work areas are in close proximity of homes and at no time shall dust or overspray of the concrete materials be allowed to leave the boundaries of the ditch bank.
9. The Contractor shall have a current California Class "A" Contractors License. The Contractor shall submit five projects within the last two years which include similar types of grading, concrete lining and pipe placement. The information shall include Name of project, size of project, name and phone number of owner and Engineer.
10. After the Contractor has completed the ditch gunite lining, the District reserves the right to fill the various ditches with raw water and check for leaks. Should sections of the ditch leak, within the work area, the Contractor shall make the necessary repairs, to the satisfaction of the District, at no additional cost to the District.
11. The Contractor shall provide adequate sanitation facilities for their employees within each of the work areas during construction. This would include but may not be limited to portable toilets. The Contractor shall provide not less than one (1) facility for every 20 employees of the Contractor. Service, clean and maintain facilities a minimum of weekly.
12. The Contractor is required to meet all applicable OSHA Requirements. Hardhats, safety toed work boots, safety glasses and high visibility safety clothing of the appropriate class are required of workers employed by the Contractor and assigned to field work activities on this project.
13. The work activities are expected to generate minor amounts of waste materials in the form of fragmented concrete, washdown concrete, and rock together with any pipes or culverts that are to be removed and/or replaced as an element of the project. The Contractor shall be responsible for the proper disposal of all waste materials in compliance with any County, State or Federal requirements relating to the same. All costs associated with collection, transport and disposal of waste materials are the responsibility of the contractor.

The Contractor shall notify the District a minimum of 48 hours prior to the start of work. Prior to the start of work, the Contractor shall arrange with the District for a pre-project conference at the District office. This conference will include a review of the plans and specifications at the District office together with a field review of each of the work areas, to ensure that all parties are familiar with the entire project.

SECTION 1 – Upper Section

This Upper Section of work spans three different areas, on the Spanish Diggins (“SD”) Alignment from Sta. 0+00 to Sta. 4+64, Sta. 7+45 to Sta. 15+50 and Sta. 17+00 to Sta. 20+85.

Restrictions Relating to Work - This section of ditch provides raw water to both the Auburn Lake Trails Water Treatment Plant and a portion of the irrigation customers. This section of ditch is active for a period of 12 months out of the year. The District will schedule planned interruptions in the flow of water to accommodate the ditch lining improvements as identified on the plans and within these specifications. **No work associated with grading/ditch preparation or gunite lining shall occur from April 22 through September 30 (inclusive) within this section of ditch.** Grading/ditch preparation and gunite lining work in this section will need to be scheduled in advance, through the District, and will be limited to the periods of January 2- April 22 and October 1- December 31. **Further restrictions of work in this area relate to raw water demands at the Auburn Lake Trails (ALT) Water Treatment Plant.** The scheduling of work within this area will require a coordinated effort between the Contractor and the District. Work in this area, with the approval of the District, will be for limited periods of up to 7 days. After seven days, the Contractor will be required to remove all construction equipment and materials from the ditch, at which time the District will resume the flow of raw water in the ditch to meet the storage demands for the treatment plant. Once the storage demands are met, the flow in the ditch will be halted to allow for another round of construction. This schedule will be repeated as needed to finish all work within this section of ditch.

Your attention is directed to that section within these **SPECIAL PROVISIONS** entitled:
LIMITATIONS ON ACCESS WITHIN WORK AREAS.

Access - Contractor access to this section of the ditch system is limited to two sections of road. Access to the North end of this section is via State Highway 193 to Spanish Dry Diggins Rd. This section of the project begins at the crossing of the ditch with Spanish Dry Diggins Rd. Access to the South end of this section is via State Highway 193 to Spanish Dry Digging Road to Reservoir Road to Lasita Place.

Portions of the work within this section of the ditch are identified on Sheets G-2, together with Sheets C-1, C-2 and C-5 of the Plans.

Work Activities - Work within this section includes, but is not limited to canal preparation, the preparation and placement of gunite over both earthen and gunite sections of ditch. While working in this section any civilian made crossings and pipelines crossing the canal shall be protected in place. Actual work to be dictated by field conditions and as directed by the District. The Contractor is also responsible for removing any deleterious materials, organics, large obstructions, as well as filling any depressions to restore the canal to a consistent grade.

Existing Raw Water Service – This section of ditch may contain one or more existing raw water services. Prior to the placement of gunite by the Contractor, the District will identify any service(s) in the field and make upgrades to the same, if required. The Contractor shall protect and use special care in the placement of gunite material around any existing services, providing sufficient clearance to thread on a 90° elbow.

Measurement and Payment - Gunite will be measured by the cubic yard and paid at the contract unit price as identified on the Bid Schedule for this section of ditch (Section 1). All gunite material is to be placed in the ditch at the thickness, lines and grades as shown on the plans or as directed by the District. This will include, but not be limited to, the ditch shaping and preparation, wire reinforcement, removal of rock clusters, working around and protecting services or crossings, elevating sections of

ditch bank, removal of tree stumps, special preparation and placement around waste gates and pipes. This shall include all labor, materials, equipment and incidentals necessary to complete this item of work.

There shall be no additional compensation to the Contractor for delays, dewatering or added work associated with the District halting and resuming the flow of water in this section of ditch as needed to meet the demands of the ALT Treatment Plant.

SECTION 2 – Mid Section

This Mid-Section of work spans from Spanish Diggings “SD” Alignment Sta. 23+45 to Sta. 30+28.

Restrictions Relating to Work - This section of ditch is downstream from SECTION #1 – (Upper Section) as identified above. Restrictions Relating to Work within this section of ditch are identical to those as identified within SECTION #1 – (Upper Section).

Access – Contractor access to this section of the ditch system is limited to two sections of road. Access to the North end of this section is via State Highway 193 to Spanish Dry Diggings Rd to Reservoir Road to Lasita Place. Access to the South end of this section is via State Highway 193. Portions of this sections may require long runs of hose to be pumped to stay within the District’s easement.

Portions of the work within this section of ditch are identified on Sheets G-2, together with Sheets C-3, and C-5 of the Plans.

Work Activities - Work within this section includes, but is not limited to canal preparation, the preparation and placement of gunite over both earthen and gunite sections of ditch. While working in this section any civilian made crossings and pipelines crossing the canal shall be protected in place. Actual work to be dictated by field conditions and as directed by the District. The Contractor is also responsible for removing any deleterious materials, organics, large obstructions, as well as filling any depressions to restore the canal to a consistent grade.

Existing Service Line – This section of ditch contains a capped service line. Prior to the placement of gunite by the Contractor, the District will identify any service(s) in the field make upgrades to the same, if required. The Contractor shall protect and use special care in the placement of gunite material around any existing services providing sufficient clearance to thread on a 90° elbow.

Measurement and Payment – Gunite will be measured by the cubic yard and paid at the contract unit price as identified on the Bid Schedule for this section of ditch. All gunite material is to be placed in the ditch at the thickness, lines and grades as shown on the plans or as directed by the District. This will include, but not be limited to the ditch shaping and preparation, wire reinforcement, removal of rock clusters, working around and protecting services or crossings, elevating sections of ditch bank, removal of tree stumps, special preparation and placement around waste gates and pipes. This shall include all labor, materials, equipment and incidentals necessary to complete this item of work.

There shall be no additional compensation to the Contractor for delays, dewatering or added work associated with the District halting and resuming the flow of water in this section of ditch as needed to meet the demands of the ALT Treatment Plant.

SECTION 3 – HWY 193 Section

This Lower Section of work spans from Hwy 193 alignment Sta. 32+00 to Sta. 40+30.

Restrictions Relating to Work – This section of ditch is downstream from SECTION #2 – (Mid-Section) as identified above. Restrictions Relating to Work within this section of ditch are identical to those as identified within SECTION #2 – (Mid-Section)

Access – Contractor access to this section of the ditch system is limited to two sections of road. Access to the site can be found off HWY 193 and from HWY 193 to Spanish Dry Diggins Rd to Reservoir Rd off of Acorn Valley Rd.

Your attention is directed to that section within these **SPECIAL PROVISIONS** entitled: **LIMITATIONS ON ACCESS WITHIN WORK AREAS.**

Portions of the work within this section of ditch are identified on Sheets G-2 together with Sheets C-4 and C-5 of the Plans.

Work Activities – Work within this section includes, but is not limited to canal preparation, the preparation and placement of gunite over both earthen and gunite sections of ditch. While working in this section any civilian made crossings and pipelines crossing the canal shall be protected in place. Actual work to be dictated by field conditions and as directed by the District. The Contractor is also responsible for removing any deleterious materials, organics, large obstructions, as well as filling any depressions to restore the canal to a consistent grade.

Measurement and Payment – Gunite will be measured by the cubic yard and paid at the contract unit price as identified on the Bid Schedule for this section of ditch. All gunite material is to be placed in the ditch at the thickness, lines and grades as shown on the plans or as directed by the District. This will include, but not be limited to the ditch shaping and preparation, wire reinforcement, removal of rock clusters, working around and protecting services or crossings, elevating sections of ditch bank, removal of tree stumps, special preparation and placement around waste gates and pipes. This shall include all labor, materials, equipment and incidentals necessary to complete this item of work.

There shall be no additional compensation to the Contractor for delays, dewatering or added work associated with the District halting and resuming the flow of water in this section of ditch as needed to meet the demands of the ALT Treatment Plant

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

2018 Main Canal Reliability Project

SPECIFICATIONS

SECTION 1 – TECHNICAL

Work under this section relates to the gunite lining of ditches. This includes, but is not limited to, surface preparation, reinforcement, furnishing, mixing and placing of gunite as specified within the attached documents or as identified on the plans. Gunite shall be applied by the dry-mix process. The standards referenced below will be utilized in this application:

- ASTM A1064 – Specification for Welded Wire Reinforcement
- ASTM C33-84 – Specification for Concrete Aggregates
- ASTM C150-84 – Specification for Portland Cement
- ASTM 494-82 – Specification for Chemical Admixtures for Concrete
- ACI 506-83 – Recommended Practice for Shotcreting

Materials

Cement – Cement shall be clean, fresh, Type II Portland cement and shall be an approved brand conforming to ASTM C150. Type III (High Early Strength) cement is also acceptable when authorized by the District.

Water – Water shall be clean and free from deleterious amounts of silt, oil, acids, alkali, salts, organic substances and shall contain no chlorides, calculated as Cl, in excess of 1000 ppm or sulfates, in excess of 1000 ppm. Water pressure shall be at least 15 psi above the air pressure at the nozzle.

Sand – Sand shall be washed, clean, sound and free of deleterious coatings, clay balls, wood or other extraneous material and, at the time of batching, shall conform to ASTM C33, C88, and C131. Sand shall be furnished in the primary sizes specified in ASTM C33. Sand shall be hard, dense, durable particles of either sand or crushed stone regularly graded from coarse to fine. Gradation shall be adjusted for best performance as approved by the District. Sand shall have a moisture content between 3% and 6%.

Accelerator – No admixtures shall be added to the gunite mix except a liquid or powdered set accelerator. The accelerator shall meet the requirements of ASTM Designation C494, Type C, except for the restrictions on the time of initial set, and the percent of minimum compressive strength of control specimen over 7 days of age. The proposed set accelerator shall be tested for compatibility with the gunite mix. The maximum initial set time shall be 3 minutes and the maximum final set time shall be 12 minutes. Use of calcium chloride will not be permitted.

- Dry Shot – (Sika Chemical Corp)
- Sikaset Sigunit Powder (Sika Chemical Corp)

Fibers – Polypropylene fibers shall not be used on this project as an element of the gunite mix.

Proportioning and Mixing – A minimum of 7 sacks and a maximum of 8 sacks of cement per cubic yard of gunite shall be used. The basic proportions of the gunite shall consist of 1 part cement to 4 parts sand by weight. Contractor shall submit to the District for approval the actual proposed mix design, including admixtures, before beginning placement. Batch weight of the sand shall be on a saturated-surface-dry basis. Mix proportions shall be such that nominal 3-inch diameter cylindrical specimens, core drilled from in place gunite will pass a minimum unconfined compressive strength test of 4,000 psi at 28 days.

The dry mix process of guniting shall be used. The materials shall be thoroughly and uniformly mixed in a dry state in an approved barrel type mixer for a period of not less than 1 and 1/2 minutes for 1 cubic yard of gunite, with an additional 30 seconds for each additional cubic yard of gunite. Mixes allowed to stand for more than 1 hour shall not be used.

The equipment proposed for use shall be reliable and capable of mixing and delivering a high-strength, well mixed consistent product. A sufficient quantity of compressed air at the proper pressure shall be available in order to maintain a clean airflow adequate for sufficient nozzle velocity and for operation of a blow pipe for clearing away rebound material. A compressor with a minimum of 825 cfm is required for this project. Communication shall be maintained between the mixer and the delivery equipment at all times during the placement of gunite.

Ditch Preparation

The District will stop the normal flow of raw water in those ditches prior to performing any ditch preparation or lining. Your attention is directed to **Section 1 – General**; which identifies **LIMITATIONS ON SCHEDULING WITHIN THE VARIOUS WORK AREAS**.

A majority of the existing ditch system was cut into the native hillside, forming a cut bank and a levee, or fill embankment. Portions of the text within this section will make reference to the cut or levee side of the ditch.

Work activities associated with this project will generally include the placement of gunite material over one of two surfaces. As an element of the work within this project, approximately 30 linear feet of ditch is to receive new gunite material over prepared existing gunite and approximately 3,140 linear feet of ditch is to receive the placement of gunite material over prepared earthen surfaces. The values identified in this text are approximate only and should not be used for bidding purposes.

Existing Gunite Surfaces – Portions of the ditch sections, included in this project, have existing gunite surfaces. Many of the existing gunite surfaces may have significant voids or

sections with a mix of both gunite and earthen surfaces. The Contractor shall receive no additional compensation for working in sections with either gunite, earthen or a mix of the two surfaces.

Those sections of ditch that have existing gunite and are to receive new gunite, shall be swept with a broom, or other acceptable means, to remove any ponded water or other loose material. All organic matter or loose earthen materials, within the ditch sections to receive new gunite, shall be removed. Fractured, cracked or broken existing gunite material, in a relatively stable configuration, as determined by the District, can remain in the ditch, where new gunite material can be placed directly over the top of existing. All overhanging or undermined portions of the ditch shall be filled with gunite to create a smooth uniform surface. All areas shall be free of holes and in a stable condition.

Any existing material removed in the preparation of the existing gunite surface shall be removed from the ditch section and neatly placed, at the direction of the District, on the levee side of the ditch bank.

A small portion of debris (maximum of 5 cubic yards) may not be suitable for disposal on the levee side of the ditch, as determined by the District, and will be disposed of at the expense of the Contractor.

Existing Earthen Surfaces - Those sections of ditch that have an existing earth surface and are to receive new gunite shall be swept with a broom or other acceptable means, to remove and ponded water or other loose material. All organic and loose earthen or rock materials shall be removed from the ditch. All overhanging or undermined portions of the ditch shall be filled with gunite to create a smooth uniform surface. All areas shall be free of holes and in a stable condition. Any material removed from the ditch shall be neatly placed as levee material on the side of the ditch bank.

The gunite material, placed on all surfaces, shall be contained on the levee (fill) side of the ditch embankment. The contractor shall adhere to drawings to create a lip of gunite material above the top of the levee. Gunite placed on the cut side of the ditch shall match the elevation of the gunite material placed on the levee side of the ditch.

Protection of Existing Raw Water Services

Portions of the ditch contain services that provide raw water to customers. An attempt has been made to identify all raw water services on the plans. There may be additional services from those as shown on the plans that will need to be protected or replaced during work under this project. These raw water services are embedded in the levee side of the ditch and consist of either a box section or a pipe. Those sections consisting of a box, will be replaced by the District prior to, or in conjunction with the guniting process. Those consisting of a pipe will remain in place and receive the new gunite material providing sufficient clearance to thread on a 90° elbow.

Placement of Gunite

General – All gunite layers shall be built up in their specified thickness in such a number of passes as the Contractor shall deem advisable providing that no sloughing of freshly placed gunite material occurs. Each layer shall be placed in one continuous operation except where there is evidence of sagging, excess moisture, or other defects, in which case no further gunite shall be placed over the defective areas until they have been cut out and replaced with a fresh satisfactory gunite. Gunite shall be placed with a uniform slope without irregularities that would create standing water. Final gunite thickness for each area shall be a minimum of 4 inches or as identified on the plans. In those areas where new gunite is placed over existing gunite, the thickness of the new gunite shall be 4 inches plus that of the existing gunite material. The district expects the Contractor to be capable of placing a minimum of 35 cubic yards of gunite during an eight hour outage when shooting in difficult working conditions. When the Contractor is shooting under easy working conditions the Contractor will be expected to shoot a minimum of 60 cubic yards of gunite over the same 8 hour period.

Crews and Equipment – Only foremen, machine operators and nozzle men experienced on comparable projects, and meeting the requirements of ACI 506, shall be employed in guniting operations. Generally, foremen shall have 2 years of applicable experience and machine operators and nozzle men shall have 6 months of applicable experience. Nozzle men lacking the 6 month experience requirement, who demonstrate adequate skill at guniting, may be approved by the District.

Any personnel, working under the direction of the Contractor, not providing satisfactory for this type of guniting work, in the sole opinion of the District, shall be removed by the Contractor upon notification by the District.

All equipment, which is to be used in the guniting operations, must be approved by the District. All batching equipment must be capable of performing accurate measurement of materials so as to produce a uniform material. Weighing and flow meter devices shall be maintained accurate within +/- 1 percent of the correct weight, volume or flow rates throughout the range of use.

The gunite batching and mixing equipment, as well as the equipment required to deliver material to the gun, shall be approved by the District prior to use. Barrell type mixers shall be required. A minimum of three barrel mixers shall be assigned to each work area during performance of the work.

The equipment used must be capable of obtaining adequate compaction up to a distance of 1,500 feet from the truck/pot to the nozzle.

Batching and Mixing – At the time of batching and mixing, the temperature of the mixture, prior to adding water, shall be above 38 degrees F. The water temperature shall be adjusted by cooling or heating to obtain a minimum gunite temperature. The water temperature shall be at least 45 degrees F, when the air temperatures fall below 40 degrees F. The water temperature shall be cooled to 70 degrees F or less when air temperatures exceed 90 degrees F. Temperatures of the gunite as shot shall always fall between 40 degrees F and 80 degrees F. The mixture shall be of uniform consistency and shall be continuously supplied to the delivery equipment to assure uninterrupted operation.

Operation of Pneumatic Equipment – The nozzleman shall have complete and safe freedom of movement. A nozzleman's helper, equipped with an air blow pipe, shall attend the nozzleman in order to keep the work area free from rebound.

The nozzle shall be kept at a distance of between 2-1/2 and 3-1/2 feet from the surface on which the gunite is to be applied and in such a position that the material shall impinge as nearly as possible at right angles to the surface except at interior corners. Loose sand or rebound material shall be removed prior to placing a succeeding layer of gunite. Rebound material shall be kept to a minimum. Rebound material shall not be reused.

Nozzle velocity shall be in the range of 275 to 500 feet per second for 3/4 inch to 1 inch nozzles, and in the range of 425 to 500 feet per second for 1-1/4 inch nozzles.

Work Stoppages – Placement shall be interrupted in the case of sagging, excessive moisture, rebound pockets or other defects. Before gunite placement may be resumed, the bonding surface shall be processed in compliance with either of two alternative procedures as follows:

- Prior to initial set, all defective gunite shall be cut out, and all laitance shall be removed by carefully performed light brooming.
- After final set, all loose rebound material shall be brushed off, rebound pockets and other defective gunite shall be cut out, and all laitance shall be removed by dry sandblasting or high pressure water jetting.

Construction joints, caused by work stoppages, shall have tapered edges forming an angle of 30 degrees or less with the flat surface of the joint. Or a square shoulder per Detail B, Sheet C-5 of the plans shall be placed.

Repairs to Gunite – For all areas that are to receive gunite, the District reserves the right to manually perform sounding with a hammer to determine the location, if any, of dummy areas which have resulted from rebound pockets, due to a lack of bonding or other reasons. All such dummy areas, sags or other defects shall be cut out and replaced with suitable gunite. All gunite which, in the opinion of the District, fails to comply with the provisions of these specifications shall be removed and replaced with acceptable gunite by the Contractor at no additional cost to the District. Repairs to the gunite may result in damage to the reinforcement. Any damage to the reinforcement, that requires replacement, shall be overlapped a minimum of 1 foot on all sides.

Cleanup and Disposal of Waste Gunite – The cleanup and proper disposal of all waste gunite material is the responsibility of the Contractor. The disposal of the waste gunite material together with any other construction debris shall be in compliance with all County, State and Federal regulations. The Contractor is responsible for the cleanup of the jobsite within 48 hours of the completion of the work within any individual ditch section. Should the Contractor fail to meet this requirement, the District reserves the right to utilize District forces and/or an outside contractor to perform the cleanup and the costs associated with the same will be deducted from the Contractor's payment. Any cleanup and disposal costs, as

identified within this paragraph, are the responsibility of the Contractor and no additional compensation will be made by the District.

Reinforcement – All surfaces to receive gunite shall be reinforced with a Welded Wire Fabric (WWF) material. This material may also be referred to as welded wire reinforcement (WWR). Any references to WWF or WWR shall be considered as one within the same. The WWF material shall be imbedded in the concrete to reinforce the system and provide tensile strength to the system. The WWF material shall consist of #10 steel on a grid of 6" x 6". This material shall conform to ASTM Specification ASTM A185 now replaced with ASTM A1064.

All reinforcement, unless otherwise directed by the District, shall be placed in the center to upper one third of the pour and supported during placement using concrete dobies. It is not acceptable to allow the labor force to pull the wire, with hooks or other means, to the proper height while standing on the wire.

Any splicing of reinforcement shall be overlapped by a minimum of 1 foot. In those areas that are to receive repairs, where the reinforcement is removed, the minimum reinforcement splice shall be 1 foot on all sides.

SECTION 2 - Submittals

Prior to the start of work, the Contractor shall provide a separate submittal for each item identified below.

- a. Storm Water Pollution Plan (SWPPP)
- b. Health and Safety Plan
- c. Fire Safety Plan.
- d. Work Schedule
- e. Concrete mix design

SECTION 3 - Quality Assurance

The Contractor shall certify in writing that foremen and workers on-site are experienced and knowledgeable in all elements of the work identified within this project.

SECTION 4 - Delivery, Storage, and Handling

The Contractor shall deliver materials as follows:

The delivery of all construction related materials associated with the gunite process shall be in original labeled, unopened, moisture-proof bags. Welded wire, used in the reinforcement, shall have original labels.

The storage of materials shall be as follows:

Areas adjacent to the project site are not suitable for the storage of construction materials. It shall be the responsibility of the Contractor to find a suitable area for the storage of materials.

SECTION 5 – Safety

The Contractor shall comply with all Federal, State, and Local applicable safety regulations and requirements.

SECTION 6 – Warranty,

The District will prepare a schedule for remedial work completion, to be no more than thirty (30) calendar days after the submittal of the inspection report to the Contractor. Upon failure of the Contractor to commence remedial work within ten calendar days after the starting date established by the District, the District may at its option, retain another Contractor to perform the remedial work. The Contractor shall be liable for actual cost of all such remedial work plus a 20 percent District administrative cost.

SECTION 7– Quality Control

All work shall be performed in a neat and orderly fashion and to the satisfaction of the District.

SECTION 8 - Environmental Conditions

1. Attention is directed to the Stormwater Pollution Plan (SWPPP), to be developed by the contractor, together with the General Notes on Sheet G-2 of the Plans.
2. The Contractor shall take measures as necessary to prevent dust migration from the work area to adjacent properties.
3. The Contractor shall take such measures as are necessary to prevent erosion of soil within the work areas from entering adjacent properties.

SECTION 9 - Clean-Up

During the construction of the project improvements the Contractor shall keep the work areas neat and orderly. As a minimum, each individual ditch section, where work is being performed, shall be cleaned at the end of each working week. If the District determines that added cleanup is necessary, the Contractor shall comply with the District's directive at no additional cost to the District. Adequate cleanup will be a condition for recommendation of progress payments. The Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish. Wastes shall not be buried or burned on the site or disposed of in any streams or waterways. Final cleanup shall be performed by the Contractor once work on a section of the ditch is complete. All clean-up shall be to the satisfaction of the District.

Upon completion of the work, the Contractor shall make a detailed inspection of all work.

SECTION 10 - Measurement and Payment

Measurement and Payment will be as identified in these Special Provisions and as identified within the Bid Proposal.

AGENDA ITEM 7.B.

Attachment 3

Sample Letter



GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4240

PHONE (530) 333-4356

GEORGETOWN, CALIFORNIA 95634-4240

FAX (530) 333-9442

gd-pud.org

July 10, 2019

REF: APN: 6144110
3052 Lasita Place
Georgetown, CA 95634

Dear _____ :

As the property owner listed in the records of the El Dorado County Assessor of the above-referenced parcel, this letter is being sent to notify you that a canal lining project will occur on a section of canal that is adjacent to or near your property. (Please see enclosed map.)

The Georgetown Divide Public Utility District ("District") has scheduled this Project to concrete-line this section of canal that provides raw water to the Auburn Lake Trails Water Treatment Plant. The Project is identified as the Main Canal Reliability Project. The total length of work under this Project will be 3,173 linear feet. Enclosed is a map which shows your property and the approximate location of the canal that is adjacent to your property.

Work under this Project will be performed by a private contractor that has not yet been selected. The award of this contract will be made by the District Board through a public bid process that will begin soon. The District has budgeted a total of \$345,000 for this Project, and the Project is funded entirely through local funds.

Work activities on this Project are anticipated to commence this fall and conclude during the winter. Scheduling of the work was structured outside the peak water demands associated with the irrigation season. The District will provide additional updates as the Project moves forward.

If you have any question or would like to discuss the project, please contact Steven Palmer, General Manager, at (530) 333-4356 or by email at spalmer@gd-pud.org.

Sincerely,

Steven Palmer, P.E.
General Manager

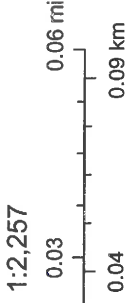
Enclosure: Map

Main Canal Lining 3



7/10/2019, 8:32:24 AM

- Confluence Point
- × Flow Line Elevation Point
- County_Reference_Layers - Parcels
- Reference_Layers - District Boundaries
- GDPUD District Boundary



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
Microsoft | Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA | GDPUD

AGENDA ITEM 7.B.

Attachment 4

Resolution

RESOLUTION NO. 2019-50
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING PLANS AND SPECIFICATIONS FOR THE 2018 MAIN CANAL
RELIABILITY PROJECT AND AUTHORIZING THE SOLICITATION OF
CONSTRUCTION BIDS

WHEREAS, the 2018 Main Canal Reliability Project is planned for in the Fiscal Year 2019/2020 Operating Budget and Adopted Capital Improvement Plan; and

WHEREAS, the Project is Categorically Exempt per CEQA Guidelines Section 15300, Existing Facilities since the Project is limited to maintenance of existing facilities and does not involve an expansion of use; and

WHEREAS, the Project plans and specifications were prepared by Bennett Engineering Services, Inc. and were reviewed and accepted by Staff and District legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the plans and specifications for the 2018 Main Canal Reliability Project are approved and the General Manager is authorized to initiate the construction bid process.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-50 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of August 2019.

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

AGENDA ITEM 7.C

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 7.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: SECOND READING OF AN ORDINANCE CERTIFYING ANNUAL DIRECT CHARGES – FEES AND ASSESSMENTS

PREPARED BY: Christina Cross, Management Analyst 

APPROVED BY: Steven Palmer, PE, General Manager 

BACKGROUND

Ordinance 2018-01 (“Ordinance”) allows the District to place a lien on property of customers with delinquent balances as of June 30, 2019, and to place the annual charges for the District’s assessment districts. The Ordinance was introduced at the regular Board meeting of July 11, 2019.

Attached to the Ordinance is a preliminary list of delinquent customers. The list will be modified up to the date of submission to the County, which can be no later than August 31, 2019, by removing all customers who have made payments on the balances. The other amounts to be placed on certain property owners’ tax bills relate to previously implemented water facility assessment districts. These annual assessments typically continue until the related assessment district debt is retired.

DISCUSSION

This is the second reading of Ordinance 2019-01 (Attachment 1). As required by law, the notice of this Public Hearing was published in the Georgetown Gazette on August 5, 2019. The Proof of Publication is included with this report as Attachment 2.

The adopted ordinance will be submitted to the County for the approval of the charges to be placed on the tax bills, along with the following documents:

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

FISCAL IMPACT

This action is required for the District to collect the annual assessments and any unpaid charges.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors adopt Ordinance 2019-01.

ATTACHMENTS

1. Ordinance 2019-01
2. Proof of Publication

AGENDA ITEM 7.C.

Attachment 1

Ordinance

ORDINANCE 2019-01

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 2018-19 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, 2019. 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 2019-20, 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 thirteenth day of August 2019, by the following vote:

AYES:

NAYS:

ABSENT/ABSTAIN:

ATTEST:

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

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

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of **Ordinance 2019-01** 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 thirteenth day of August 2019.

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

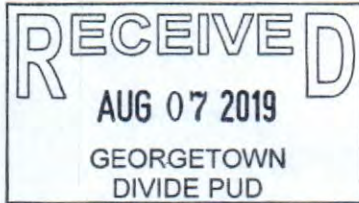
AGENDA ITEM 7.C.

Attachment 2

Proof of Publication

Mountain Democrat

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



Proof of Publication of ORDINANCE

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Mountain Democrat, 2889 Ray Lawyer Dr, a newspaper of general circulation, printed and published Monday, Wednesday, and Friday, in the City of Placerville, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of March 7, 1952, Case Number 7258; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

8/5

All in the year 2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this 5th day
of **AUGUST, 2019**

Allison Rains

Allison Rains

ORDINANCE 2019-01

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 2018-19 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, 2019. 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 2019-20, 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 eleventh day of July 2019, by the following vote:

AYES: Garcia, Saunders, Souza, Wadle

NAYS:

ABSENT/ABSTAIN: Halpin

ATTEST:

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

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

CERTIFICATION

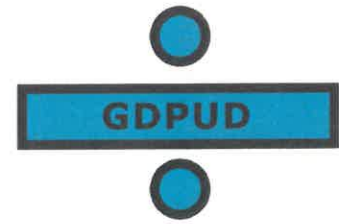
I hereby certify that the foregoing is a full, true, and correct copy of Ordinance 2019-01 duly and regularly adopted by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, El Dorado County, California, at a meeting duly held on the eleventh day of July 2019.

Steven Palmer, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT
8/5

6759

AGENDA ITEM 7.D

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 7.D.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER JOINING COALITION FOR FIRE PROTECTION AND ACCOUNTABILITY

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

Mountain Counties Water Resources Association (MCWRA) has asked the District to join the Coalition for Fire Protection and Accountability (Coalition). The District is a member of MCWRA and MCWRA advocates for the needs of water agencies in the headwater areas of the State. The Coalition advocates for State reforms (legislative, legal, policy, etc.) to prevent public water drinking systems from being held responsible for damage caused by wildfires.

DISCUSSION

On July 9, 2019, MCWRA reached out to their membership by email and invited all MCWRA member agencies to join the Coalition (Attachment 1).

The stated mission of the Coalition is “urging Governor Newsom and the Legislature to implement common sense reforms that will help protect communities from future wildfires and ensure the safety of California’s drinking water.” The Coalition’s policy principles are detailed in Attachment 2, and summarized below.

Safety and Accountability

To reduce the chances of catastrophic wildfires, there should be an enhanced focus on ensuring:

- Compliance with wildfire mitigation plans; and
- Prudent maintenance and operation of electric infrastructure.

Fairness

- Establish clear and fair rules of responsibility to help victims quickly recover from wildfires; and
- Implement reforms that prevent the tools firefighters use to battle fires, including public drinking water systems, from being blamed and held responsible for fires they don’t start.

Emergency Response

To maximize each community's fire protection capabilities, public drinking water suppliers should:

- Be encouraged to establish protocols for wildfire response in their Emergency Response Plans; and
- Coordinate the preparation of their Emergency Response Plans with first responders, including local fire departments.

The Coalition has been formed in response to the large costs that water agencies are incurring as a result of wildfires. One example provided by the Coalition is a \$69 million judgement against the Yorba Linda Water District for events related to the Freeway Complex Fire.

According to the Coalition website, www.firesafecalifornia.org, the following organizations are part of the coalition: California American Water, California Water Service, Crescenta Valley Water District, El Dorado Irrigation District, Fontana Water Company, Golden State Water Company, Great Oaks Water Company, Grizzly Flats Community Services District, Kinneloa Irrigation District, Lukins Brothers Water Company, La Puente Valley County Water District, Lakeside Water District, Las Virgenes Municipal Water District, Mesa Water District, North Tahoe Public Utility District, Palmdale Water District, Pico Water District, Quartz Hill Water District, Rowland Water District, San Gabriel County Water District, San Gabriel Valley Water Company, San Jose Water, South Montebello Irrigation District, South Tahoe Public Utility District, Suburban Water Systems, Tahoe City Public Utility District, Three Valleys Metropolitan Water District, Valley County Water District, Walnut Valley Water District, Weimar Water Company, Yorba Linda Water District, Association of California Water Agencies, California Water Association, Mountain Counties Water Resources Association, National Association of Water Companies, Public Water Agencies Group, Hermosa Beach Chamber of Commerce and Visitors Bureau, Palos Verdes Peninsula Chamber of Commerce, Torrance Area Chamber of Commerce, Utility Workers Union of America AFL-CIO-California Water Utility Council, Utility Workers Union of America AFL-CIO- Local 132, Utility Workers Union of America AFL-CIO-Local 160, Utility Workers Union of America AFL-CIO-Local 160C, Utility Workers Union of America AFL-CIO-Local 160D, Utility Workers Union of America AFL-CIO-Local 205, Utility Workers Union of America AFL-CIO-Local 283, Utility Workers Union of America AFL-CIO-Local 483, Utility Workers Union of America AFL-CIO-Local 484, City of Lomita, City of San Mateo, City of Selma, County of Tulare.

By joining the Coalition, the District will be supporting their advocacy efforts to prevent public water systems from being held responsible for damage caused by wildfires.

FISCAL IMPACT

There is no cost to join the Coalition and therefore no direct fiscal impact to the District resulting from this action. Potential increased staff time to respond to any calls for action issued by the Coalition.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt a resolution authorizing the General Manager to join the Coalition on behalf of the District.

ALTERNATIVES

The Board may elect to not join the Coalition and reject the resolution

ATTACHMENTS

1. Email from MCWRA dated July 9, 2019
2. Coalition Policy Principles
3. Resolution

ATTACHMENT 1

Email from MCWRA dated July 9, 2019

From: [John Kingsbury](#)
To: [John Kingsbury](#)
Subject: Consideration to join the Coalition for Fire Protection
Date: Tuesday, July 9, 2019 1:26:25 PM

Greetings Everyone,

Please join MCWRA and other by joining this coalition: [Coalition for Fire Protection](#)

As wildfire risks increase across California, the safety and reliability of our drinking water supply is under increasing threat, too.

Without common sense reforms, public drinking water systems – and their customers – face lawsuits for damage caused by fires they didn't start. Water systems found responsible under California's strict liability standard could be forced to foot the bill for damage caused by wildfires, even if they don't do anything wrong. This unsustainable standard could force public drinking water suppliers into bankruptcy, threatening the tens of thousands of jobs they provide and the safety and reliability of the drinking water that sustains our communities.

Our diverse coalition of public drinking water suppliers, labor, and other organizations has come together to protect California's drinking water systems – the lifeblood of every community and an essential first line of defense for firefighters.

Here is the link to the website: [Coalition for Fire Protection](#)

If you have questions or need more information, please contact Bob Reeb, MCWRA Lobbyist at robertreeb@comcast.net

Thanks,

John

ATTACHMENT 2
Coalition Policy Principles



THE COALITION FOR **FIRE PROTECTION** **& ACCOUNTABILITY**

As wildfire risks increase across California, the safety and reliability of our drinking water supply is under increasing threat, too.



SAFE COMMUNITIES DEPEND ON **STRONG WATER SYSTEMS**

Without common sense reforms, public drinking water systems – and their customers – potentially face lawsuits for damage caused by fires they didn't start. Water systems found responsible under California's strict liability standard could be forced to foot the bill for damage caused by wildfires, even if they don't do anything wrong. This unsustainable standard could force public drinking water suppliers into bankruptcy, threatening the tens of thousands of jobs they provide and the safety and reliability of the drinking water that sustains our communities.

Our diverse coalition of public drinking water suppliers, labor, and other organizations has come together to protect California's drinking water systems – the lifeblood of every community and an essential first line of defense for firefighters.

WATER SUPPLIERS AND THEIR CUSTOMERS STUCK WITH WILDFIRE BILLS

Following the Freeway Complex Fire, the Yorba Linda Water District was slapped with a \$69 million judgement, despite the Superior Court determining that the Water District did nothing wrong and had nothing to do with starting the fire.

The District had to pay tens of millions of dollars because the fire – which was caused by a disabled vehicle – damaged the water supplier's pumps, which then couldn't be used to help fight the fire. The Water District – and the people who depend on it – were victimized first by the fire and again when they got stuck with the bill.

The same logic used against Yorba Linda Water District is now being used in suits across the state against other public drinking water suppliers. These risks will be magnified if the Governor and Legislature do not act to protect the safety of communities who depend on strong water systems.



“

The current interpretation of inverse condemnation, **holding utilities strictly liable for any wildfire** caused by utility equipment **regardless of standard of care or negligence, imperils** the viability of the state's utilities, **customers' access to affordable energy and clean water**, and the state's climate and clean energy goals; it also, does not equitably socialize the costs of utility-caused wildfires.

*Commission on Catastrophic Wildfire Cost & Recovery
June 2019*

DIRE CONSEQUENCES OF INACTION

Without common sense reforms, lawsuits against public drinking water suppliers for wildfire damages could:

- Drain millions of dollars needed to build and maintain water infrastructure – putting clean, safe drinking water at risk for Californians;
- Jeopardize the financial stability of public drinking water suppliers, limiting their ability to adapt to climate change and help the state achieve its greenhouse gas emission reduction goals;
- Put ratepayers and taxpayers on the hook for costs that aren't their fault and force water rates higher; and
- Threaten the jobs of the tens of thousands workers who operate drinking water systems.

POLICY PRINCIPLES

SAFETY & ACCOUNTABILITY

To reduce the chances of catastrophic wildfires, there should be an enhanced focus on ensuring:

- Compliance with wildfire mitigation plans; and
- Prudent maintenance and operation of electric infrastructure.

FAIRNESS

- Establish clear and fair rules of responsibility to help victims quickly recover from wildfires; and
- Implement reforms that prevent the tools firefighters use to battle fires, including public drinking water systems, from being blamed and held responsible for fires they don't start.

EMERGENCY RESPONSE

To maximize each community's fire protection capabilities, public drinking water suppliers should:

- Be encouraged to establish protocols for wildfire response in their Emergency Response Plans; and
- Coordinate the preparation of their Emergency Response Plans with first responders, including local fire departments.



ATTACHMENT 3

Resolution

RESOLUTION NO. 2019-51

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING DISTRICT MEMBERSHIP IN THE COALITION FOR FIRE
PROTECTION AND ACCOUNTABILITY**

WHEREAS, the District is a member of Mountain Counties Water Resources Association (MCWRA); and

WHEREAS, MCWRA invited the District to join the Coalition for Fire Protection and Accountability (Coalition); and

WHEREAS, the Coalition advocates for State reforms to prevent public water drinking systems from being held responsible for damage caused by wildfires; and

WHEREAS, the Coalition is currently comprised of 31 public water agencies, five water associations, three chambers of commerce, ten labor associations, three cities, and one County; and

WHEREAS, once the District joins, the Coalition will add the District name and logo to the Coalition website and advocacy correspondence; and

WHEREAS, there is no cost for the District to join the Coalition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the General Manager is authorized to enroll the District in the Coalition for Fire Protection and Accountability.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

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

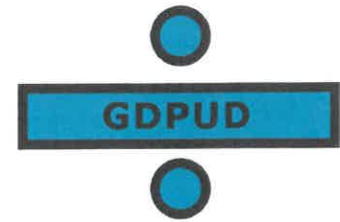
CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-51 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of August 2019.

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

AGENDA ITEM 7.E

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF August 13, 2019
AGENDA ITEM NO. 7.E.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: New Board Policies Required for SDLF Transparency Certification

PREPARED BY: Christina Cross, Management Analyst

cc

APPROVED BY: Steven Palmer, PE, General Manager

sp

BACKGROUND

During the March 12, 2019 Board of Directors Goal Setting Workshop the Board voted on specific goals they felt would be important to achieve our mission statement during the 2019/2020 Fiscal Year. Goal F objective F-1 is to pursue certification as a District of Distinction (DOD) from the Special District Leadership Foundation (SDLF). Attachment #1 is a copy of the DOD application requirements from SDLF that includes all of the requirements to obtain the accreditation. One of the requirements is that the SDLF District Transparency Certificate of Excellence must first be obtained before moving forward with the District of Distinction Application. Attachment #2 is the requirements for the District of Transparency Certificate of Excellence.

DISCUSSION

Staff has been working on the requirements for the District Transparency Certificate of Excellence as time allows for that last several months, and during the Board meeting of July 11, 2019 Board President Dane Wadle inquired about the status. Due to the recent website update, most of the website requirements have been met at this time along with most of the "Basic Requirements." The items that have been completed are checked off on Attachment 2.

The only outstanding items are two outreach activities as listed on Attachment 2, and adoption of Board policies regarding Brown Act Compliance and Code of Ethics/Values/Norms or Board Conduct.

Attachments 3 and 4 are California Special District Associations (CSDA) model policies 5000 - Brown Act Compliance and 5030 - Board Meeting Conduct with no changes. Staff is recommending adoption of the CSDA model policies.

Attachment 5 is CSDA model policy 5040 - Rules of Order for Conduct of Board and Committee Meetings with one change indicated by redline. The redline change was made to reflect the current Board Policy 4040 (Attachment 6). The CSDA model policy

allows the Board President to make or second a motion while the current adopted Board Policy 4040 does not allow the Board President to make or second a motion. The question of whether the Board President can make or second a motion is entirely up to the Board.

Policy 5040 – Rules of Order for Conduct of Board and Committee Meetings also provides detail for the process of making and acting on motions.

FISCAL IMPACT

There is no fiscal impact to adopting the policies presented.

CEQA ASSESSMENT

This action is not a CEQA project.

RECOMMENDED ACTION

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

ALTERNATIVES

Alternatively, the Board may (a) Request substantive changes to the Policy(s) for staff to implement; (b) Reject the Policy(s)

ATTACHMENTS

1. Special District Leadership Foundation District of Distinction Application requirements
2. Special District Leadership Foundation District Transparency Certificate of Excellence Application requirements
3. Policy # 5000 Brown Act Compliance
4. Policy # 5030 Board Meeting Conduct
5. Policy # 5040 Rules of Order for Conduct of Board and Committee Meetings
6. Policy # 4040- Duties of Board President
7. Resolution 2019-51

AGENDA ITEM 7.E.

Attachment 1



SHOWCASE YOUR COMMITMENT TO EXCELLENCE

District of Distinction Application

The District of Distinction is an accreditation program that enables districts to demonstrate to their communities, the media and legislators their commitment to operate in a sound, responsible manner. Districts apply for designation as a District of Distinction by submitting financial audits, policies and procedures and proof of training received by directors and executive staff.

Requirements:

FINANCIAL AUDITS

Districts must demonstrate they undergo regular financial audits, have no major deficiencies and apply any recommendations to future years.

What to submit:

- Copies of the three most recent district audits, including financial statements (3), SAS 114 and management letters (3). Each audit, including findings and recommendations, will be reviewed by a member of the Certification & Audit Review Advisory Committee. Committee members are volunteers from the special district community, including district controllers, directors of finance and SDA certified general managers.

POLICIES AND PROCEDURES

Districts must demonstrate that their operations conform to all statutes and regulations under state law as reflected in a policies and procedures manual. Policies and procedures should focus on governance, ethics, board conduct, district finances, reserves, reimbursement/compensation, etc.

What to submit:

- Copy of your district's current approved policies and procedures manual.
- Copy of your district's Board minute action adopting and/or having reviewed the policies and procedures manual within the past year.

TRAINING

What to submit:

Documentation showing class attendance, such as certificate of completion for each board member, general manager and other executive staff members (as identified by the board) in the following areas:

- Governance Training:** Six hours of basic governance training within the past five years. *Governance Foundations*, offered by CSDA's Special District Leadership Academy, satisfies this requirement. Other courses may qualify as well, however will need to be submitted for review by SDLF. Also, *Board Member Best Practices* (3 hours) plus 2 approved webinars will satisfy that requirement. Approved webinars are:
Board Member and District Liability Issues, Must Have Communication Protocols for Board & Staff, and Who Does What? Best Practices in Board Staff Relations.
**Districts with boards larger than 7 need at least a majority of total board members completing this training requirement.*
- Ethics Training:** Documentation verifying completion of AB 1234 ethics compliance training within the last two years.
- Harassment Prevention Training:** Documentation verifying completion of AB 1825 harassment prevention training within the last two years.

OTHER

Districts must also include the following items with the accreditation/re-accreditation application:

What to submit:

- Board of Directors roster
- List of executive staff, including titles
- Completed application for accreditation/re-accreditation
- Accreditation/re-accreditation application fee
- Completed SDLF District Transparency Certificate of Excellence

Who should apply to be a District of Distinction?

Any California special district that wants to demonstrate publicly the effectiveness of its operations. Applying for this designation shows that your district understands and respects the responsibilities inherent to providing essential public services in a fiscally responsible manner.

What does a district receive for completing the program?

Districts of Distinction earn the right to use the program’s seal on district materials and a plaque honoring their accomplishment. SDLF will also send a letter to a local publication and notify legislators on a district’s behalf. The District will also receive a Legislative Resolution.

How does a district apply?

Districts interested in earning the Districts of Distinction designation must complete the application and submit it along with the required documentation. Applications must also be accompanied by an application fee.

If my district is a member of the Special District Risk Management Authority (SDRMA), will getting a District of Distinction accreditation save me money on my premiums?

Yes. SDRMA offers Credit Incentive Points (CIPs) if your district earns the District of Distinction accreditation which can provide significant premium discounts. For more information, contact SDRMA at 800.537.7790 or visit www.sdrma.org.

RE-ACCREDITATION

For how long is the designation valid?

The Districts of Distinction designation is valid for two years and a district may be re-accredited by submitting the application and all current required documents for review along with the re-accreditation fee.

Fees

The fees are on a sliding scale, based on a district’s budget:

INITIAL ACCREDITATION & RE-ACCREDITATION

Annual operating budget	Fee
\$0-299,999	\$125
\$300,000-749,999	\$150
\$750,000-999,999	\$175
\$1,000,000--2,999,999	\$200
\$3,000,000 or more	\$250

Submit this application along with all required documentation and payment to:

Special District Leadership Foundation
 1112 I Street, Suite 200
 Sacramento, CA 95814
 Phone: 916-231-2909 • Fax: 916-442-7889 • sdlf.org

Electronic filing is preferable.

Contact SDLF for instructions.

District:		
Mailing Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Email:	Website:	
Assembly Member(s)*:		
Senator*:		
Local Newspaper(s):		
I certify that the information submitted is accurate and complete to the best of my knowledge.		Signature:

SILVER, GOLD OR PLATINUM RECOGNITION

Board Members who have received Recognition in Special District Governance: (attach additional pages if necessary)

	Date:
	Date:
	Date:

General Manager:

Has completed Recognition in Special District Governance

Has completed Recognition in Special District Administrator

PAYMENT

Total: \$ Check Visa Mastercard Discover American Express

Acct. Name: Acct. Number:

Expiration Date: Authorized Signature:

AGENDA ITEM 7.E.

Attachment 2



SHOWCASE YOUR DISTRICT'S COMMITMENT TO TRANSPARENCY

District Transparency Certificate of Excellence

Purpose

To promote transparency in the operations and governance of special districts to the public/constituents and provide special districts with an opportunity to showcase their efforts in transparency.

Duration

2 Years

Application Cost

FREE

District Receives

- Certificate for display (covering 2 years)
- Press release template
- Recognition on the SDLF website
- Letter to legislators within the district's boundaries announcing the achievement
- Recognition in social media, letter to the editor of local media outlet, and the CSDA eNews
- Window cling

Basic Requirements

Current Ethics Training for All Board Members *(Government Code Section 53235)*

- Provide names of board members and copies of training certificates along with date completed

Compliance with the Ralph M. Brown Act *(Government Code Section 54950 et. al)*

- Provide copy of current policy related to Brown Act compliance
- Provide copy of a current meeting agenda (including opportunity for public comment)

Adoption of Policy Related to Handling Public Records Act Requests

- Provide copy of current policy

Adoption of Reimbursement Policy, If District Provides Any Reimbursement of Actual and Necessary Expenses

(Government Code Section 53232.2 (b))

- Provide copy of current policy

Annual disclosure of board member or employee reimbursements for individual charges over \$100 for services or products. This information is to be made available for public inspection. "Individual charge" includes, but is not limited to: one meal, lodging for one day, or transportation. *(Government Code Section 53065.5)*

- Provide copy of the most recent document and how it is accessible.

Timely Filing of State Controller's Special Districts Financial Transactions Report - Includes Compensation Disclosure. *(Government Code Section 53891)*

- Provide copy of most recent filing.
- SDLF staff will verify that district is not listed on the State Controller's 'non-compliance list'*

Conduct Audits As Required By Law *(Government Code Section 26909 and 12410.6)*

- Provide copy of most recent audit, management letter, and a description of how/where documents were made available to the public

Other Policies – Have Current Policies Addressing the Following Areas

Provide copies of each:

- Conflict of Interest
- Provide copies of Form 700 cover sheet for board members and general manager
- Code of Ethics/Values/Norms or Board Conduct
- Financial Reserves Policy

Website Requirements

Maintain a district website with the following items Required. (provide direct website links for each item) - Required items available to the public:

- Names of board members and their full terms of office to include start and end date
- Name of general manager and key staff along with contact information
- Election/appointment procedure and deadlines
- Board meeting schedule
(Regular meeting agendas must be posted 72 hours in advance pursuant to *Government Code Section 54954.2 (a)(1) and Government Code Section 54956 (a)*)
- District's mission statement
- Description of district's services/functions and service area
- Authorizing statute/Enabling Act (Principle Act or Special Act)
- Current District budget
- Most recent financial audit
- Archive of Board meeting minutes for at least the last 6 months
- Link to State Controller's webpages for district's reported board member and staff compensation (*Government Code Section 53908*)
- Link to State Controller's webpages for district's reported Financial Transaction Report (*Government Code Section 53891 (a)*)
- Reimbursement and Compensation Policy
- Home page link to agendas/board packets (*Government Code Section 54957.5*)
- SB 272 compliance-enterprise catalogs (*Government Code Section 6270.5*)

Additional items – website also must include at least 4 of the following items:

- Post board member ethics training certificates
- Picture, biography and e-mail address of board members
- Last (3) years of audits
- Financial Reserves Policy
- Online/downloadable public records act request form
- Audio or video recordings of board meetings
- Map of district boundaries/service area
- Link to California Special Districts Association mapping program
- Most recent Municipal Service Review (MSR) and Sphere of Influence (SOI) studies (full document or link to document on another site)
- Link to www.districtsmakethedifference.org site or a general description of what a special district is
- Link most recently filed to FPPC forms
- Machine readable/searchable agendas (*required in 2019*)

Outreach/Best Practices Requirements - (Must complete at least 2 of the following items)

Regular district newsletter or communication (printed and/or electronic) that keeps the public, constituents and elected officials up-to-date on district activities (at least twice annually)

- Provide copy of most recent communication and short description on the frequency of the communication, how it's distributed and to whom.

Community notification through press release to local media outlet announcing upcoming filing deadline for election or appointment and process for seeking a position on the district board, prior to that election (or prior to the most recent deadline for consideration of new appointments for those districts with board members appointed to fixed-terms).

- Provide copy of the press release (and the printed article if available)

Complete salary comparison/benchmarking for district staff positions using a reputable salary survey (at least every 5 years)

- Provide brief description of the survey and process used as well as the general results

Special Community Engagement Project

Designed and completed a special project promoting community engagement with the district (potential projects may be broad in nature or focus on specific issues such as rate-setting, recycled water, identifying community needs, etc.)

- Submit an overview of the community engagement project reviewing the process undertaken and results achieved

Hold annual informational public budget hearings that engage the public (outreach, workshops, etc.) Prior to adopting the budget

- Provide copy of most recent public budget hearing notice and agenda.

Community Transparency Review

The district would be required to obtain a completed overview checklist from at least 2 of the following individuals (the district may choose to conduct the overview with these individuals simultaneously or separately):

- Chair of the County Civil Grand Jury
- Editor of a reputable local print newspaper (only one may count toward requirement)
- LAFCO Executive Officer
- County Auditor-Controller
- Local Legislator (only one may count toward requirement)
- Executive Director or President of local Chamber of Commerce
- General Manager of a peer agency (special district, city, county, neighborhood association, community organization or county administrative officer)

- Provide proof of completion signed by individuals completing Community Transparency Review

AGENDA ITEM 7.E.

Attachment 3

POLICY TITLE: Brown Act Compliance – Open Meeting Requirements

POLICY NUMBER: 5000

5000.1 The Brown Act. The Legislature adopted the Brown Act, commonly referred to as California’s “Open Meetings Laws” in 1964. The Brown Act is contained in Government Code section 54950 et seq. The Brown Act is broadly construed, and compliance is constitutionally mandated.

5000.2 Compliance with Brown Act. All meetings of the Board of Directors shall comply with the Brown Act.

5000.2.1 Meetings occur whenever the majority of the Board of Directors meets to discuss District business.

5000.2.2 Member of the Board includes newly elected and appointed officials prior to assuming office.

5000.2.3 All Board meetings shall be open and freely accessible to the public, including those with disabilities.

5000.2.4 Meetings through the use of intermediaries, serial communications, or emails are prohibited.

5000.2.5 The Board shall only take action during a properly noticed meeting.

5000.3 Committees. Committees created by formal action of the Board shall comply with the Brown Act

AGENDA ITEM 7.E.

Attachment 4

POLICY TITLE: Board Meeting Conduct

POLICY NUMBER: 5030

5030.1 Rules of order. Meetings of the Board of Directors shall be conducted by the President in a manner consistent with the policies of the District. Policy No. 5040, “Rules of Order for Board and Committee Meetings,” shall be used as a general guideline for meeting protocol.

5030.2 Agenda timing. All Board meetings shall commence at the time stated on the agenda and shall be guided by same. The placement of an item on the agenda shall not be deemed a requirement that the items proceed in any particular order. The Board President, with concurrence of a majority of the Board, may alter the order in which agenda items shall be considered for discussion and/or action by the Board.

5030.3 Conduct of meetings. The following concepts shall be applied to Board meetings:

5030.3.1 The meetings shall be conducted in an open and fair manner.

5030.3.2 The public shall be given ample opportunity to participate in the meetings.

5030.3.3 Due process principles shall apply to quasi-judicial proceedings, or as otherwise required by law.

5030.3.4 The meetings shall proceed in a manner that enables the Board to consider problems to be solved and make wise decisions intended to solve the problems.

5030.3.5 The Board may receive, consider and take any needed action with respect to reports of accomplishment of District operations.

5030.3.6 Noticed public hearings shall be conducted in an orderly fashion, with the Board President establishing the order of the proceedings.

5030.3.7 The Board may weigh and determine the credibility of evidence and public comment.

5030.4 Public comment. Public comment on items on the agenda, and general public comment at a regular Board meeting for matters within the jurisdiction of the Board of Directors, shall be as followed:

5030.4.1 Five minutes may be allotted to each speaker and a maximum of 20 minutes to each subject matter.

5030.4.2 The Board president may allow additional per speaker and per subject comment time when necessary for a full and fair proceeding.

5030.4.3 No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the Board President, of that person's privilege of address.

5030.5 Disruption of meetings. Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the President finds that there is willful disruption of any meeting of the Board, he/she may do the following:

5030.5.1 Notify the disrupting parties to immediately stop the conduct and that they will be asked to leave the meeting if the behavior continues.

5030.5.2 If the behavior continues after notice, order the disrupting parties out of the room and conduct the Board's business without them present.

5030.5.3 In cases of extreme disruption, clear the room of all members of the public, and conduct the Board's business without them present.

5030.5.4 Duly accredited representatives of the news media, whom the President finds not to have participated in the disruption, shall be permitted to remain in the meeting.

AGENDA ITEM 7.E.

Attachment 5

POLICY TITLE: Rules of Order for Conduct of Board and Committee Meetings

POLICY NUMBER: 5040

5040.1 General:

5040.1.1 Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules - Robert's Rules of Order.

5040.1.1.1 If a Director believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order - not requiring a second - to the President. If the ruling of the President is not satisfactory to the Director, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.

5040.2 Obtaining the Floor:

5040.2.1 Any Director desiring to speak should address the President and, upon recognition by the President, may address the subject under discussion.

5040.3 Motions:

5040.3.1 Any Director, ~~including~~ ~~excluding~~ the President, may make or second a motion. A motion shall be brought and considered as follows:

5040.3.1.1 A Director makes a motion; another Director seconds the motion; and the President states the motion.

5040.3.2 Once the motion has been stated by the President, it is open to discussion and debate. After the matter has been fully debated, and after the public in attendance has had an opportunity to comment, the President will call for the vote.

5040.3.2.1 If the public in attendance has had an opportunity to comment on the proposed action, any Director may move to immediately bring the question being debated to a vote, suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.

5040.4 Secondary Motions: Ordinarily, only one motion can be considered at a time and a motion must be disposed of before any other motions or business are considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

5040.4.1 Motion to Amend: A main motion may be amended before it is voted on, either by the consent of the Directors who moved and seconded, or by a new motion and second.

5040.4.2 Motion to Table: A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.

5040.4.3 Motion to Postpone: A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.

5040.4.4 Motion to Refer to Committee: A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.

5040.4.5 Motion to Close Debate and Vote Immediately: As provided above, any Director may move to close debate and immediately vote on a main motion.

5040.4.6 Motion to Adjourn: A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.

5040.5 Decorum:

5040.5.1 The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The President may eject any person or persons making personal, impertinent or slanderous remarks, refusing to abide by a request from the President, or otherwise disrupting the meeting or hearing.

5040.5.2 The President may also declare a short recess during any meeting.

5040.6 Amendment of Rules of Order:

5040.6.1 By motion made, seconded and approved by a majority vote, the Board may, at its discretion and at any meeting: a) temporarily suspend these rules in whole or in part; b) amend these rules in whole or in part; or, c) both.

AGENDA ITEM 7.E.

Attachment 6

POLICY TITLE: Duties of Board President

POLICY NUMBER: 4040

4040.1 The President of the Board of Directors shall serve as chairperson at all Board meetings. He/she shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.

4040.2 In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the President and Vice President of the Board are both absent, the remaining members present shall select one of themselves to act as chairperson of the meeting.

4040.3 DUTIES and RESPONSIBILITIES Regarding Meetings of the Board

The president shall preside over and conduct all meetings of the Board of Directors, and shall carry out the resolution and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors. The president shall have all the rights to discuss and vote on any issues before the Board, but not to move or second any motion. If the president wishes to move or second a motion he/she must pass the gavel to the Vice-President and step down as the presiding officer for that particular agenda item. Responsibilities of the President include:

1. Call the meeting to order at the appointed time;
2. Announce the business to come before the Board in its proper order;
3. Enforce the Board's policies in relation to the order of business and the conduct of meetings;
4. Recognize persons who desire to speak, and prevent any interruptions
5. Explain what the effect of a motion would be if it is not clear to every member;
6. Restrict discussion to the question when a motion is before the Board;
7. Rule on parliamentary procedure; and
8. Put motions to a vote, and state clearly the results of the vote.
9. Sign all instruments, act, and carry out stated requirements and the will of the Board;
10. Sign the minutes of the Board meeting following their approval;
11. Appoint and disband all committees, subject to Board ratification;
12. Call such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law;
13. Coordinate the preparation of meeting agendas with the General Manager;
14. Confer with the General Manager or designee on crucial matters which may occur between Board of Directors meetings;
15. Be responsible for the orderly conduct of all Board meetings;
16. Be the Spokesperson for the Board; and
17. Perform other duties as authorized by the Board.
18. Be the primary keeper of the General Manager's personnel file.

AGENDA ITEM 7.E.

Attachment 7

RESOLUTION NO. 2019-51
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ADOPTING BOARD POLICIES AS REQUIRED BY THE SDLF FOR THE DISTRICT
TRANSPARENCY CERTIFICATE OF EXCELLENCE

WHEREAS, The Board of Directors adopted Goals for 2019/20 to pursue certification as a District of Distinction; and

WHEREAS, The District Transparency Certificate of Excellence is required to obtain certification as a District of Distinction; and

WHEREAS, Policy #5000 Brown Act Compliance, Policy #5030 Board Meeting Conduct, Policy #5040 Rules of Order for Conduct of Board and Committee Meetings must be adopted in order to obtain the District Transparency Certificate of Excellence.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT Policy #5000 Brown Act Compliance, Policy #5030 Board Meeting Conduct, Policy #5040 Rules of Order for Conduct of Board and Committee Meetings included in Exhibit A are hereby adopted.

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

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

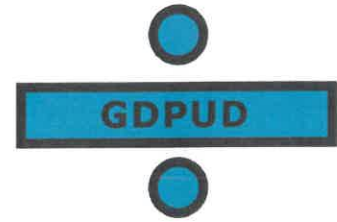
CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-51 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this thirteenth day of August 2019.

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

AGENDA ITEM 7.F

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 7.F.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER POLICY REGARDING DIRECTOR REPORTS

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

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

BACKGROUND

The General Manager has received multiple requests from Directors that want to make PowerPoint presentations at the Board meeting as part of the "Board Reports" informational item.

DISCUSSION

There is no Board Policy that informs Directors of the content, format, and length of topics that are to be presented during Board Reports. Historically at the District Board Reports have been limited to Directors providing a brief summary of activities that they attended on behalf of the District since the last meeting, and typically last less than one or two minutes. Occasionally, Board members will request that handouts or written materials be included in the agenda packet to supplement their oral report.

The Directors requesting to make PowerPoint presentations during the Board state that they are trying to comply with Board Policy 4090 (Attachment 1), which states:

4090.4 Upon returning from seminars, workshops, conferences, etc. where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

Since the General Manager has never seen a local elected official make PowerPoint presentations to the rest of the legislative body, the General Manager and staff from consulting legal counsel researched the issue. The General Manager and legal counsel identified the following agencies with policies that provide some relevant guidance to their elected officials:

Alameda County Water District

Board Rules and Code of Conduct - "9.10.2 A Board Member may only comment on an item not on the agenda for the following purposes" to allow understanding of what is being proposed, to enable District staff to understand the issue being raised, or to give direction to the General Manager."

El Dorado Irrigation District

Board Policy 12080 – “During “Board of Directors Communications,” Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community activities of interest.”

City of Fortuna

City Council Policies & Procedures Manual – “5.6.9 Council Reports and Communications. The purpose of this time is to allow Council Members the opportunity to provide a brief update or share information regarding a particular matter. Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from individuals and reports on meetings attended and other items of community interest. This time is not intended for action items. Council Members shall govern themselves as to the length of their comments. The Mayor has the responsibility to assist Council Members in keeping their comments brief.”

Marina Coast Water District

Board of Directors Procedures Manual - “29. Limitations on Board/Staff Reports. At each regular Board meeting, reports or comments by Board members shall be made under the Director’s Comments and Reports. Reports or comments by staff members shall be made under Staff Reports or Informational Items. Any written report from a Board member shall be placed on the meeting agenda with prior consent of the President. Unless authorized by the President, each director’s reports and comments shall not exceed five (5) minutes. The President, with consensus of the Board, may defer some or all Board reports until after the Board has taken action on any Deferred Consent Calendar Items. This may be done in the interest of facilitating the business of the Board, or as a courtesy to members of the public desiring to participate in Public Hearings or other Action Items which are also on the agenda.”

City of Menlo Park

Council Procedures Manual – “Councilmember Reports: Provides councilmembers an opportunity to introduce matters not currently before the City Council, including brief announcements, to pose questions of staff and make requests for items to be placed on the agenda at a future meeting. Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from the public, requests to agenda future items, or announcements of interest to the public.”

Nevada Irrigation District

Board Policy 5020 – “5020.5.7 Board of Directors Items/Reports. Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community comments and activities of interest”

City of Oakland

Resolution No. 86034 C.M.S - “Rule 9. Announcements by Councilmembers - Each member of the Council shall have the right to make brief announcements via the City operated station, KTOP, or at the appropriate time on the agenda, without a previous motion, upon matters which are Council sponsored or relate to the welfare and condition of the City. He or she shall, at the commencement of his/her announcements, state the subject matter on which he or she desires to speak. Individual announcements shall not exceed two minutes unless additional time is authorized.”

“Rule 11. Speaking Time Limit for Councilmembers – No member of the Council shall speak for more than ten (10) minutes on any matter without the consent of the presiding office or a majority of the Council.”

Placer County Water Agency

Rules, Regulations and Procedures for the Board of Directors – “Sec. 6.7 Reports and Announcements at Board Meetings – (b) Directors shall be allowed five (5) minutes each for reports, announcements or comments on their activities. Additional time may be extended by the Chair. Each Director who attends meetings or other events at Agency expense shall, at the following Agency meeting, provide a brief report on such meeting or event.”

The title page and relevant page(s) from the above listed agencies are included in Attachment 2.

The General Manager is requesting direction on whether the Board would like Staff to prepare a draft policy regarding this issue. The Board also needs to provide direction on which elements to include in the policy; for example, content, format, and length. The draft policy would then be brought back at a future Board meeting for consideration and possible action.

FISCAL IMPACT

The fiscal impact results from redirecting Staff to spend time developing a draft policy and and/or policy revisions, and legal costs associated with review of that policy and changes for compliance with applicable laws. The absolute fiscal impact is unknown but likely minimal.

CEQA ASSESSMENT

Not a CEQA Project

RECOMMENDED ACTION

The General Manager recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) provide direction on whether to develop a draft Board policy and/or policy revisions to provide guidance regarding the agenda item for Director Reports.

ATTACHMENTS

1. Board Policy 4090 – Training, Education, and Conferences
2. Relevant Policies From Other Local Agencies

AGENDA ITEM 7.F.

Attachment 1

Board Policy 4090 – Training, Education, and Conferences

POLICY TITLE: Training, Education, and Conferences

POLICY NUMBER: 4090

4090.1 Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

4090.1.1 "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted except for personal reasons, and are not reimbursable expenses.

4090.2 It is the policy of the District to encourage Board development and excellence of performance by reimbursing actual expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District. Cash advances or use of District credit cards for these purposes is not permitted.

4090.2.1 The Clerk of the Board is responsible for making arrangements for Directors for conference and registration expenses, and for per diem. Per diem, when appropriate, shall include reimbursement of expenses for meals, lodging, and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the Clerk of the Board, together with validated receipts in accordance with State law.

4090.2.2 Attendance by Directors of seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to incurring any reimbursable costs.

4090.2.3 Expenses to the District for Board of Directors' training, education and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations put forth by the Clerk of the Board and by:

4090.2.3.1 Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates unless there are less expensive accommodations in close proximity available.

4090.2.3.2 Directors traveling together whenever feasible and economically beneficial. Provided the quorum is not involved.

4090.2.3.3 Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

4090.3 A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after the District has announced his/her pending resignation, or if it

occurs after an election in which it has been determined that the Director will not retain his/her seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

4090.4 Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

AGENDA ITEM 7.F.

Attachment 2

Relevant Policies From Other Local Agencies

ALAMEDA COUNTY WATER DISTRICT

Board Rules and Code of Conduct

Adopted August 11, 2016 – Board Resolution No. 16-056

Revised January 12, 2017 – Board Resolution No. 17-006

Revised March 8, 2018 – Board Resolution No. 18-017

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- 5.6. Communication when Appointed to Other Groups and Organizations
- 5.7. Communication in Writing as an Individual Board Member related to District Business
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- 5.9. Corresponding as an Individual Board Member Unrelated to District Business

subsequent to the preparation of the agenda, or for other similar administrative reasons. Any such request by the General Manager is granted unless a majority of the Board objects.

9.7.2.3. Members of the Public

- Upon presentation of the Consent Calendar for approval, any member of the public may comment on an item or items listed on the Consent Calendar.

9.7.3. Approval of Minutes

- 9.7.3.1. Board Members may, but are not required to, vote on minutes of meetings they have not attended, based on their reading and consideration of the written minutes as drafted. The Board has the sole discretion to approve the contents and the format of the minutes.

9.8. Action Calendar

- 9.8.1. Items which can reasonably be expected to be considered for action by the Board at the meeting will be included in the Action Calendar by the General Manager. These are normally the business items of the agenda, such as authorization of award of contracts, fiscal appropriations, etc., for which formal action by the Board is required.

9.9. Reports

- 9.9.1. Items such as technical presentations, drafts of proposed policies, recent occurrences, etc., for which staff or legal counsel may be seeking advice from the Board or are informational matters of significance to the District will be included under Reports, as well as other business items such as Committee Reports, Operational Reports, and General Manager's Reports.

9.10. Director's Comments, Reports on Meetings Attended, and Agenda Item Requests

- 9.10.1. Board Members may comment on their District-related activities or to suggest new ideas and concepts to be discussed at a future Board meeting.
- 9.10.2. A Board Member may only comment on an item not on the agenda for the following purposes: to allow understanding of what is being proposed, to enable District staff to understand the issue being raised, or to give direction to the General Manager.
- 9.10.3. A Board Member may request that an item be referred to a Board Committee for development and discussion or to be placed on a future Board agenda. With the concurrence of at least one Board Member, the General Manager will place the item on a future Board agenda.

BP 12080 Meeting Procedures

Adopted: July 19, 2004
Updated: December 11, 2006
Revised: July 14, 2014
Revised: January 12, 2015

A. Except in unusual circumstances, the Board shall, in accordance with *Robert's Rules of Order Newly Revised*, limit itself to the following motions in ascending order of precedence:

- 1A. Main motions (same order of precedence as 1B.)
 - a. Original main motions
 - b. Incidental main motions

- 1B. Motions that bring a question again before the assembly (other than motion to reconsider) (not in order of precedence)
 - a. Take from the table
 - b. Rescind
 - c. Discharge

2. Subsidiary motions (in ascending order of precedence)
 - a. Postpone indefinitely
 - b. Amend
 - c. Refer to committee
 - d. Postpone to a certain time
 - e. Limit or extend limits of debate
 - f. Previous question
 - g. Lay on the table

3. Privileged motions (in ascending order of precedence)
 - a. Call for the orders of the day
 - b. Raise a question of privilege
 - c. Recess
 - d. Adjourn
 - e. Fix the time to which adjourn

4. Incidental motions (not in order of precedence)
 - a. Point of order
 - b. Appeal
 - c. Suspend the rules
 - d. Objection to the consideration of the question
 - e. Division of a question
 - f. Consideration by paragraph or Seriatim
 - g. Request to be excused from a duty
 - h. Requests and inquiry
 - i. Parliamentary inquiry
 - ii. Point of information
 - iii. Request for permission to withdraw or modify a motion
 - iv. Request to read papers

5. Motion to reconsider (subject to Section H. below)

- B. Except as prohibited by the Brown Act, the Board, by motion passing with minimum of four affirmative votes, may suspend or vary the application of these meeting procedures with regard to any proceedings, or to any particular problem before the Board.
- C. Meetings shall be conducted within the guidelines of any regularly adopted agenda.
- D. Three voting members of the Board shall constitute a quorum for the transaction of business. The only action which may be taken at a meeting attended by less than a quorum is to adjourn the meeting.
- E. At each regular meeting of the Board, the minutes of the prior meeting shall be presented for approval.
- F. During "Board of Directors Communications," Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community activities of interest.
- G. Members of the Board who are unable to attend a meeting shall, if possible, so inform the Clerk to the Board before said meeting, in order to determine a quorum in advance.
- H. Except as otherwise provided by law or District procedures, to constitute "action taken" on any item, the motion must receive at least three affirmative or negative votes.
- I. A motion for previous question may be passed by three affirmative votes.



CITY OF FORTUNA

City Council Policies & Procedures Manual

The City of Fortuna's mission is to be worthy of the public trust by providing timely, efficient, well-planned and dependable services to the community.

Prepared by
The City Clerk's Office
Linda Jensen, Deputy City Clerk
Adopted by Resolution 2011- 14 on June 20, 2011

5.6.7 City Manager's Report

The City Manager's Report portion of the meeting agenda provides an opportunity for the City Manager to report on items of interest, status reports on significant projects, updates on events or meetings they participated in, and provide acknowledgement to citizens or individuals.

The City Manager's Report can be presented in Staff Report format or may be done verbally.

5.6.8 Future Agenda Items

Future Agenda Items is a brief list of items to be considered by Council at upcoming Council meetings and serves as an opportunity for Council Members to request items to be placed on a future agenda as described in section 5.5.1 of this document.

5.6.9 Council Reports and Communications

The purpose of this time is to allow Council Members the opportunity to provide a brief update or share information regarding a particular matter.

Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from individuals and reports on meetings attended and other items of community interest. This time is not intended for action items.

Council Members shall govern themselves as to the length of their comments. The Mayor has the responsibility to assist Council Members in keeping their comments brief.

State law⁸ provides that Council can take action only on such matters that have been properly noticed in advance of the meeting, unless special circumstances are found to exist. Formal action or approval on non-agendized items is not allowed.

5.6.10 Public Comment (before Closed Session)

Members of the Public may be heard on any item under the Closed Session. Speakers addressing Council will be limited to three minutes per speaker, or such a time as the presiding officer prescribes. Be advised that, by law, neither the City Council nor the Board is able to discuss, deliberate or take action on issues presented during Closed Session Oral Comments.

5.6.11 Closed Sessions (as needed)

The Brown Act requires all council action to be discussed and taken in open session, except for specified and limited exceptions such as personnel matters, real property negotiations, and pending or threatened litigation.

ALL MATTERS DISCUSSED IN CLOSED SESSION ARE CONFIDENTIAL.

Closed Sessions are held at the end of the regular Council meeting and, if needed, can be continued to the next regular meeting.

A. City Council Members shall consider all written materials and verbal information provided to them on matters that are confidential under State law in complete confidence to insure that the City's position is not compromised. No disclosure or mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager.

B. If the City Council in closed session has provided direction to the City Manager or City Attorney on proposed terms and conditions for any type of negotiations whether it be related to property acquisition or disposal, a proposed or pending claim or litigation, and/or employee negotiations, all contact with the other party and/or attorney shall be limited to, and made by, the designated City staff representative handling the negotiations, claim or litigation. No Council Member shall have any contact or discussion with the other party or its representative involved with the negotiation, claim or litigation during this time, nor shall any Council Member communicate or disclose any discussion conducted or information received in closed sessions. All public statements, information and press releases shall be handled exclusively by the designated spokesperson.

5.6.12 Adjournment

Adjournment of a meeting is customarily by motion of the City Council or can be accomplished by unanimous consent and the Mayor simply declares the meeting adjourned. A motion to adjourn to another time can be done similarly, but is debatable only as to the time to which the meeting is to be adjourned.

5.7 TYPES OF COUNCIL ACTIONS

8. California Govt. Code §54950, et seq.

Marina Coast Water District



Board of Directors Procedures Manual

Amended July 5, 2016

Administration and Customer Service

11 Reservation Road, Marina, CA 93933-2099

Engineering and Operations & Maintenance

2840 4th Avenue, Marina, CA 93933

Telephone: (831)384-6131

Website: www.mcwd.org

29. Limitations on Board/Staff Reports

At each regular Board meeting, reports or comments by Board members shall be made under the Director's Comments and Reports. Reports or comments by staff members shall be made under Staff Reports or Informational Items. Any written report from a Board member shall be placed on the meeting agenda with prior consent of the President. Unless authorized by the President, each director's reports and comments shall not exceed five (5) minutes. The President, with consensus of the Board, may defer some or all Board reports until after the Board has taken action on any Deferred Consent Calendar Items. This may be done in the interest of facilitating the business of the Board, or as a courtesy to members of the public desiring to participate in Public Hearings or other Action Items which are also on the agenda.

30. Referrals

Any matter coming before the Board may, if deemed necessary, be referred by the President, without Board action, to the General Manager, District Legal Counsel, Special Legal Counsel, or to any standing or special committee of the District. The matter shall be reported back to the Board at the next Board meeting by the General Manager, District Legal Counsel, Special Legal Counsel, or to any standing or special committee of the District on the status, responses, recommendations and/or plans to address the matter.

31. Conflict of Interest

A director who has a disqualifying conflict of interest on any matter before the Board shall declare the nature of the conflict and it shall be reflected in the Board minutes. The Director shall not participate in the discussion of that agenda item; shall leave the Board chamber after making the declaration and before any discussion on the matter occurs; and shall not cast a vote on that matter. The minutes shall record a director's absence for any circumstance when a Director is not seated at the dais.

32. Minutes of Board and Board Committee Meetings

The minutes of meetings of the Board and of board committees shall be action minutes that will accurately reflect actions of the Board and the committees and the vote taken on such actions, and shall not be verbatim minutes of all matters discussed and comments made at Board or committee meetings. The minutes shall summarize the concerns and questions expressed by the public during public comment periods.

33. Notification of Absences of Directors

If any member of the Board is unable to attend a meeting, that member shall, if possible, notify the Board President and the General Manager prior to the meeting.

Procedures Manual

Menlo Park City Council

4. **Commission Reports:** Commission reports provide an opportunity for designated members of appointed boards to address the City Council on matters of importance or to update the City Council and community on studies that are underway.
5. **Consent Calendar:** Those items on the City Council agenda that are considered to be of a routine and noncontroversial nature by the City Manager are placed on the “Consent Calendar.” These items shall be approved, adopted, accepted, etc., by one motion of the City Council. Typical consent calendar items include the final reading and adoption of ordinances, various resolutions approving agreements, awards of contracts, minor budgetary adjustments, meeting minutes, status reports, and reports of routine city operations.

Councilmembers may request that any item listed under “Consent Calendar” be removed from the Consent Calendar, and the City Council will then take action separately on this item. A member of the public may request that an item listed under “Consent Calendar” be removed and City Council action taken separately on the item; the City Council must concur with such a request. Items that are removed (“pulled”) by councilmembers for discussion will typically be heard after other Consent Calendar items are approved unless the majority of the City Council chooses an earlier or later time.

Councilmembers are encouraged to contact the City Manager’s office before Noon on the day of a City Council meeting day to provide notification of items to be removed from the Consent Calendar. This practice allows the City Manager to notify staff that may need to be present to respond to removed items. Equally important, it also allows the Manager to inform staff who do not need to be present at the meeting. Unless contacted in advance of the meeting with sufficient time, the presumption is that staff will not be present.

6. **Public Hearing:** In the case of public hearings, once the City Council has voted to close the hearing, no member of the public shall be permitted to address the City Council or the staff from the audience, except at the discretion of the presiding officer (Mayor).
7. **Regular Business Items:** Regular items are shown on the agenda and are normally taken in the order listed.
8. **Informational Items:** Informational items may contain a status update, background report or a preview of a larger item coming before the City Council at a future meeting.
9. **Councilmember Reports:** Provides councilmembers an opportunity to introduce matters not currently before the City Council, including brief announcements, to pose questions of staff and make requests for items to be placed on the agenda at a future meeting. Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from the public, requests to agenda future items, or announcements of interest to the public.

State law provides that the City Council can take action only on such matters that have been noticed at least three days (72 hours) in advance of the regular meeting,

or 24 hours in the case of a special meeting, unless special circumstances are found to exist (as mentioned above). Formal action or approval on non-agendized items is not allowed, and such items should be placed on the agenda of the next available regular meeting.

10. Written Communications: The City Council has established a practice of placing written communication between councilmembers requesting items to be agendized and select letters sent by agencies to councilmembers on the meeting agenda so that this correspondence receives wide distribution. If letters or emails from the public are received on the day of or just before a meeting, copies will be placed at the councilmembers' positions on the dais.

Discussion Rules

To assist the City Council in the orderly discussion of items, rules are followed which represent accepted practices for the management of City Council meetings.

- 1. Obtaining the floor:** A councilmember or staff shall first address the Mayor and gain recognition. Comments and questions should be directed through the chair and limited to the issue before the City Council. Cross-exchange between councilmembers and public should be avoided.
- 2. Questions to staff:** A councilmember shall, after recognition by the Mayor, address questions to the City Manager, City Attorney, department head or designated staff member. Councilmembers with questions on an agenda item should preferably contact staff before the meeting in order to allow staff time to research a response for the meeting.
- 3. Interruptions:**
 - a. Once recognized, a councilmember is considered to have the floor, and another councilmember may not interrupt the speaker except to make a point of order or point of personal privilege. In such a circumstance, the councilmember holding the floor shall cease speaking until the point of order or privilege is resolved.
 - b. Upon being recognized by the Mayor, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Mayor.
- 4. Discussion:** A councilmember should not speak more than once on a particular subject until every other councilmember has had the opportunity to speak. Councilmembers are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor normally allows other members to speak first, then will give his/her views and summarize.
- 5. Tabling procedure:** Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date certain. A motion to "continue" an agenda item has the same effect, but is generally used when a scheduling problem arises or when insufficient time is available to address the matter thoroughly.
- 6. Right of protest:** A councilmember is not required to state reasons for a dissenting vote.

Nevada Irrigation District

POLICY MANUAL

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business at the time fixed unless this rule is suspended by motion adopted by the Board. Board hearings shall be designated Special Orders for the times fixed therefore by the Board of Directors. If a special time on the agenda is needed for the appearance of a person or persons, the Board Secretary shall set the appointment.

5020.5.5 GENERAL ORDERS: General Orders include those items of regular District business which have not been referred to a Board committee and which will be presented to the Board with a recommendation or for consideration by the General Manager or District staff.

5020.5.6 GENERAL MANAGER'S REPORT: The Manager will provide a report on current activities within the District of interest to the public and the Board. Items to be discussed by the General Manager will be conditions of current water supply and water sales, legislative or regulatory items of interest not yet requiring action, and public affairs activities occurring within the District directly or indirectly involving District operations.

5020.5.7 BOARD OF DIRECTORS ITEMS/REPORTS: Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community comments and activities of interest.

5020.5.8 INFORMATIONAL CORRESPONDENCE: Included in this section of the Board's agenda will be memos detailing actions taken pursuant to prior Board authorization, and all other items of correspondence directed to the Board of Directors, including those items which have been or will be directed to a Board committee.

5020.5.9 PUBLIC COMMENT ON ANY ITEM TO BE CONSIDERED IN CLOSED SESSION

5020.5.10 CLOSED SESSION: Closed Session may be held as set forth in the Government Code.

5020.5.11 ADJOURN

5020.6 Preparing NID Board Agendas

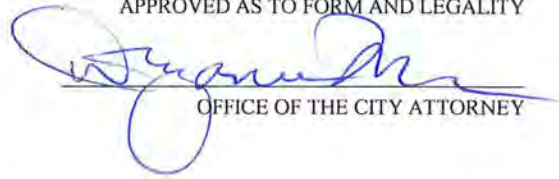
5020.6.1 The agenda for the regular meetings of the Board of Directors is mailed on or before the Thursday prior to the Board of Directors meetings, which are held on the second and fourth Wednesdays of each month. To allow sufficient time for preparation and assembly of the agenda, all agenda items must be given to the Board Secretary no later than noon on Wednesday preceding the meeting.

5020.6.2 A copy of the Board of Directors Meeting agenda and Board Committee Meeting agendas will be available for public review at the display cases located in the Board Room Lobby, the Business Center Lobby and at the East Annex on or before the Thursday preceding the meeting. A public review copy of the agenda packet also will be available in the Board Room Lobby on the day of the meeting.

5020.6.3 All Staff Reports to the Board shall be submitted to the Board Secretary prior to noon Wednesday preceding the meeting, to be placed on the Agenda. Staff Reports shall give a concise description of the subject matter and the specific action requested of the Board.

5020-3

2016 MAR 14 PM 4:35


OFFICE OF THE CITY ATTORNEY

OAKLAND CITY COUNCIL

RESOLUTION NO. 86034 C.M.S.

INTRODUCED BY COUNCIL PRESIDENT LYNETTE GIBSON MCELHANEY AND
COUNCILMEMBER DAN KALB

RESOLUTION (1) AMENDING AND SUPERSEDING THE COUNCIL'S RULES OF PROCEDURE CURRENTLY SET FORTH IN RESOLUTION NOS. 82580 C.M.S., 84758 (CENSURE POLICY AND PROCEDURES) C.M.S. AND 85256 C.M.S (AMENDMENTS TO RULE 25, HIGH STAKES NEGOTIATION POLICY) TO MAKE SUCH CHANGES TO THE RULES OF PROCEDURE AS MAY BE DIRECTED BY THE COUNCIL; AND (2) CONSOLIDATING AND SETTING FORTH THE COUNCIL'S RULES OF PROCEDURE, AS AMENDED, AND THE COUNCIL'S CENSURE POLICY AND PROCEDURES IN THEIR ENTIRETY

WHEREAS, the Council of the City of Oakland hereby declares that the business of the City is to be conducted in an orderly and efficient manner to facilitate sound City Council and public deliberation and decision making; and

WHEREAS, the City Council hereby declares that the proper operation of democratic government requires that public officials are bound to observe, in their official acts, the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal considerations. Recognizing that the public's interest must be their primary concern, their conduct in both their official and private affairs should be above reproach; and

WHEREAS, the following Rules of Procedure seek to provide for: (1) reasonable time for public input and comment on agenda items at the Committee and City Council meetings; (2) in-depth study of policy proposals, for problem-solving opportunities among staff, Council members and the public and development of policy alternatives at the committee level; (3) more focused (and fewer) City Council agenda items by limiting items to those a Committee has had the opportunity to discuss and as to which a Committee has developed recommendations; and (4) an agenda that is managed more efficiently and effectively and for predictable discussion times for debate regarding agenda items in order to avoid long waits by the public as the Council considers procedural, ceremonial and consent items (as defined herein); and

WHEREAS, in recognition of these goals, the City Council desires to establish Rules of Procedure for the Conduct of City Council Meetings and a Code of Ethics; and

WHEREAS, City Charter section 210 mandates that the Council provide by resolution for the order of business and the rules of procedure for the conduct of Council meetings; and

- c. By a majority of the Council members present, refer the item to any subject-matter Committee for reconsideration; or
- d. With respect to an item that the Rules Committee referred directly to Council, the Council may take any action subject to the Brown Action and the Sunshine Ordinance.

10. On any agenda item informational report, the City council may receive the report either by oral presentation by staff or as written.

Rule 8. **Protocol at Council Meetings -** Every member of the Council, before speaking, shall address the presiding officer, and no member shall speak except while seated at or standing in the immediate vicinity of, his or her desk. When items on the agenda relate to a specific Council District, the presiding officer shall recognize the Council representative of the District first, and the Councilmember-at-Large secondly, prior to recognizing other Councilmembers.

Rule 9. **Announcements by Councilmembers -** Each member of the Council shall have the right to make brief announcements via the City operated station, KTOP, or at the appropriate time on the agenda, without a previous motion, upon matters which are Council sponsored or relate to the welfare and condition of the City. He or she shall, at the commencement of his/her announcements, state the subject matter on which he or she desires to speak. Individual announcements shall not exceed two minutes unless additional time is authorized.

Rule 10. **Motions -** If any member of the Council makes a motion, such motion shall not be debated, or further discussed or considered, or voted upon, until after a second to such motion is made by a member of the Council.

Rule 11. **Speaking Time Limits for Councilmembers -** No member of the Council shall speak for more than ten (10) minutes on any matter without the consent of the presiding officer or a majority of the Council.

Rule 12. **Speakers' Cards -** The City Clerk shall facilitate the process for public speakers and shall provide the public with information on how to appropriately address the Council. Members of the public wishing to speak must submit their name and the item on the agenda they wish to discuss, if any, to the City Clerk before being recognized by the presiding officer.

Persons wishing to speak must complete a speaker card for each agenda item he/she wishes to speak on. Multiple agenda items cannot be listed on one speaker card.

PCWA Rules, Regulations and Procedures for the Board of Directors

to record the proceedings with an audio, video recorder, or a still or motion picture camera in the absence of a reasonable finding by the Board that the recording cannot continue without noise, illumination or obstruction of view that constitutes, or would constitute a persistent disruption of the proceedings.

- (b) Any audio or video record of an open and public meeting made for whatever purpose by or at the direction of the Board shall be subject to inspection pursuant to the California Public Records Act, and shall be kept for a minimum of forty five (45) days after the recording.
- (c) Any inspection of a video or audio recording shall be provided without charge on a player made available by the Agency.

Sec. 6.6 CONSENT CALENDAR

The Consent Calendar consists of items that are routine or customary in the ordinary business of the Agency. No separate discussion of these items shall be held unless a Director, member of the public, or staff requests a specific item be removed from the Consent Calendar for separate action. Any item so removed shall be taken up following the motion to approve the Consent Calendar.

Sec. 6.7 REPORTS AND ANNOUNCEMENTS AT BOARD MEETINGS

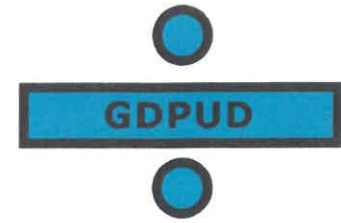
- (a) In accordance with the provisions of Section 54954.2 of the Brown Act, no action or discussion shall be undertaken on any item not appearing on the posted agenda, except that Directors, the General Manager, General Counsel, or Agency staff may make brief reports or announcements or ask questions or may briefly respond to statements made or questions raised at a meeting.
- (b) Directors may request that an item be placed on a future agenda.
- (c) Directors shall be allowed five (5) minutes each for reports, announcements or comments on their activities. Additional time may be extended by the Chair. Each Director who attends meetings or other events at Agency expense shall, at the following Agency meeting, provide a brief report on such meeting or event.

Sec. 6.8 PUBLIC COMMENTS ON AGENDA ITEMS

Any member of the public may address the Board on any item on the agenda at the time that item is being considered by the Board. Speakers will be limited to five (5) minutes per agenda item as monitored by the Clerk. Additional time may be extended

AGENDA ITEM 7.G

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 7.G.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW PLANNED FINANCE COMMITTEE ITEMS FOR FISCAL YEAR 2019-2020

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

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

BACKGROUND

The Finance Committee role and responsibility is defined by Board Resolution 2018-14 (Attachment 1). Section 2.3 of the Resolution details the committee role as:

“3. Role of the Committee. The primary role of the Committee is to provide recommendations to the Board of Directors (“Board”) in response to proposals made by staff on matters related to the District’s finances. It shall be the responsibility of the Committee to:

- a. Review annual operating budget proposed by staff and make recommendations to the Board.
- b. Review long-range strategic financial planning proposed by staff and make recommendations to the Board.
- c. Review the audited annual financial statements and make recommendations to the Board.
- d. Monitor District financial reports and investments and make any recommendations to the Board as requested by the Board.
- e. Present all Committee identified financial goals and proposals to the Board for approval.”

At the May 29, 2019 Finance Committee meeting, the General Manager presented to the committee the anticipated finance committee business items for Fiscal Year 2019/2020. At that meeting, the Finance Committee discussion expanded to include items that are beyond the current role and responsibility as defined by the Board. Additionally, at the subsequent Board meeting the Finance Committee Chair Steve Miller requested some direction on the items that the committee will be asked to review this fiscal year. Lastly, Directors Cynthia Garcia and Michael Saunders expressed a desire to review the role of the committee.

DISCUSSION

In response to the comments by the Finance Committee Chair, and Directors Garcia and Saunders, Staff has prepared this report which outlines the items that Staff anticipates will be presented to the Finance Committee for their review and input during the current fiscal year. This list of items was presented by the General Manager to the Finance Committee at their meeting on May 29, 2019:

- I. Investment Policy
An investment policy identifies acceptable investment vehicles, level of risk, etc. This policy needs to be reviewed periodically by the Board. Current investment was last reviewed by the Board in 2016.
- II. Late Fee Policy
California Senate Bill 998 that was passed in 2018 placed many new restrictions on water agencies ability to discontinue residential water service and lengthened the amount of time that customers can be delinquent before being shut off. Prior to February 2, 2020, the District needs to review and update its' policy, resolutions, and ordinances and comply with this new legislation.
- III. Leakage Consideration Policy
The leakage consideration policy provides customers with a credit on their water bill for water use that is the result of a leak that has been repaired. The District's current leakage policy is old and needs updating.
- IV. State Revolving Fund Loan Agreement for Meter Replacement Project
At the direction of the Board, staff is pursuing a loan from the State Revolving Fund to finance the water meter replacement and automated meter reading project.
- V. New Uniform Chart of Accounts for New Accounting Software
In conjunction with the new accounting and billing software, the District will be reviewing and updating the chart of accounts.
- VI. New Utility Billing Accounting Software Implementation
In order to implement the new accounting and billing software, input and policy decisions will need to be made by the Board. The Finance Committee will serve as advisory to the Board regarding these items. The level of effort required by the Finance Committee will not be known until the final implementation plan is developed with the vendor. This effort will likely require multiple meetings of the Finance Committee.
- VII. Review Proposed 2020 Capital Improvement Plan Update
Annually, the Finance Committee reviews the Draft Capital Improvement Plan Update.

VIII. Review Proposed Fiscal Year 2020-2021 Budget

Annually, the Finance Committee reviews the Draft Proposed Operating Budget.

FISCAL IMPACT

There is no fiscal impact to the District resulting from this action.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) review and provide any direction on the Finance Committee items planned for Fiscal Year 2019-2020.

ATTACHMENTS

1. Resolution 2018-14

ATTACHMENT 1

Resolution 2018-14

RESOLUTION NO. 2018-14

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROVIDING ROLE AND RESPONSIBILITIES OF THE FINANCE COMMITTEE**

WHEREAS, the Georgetown Divide Public Utility District (“District”) Board of Directors (“Board”) previously memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee through Resolution 2017-25; and

WHEREAS, the Board seeks to rescind and replace Resolution 2017-25 to modify the role and responsibilities of the Finance Committee; and

WHEREAS, the Finance Committee will assist the Board in the review of financial information of the District and make recommendations to the Board for actions related to the District’s finances and budgeting; and

WHEREAS, the Board finds it to be in the best interest of the public to establish the Finance Committee’s role as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AS FOLLOWS:

SECTION 1: Resolution 2017-25 is hereby rescinded and replaced with this Resolution 2018-11 and shall be of no further force or effect following the Board’s adoption of this Resolution 2018-11.

SECTION 2. The Finance Committee ("Committee") shall be created as follows:

1. **Membership; Quorum.** The Committee shall be composed of no fewer than three (3) and no more than seven (7) members. A quorum shall consist of a simple majority of the total number of members currently appointed to the Committee.
2. **Selection of Committee Members.** The policy for selecting Committee members is shown in "*Exhibit A.*" which is attached hereto and incorporated herein by reference as if set forth in full.
3. **Role of the Committee.** The primary role of the Committee is to provide recommendations to the Board of Directors (“Board”) in response to proposals made by staff on matters related to the District’s finances. It shall be the responsibility of the Committee to:
 - a. Review annual operating budget proposed by staff and make recommendations to the Board.
 - b. Review long-range strategic financial planning proposed by staff and make recommendations to the Board.

- c. Review the audited annual financial statements and make recommendations to the Board.
 - d. Monitor District financial reports and investments and make any recommendations to the Board as requested by the Board.
 - e. Present all Committee identified financial goals and proposals to the Board for approval.
4. **Meetings.** The Committee shall meet at least quarterly, and more often if needed or requested by the Board. Meetings shall be held at the District's offices. The Rules of Operating Procedure are shown in "*Exhibit B.*" which is attached hereto and incorporated herein by reference as if set forth in full.
 5. **Terms.** The terms of the office shall be two (2) years. Committee members may be re-appointed to subsequent terms.
 6. **Vacancies.** Any vacancies shall be filled for the unexpired term by the Board of Directors.
 7. **Removal.** All Committee members serve at the will of the Board, and any member may be removed by an affirmative vote of three (3) members of the Board. There shall be no requirement to show cause for removal.
 8. **Officers.** The Committee shall designate from among its members a Chair, Vice- Chair, and Secretary. The Chair shall preside over the meetings, and in the Chair's absence the Vice-Chair shall preside. If both the Chair and the Vice-Chair are absent, the remaining members, if a quorum exists, shall select from among themselves a person to preside over the meeting. The Secretary (or another member if the Secretary is absent) shall prepare agendas and minutes of every meeting and shall be responsible for transmitting the agenda and the final copy of all minutes to the General Manager or designee. Items needing Board action shall be transmitted as soon as possible to the General Manager or designee for inclusion on the next available Board agenda.
 9. **Advisory Nature of the Committee.** The Committee is advisory in nature and shall report and be responsible to the Board of Directors. The Committee and its members have no authority to set policy, expend funds, or make obligations on behalf of the Board and/or the District.
 10. **Board Reports.** The Committee shall report on its activities to the Board at least quarterly, and more often if needed or requested by the Board. The Board Report can be either oral or written and shall include a description of the activities of the committee for the preceding period and any on-going or outstanding activities or tasks. Committee meeting minutes can be used to satisfy this requirement.
 11. **Board Liaison and Staff Support.** The Committee shall have the following Board and/or staff members to assist it with its work from time to time as may be necessary or

desired by the Committee and/or the Board: Board Treasurer who will serve as the Board Liaison, and a Staff Liaison designated by the General Manager. The Board Liaison and Staff Liaison shall (a) not be regular or ex officio members of the Committee; (b) not have the right to vote; and (c) not be counted for purposes of determining the presence of a quorum.

SECTION 3. This Resolution shall take effect immediately upon adoption. This Resolution shall remain in full force and effect until rescinded by a subsequent Resolution of the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 13th day of March, 2018, by the following vote:

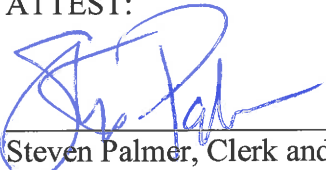
AYES: Halpin, Hanschild, Souza, Uso, Wadle

NOES:

ABSENT/ABSTAIN:

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


ATTEST:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-14 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 13th day of March, 2018.



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

EXHIBIT A

Policy for Selecting Finance Committee

- 1) Publish in a newspaper of general circulation in the District a notice of vacancy on the Committee and a desire to fill said vacancy.
- 2) The Board President will interview all applicants and return to the Board with recommendations for Committee appointment. All applicants will be eligible for the Board to appoint.
- 3) Alternatively, the Board President may elect to appoint a selection committee made up of two Board Members to interview applicants which will return to the Board with recommendation for Committee appointment. All applicants will be eligible for the Board to appoint.
- 4) The Committee will be made up of no less than three and no more than seven members.
- 5) The Board will confirm the selections by resolution.

EXHIBIT B

Finance Committee of the Georgetown Divide Public Utility District Rules of Operating Procedure

MEETINGS

- a) At any meeting of the Committee, the majority of the members currently appointed shall constitute a quorum for purposes of conducting business or meetings. Unless otherwise posted, a majority vote of those present and voting shall be sufficient to adopt any motion.
- b) All meetings of the Committee shall be open and public, and all persons shall be permitted to attend any meeting of the committee as provided by Government Code Section 54950 *et seq.*
- c) All meetings of the Committee shall be held in the GDPUD offices at 6425 Main Street, Georgetown, California 95634, unless there is a special need to hold a meeting at a different location.
- d) The proceedings of all meetings of the Committee shall be conducted in accordance with Robert's Rules of Order.
- e) Each Committee shall determine the order of business for the conduct of its meetings.
- f) Any meeting may be adjourned to a time and place stated in the Order of Adjournment. Less than a quorum may so adjourn from time to time. If all members are absent, the Secretary may declare the meeting adjourned to a stated time and place and shall cause such notice to be given in the same manner as for special meetings.
- g) Special meetings may be called at any time at the direction of the chairperson or by a majority of a Committee. Twenty-four hours advance written notice of special meetings shall be provided by the chairperson stating the time, place, and business to be transacted. The public shall be notified through the District's regular communications and procedures, in accordance with the Brown Act.
- h) At least 72 hours before a regular Committee meeting, the legislative body of the District, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall be filed with the Staff Liaison for posting outside the District offices.

- i) The Committee shall maintain meeting minutes, including a complete record of all transactions, findings, and determinations and present a full statement to the Board of Directors upon request. A signed copy of meeting minutes shall be filed with the Staff Liaison.
- j) The Board Liaison to the Committee shall be the Board Treasurer.
- k) The duties of the Board Liaison include presenting relevant data to the Board and arranging for the presentation of important progress on projects to the Board by the Committee chairperson.
- l) The Board Liaison's role will be advisory to the Committee, but the process is meant to be staff driven.
- m) The Board Liaison will not have a vote on the Committee.

AGENDA ITEM 7.H

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 13, 2019
AGENDA ITEM NO. 7.H.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW PROCESS FOR ANNUAL REVIEW OF GENERAL MANAGER

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

Director Garcia has requested that the Board review and discuss the process for conducting the General Manager's performance evaluation.

DISCUSSION

The General Manager is the only employee that reports directly to the Board. Consequently, the Board is responsible for conducting performance evaluations of the General Manager. The General Manager employment agreement, states that the Board of Directors will perform a performance review of the General Manager annually in November. Board Policy 4040 Duties of the Board President also states that the Board President is "the primary keeper of the General Manager's personnel file." Since the performance evaluation is a personnel issue, the law requires that it be performed in closed session.

Below is the process that has been followed since I have been General Manager:

- When I first started as General Manager I created a one year work plan that outlines key areas of responsibilities and performance objectives.
- Prior to a performance evaluation, I prepare a self evaluation based on that year's work plan and a new work plan for the next year.
- Prior to a performance evaluation, District legal counsel distributes a General Manager evaluation form to the Board members.
- During a closed session performance evaluation, the General Manager presents his self evaluation and work plan for the following year. The Directors provide both written and oral evaluations, and provide feedback on the General Managers performance and work plan.

Attached is a presentation from BHI Management Consulting regarding Effective General Manager Evaluations. BHI Management Consulting is a consultant that often provides presentations at California Special District Association (CSDA) training events and conferences.

FISCAL IMPACT

There is no fiscal impact to the District resulting from this action.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) review and provide any direction

ATTACHMENTS

1. BHI Management Consulting Presentation

ATTACHMENT 1

BHI Management Consulting Presentation

BHI Organizational Health Series

Effective General Manager Evaluations

Brent Ives, BHI Management Consulting



Performance Management *This course*

- Get a pad to *take notes!!*
- Our aim is to equip the Board to effectively/fairly evaluate their General Manager!
- *This powerpoint can be available* to you at the end of the course.

brent@bhiconsulting.com



2

Brent Ives - BIO

Brent H. Ives - Principal, BHI Management Consulting

- A 27 year career as a technical group manager with Lawrence Livermore National Laboratory,
- An independent consultant to public and private business for 12 years,
- Mayor of Tracy, California. 14 years as City Council member
- Faculty member of the California Special Districts Association "Governance Academy" teaching Board Foundations, Strategic Planning, Team leadership, supervisory training and more.



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3

Organizational Health BHI Products

- This course is part of a series of on-demand courses on Organizational Health for Public agencies. Topics include:
 - Good Governance
 - Planning
 - Supervisory Management
 - Workforce Management
 - Communications
 - Leadership
- These courses and a self-paced workbook including each topic are available at www.bhiconsulting.com

www.bhiconsulting.com

4

Performance Management

“Why this course?”

- We have found that Districts are very inconsistent with doing this well.
- Evaluating the Manager is a *critical function*.
- We have found many others who have inadequate methods and just need some guidance.
- We have had numerous requests for some training.

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5

Performance Management of the GM

This situation and definition

- The ***Situation*** - the organizational realities of many Board's today is that they simply need some guidance in this area. Managing the performance of the Manager is a prime directive.
- Defined: ***Performance Evaluation*** - *a clear and deliberate evaluation of executive performance based on a previously developed, agreed upon, clearly delineated goals and objectives and commonly expected and referenced tasks, duties and competencies.*



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6

Performance Management

Why do we spend so much on this?

- Contractual obligations
- Justify Manager's pay increases
- Document concerns about performance
- Protect the organization against legal challenges
- Formally show that the organization cares
- Provide a record of why promotion, transfer, demotion or discipline is in order
- Provide a consistent tool for coaching performance

PRODUCTIVELY

SERVE THE PUBLIC!

7

Our Role as Professional Supervisors

Communication -

1. My employee **ALWAYS** know what is expected of them.
2. I **COMMUNICATE** through staff meetings, announcements and one-on-ones.
3. My employees **NEVER** receive direction through "word of mouth".
4. I **REGULARLY** offer feedback.
5. My actions **ALWAYS** reinforce the District's priorities and values.
6. I am the **ONLY** leader from whom my employees get direction and guidance.
7. I **NEVER** address performance issues in a group setting.
8. I **REGULARLY** offer my employees encouragement for good work.
9. I **REGULARLY** offer employees praise and recognition for good work

Conditions -

10. My employees have **ENOUGH TIME** to succeed.
11. My employees have the **TOOLS** to succeed.
12. My employees have **ALL** the training they need to succeed.
13. My employees know **WHAT THEY DO MATTERS** to me.

Consequences -

14. I **NEVER** let poor performance or poor work habits go unnoticed.
15. When necessary, I **CHALLENGE** my employees to improve their performance.
16. I **CLEARLY** communicate the consequences for failure to improve.
17. I **NEVER** provide negative consequences for good performance.
18. I **NEVER** provide positive consequences for poor performance.

8

Performance Management

The cost of inefficiency – the performance spiral

- Its risky to let it go unchecked...the Symptoms
 - Productivity is diminishing
 - Manager not measuring up when efficiency is required
 - Distrust begins to grow and suspicions arise; the relationship suffers
 - Performance can be unfairly questioned or with inadequate knowledge
 - Issues between Manager and Board become the sink for District “energy”, often cumulating in the “ultimate action”
 - **Organizational stress takes over!!**

9

Performance Management

What's Important?

- Our PRIMARY AIM is supporting a long-term, productive, ever-improving relationship with your Executive!
- Some secondary goals are:
 - Increasing Manager productivity in a functional way
 - Staying legal
 - Retaining a good manager
 - Having an efficient and productive system of evaluation
 - Achieving planned, deliberate succession

10

Performance Management

Evaluating the Executive

- You need your executive to carry out your clear direction in **WHAT** needs to be done
- Too often the evaluation looks too closely at **HOW** it is being done
- This blurs the roles – Policy and Professional
- Making goals and objectives for your executive on what needs to be done is the art of this process
- At times, we do need to address the how, but most often only as it pertains to the application of our expected professional skills, ethics, confidence or judgment...not usually technical aspects of the job.



11

Performance Management

Do it with purpose – the good system

- Starts early
- Never stops (*there is a nuance here!*)
- Whole Board activity – evaluated individually and corporately
- Real/ fair/ unbiased/ professional
- Contains clear expectations
- No surprises...
- Contains “Eyes on” specifics when negative
- Two-way street



12

Performance Management

Do it with purpose – the big picture

- Evaluating and improving the performance of your Executive is more about relationships than tools
- Doing it right promotes a trustful, professional relationship
- Doing it right demands that we know what we want done – the *WHAT*
- Doing it right means that we spend/allow appropriate time to do it right
- Doing it right demands that you gety our collective heads together
- Doing it right means that we evaluate our own clear expectations



13

Performance Management – the spectrum?

“It starts early; it’s well planned and deliberate”

- The Position/job descriptions/search
- The Interview
- The Manager orientation
- The Initial verbal “performance contract”
- The probationary review
- The first year review
- The mid-year review
- The annual review
- The “for-cause” review process

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14

Performance Management – know the job?

“Job descriptions form the basis for evaluation”

- THEY ARE THE BASIS FOR A GOOD PERFORMANCE MANAGEMENT SYSTEM.
- THEY SHOULD ACCURATELY DESCRIBE THE NECESSARY ATTRIBUTES, TASK REQUIREMENTS AND OUTCOMES FOR THIS POSITION.
- THEY SERVE AS BASIS FOR A LEGAL REFERENCE AND JOB RELATED INTERVIEWING QUESTIONS.
- THEY SHOULD BE “ACCURATE/REAL”, UPDATED/REVIEWED AS OFTEN AS THE CONTRACT!
- YOU , THE BOARD, SHOULD BE THE JOB EXPERTS FOR THE GM POSITION.

15

General Manager Performance Management

“The Process”

- *Step 1 – Get input*
 - *Either broad set or just from the manager*
 - *Let individual Board members weigh-in*
- Step 2 – Collect all input, collate opinion, write report
- Step 4 – Deliver evaluation to the Manager
 - *This could be sub-committee or designee*
- Step 5 – Allow for his feedback and understanding
 - *Whole Board activity*
- Step 6 – Document feedback, adjust evaluation accordingly
- Step 7 – Document and file as agreed

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16

Performance Management *Variety*

- So many methods
 - Job Trait/Competence reviews
 - Job Duty/Goal Based reviews
 - Qualitative/qualitative only reviews
 - Professional competency review
 - Subject matter/technical competency reviews
 - Project specific reviews
 - 360 degree reviews of supervisors
 - Employee survey (*careful here!!*)

17

Performance Management – input?

- From the Manager – You should allow the Manager to tell you how he/she did this evaluation year.
- From their Staff (as needed) - After having worked through the manager, allow for his/her sr. staff to provide confidential input
- From Stakeholders (on occasion) – when appropriate, getting input from stakeholders such as other partner agency managers, or other contemporaries.
- From Technical groups – where appropriate
- From Employees (rarely, carefully) – This should be done very carefully, never unilaterally, and in a very controlled fashion. Use great caution here!

18

Evaluating the Professional Manager?

- **Assumption: We hire for and expect our managers to be skilled professionals.**
-
- Reflect that with the evaluation process
 - Expect professionalism (then practice it)
 - The professional eval. also looks at how performance is achieved, not approach or tasks and not only achievements.
 - The best process evaluates the performance of clearly articulated expectations
 - Commonly expected professional attributes are outlined on the next example slide
 - You should evaluate the “WHAT or ENDS” toward which you expect the Executive to be driving

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Professional Attribute	Rating	Comments
Policy Development	Satisfactory	
Administration	Needs Improvement	<i>See below</i>
Management	Needs Improvement	<i>See below</i>
Intergovernmental Relations	Excellent	<i>The Board recognized his contributions to several intergovernmental projects and his high level of successful interactions.</i>
Supervision	Excellent	<i>The Board recognized improvements in employee morale and appreciates steps taken to proactively work previous issues in this area.</i>
People Relations	Excellent	<i>The Board recognizes his ability to make positive connections with many different interactions with customers, other agencies and others.</i>
Communications	Needs Improvement	<i>See below</i>
Commitment to Goals	Excellent	<i>The Board recognizes the progress made in a number of project goal areas that were established upon the arrival of the GM.</i>
Character attributes/Personal Style	Satisfactory	



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Performance Expectations

“Different strokes-same intentions”

- Annual goals and objectives
 - There are linked to your intentions, plans, projects, strategy, etc.
 - They reflect your agency’s intentions and direction
 - They are big picture and/or they are for cause
- Performance expectations differ depending on the direction you (the Board) has set for the District
 - Annual plans
 - Long-term plan
 - Strategic Plan**
 - Etc.

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Example Performance Evaluation outline

- 1.0 Overview of performance expectations
 - 1.1 Commonly expected professional competencies
 - 1.2 Goals and Objectives for evaluation year
- 2.0 Linkage to GM contract or Board policy
- 3.0 Overview of Professional Competencies/Agency specific technical
 - 3.1 Performance of competencies (*see Table*)
- 4.0 Overview of Goals and Objectives for evaluation year
 - 4.1 Performance of goals and expectations
- 5.0 Overall appraisal
- 6.0 Areas for improvement
- 7.0 Goals and Objectives for upcoming evaluation year
- 8.0 Manager input and signatures

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Performance Management – Who and When?

- The whole Board must evaluate (Individually and corporately)
- Input and initial feedback can be delegated (*Board President or sub-committee*) but the evaluation should be all.
- Should be done annually and coincide with contract term
- As needed evaluations (*for cause*) can be called for by a majority of the Board
- Should be complete with a performance improvement plan, again very specific
- Should include a very deliberate schedule of events in the future (*another formal review upcoming with specific timeframe*)
- If establishing a new process it can be useful to get help in designing and implementing the process

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Performance Management

- The “for-cause” review

- Can be done any time as needed
- Should only be used when documenting poor performance or conduct is violated
- Should be based on “eyes-on” evidence, not inuendo
- Must be very specific in terms of violation, poor performance, less than adequate results, with verifiable instances and/or examples
- Should be complete with a performance improvement plan, *again very specific*
- Should include a very deliberate schedule of events in the future (*another formal review upcoming with specific timeframe*)
- This process is best conducted with the help of an outside facilitator.

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Performance Management

“Action Items (7)”

- *Consider, as a Board, just how important this task really is in terms of optimizing your District and the risk of doing it poorly.*
- *Check your current system of evaluation for your GM with your GM.*
- *Make sure you know where the District is headed so that you can expect performance in managing that “direction” (get and stay on the same page!!)*
- *Insure that he/she has clear goals and expectations relative to that direction*
- *Get some corporate training or help on performance management techniques*
- *Communicate with the General Manager on process changes*
- *Get help, at least initially, for a system change and always in the case of “for cause” evaluations.*

Performance Management

“Summary”

- *Proper evaluation of the General Manager is critical in assuring optimal production in a District.*
- *Proper evaluation of the General Manager is really more about relationships than tools.*
- *Those who evaluate carry the largest burden for doing it rightthe Board should take this task seriously.*
- *This is an executive evaluation, thus must reflect that*
- *It can often be helpful to get help, especially in a “for cause” situation.*
- *A “system” for evaluating should start early.*

General Manager Performance Evaluations

“Finally”

- *I realize this is not comprehensive.*
- *Contact me with specific comments, help or questions*
- *Email preferred: brent@bhiconsulting.com*

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BHI Management Consulting

- **Organizational Consulting for Special Districts**

Training courses, workshops, and consulting for public agencies are available in several areas of organizational management including;

- **Organizational Assessments**
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The BHI Evaluation Process

- We offer a three basic approaches to help Special Districts:
 - *Self-paced, Consultant assisted model*
 - lowest cost, longest timeframe, less broad input and guidance, more “distance” help
 - *Consultant assisted model – light*
 - lower cost, longer timeframe, less “distance” help
 - *Consultant full-assist*
 - on the ground help, in-District input gathering, direct assistance for the Board throughout the entire process. Leave with enduring process identified with guide.