

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

Special Notation:

*Director Dane Wadle 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 this meeting, are as follows:

3015 Riverside Drive, Susanville, CA 96130

TUESDAY, APRIL 10, 2018
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.
-

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

2. ADOPTION OF AGENDA

- 3. PUBLIC FORUM** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments, must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director, followed by the Board member's individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken. No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

4. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Meeting of February 13, 2018
2. Regular Meeting of March 13, 2018

B. Financial Reports

1. Month End Cash Disbursements Report

C. Adopt Kids Fishing Derby Resolution

Possible Board Action: Adopt Resolution 2018-16 in support of the 2018 Kids Fishing Derby.

- D. Authorize the General Manager to Execute Lease Agreement Renewal with PG&E for Communications Equipment Located at Hotchkiss Hill Tank**

Possible Board Action: Adopt Resolution 2018-18.

- E. Receive Declaration of Projected Water Year**

Possible Board Action: Adopt Resolution 2018-20.

5. INFORMATIONAL ITEMS

- A. President's Report**

- B. Board Reports**

- C. General Manager's Report**

- D. Operation Manager's Report**

- E. ALT Treatment Plant Update**

- F. Finance Committee Report**

- G. Presentation on the Mark Edson Dam Spillway Assessment Report**

6. NEW BUSINESS

- A. Review and Adopt Irrigation Applications for the 2018 Irrigation Season**

Possible Board Action: Adopt Resolution 2018-19.

- B. Authorize General Manager to Execute a Professional Services Agreement with United Field Services Corporation in the Amount of \$172,000 for the Walton Lake Treatment Plant Tank 2 Recoating Project**

Possible Board Action: Adopt Resolution 2018-21.

- C. Authorize General Manager to Execute a Professional Services Agreement with Bay Area Coating Consultants, Inc. in an amount not to exceed \$29,000 for Construction Management and Inspection Services for the Walton Lake Treatment Tank 2 Recoating Project**

Possible Board Action: Adopt Resolution 2018-22.

- D. Authorize General Manager to Execute a Professional Services Agreement with Lance, Soll & Lunghard, LLP in the Amount of \$65,835.00 for Audit Services for FY 17/18-19/20**

Possible Board Action: Adopt Resolution 2018-23.

- E. Approve a Budget Amendment in the Amount of \$17,000.00 from Property Tax Revenue for the Low-Income Rate Assistance Program.**

Possible Board Action: Adopt Resolution 2018-24.

- F. Authorize Reimbursements for Directors to Attend the ACWA 2018 Spring Conference in Sacramento**

Possible Board Action: Adopt Resolution 2018-25.

G. Authorize General Manager to Prepare and Submit Project Funding Cost Share Grant Program Requests to El Dorado County Water Agency for Fiscal Year 2018-2019

Possible Board Action: Direct General Manager to prepare and submit applications for projects presented.

- 7. BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF** –Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.
- 8. ADJOURN TO CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION: Potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case).**
- 9. NEXT MEETING DATE AND ADJOURNMENT** – Next regular meeting is May 8, 2018, at 2:00 PM, at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, CA 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 April 5, 2018.

Steven Palmer, PE, General Manager

Date

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

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

The meeting was called to order at 2:00 PM. Director Souza led in the Pledge of Allegiance.

Directors Present: David Halpin, Jesse Hanschild, David Souza, Lon Uso. Dane Wadle via conference call.

Staff Present: General Manager Steven Palmer, Operations Manager Darrell Creeks, Engineering Consultant George Sanders, Board Assistant Gloria Omania. Legal Counsel: Barbara Brenner, Churchwell White, LLP.

2. ADOPTION OF AGENDA

General Manager Steve Palmer asked that Item 6.A., Review and Adopt Irrigation Applications for the 2018 Irrigation Season, be pulled from the agenda to give Staff more time to review and ensure its accuracy. Staff will bring back the item at a special meeting next week.

Motion by Director Halpin to adopt the agenda minus Item 6.A. Second by Director Souza.

Public Comment: *There was no public comment.*

Vote: *The motion passed unanimously.*

- 3. PUBLIC FORUM** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments, must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director, followed by the Board member's individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken. No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

Bo Ambrozewicz commented on the Brown Act and communication between the Board and the public and asked the General Manager about viewing the [ALT] plant.

4. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Meeting of February 13, 2018
2. Regular Meeting of March 13, 2018

B. Financial Reports

1. Month End Cash Disbursements Report

C. Adopt Kids Fishing Derby Resolution

Possible Board Action: Adopt Resolution 2018-16 in support of the 2018 Kids Fishing Derby.

D. Authorize the General Manager to Execute Lease Agreement Renewal with PG&E for Communications Equipment Located at Hotchkiss Hill Tank

Possible Board Action: Adopt Resolution 2018-18.

E. Receive Declaration of Projected Water Year

Possible Board Action: Adopt Resolution 2018-20.

Motion by Director Halpin to approve the Consent Calendar. Second by Director Souza.

Public Comment: *There was no public comment.*

The motion passed unanimously.

5. INFORMATIONAL ITEMS

A. President's Report

No report.

B. Board Reports

Director Wadle reported that he recently participated in a workshop hosted by Mountain Counties and attended their board meeting with GM Palmer. He and the GM also attended a meeting with a neighboring water agency to make some introductions and talk about local water issues.

C. General Manager's Report

The General Manager announced that Maintenance Worker Brian Rule has assumed the role of Wastewater Technician, which was vacated by a recent resignation. This is an important position in the District that is instrumental for the District to comply with the State Waste Discharge Permit for the wastewater zone, perform required septic inspections, and operate and maintain the disposal system. Recruitment is underway to fill the Maintenance Worker position vacated by Mr. Rule.

Mr. Palmer reported that the all-day Strategic Planning Session held on Friday, March 30, 2018, went very well. During closing statements at the meeting, reviews from those in attendance were overwhelmingly positive. It was very valuable for the General Manager to hear Board discussion about issues facing the District, and information gathered will inform the budget preparation. A meeting summary and planning document will be presented to the Board for adoption at a future Board meeting.

D. Operation Manager's Report

Operations Manager Darrell Creeks reported that crews are staying busy and the lake is still spilling. Recent snows knocked trees into the ditch up-country, keeping crews very busy – the roads were blocked for a while and crews had to use the snow cat and excavator to clear snow, which took a lot of their time. They have also been very busy down-country, too, updating services along the ditch in CABY Grant areas. Leaks have been slowing down, only five last month. Workers repaired or replaced 30 meters.

In response to Director Uso's inquiry, Mr. Creeks stated that between 60-70 inactive meters have been pulled.

E. ALT Treatment Plant Update

Using a slide show with photos, Engineering Consultant George Sanders updated the Board on the project, which is on time and on budget.

F. Finance Committee Report

Committee Chairperson Rick Gillespie reported that the Finance Committee had a busy month. He reported the following:

- Mr. Palmer brought new committee members up to speed with a presentation on the rate study at the March 20 meeting.
- Michael Saunders, one of the new members, volunteered to be secretary, commenting that the committee should now be able to get the minutes and recordings posted to the District website in a timely manner.
- The Finance Committee sent Tom Crawford and Sierra Nyokka to participate with District staff in the initial screening of potential audit companies.

Director Wadle thanked the Finance Committee for all the good work they are doing, Director Uso agreed.

G. Presentation on the Mark Edson Dam Spillway Assessment Report

Adam Brown, Water Resources Manager, provided a PowerPoint presentation on dam safety. Mr. Brown explained that because of the 2017 Oroville Spillway incident, the Governor came out with actions that must be implemented by private dam holders. These actions are overseen by the Department of Water Resources Division of Dam Safety. GDPUD hired GEI Consultants to conduct a spillway comprehensive condition assessment on the Mark Edson Dam. The assessment included recommended action items which GDPUD will begin implementing this summer.

Mr. Brown concluded his report noting that the RFP is out for a consultant to provide an Emergency Action Plan and Inundation Mapping.

6. NEW BUSINESS

A. Review and Adopt Irrigation Applications for the 2018 Irrigation Season

Possible Board Action: Adopt Resolution 2018-19.

This item was pulled for Special Meeting.

B. Authorize General Manager to Execute a Professional Services Agreement with United Field Services Corporation in the Amount of \$172,000 for the Walton Lake Treatment Plant Tank 2 Recoating Project

Possible Board Action: Adopt Resolution 2018-21.

Mr. Creeks presented the staff report. The tanks were inspected in 2015. All the tanks need to be recoated, and the District is recoating one tank per year, starting first with the tanks that need it most.

The RFP went out February 6, 2018. The District received three responses, and United Field Services was the lowest bid.

Director Uso asked how often the tanks should be relined. Mr. Creeks responded that inspections should be done every five years to determine need.

Director Wadle asked if the bidding of this project was done consistent with the Uniform Cost Accounting (UCA) process that the Board approved a few months ago. Mr. Creeks responded that it was.

Director Wadle commented that this is exactly why the Finance Committee recommended that money be transferred from the Stumpy Meadows Reserve into Fund 43 – to fund projects like this.

Motion by Director Halpin to adopt Resolution 2018-21. Second by Director Hanschild.

Public Comment: A member of the public asked what material is used to recoat the tanks. Mr. Creeks responded that it is an approved epoxy paint. Someone else asked how people get water while the tank is being recoated. Mr. Creeks responded that the water bypasses the storage tank and continues to flow through the system without storing the water.

The motion passed unanimously.

- C. **Authorize General Manager to Execute a Professional Services Agreement with Bay Area Coating Consultants, Inc. in an amount not to exceed \$29,000 for Construction Management and Inspection Services for the Walton Lake Treatment Tank 2 Recoating Project**

Possible Board Action: Adopt Resolution 2018-22.

Darrell Creeks described the service that would be provided by BACC.

Motion by Director Halpin to adopt Resolution 2018-22. Second by Director Hanschild.

Public Comment: A member of the public asked how long it would take to perform the work. Mr. Creeks responded that it would be approximately 40 days.

The motion passed unanimously.

- D. **Authorize General Manager to Execute a Professional Services Agreement with Lance, Soll & Lunghard, LLP in the Amount of \$65,835.00 for Audit Services for FY 17/18-19/20**

Possible Board Action: Adopt Resolution 2018-23.

Management Analyst Christina Cross presented the staff report and recommendation. Ms. Cross reported that Staff circulated a Request for Proposals (RFP) for audit services, and four firms responded with proposals. Staff and Finance Committee Members Sierra Nyokka and Tom Crawford reviewed the proposals and selected the two top respondents, Richardson & Company and Lance, Soll & Lunghard, LLP (LSL), for interviews. Based upon information provided at the interviews, staff recommends LSL.

Director Uso asked for clarification about the Single Audit. Ms. Cross stated that the Single Audit would only be required if the District received more than \$750,000 in Federal funds in one year. Although the District is currently not receiving Federal funds, when the State provides money it may include some Federal funds, so it's always good to keep the Single Audit option open. The State will inform the District when Federal funds are included.

Director Wadle asked about training offerings provided by the auditor. Randy Young, LSL Manager, said the firm provides a GASB training seminar each year as well as in-house training as needed. Ms. Cross would receive this training.

Motion by Director Halpin to adopt Resolution 2018-23. Second by Director Hanschild.

Public Comment: A member of the public clarified that the optional Single Audit cost was included each year in the total \$65,835 and that the total amount would be reduced in the event a Single Audit was not required.

Finance Committee Chair Rick Gillespie noted that the Committee voted 5-0 to approve LSL.

The motion passed unanimously.

- E. Approve a Budget Amendment in the Amount of \$17,000.00 from Property Tax Revenue for the Low-Income Rate Assistance Program.**

Possible Board Action: Adopt Resolution 2018-24.

Ms. Cross the staff report and recommendation. The Low-Income Rate Assistance (LIRA) Program was approved at the last Board meeting in the amount of \$35,000 per fiscal year. The amount allocated to the remaining four months of FY 2018-19 is \$12,000. Staff estimates administrative costs for the four months to be \$5,000.

As of the first two weeks, staff time is at \$500. Staff is requesting a transfer of \$17,000 from property tax revenue to close out this year.

Director Hanschild asked how many applications have been received so far. Ms. Cross replied that at last count there were about 70 applications. Director Hanschild asked if they were coming in from the CARE program or individually. Ms. Cross replied that it's a mixture of both.

Director Uso indicated that he believes once the applications are in, the need for staff time will drop off dramatically. Ms. Cross responded that once staff is up to speed, there will be a need for outreach in order to get as much participation as possible. Director Uso agreed and said that with amount set aside, the District can accommodate 300 people.

Director Wadle pointed out that the Board had agreed to a total program cost of \$35,000 which includes administrative costs of \$15,000. Therefore, the amount approved for the remaining four months of the current fiscal year should be \$12,000 including the \$5,000 administrative cost.

Director Halpin agreed that the Board had approved a total cost of \$35,000, including administrative costs.

MOTION: Motion by Director Wadle to approve a budget amendment to fund the first four months of the Low-Income Rate Assistance program in the amount of \$12,000 per Staff's analysis. Second by Director Halpin.

Public Comment:

Cherie Carlyon asked how the quarter time person is scheduled. Mr. Palmer replied that it is not an actual person hired at 25% time, but an estimate of labor it takes to implement, so as it is set up now we ask staff to track their time to a separate cost center.

Bonnie Neeley commented that the application form is nearly impossible to find on the website.

A member of the public suggested that customer bills include an option to donate to the LIRA program. Director Uso and Mr. Palmer both noted that it was a good idea and might be discussed in the future, but for now, it was most important to get something started right away. Improvements can be made going forward.

Vote: The motion passed unanimously.

- F. Authorize Reimbursements for Directors to Attend the ACWA 2018 Spring Conference in Sacramento**

Possible Board Action: Adopt Resolution 2018-25.

Mr. Palmer presented the staff report and recommendation. Director Uso said that he would like to attend. Director Hanschild declined due to scheduling conflict. Director Halpin said he would like to attend.

Director Wadle commented that the staff report estimated the cost of hotel at \$180 per night, but the ACWA brochure gave the rate as \$205 per night plus taxes and fees.

Director Halpin commented that as a new Board Member he found it very helpful and valuable when he attended. There was some discussion regarding attendees driving down each day vs. staying overnight.

MOTION by Director Hanschild to adopt Resolution 2018-25. Second by Director Souza.

Public Comment: There were some generalized questions and comments from the audience regarding per person costs.

Vote:

Ayes: Hanschild, Souza, Uso, Wadle

Absent: Halpin (stepped out of room)

G. Authorize General Manager to Prepare and Submit Project Funding Cost Share Grant Program Requests to El Dorado County Water Agency for Fiscal Year 2018-2019

Possible Board Action: Direct General Manager to prepare and submit applications for projects presented.

Mr. Palmer presented the staff report and recommendation. The District currently has one open cost-sharing agreement with the Agency – an update to the Geographic Information System and development of an asset management system. Mr. Palmer asked for the Board's feedback on the recommended projects: A) North Fork American River Pumping Plant Evaluation; B) Main Ditch Reliability Project – 2018; C) Pipeline Replacement Project – 2018.

Director Wadle felt that projects B and C would be highest priority and asked how the projects were prioritized.

Mr. Palmer explained that the District has funds for projects B & C, but there is no identified funding source for project A. The idea is to first go after outside money for those projects for which there is no identified funding source.

Director Uso added that project A has to do with water rights and it would be prudent to begin the evaluation sooner rather than later.

Motion by Director Halpin to authorize GM to prepare and submit project funding requests or Cost Share Grant funding to the El Dorado County Water Agency for FY 2018-2019. Second by Director Hanschild.

Public Comment: Ms. Carlyon asked what the pumping station will do. Director Uso explained that the pad has been sitting there waiting for a GDPUD pumping station that has been planned for a long, long time, adding that the topic is not on the agenda so it can't be discussed in any detail.

The motion passed unanimously.

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

There being no further comments, the Board adjourned to closed session at 3:49 PM.

8. ADJOURN TO CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION: Potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case).

The Board returned to open session at 4:25 PM and reported that no action was taken in closed session.

9. NEXT MEETING DATE AND ADJOURNMENT – Next regular meeting is May 8, 2018, at 2:00 PM, at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, CA 95634.

The Board adjourned at 4:25 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 April 5, 2018.



Steven Palmer, PE, General Manager



Date

**GDPUD BOARD MEETING OF APRIL 10,
2018**

AGENDA ITEM 4B.1

**MONTH END CASH DISBURSEMENTS
REPORT**

Date...: Apr 6, 2018
Time...: 10:52 am
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
028701	03/14/18	AFL01	AMERICAN FAMILY LIFE INS	AFLAC Premiums	1537.58
Sub-Total: (1)					1537.58
Sub-Count: 1					
028702	03/14/18	CAL18	California State Disbursement	PAYROLL CLEARING-N. TILMAN	366.92
Sub-Total: (1)					366.92
Sub-Count: 1					
028703	03/14/18	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1399.75
Sub-Total: (1)					1399.75
Sub-Count: 1					
028704	03/14/18	IUO01	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	327.69
Sub-Total: (1)					327.69
Sub-Count: 1					
028705	03/14/18	IUO02	PEU LOCAL #1	UNION DUES-LOCAL 1	190.87
Sub-Total: (1)					190.87
Sub-Count: 1					
028706	03/19/18	COO07	COOL COMMUNITY ASSOCIATION INC 3/30/18	PUBLIC WORKSHOP: SECURITY CLEANING DEPOSIT	180.00
Sub-Total: (1)					180.00
Sub-Count: 1					
028707	03/19/18	COO07	COOL COMMUNITY ASSOCIATION INC 3/30/18	PUBLIC WORKSHOP: RENTAL FEE	180.00
Sub-Total: (1)					180.00
Sub-Count: 1					
028708	03/28/18	CAL18	California State Disbursement	PAYROLL CLEARING-N.TILMAN	366.92
Sub-Total: (1)					366.92
Sub-Count: 1					
028709	03/28/18	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1399.75
Sub-Total: (1)					1399.75
Sub-Count: 1					
028710	03/28/18	IUO01	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	327.69
Sub-Total: (1)					327.69
Sub-Count: 1					
028711	03/28/18	IUO02	PEU LOCAL #1	UNION DUES-LOCAL 1	190.87
Sub-Total: (1)					190.87
Sub-Count: 1					
028712	03/28/18	AAR01	AARP MEDICARERX SAVER PLUS, PD	AARP MEDICARE M DAVIS APRIL 2018	44.20
Sub-Total: (1)					44.20
Sub-Count: 1					
028713	03/28/18	ADT01	ADT SECURITY SERVICES	SECURITY SERVICES 3/21-4/20/18 6425 MAIN STREET	153.84
Sub-Total: (1)					153.84
Sub-Count: 1					

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
028714	03/28/18	ATT02	AT&T	UTILITIES-PHONE 530-333-4356 3/14-4/13/18	192.06
028714	03/28/18	ATT02	AT&T	UTILITIES-PHONE 530-333-4356 3/14-4/13/18	288.10
028714	03/28/18	ATT02	AT&T	UTILITIES-PHONE 530-333-4356 3/14-4/13/18	288.10
028714	03/28/18	ATT02	AT&T	UTILITIES-PHONE 530-333-1119 3/14-4/13/18	151.47
028714	03/28/18	ATT02	AT&T	UTILITIES-PHONE 530-333-9442 3/14-4/13/18	104.72
028714	03/28/18	ATT02	AT&T	UTILITIES-PHONE 234-343-7252 3/14-4/13/18	67.26
028714	03/28/18	ATT02	AT&T	UTILITIES-PHONE 234-371-7957 3/14-4/13/18	67.26
028714	03/28/18	ATT02	AT&T	UTILITIES-PHONE 530-885-6287 3/14-4/13/18	146.12
Sub-Total: (1)					1305.09
Sub-Count: 8					
028715	03/28/18	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE J. MANZER 4/1-4/30/18	298.35
028715	03/28/18	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE W. MANZER 4/1-4/30/18	298.35
028715	03/28/18	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE R. PRINCE JR 4/1-4/30/18	234.81
028715	03/28/18	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE M. WILSON 4/1-4/30/18	298.35
Sub-Total: (1)					1129.86
Sub-Count: 4					
028716	03/28/18	CAL16	CALTRONICS BUSINESS SYSTEMS CO	KONICA COPIER CONTRACT 2/14/18-3/13/18	249.33
Sub-Total: (1)					249.33
Sub-Count: 1					
028717	03/28/18	CHU02	CHURCHWELL WHITE, LLP	PROFESSIONAL SERVICES THROUGH 02/28/18	21090.95
Sub-Total: (1)					21090.95
Sub-Count: 1					
028718	03/28/18	CWS01	CORBIN WILLITS SYS. INC.	MONTHLY CHARGE FOR APRIL 2018	573.20
Sub-Total: (1)					573.20
Sub-Count: 1					
028719	03/28/18	DEL05	DELAGÉ LANDEN, INC	KONICA COPIER CONTRACT 3/1-3/31/18	238.61
028719	03/28/18	DEL05	DELAGÉ LANDEN, INC	FORMAX FOLDING MACHINE CONTRACT 3/1-3/31/18	193.97
Sub-Total: (1)					432.58
Sub-Count: 2					
028720	03/28/18	FER01	FERRELLGAS	UTILITIES-PROPANE	669.22
Sub-Total: (1)					669.22
Sub-Count: 1					
028721	03/28/18	GEO02	GEORGETOWN GAZETTE	CABY-NOTICE TO BIDDERS, WATER CONSERVATION	83.65
Sub-Total: (1)					83.65
Sub-Count: 1					
028722	03/28/18	GEO03	STEPHANIE BECK	DONUTS FOR STAFF MEETING	24.90
028722	03/28/18	GEO03	STEPHANIE BECK	DONUTS FOR STAFF MEETING	23.90
028722	03/28/18	GEO03	STEPHANIE BECK	POSTAGE FOR SAFETY VIDEO RETURN	3.00
028722	03/28/18	GEO03	STEPHANIE BECK	KEY FOR BRIAN RULE	4.29
028722	03/28/18	GEO03	STEPHANIE BECK	KELSEY - PROPANE FOR BURN PILES	26.30
028722	03/28/18	GEO03	STEPHANIE BECK	COUNTY ADMIN FEE	50.00
028722	03/28/18	GEO03	STEPHANIE BECK	POSTAGE FOR PACKAGE	7.20
028722	03/28/18	GEO03	STEPHANIE BECK	EVERYDAY DRINKING CUPS FOR BREAKROOM	10.69
028722	03/28/18	GEO03	STEPHANIE BECK	OIL CHANGE, FILTER, WASH FOR 2016 FORD F-150	43.89
Sub-Total: (1)					194.17
Sub-Count: 9					
028723	03/28/18	HAN04	HANGTOWN FIRE CONTROL	ANNUAL FIRE EXTINGUISHER SERVICE	102.68
028723	03/28/18	HAN04	HANGTOWN FIRE CONTROL	ANNUAL FIRE EXTINGUISHER SERVICE	102.68
028723	03/28/18	HAN04	HANGTOWN FIRE CONTROL	ANNUAL FIRE EXTINGUISHER SERVICE	102.69
028723	03/28/18	HAN04	HANGTOWN FIRE CONTROL	ANNUAL FIRE EXTINGUISHER SERVICE	102.69
Sub-Total: (1)					410.74

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
Sub-Count: 4					
028724	03/28/18	MAT02	MATHISGROUP	RETAINER DUE:1/2 OF TOTAL FOR GDPUD 2/21 & 2/22/18	3000.00
Sub-Total: (1)					3000.00
Sub-Count: 1					
028725	03/28/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE APRIL 2018	18.74
028725	03/28/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE APRIL 2018	46.85
028725	03/28/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE APRIL 2018	18.74
028725	03/28/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE APRIL 2018	46.85
028725	03/28/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE APRIL 2018	28.11
028725	03/28/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE APRIL 2018	221.09
028725	03/28/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE APRIL 2018	9.37
Sub-Total: (1)					389.75
Sub-Count: 7					
028726	03/28/18	ONT01	ONTRAC	ONTRAC DELIVERY SERVICE	39.85
Sub-Total: (1)					39.85
Sub-Count: 1					
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 9644745072-5 GW RD 2/16/18-3/19/18	69.42
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 1383483826-3 HOTCH HILL 2/14/18-3/15/18	52.82
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 8019291332-7 RES. RD 2/15/18-3/18/18	50.67
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 9592050405-7 IRISH LANE 2/15/18-3/18/18	33.46
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 7269328928-1 RES.RD/HLLW 2/15/18-3/18/18	21.32
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 9103062795-3 CASCADE TRAIL 2/16/18-3/19/18	225.39
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 0800178691-5 RADIO 2/14/18-3/15/18	47.41
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 2102211877-8 STORAGE YARD 2/14/18-3/15/18	185.18
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 7804325001-4 STREET LIGHT 2/14/18-3/15/18	10.85
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 2060545213-3 75% OF OFFICE 2/14/18-3/15/18	751.34
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 2060545213-3 25% OF OFFICE 2/14/18-3/15/18	250.44
028727	03/28/18	PAC02	PACIFIC GAS & ELECTRIC	PG&E 6228064022-8 STATION 16 2/16/18-3/19/18	714.34
Sub-Total: (1)					2412.64
Sub-Count: 12					
028728	03/28/18	POW01	POWERNET GLOBAL COMM.	Utilities-LONG DISTANCE 02/19/18-03/19/18	171.94
Sub-Total: (1)					171.94
Sub-Count: 1					
028729	03/28/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE APRIL 2018	174.90
028729	03/28/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE APRIL 2018	233.20
028729	03/28/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE APRIL 2018	58.30
028729	03/28/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE APRIL 2018	291.50
028729	03/28/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE APRIL 2018	174.90
028729	03/28/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE APRIL 2018	2099.25
028729	03/28/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE APRIL 2018	174.90
Sub-Total: (1)					3206.95
Sub-Count: 7					
028730	03/28/18	PRO04	PAUL FUNK	CLEANING SERVICES FOR MARCH 2018	250.00
Sub-Total: (1)					250.00
Sub-Count: 1					
028731	03/28/18	ROB02	ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION	615.12
028731	03/28/18	ROB02	ROBINSON ENTERPRISES	WATER TREATMENT FUEL USAGE ALLOCATION	231.09
028731	03/28/18	ROB02	ROBINSON ENTERPRISES	T & D TREATED WTR FUEL USAGE ALLOCATION	525.53
028731	03/28/18	ROB02	ROBINSON ENTERPRISES	ZONE FUEL USAGE ALLOCATION	46.60
028731	03/28/18	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	218.83
028731	03/28/18	ROB02	ROBINSON ENTERPRISES	ADMIN. FUEL USAGE ALLOCATION	.00
Sub-Total: (1)					1637.17
Sub-Count: 6					

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
028732	03/28/18	VER01	VERIZON WIRELESS	530-333-3494 CELL PHONE 02/16/18-03/15/18	53.83
028732	03/28/18	VER01	VERIZON WIRELESS	530-333-3760 CELL PHONE 02/16/18-03/15/18	26.91
028732	03/28/18	VER01	VERIZON WIRELESS	530-333-3760 CELL PHONE 02/16/18-03/15/18	26.92
028732	03/28/18	VER01	VERIZON WIRELESS	530-333-3872 CELL PHONE 02/16/18-03/15/18	53.83
028732	03/28/18	VER01	VERIZON WIRELESS	530-333-3940 CELL PHONE 02/16/18-03/15/18	53.83
028732	03/28/18	VER01	VERIZON WIRELESS	530-333-3970 CELL PHONE 02/16/18-03/15/18	.22
028732	03/28/18	VER01	VERIZON WIRELESS	530-333-3978 CELL PHONE 02/16/18-03/15/18	.31
028732	03/28/18	VER01	VERIZON WIRELESS	530-333-7608 CELL PHONE 02/16/18-03/15/18	26.83
028732	03/28/18	VER01	VERIZON WIRELESS	530-957-4413 CELL PHONE 02/16/18-03/15/18	53.83
028732	03/28/18	VER01	VERIZON WIRELESS	530-957-5427 CELL PHONE 02/16/18-03/15/18	53.83
028732	03/28/18	VER01	VERIZON WIRELESS	530-957-5471 CELL PHONE 02/16/18-03/15/18	53.83
028732	03/28/18	VER01	VERIZON WIRELESS	530-957-5472 CELL PHONE 02/16/18-03/15/18	53.83
028732	03/28/18	VER01	VERIZON WIRELESS	530-957-5492 CELL PHONE 02/16/18-03/15/18	53.83
Sub-Total: (1)					511.83
Sub-Count: 13					
028733	04/10/18	ACW05	ACWA/JPIA HEALTH	RETIREES HEALTH INSURANCE PREMIUMS MAY 2018	4090.46
028733	04/10/18	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS MAY 2018	2674.41
028733	04/10/18	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS MAY 2018	8137.08
028733	04/10/18	ACW05	ACWA/JPIA HEALTH	RETIREES HEALTH INSURANCE PREMIUMS MAY 2018	4654.49
028733	04/10/18	ACW05	ACWA/JPIA HEALTH	RETIREES HEALTH INSURANCE PREMIUMS MAY 2018	8984.38
028733	04/10/18	ACW05	ACWA/JPIA HEALTH	RETIREES HEALTH INSURANCE PREMIUMS MAY 2018	1867.43
028733	04/10/18	ACW05	ACWA/JPIA HEALTH	RETIREES HEALTH INSURANCE PREMIUMS MAY 2018	9528.62
028733	04/10/18	ACW05	ACWA/JPIA HEALTH	RETIREES HEALTH INSURANCE PREMIUMS MAY 2018	2524.67
Sub-Total: (1)					42461.54
Sub-Count: 8					
028734	04/10/18	ALL01	ALLEN KRAUSE	UNIT #4 REGULAR MAINTENANCE	57.70
028734	04/10/18	ALL01	ALLEN KRAUSE	DITCH - FIX BRUSHCUTTER	37.13
028734	04/10/18	ALL01	ALLEN KRAUSE	UNIT #11 REGULAR MAINTENANCE	131.86
028734	04/10/18	ALL01	ALLEN KRAUSE	UNIT #32 REGULAR MAINTENANCE	57.70
028734	04/10/18	ALL01	ALLEN KRAUSE	GALLON FUEL CANS FOR EQUIPMENT	42.90
028734	04/10/18	ALL01	ALLEN KRAUSE	GALLON FUEL CANS FOR EQUIPMENT	42.90
028734	04/10/18	ALL01	ALLEN KRAUSE	FLAT CHISEL FILE	32.14
Sub-Total: (1)					402.33
Sub-Count: 7					
028735	04/10/18	AME08	AMERICAN MESSAGING	PAGECOPY USAGE 03/23/18	10.73
Sub-Total: (1)					10.73
Sub-Count: 1					
028736	04/10/18	AND01	ANDERSON'S SIERRA PIPE CO	Mat. & Supp. T&D Treated W MATERIAL & SUPPLIES	153.87
028736	04/10/18	AND01	ANDERSON'S SIERRA PIPE CO	NEW SERVICES PARTS FOR IRRIGATION WATER	159.61
028736	04/10/18	AND01	ANDERSON'S SIERRA PIPE CO	NEW SERVICES PARTS FOR IRRIGATION WATER	159.61
Sub-Total: (1)					473.09
Sub-Count: 3					
028737	04/10/18	ANS01	ANSWERING SPECIALISTS INC	MARCH 2018 ANSWERING SERVICE	76.95
Sub-Total: (1)					76.95
Sub-Count: 1					
028738	04/10/18	BAR07	BARBOUR, CHRIS	BOOT REIMBURSEMENT	200.00
Sub-Total: (1)					200.00
Sub-Count: 1					
028739	04/10/18	BEA01	BUTTE EQUIPMENT RENTALS	ROCK FOR DITCH	325.00
Sub-Total: (1)					325.00
Sub-Count: 1					
028740	04/10/18	BEN04	BENNETT ENGINEERING SERVICES	PROFESSIONAL SERVICES FOR 2/1/18-2/28/18	763.06
Sub-Total: (1)					763.06
Sub-Count: 1					

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
028741	04/10/18	BOY02	BOYLE FUTURE TECHNOLOGY	ALTERNATOR FOR BULLDOZER	11.46
028741	04/10/18	BOY02	BOYLE FUTURE TECHNOLOGY	ALTERNATOR FOR BULLDOZER	11.46
028741	04/10/18	BOY02	BOYLE FUTURE TECHNOLOGY	ALTERNATOR FOR BULLDOZER	11.47
028741	04/10/18	BOY02	BOYLE FUTURE TECHNOLOGY	ALTERNATOR FOR BULLDOZER	11.46
Sub-Total: (1)					45.85
Sub-Count: 4					
028742	04/10/18	CAL03	CALIF RURAL WATER ASSN.	MEMBERSHIP DUES JUNE 2018-JUNE 2019	310.00
028742	04/10/18	CAL03	CALIF RURAL WATER ASSN.	MEMBERSHIP DUES JUNE 2018-JUNE 2019	310.00
028742	04/10/18	CAL03	CALIF RURAL WATER ASSN.	MEMBERSHIP DUES JUNE 2018-JUNE 2019	310.00
028742	04/10/18	CAL03	CALIF RURAL WATER ASSN.	MEMBERSHIP DUES JUNE 2018-JUNE 2019	310.00
Sub-Total: (1)					1240.00
Sub-Count: 4					
028743	04/10/18	CAR08	CSI	MONTHLY SERVICE FEE APRIL 2018	59.00
Sub-Total: (1)					59.00
Sub-Count: 1					
028744	04/10/18	CCS01	CCSINTERACTIVE	MONTHLY WEBSITE HOSTING	69.00
Sub-Total: (1)					69.00
Sub-Count: 1					
028745	04/10/18	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	45.00
028745	04/10/18	CLS01	CLS LABS	MONTHLY TREATMENT - RAW	80.00
028745	04/10/18	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	45.00
028745	04/10/18	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	45.00
Sub-Total: (1)					215.00
Sub-Count: 4					
028746	04/10/18	DIV05	PLACERVILLE AUTO PARTS, INC	AIR FILTER (SNOWCAT) & INJECTOR CLEANER (DIESEL)	27.24
Sub-Total: (1)					27.24
Sub-Count: 1					
028747	04/10/18	ELD16	EL DORADO DISPOSAL	UTILITIES-GARBAGE 6425 MAIN ST 3/1-3/31/18	103.58
028747	04/10/18	ELD16	EL DORADO DISPOSAL	UTILITIES-GARBAGE 3650 SWEETWATER TR 3/1-3/31/18	105.17
028747	04/10/18	ELD16	EL DORADO DISPOSAL	UTILITIES-GARBAGE 8180 BALDERSTON 3/1-3/31/18	105.17
Sub-Total: (1)					313.92
Sub-Count: 3					
028748	04/10/18	GEI02	GEI Consultants, Inc.	2017 PROFESSIONAL SERVICE AGREEMENT	3351.00
Sub-Total: (1)					3351.00
Sub-Count: 1					
028749	04/10/18	GEO01	GEORGETOWN ACE HDW	SAW BLADES FOR METER CHANGEOUTS	33.08
028749	04/10/18	GEO01	GEORGETOWN ACE HDW	PVC PIPE 20' x 2"	48.23
028749	04/10/18	GEO01	GEORGETOWN ACE HDW	SHOP SUPPLIES	73.91
028749	04/10/18	GEO01	GEORGETOWN ACE HDW	2 PART EPOXY	19.26
028749	04/10/18	GEO01	GEORGETOWN ACE HDW	UNIT #11 - PAINT AND BOLTS	17.14
028749	04/10/18	GEO01	GEORGETOWN ACE HDW	BACKPACK SPRAYER	91.15
Sub-Total: (1)					282.77
Sub-Count: 6					
028750	04/10/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	TRENCHER - MOVED CUST WATER LINES BY ALT PLANT	187.69
028750	04/10/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	SUPPLIES FOR ZONE	35.15
Sub-Total: (1)					222.84
Sub-Count: 2					
028751	04/10/18	GEO12	GEORGE SANDERS	CABY - DITCH LINING	1280.00

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
028751	04/10/18	GEO12	GEORGE SANDERS	ALT - WATER TREATMENT PLANT PROJECT	4027.80
Sub-Total: (1)					5307.80
Sub-Count: 2					
028752	04/10/18	GOO01	THE GOODYEAR TIRE & RUBBER COM DAPPER TIRE - LT245/75RI7 GOODYEAR DURATRAC TIRES		1168.48
Sub-Total: (1)					1168.48
Sub-Count: 1					
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	TEMP EMPLOYEE WAGES-CYNTHIA ADAMSON	703.68
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	TEMP EMPLOYEE WAGES-CYNTHIA ADAMSON	885.10
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (BOARD) TEMP EMPLOYEE WAGES	176.40
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (CABY) TEMP EMPLOYEE WAGES	19.60
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	CYNTHIA ADAMSON-TEMP EMPLOYEE WAGES	703.68
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (BOARD) TEMP EMPLOYEE WAGES	137.20
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	CYNTHIA ADAMSON-TEMP EMPLOYEE WAGES	175.92
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	MINDEE RALEY-TEMP EMPLOYEE WAGES	351.84
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (BOARD) TEMP EMPLOYEE WAGES	725.20
028753	04/10/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (ALT) TEMP EMPLOYEE WAGES	156.80
Sub-Total: (1)					4035.42
Sub-Count: 10					
028754	04/10/18	MYE01	Myers and Sons	CONTRACTOR'S APPLICATION #11	842549.68
Sub-Total: (1)					842549.68
Sub-Count: 1					
028755	04/10/18	NAT04	NATIONAL DOCUMENT	#9 BLUE RETURN, #10 WINDOW, BLANK PERFED PAPER	1490.15
028755	04/10/18	NAT04	NATIONAL DOCUMENT	BUSINESS CARDS: CHRISTINA CROSS & ADAM BROWN	145.36
Sub-Total: (1)					1635.51
Sub-Count: 2					
028756	04/10/18	NBS01	NBS	QUARTERLY ADMIN FEES 4/1-6/30/18	674.96
028756	04/10/18	NBS01	NBS	QUARTERLY ADMIN FEES 4/1-6/30/18	337.48
Sub-Total: (1)					1012.44
Sub-Count: 2					
028757	04/10/18	PAC02	PACIFIC GAS & ELECTRIC	7727208388-0 WALTON 02/27/18-03/27/18	2454.90
028757	04/10/18	PAC02	PACIFIC GAS & ELECTRIC	0967683154-9 ALT 02/27/18-03/27/18	5768.07
Sub-Total: (1)					8222.97
Sub-Count: 2					
028758	04/10/18	PSO01	PSOMAS	PROFESSIONAL SERVICES FROM 2/2/18-3/1/18	6839.50
Sub-Total: (1)					6839.50
Sub-Count: 1					
028759	04/10/18	ROB02	ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION	636.33
028759	04/10/18	ROB02	ROBINSON ENTERPRISES	WATER TREATMENT FUEL USAGE ALLOCATION	161.91
028759	04/10/18	ROB02	ROBINSON ENTERPRISES	T & D TREATED WTR FUEL USAGE ALLOCATION	880.00
028759	04/10/18	ROB02	ROBINSON ENTERPRISES	ZONE FUEL USAGE ALLOCATION	77.35
028759	04/10/18	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	301.75
028759	04/10/18	ROB02	ROBINSON ENTERPRISES	ADMIN. FUEL USAGE ALLOCATION	.00
028759	04/10/18	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	.00
Sub-Total: (1)					2057.34
Sub-Count: 7					
028760	04/10/18	SAN02	Santander Leasing	INTEREST-TRUCK LEASE PAYMENT	100.61
028760	04/10/18	SAN02	Santander Leasing	PRINCIPAL-TRUCK LEASE PAYMENT	1130.27
Sub-Total: (1)					1230.88
Sub-Count: 2					

Date...: Apr 6, 2018
Time...: 10:52 am
Run by.: Hannah Schnetz

Georgetown Divide PUD
BOARD CHECK REVIEW

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Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
028761	04/10/18	SIE12	MICHAEL S. SALLAC	#22 MAINTENANCE FOR DOZER	90.00
028761	04/10/18	SIE12	MICHAEL S. SALLAC	#22 MAINTENANCE FOR DOZER	90.00
028761	04/10/18	SIE12	MICHAEL S. SALLAC	#22 MAINTENANCE FOR DOZER	90.00
028761	04/10/18	SIE12	MICHAEL S. SALLAC	#22 MAINTENANCE FOR DOZER	90.00
Sub-Total: (1)					360.00
Sub-Count: 4					
028762	04/10/18	SMI01	JASON D. SMITH	PANTS REIMBURSEMENT	100.00
Sub-Total: (1)					100.00
Sub-Count: 1					
028763	04/10/18	THA01	THATCHER COMPANY OF CALIFORNIA	SODA ASH AND CHLORINE FOR 8108 BALDERSTON	1956.70
028763	04/10/18	THA01	THATCHER COMPANY OF CALIFORNIA	DEPOSIT REFUND	-560.00
028763	04/10/18	THA01	THATCHER COMPANY OF CALIFORNIA	DEPOSIT REFUND	-640.00
Sub-Total: (1)					756.70
Sub-Count: 3					
028764	04/10/18	USA03	USA BLUE BOOK	REISSUE CHECK FOR INVOICE # 475322	486.78
028764	04/10/18	USA03	USA BLUE BOOK	REISSUE CHECK FOR INVOICE # 476659	283.13
Sub-Total: (1)					769.91
Sub-Count: 2					
028765	04/10/18	VAU01	VAUGHN JOHNSON	PROF SVC:BANK REC/CLOSE MONTH END/PYRL/INVST RPT	1200.00
Sub-Total: (1)					1200.00
Sub-Count: 1					
028766	04/10/18	WIE01	WIENHOFF & ASSOCIATES INC	JACOB WALSH	70.00
Sub-Total: (1)					70.00
Sub-Count: 1					
028767	04/10/18	\B004	BOHLEN, SHARON A	MQ CUSTOMER REFUND FOR BOH0006	98.99
Sub-Total: (1)					98.99
Sub-Count: 1					
028768	04/10/18	\B005	BYRNE, JERYN	MQ CUSTOMER REFUND FOR BYR0007	91.08
Sub-Total: (1)					91.08
Sub-Count: 1					
028769	04/10/18	\C009	CORNISH, MARVIN & RENEE	MQ CUSTOMER REFUND FOR COR0043	257.27
Sub-Total: (1)					257.27
Sub-Count: 1					
028770	04/10/18	\G001	GONG, QINZHI	MQ CUSTOMER REFUND FOR GON0013	32.26
Sub-Total: (1)					32.26
Sub-Count: 1					
028771	04/10/18	\R006	ROMAN, LUIS/ANGELICA	MQ CUSTOMER REFUND FOR ROM0008	121.19
Sub-Total: (1)					121.19
Sub-Count: 1					
028772	04/10/18	\S004	SEXTON, JOHN/SALLY	MQ CUSTOMER REFUND FOR SEX0002	101.93
Sub-Total: (1)					101.93
Sub-Count: 1					

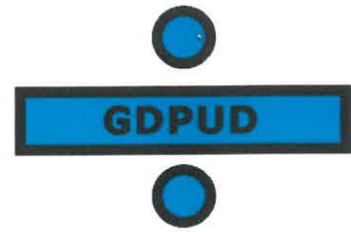
Date...: Apr 6, 2018
Time...: 10:52 am
Run by..: Hannah Schnetz

Georgetown Divide PUD
BOARD CHECK REVIEW

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Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
028773	04/10/18	\S006	ST AMANT, ANTONIO/LESLIE	MQ CUSTOMER REFUND FOR STA0063	110.32
Sub-Total: (1)					110.32
Sub-Count: 1					
Grn-Total:					973093.99
Ttl-Count: 193					


**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 10, 2018
AGENDA ITEM NO. 4.C.**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: 2018 GEORGETOWN KIDS FISHING DERBY

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Steven Palmer, PE, General Manager 

BACKGROUND

The US Forest Service has requested the District's support for the 2018 Georgetown Kids Fishing Derby by allowing the use of Lake Walton. They have also requested that individuals not associated with the Derby refrain from fishing at the lake between noon on Thursday, May 31, and 1:30 pm on Saturday, June 2, while their staff prepares for the Derby and during the event. The District has supported this activity for many years and has found the US Forest Service's preparation and clean-up after the fishing derby to be satisfactory.

DISCUSSION

Resolution 2018-16 approves the use of Lake Walton for the Georgetown Kids Fishing Derby and authorizes the District staff to request individuals not associated with the Derby to refrain from fishing in Lake Walton between noon on Thursday, May 31, and 1:30 PM on Saturday, June 2, 2018.

FISCAL IMPACT

There is no fiscal impact requiring a budget adjustment.

CEQA ASSESSMENT

Not a CEQA project.

RECOMMENDED ACTION

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt Resolution 2018-16.

ATTACHMENTS

Resolution 2018-16

RESOLUTION NO. 2018-16
OF THE BOARD OF DIRECTORS OF
THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
IN SUPPORT OF THE 2018 GEORGETOWN KIDS FISHING DERBY

WHEREAS, the US Forest Service has requested the support of the Georgetown Divide Public Utility District for the 2018 Georgetown Kids Fishing Derby by allowing the use of Walton Lake;

WHEREAS, the communities of the Divide enjoy the opportunity for youngsters to compete at Lake Walton in the Annual Georgetown Kids Fishing Derby; and

WHEREAS, much effort on the part of local agencies, businesses, and individuals goes into making the Derby a fulfilling and successful event for the children; and

WHEREAS, Lake Walton is stocked with fish by the US Forest Service immediately before the Derby for the benefit of the children participating in the Derby; and

WHEREAS, individuals fishing immediately before the Derby may take advantage of the fish stock which have been arranged and intended for the children;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT approves the request by the US Forest Service for the use of Lake Walton for the 2018 Georgetown Kids Fishing Derby and requests that individuals not associated with the Derby refrain from fishing in Lake Walton between noon on Thursday, May 31, 2018, and 1:30 P.M. on Saturday, June 2, 2018.

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT this 10th day of April 2018.

AYES:

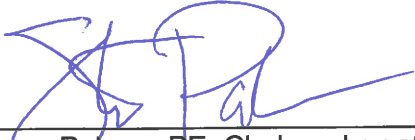
Helpin, Henschel, Souza, Uso, Wadde

NOES:

ABSENT/ABSTAIN:

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

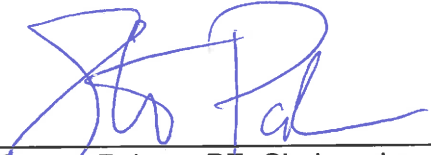
ATTEST:



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 2018-16** duly and regularly adopted by the Board of Directors of THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, on the 10th day of April 2018.



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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 10, 2018
AGENDA ITEM NO. 4.D.**



AGENDA SECTION: CONSENT CALENDAR

**SUBJECT: LEASE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY
FOR THE COMMUNICATIONS FACILITIES AT HOTCHKISS HILL
TANK SITE**

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, PE, General Manager" in the "APPROVED BY" line.

BACKGROUND

Pacific Gas & Electric Company (PG&E) has leased space for communications facilities at the District's Hotchkiss Hill Tank Site (Site) since 1997. A Site location map is included as Attachment 1, and Site photos are included as Attachment 2. Through two agreements and subsequent extensions, that lease has continued until it expired on July 14, 2017 (Attachment 3). The District and PG&E were involved in negotiations for several months and Staff has reached an agreement with PG&E (Attachment 4).

DISCUSSION

The attached agreement (Attachment 4) was negotiated between PG&E and District Staff, and approved by District legal counsel. The agreement allows PG&E to continue to lease space within the building at the Site for small communication equipment, and space on the water storage tank for an antenna.

The agreement provides for one five-year term, one automatic five-year extension, and one one-year extension. The agreement may be terminated during the initial term or five-year extension period with a three hundred sixty (360) day notice, or during the one-year extension with a one hundred eighty (180) day notice.

In consideration of this agreement, PG&E will pay the District \$5,640 prepaid per year as rent. The rent automatically increases by 3% each year. PG&E will also pay the District a one-time \$5,000 administrative review fee upon execution of this agreement.

FISCAL IMPACT

The District received \$5,123.92 in rent from PG&E for Fiscal Year 2016-2017 and included annual increases of 4% per year. The new agreement represents a 10% increase in rent from the current agreement, and annual increases of 3% per year. Including the one-time administrative review fee of \$5,000 the District will receive \$34,944 over the first five-year term. This is \$6,081 more than what would be paid under the previous agreement.

CEQA ASSESSMENT

This action is exempt from CEQA under Section 15301, Existing Facilities, since it is related to leasing of a public facility.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution 2018-18 authorizing the General Manager to execute the Lease Agreement with PG&E.

ALTERNATIVES

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

ATTACHMENTS

1. Site Location Map
2. Site Photos
3. Prior Lease Agreements and Extensions
4. Lease Agreement
5. Resolution 2018-18



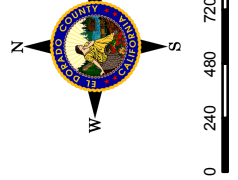
Hotchkiss Hill Tank Site

April 4, 2018

- Highway Labels
- Major Roads
- Highways
- Minor Roads

- Cities
- Parcels
- County Outline
- Rivers
- Lakes
- County Outline

- Green: Band_2
- Blue: Band_3







2112101185

2112-10-1185

GDPUD Board Meeting of 4/10/2018
AGENDA ITEM NO. 4D
Attachment 3

COMMUNICATIONS LEASE AGREEMENT
HOTCHKISS HILL

THIS AGREEMENT entered into this 23rd day of July, 1997, by and between GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, a California corporation, hereinafter called "LANDLORD", and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E",

W I T N E S S E T H:

(APN 061-740-47)

WHEREAS, Landlord has under its possession and control a vault and tower for radio communications facilities located upon that certain mountain top known as Hotchkiss Hill, hereinafter called the "Premises", in the County of El Dorado, State of California, and

WHEREAS, PG&E desires to lease space in Landlord's vault and antenna tower for its own radio communication equipment, and Landlord has such space available for occupancy;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms and conditions hereinafter set forth in this agreement, the parties agree as follows:

1. **LEASE:** Landlord leases to PG&E vault space and tower space for the operation and maintenance of radio communication equipment (hereinafter "Leased Premises") as shown in EXHIBIT "A" attached hereto and made a part hereof.

2. **TERM AND TERMINATION:**

(a) The term of this lease shall be five (5) years, commencing on July 15, 1997, and terminating on July 14, 2002, provided that either party may terminate this lease by giving notice in writing to the other of not less than 90 days. Upon the termination or expiration of this lease, PG&E shall remove all facilities installed on the leased premises by PG&E and surrender the leased premises in as good condition as when PG&E first takes possession hereunder, reasonable use, wear and tear excepted.

3. **RENT:** Upon the commencement of this lease, PG&E shall pay the sum of three hundred dollars (\$300.00) annually in advance for the term of this Lease. Rent shall include the cost of primary and standby power. In the event this lease is terminated, any prepaid rent or other amounts paid in advance shall be non-refundable.

4. **LATE PAYMENTS:** If any installment of rent or a sum due from PG&E is not received by Landlord within 15 days from the date it is due, PG&E agrees to pay Landlord a fixed late charge of 10 percent or the maximum allowed by law, whichever is less, of the rent or sum due. In the event PG&E is more than 30 days late in paying this rent or other sum due, Landlord, at its sole option, may immediately terminate this lease.

5. **RENEWALS:** PG&E, at its option, may extend the term of this lease for one (2) additional periods of five (5) years, on the same terms and conditions by written notice to Landlord at least sixty (60) days prior to the expiration of the initial term.

P. G. & E. CO.
COPY

6. ELECTRICAL SERVICE: Landlord shall provide commercial electric service to be used jointly by PG&E and any other parties designated by Landlord. Landlord will not however, furnish said service except when service is available for use by Landlord. Landlord makes no guarantee as to the reliability of said service.

7. TENANT'S OPERATIONS:

(a) PG&E shall install, operate, and maintain its radio communication equipment in accordance with the highest engineering standards now or hereinafter employed in the industry and in accordance with all applicable laws and regulations of the Federal Communications Commission or any other governmental agency having control or regulation over such operations. In the event that PG&E's installation, operation, or maintenance of its equipment shall create any interference with the operation of Landlord's equipment or the equipment of Landlord's other tenants at the leased premises, PG&E shall immediately, at its own expense, take such reasonable steps as may be recommended by Landlord to eliminate such interference. If PG&E is unable or refuses to eliminate such interference, Landlord may terminate this agreement and PG&E shall promptly remove its equipment from the leased premises.

(b) In the event the installation, operation, or maintenance of equipment by any other user subsequent to PG&E's installation on Landlord's premises interferes with the operation of PG&E's equipment, Landlord shall promptly upon receipt of notice of said interference from PG&E, require the other user to immediately take such reasonable steps as may be recommended by PG&E to eliminate such interference.

8. SITE SUITABILITY: PG&E shall determine the suitability of the use of said site for its intended use and assumes all risk and liability whatsoever in connection with such determination. Landlord shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use or inability to use Landlord's site. PG&E ACKNOWLEDGES THAT NO WARRANTIES, REPRESENTATIONS, PROMISES OR STATEMENTS WHATSOEVER OTHER THAN THE FOREGOING HAVE BEEN MADE BY LANDLORD.

9. INDEMNITY: PG&E shall indemnify and hold harmless the Landlord and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work or the contractual rights described herein, caused in whole or in part by any negligent act or mission of PG&E, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Landlord.

10. ACCESS: For the purposes of ingress and egress from the leased premises, PG&E shall use such public roads and lanes as may be available. PG&E shall keep all gates closed and locked at all times.

11. INSURANCE: PG&E shall procure and maintain, at its own cost and expense at all times during the term of this agreement the following coverage:

(a) Public liability insurance covering and insuring all parties hereto (including coverage for owned and non-owned automobiles), with a combined single limit coverage of \$500,000 for all damages because of bodily injury, or death to any person and damage to or destruction of property, including the loss of use thereof, arising from each accident or occurrence. Said policy or policies or certificates shall contain a provision that written notice of cancellation or any material change shall be delivered to Landlord thirty (30) days in advance of the effective date thereof.

(b) Workers' Compensation Insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, whether federal or state, where Contractor or Subcontractor operates, and Employers' Liability insurance of not less than \$500,000 for injury or death per accident.

(c) If PG&E is self-insured, it may submit evidence of a program of self-insurance for the above coverage to Landlord in lieu of the above required policy or certificate.

12. DEFAULT: If PG&E defaults in the payment of any sum payable herein or if PG&E fails to perform or observe any agreement or condition to be performed or observed hereunder, or if PG&E becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefit of creditors, or if a petition for a receiver or under the Bankruptcy Act is filed by or against PG&E, Landlord may declare all payments accrued and to accrue over the term of this agreement become immediately due and payable. If said sum is not paid ON DEMAND, Landlord shall have the right without notice to PG&E to discontinue permanently PG&E's use of Landlord's site. The rights and remedies herein contained are cumulative and PG&E shall remain liable as aforesaid for sums accrued and to accrue hereunder, notwithstanding the permanent discontinuance of the use of PG&E's rights hereunder, including the reasonable fees of any attorney. Waiver by Landlord of any default shall not be a waiver of any other default.

13. MAINTENANCE: Landlord shall use reasonable care in the maintenance of the site but shall not be responsible or liable to PG&E for any failure or disruption in the use of PG&E's equipment resulting therefrom. Landlord assumes no liability for the maintenance of PG&E's equipment.

14. PROPERTY TAXES: PG&E agrees to pay all personal property taxes levied on account of personal property owned by PG&E on the Leased Premises and shall pay all local, state, and federal license fees necessary for the operation of its communication system on the site.

15. NOTICES: All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, or by a reliable overnight carrier, and addressed to the prospective parties as follows:

Landlord: General Manager
Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634

PG&E: Pacific Gas and Electric Company
P.O. Box 770000
Mail Code N10A
San Francisco, CA 94177
Attn: Director of Land Rights and Resource Management

Either party may change said address by giving notice to the other party as provided in this paragraph.

16. MODIFICATION:

(a) This Agreement constitutes the entire agreement between the parties and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.

(b) This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing, executed by the parties hereto or their legal representative.

17. ASSIGNMENT: This lease agreement is personal to PG&E, and it is not assignable without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

18. MISCELLANEOUS:

(a) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement shall not be affected.

(b) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

IN WITNESS WHEREOF, the parties have executed this lease agreement this 23rd day of July, 1997.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

[Signature]
President, Board of Directors

PACIFIC GAS & ELECTRIC COMPANY
a California corporation

By: [Signature]
LU de SILVA
Director of Land Rights and Resource Management

Approved by Computer & Telecom Svcs.

[Signature]
Russ Townsend, Field Services Supervisor

T.12 N., R.10E., MDB&M
Sec. 1, SE4 of SW4
El Dorado County
Sierra Division

4 sq. feet

EXHIBIT A

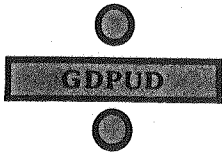
EQUIPMENT DESCRIPTION

Radios:

- 1 Microwave Data System 2310 900 Mhz SCADA Repeater
928.8375 (Tx)/952.8375 (Rx)
- 1 MDS 9310 Master Spread Spectrum Radio 900-928 MHz

Antennas:

- 2 SCALA TY900 2' L x 6" W Directional Yagi



GEORGETOWN DIVIDE

Public Utility District

P.O. BOX 4240

PHONE (530) 333-4356

GEORGETOWN, CALIFORNIA 95634

FAX (530) 333-9442

September 5, 2008

Tom DeAge
PG & E Technical Land Services
2555 Myrtle Av
Eureka CA 95501

Dear Mr. DeAge:

Enclosed is a fully executed copy of the lease agreement between Georgetown Divide Public Utility District and Pacific Gas and Electric. Thank you for your assistance with this matter.

Please call me if you have any questions.

Sincerely,

Mary Pat Frick
Business/Finance Manager

9/5/08
Dolly -
FUI please
make any notes
that you need
to about this
lease
& then
file for me.

Thanks!
Mary Pat

THE WRIGHT LAW OFFICE

Attorneys at Law

3461 Robin Lane, Suite 3
Cameron Park, California 95682

William M. Wright
billofwrightrights@sbcglobal.net

(530) 676 - 8096
Fax: (530) 676 - 8426

August 28, 2008

To: Hank White

From: William M. Wright

Re: PG&E Lease – Hotchkiss Hill

Dear Hank:

Enclosed is the following:

Two originals of the Hotchkiss Hill lease. Please sign both, keep one for your files, and send one original back to PG&E. It should be addressed to:

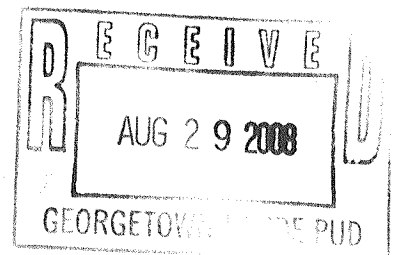
Tom DeAge, Land Agent
PG&E Technical Land Services
2555 Myrtle Avenue
Eureka, CA 95501

Very truly yours,



William M. Wright

WMW:cf
Enclosure



**LEASE AGREEMENT BETWEEN
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT AND
PACIFIC GAS AND ELECTRIC COMPANY.**

Hotchkiss Hill Site

THIS LEASE AGREEMENT ("Lease") entered into as of this 22 day of August, 2008, by and between **Georgetown Divide Public Utility District** ("Landlord") and **Pacific Gas and Electric Company** ("Tenant"), a California corporation.

RECITALS

The parties enter into this Agreement on the basis of the following facts, understandings, and intentions.

A. Landlord owns a vault and tower atop its water storage tank located at 6671 Chipmunk Ridge Road, in the Hotchkiss Hill Subdivision, one mile east of Georgetown,, County of El Dorado, California ("Leased Premises"), described on Exhibit "A" to this Lease, used for radio communications facilities.

B. Subject to the following terms and conditions, Landlord leases to Tenant vault space and tower space for the operation and maintenance of Tenant's radio communication equipment ("Facilities"). The specifications and type of Facilities to be installed are attached as Exhibit "B."

C. Tenant leased the Premises at Hotchkiss Hill from Landlord pursuant to a Lease Agreement dated July 23, 1997, which lease expired on July 14, 2007. The parties intend to continue leasing the Leased Premises pursuant to the terms and conditions provided herein.

AGREEMENT

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

1. **Leased Premises.** Landlord hereby leases the Premises to Tenant and provides access to the Premises as provided in Section 5.
2. **Term and Termination.** The Lease Term is for a period commencing on July 15, 2007 (the "Commencement Date"), and shall expire on July 14, 2012. Tenant may, at its option, extend the Lease Agreement for one additional five year period, subject to renegotiation of its terms for the second five-year period. Either party may terminate this lease by giving notice in writing to the other of not less than 90 days.

3. Rent.

(a) In consideration of the rights granted by this Lease, Tenant shall pay Landlord the sum of Three Thousand Six Hundred Dollars (\$3,600.00) prepaid per year, as rent ("Rent"). Rent shall accrue and be due and owing in the amount of Three Thousand Six Hundred Dollars (\$3,600.00) per year from July 15, 2007, the Commencement Date of this Lease Agreement.

(b) The first annual payment of the Rent shall be due and payable upon execution by Tenant of this Lease Agreement, regardless of the Commencement Date, and shall be deemed delinquent if not received by Landlord within fifteen (15) days from the date of execution by Tenant of this Lease Agreement.

(c) The Rent shall be prepaid annually, and shall be due and payable each year on July 15. If the Rent is not received by Landlord on or before the thirtieth (30th) day of July each year, the Rent shall be deemed delinquent. If the Rent is not paid before delinquency, then the amount due and unpaid shall be subject to a late charge at the rate of ten percent (10%) of the overdue amount, or the maximum allowed by law, whichever is less, of the sum of the rent due. In the event the tenant is more than thirty (30) days late in paying this rent or other sum due, Landlord, at its sole option, may immediately terminate this lease.

(d) On each annual anniversary of the Commencement Date of this Lease Agreement, the amount of rent payable shall be increased by four percent (4%).

4. Use. Tenant shall install, operate, and maintain its radio communication equipment in accordance with the highest engineering standards now or hereinafter employed in the industry and in accordance with all applicable laws and regulations of the Federal Communications Commission or any other governmental agency having control or regulation over such operations. In the event that Tenant's installation, operation, or maintenance of its equipment creates any interference with the operation of Landlord's equipment or the equipment of Landlord's other tenants at the Leased Premises, tenant shall immediately, at its own expense, take such reasonable steps as may be recommended by Landlord to eliminate such interference. If Tenant is unable or refuses to eliminate such interference, Landlord may terminate this agreement and tenant shall promptly remove its Facilities from the Leased Premises.

There shall be no increase in permitted uses of the Leased Premises without the prior written approval of the Landlord.

Upon the expiration or earlier termination of this Lease, Tenant shall remove all Tenant's Facilities from the Leased Premises.

5. **Access.** Landlord shall provide access to Tenant, Tenant's employees, agents, contractors, and subcontractors, to the Leased Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Tenant.

6. **Maintenance and Repair.** Landlord shall maintain and repair the Leased Premises at its sole cost and expense. Tenant shall maintain its Tenant's Facilities and any personal property installed by Tenant on the Leased Premises at its sole cost and expense. Any damage to the Leased Premises caused by Tenant, its sublessees, licensees, employees, agents, or invitees, shall be promptly repaired at the sole cost and expense of Tenant. If Tenant fails to make any repairs to the Leased Premises occasioned by the acts of Tenant, its employees, agents, or invitees, Landlord may, at its option, cause such repairs to be made and demand reimbursement from Tenant for the cost of the repairs. Failure to maintain and repair Tenant's Facilities shall be considered a material default. Tenant shall notify Landlord if Tenant becomes aware of necessary repairs on Landlord's Property.

7. **Landlord's Representations and Warranties.** Landlord does not represent or warrant that the Leased Premises are suitable for Tenant's intended use. Tenant may, at Tenant's option, conduct a title search of that portion of Landlord's Property that will be used by Tenant to conduct its business to ascertain its suitability for Tenant's intended use. Tenant is responsible for obtaining all required permits for Tenant's Facilities.

8. **Surrender of Leased Premises.** Upon the expiration or earlier termination of this Lease, Tenant will surrender the Leased Premises to Landlord and shall remove from the Leased Premises all of Tenant's Facilities. Tenant shall return the Leased Premises substantially to its condition at the commencement of the Existing Lease Agreement, subject to reasonable wear and tear.

9. **Change of Location of Leased Premises.** Landlord owns a 120 foot "tree pole" tower ("Tower") located at 6671 Chipmunk Ridge Road, Georgetown, CA, near the Leased Premises, which was completed in November, 2007. Tenant may petition Landlord to move its Facilities to the Tower at any time during the five-year period of this Lease Agreement. If Tenant elects to move its Facilities pursuant to this section, this lease will be renegotiated by the parties prior to the move.

10. **Default.**

(a) **Default by Tenant.** The occurrence of any one or more of the following events shall constitute a material default under and breach of this Lease by Tenant:

i. **Nonpayment of Rent.** Failure to pay Rent or any other amount due and payable hereunder upon the date when such payment is due, such

failure continuing for a period of ten (15) days after receipt of written notice from Landlord to Tenant, specifying the alleged default and the applicable provisions of this Lease;

ii. **Other Obligations.** Failure to observe or perform any obligation, agreement, or provision under this Lease other than the payment of Rent or other monies due, such failure continuing for thirty (30) days after Tenant receives notice of such failure specifying the alleged default and the applicable provisions of this Lease; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecutes the same to completion;

iii. **Violation of Law.** Tenant violates or allows a violation of any applicable law, rule, statute, ordinance, order, or regulation, including without limitation, all regulations of the Occupational Safety and Health Administration, applicable to the Tenant's Facilities and/or Tenant's use of the Leased Premises or by reason of the exercise of any rights under or with respect to this Lease and does not cure such violation within thirty (30) days of the date of the notice from the Landlord to the Tenant specifying the alleged violation, the applicable provision of this Lease, and demanding such cure; or, if such violation is curable but not curable within such thirty (30) day period, within such period of time as is reasonably necessary to accomplish such cure.

iv. **Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of Tenant's assets, an assignment by Tenant for the benefit of its creditors, or the filing of a voluntary or involuntary petition in bankruptcy by Tenant's creditors, if such appointment, assignment, or petition remains undischarged for a period of ninety (90) days.

(b) **Default by Landlord.** Failure by Landlord to perform or observe any obligation, agreement, or provision under this Lease to be performed or observed by Landlord shall constitute a default by Landlord if the failure is not cured within thirty (30) days after receipt of written notice thereof has been given by Tenant to Landlord specifying the alleged default and the applicable provisions of this Lease; provided, however, that if the nature of Landlord's default is such that the same cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

11. Remedies upon Default.

(a) **Landlord's Remedies.** Upon the occurrence of a default by Tenant to perform or observe any obligation, agreement, or provision of this Lease (after the expiration of

all applicable notice, grace, and cure periods), Landlord shall be entitled to the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

i. **Termination.** Landlord shall have the right, with or without notice immediately to terminate this Lease, and at any time thereafter recover possession of the Leased Premises and expel therefrom Tenant and repossess the Leased Premises, but not the Tenant's Facilities or Tenant's trade fixtures, without prejudice to any of the remedies that Landlord may have under this Lease or under law by reason of Tenant's default. Landlord maintains the right to sue Tenant, in a court of law, for all damages which result from Tenant's failure to comply with the terms and conditions of the Lease.

ii. **Continuation after Default.** This Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 11.a(i) above, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover the Rent as it becomes due without terminating this Lease. Acts of maintenance, preservation, or efforts to rent the Leased Premises or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

iii. **Damages upon Termination.** Should Landlord terminate this Lease pursuant to the provisions of Section 11.a(i) above, Landlord shall have all its rights and remedies under this Lease in addition to any other rights and remedies to which Landlord may be entitled under applicable law.

(b) **Tenant's Remedies.** Upon the occurrence of a default by Landlord to perform or observe any obligation, agreement, or provision of this Lease (after the expiration of all applicable notice, grace, and cure periods), Tenant shall have the right to terminate this Lease upon ten (10) days' written notice to Landlord and at any time thereafter, subject to supervision of Landlord, remove its Tenant's Facilities from the Leased Premises without prejudice to any other rights and remedies available to Tenant at law or in equity.

12. **Destruction of Leased Premises.** If the Leased Premises, or Property, are destroyed or damaged by other than Tenant's acts or activities so as to hinder the effective use of any of the Tenant's Facilities in Tenant's judgment, Tenant may elect at any time up to ninety (90) days after the date of the damage or destruction to terminate this Lease. If this Lease is terminated by Tenant subject to this Section, all rights and obligations of Tenant to Landlord shall cease as of the date of the damage or destruction. Tenant shall have sixty (60) days from the date it terminates this Lease to remove Tenant's Facilities and all other personal property which it owns from the Leased Premises and the Property.

13. Termination for Operational Reasons. If Tenant determines that the Leased Premises are no longer appropriate for Tenant's operations for economic, environmental, or technological reasons or if Tenant does not secure or maintain all appropriate or applicable agreements, approvals, permits, and licenses or receive other requisite authorization for Tenant's intended use of the Leased Premises, Tenant may terminate the Lease upon ninety (90) days prior written notice to Landlord. In addition, if any such agreement, approval, permit, license, or other requisite authorization is revoked or canceled for any reason, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord. Tenant shall act with due diligence to obtain and maintain such agreements, approvals, permits, and authorizations.

14. Insurance.

GENERAL INSURANCE REQUIREMENTS:

Tenant shall provide a certificate of insurance satisfactory to Landlord evidencing that Tenant maintains insurance that meets the following requirements. In lieu of this requirement, Tenant may provide proof of a policy of insurance satisfactory to Landlord and documentation evidencing that Tenant maintains said insurance so long as Tenant's insurance meets these same requirements and standards, and subject to Tenant assuming the same obligations as follows:

Full Workers' Compensation and Employer's Liability Insurance covering all employees performing work under the Agreement as required by law in the State of California.

General liability coverage, of not less than \$5,000,000 per occurrence (\$10,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$5,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$5,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to Landlord. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Landlord, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-VII, or equivalent, or as otherwise approved by Landlord. In the event that the Tenant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Tenant's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

If Tenant is self-insured, Tenant shall provide Landlord with written acknowledgment of this fact at the time of the execution of this Lease. Thereafter, upon request, Tenant shall provide Landlord with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this Lease, Tenant abandons its self-

insured status, Tenant shall immediately notify Landlord of this fact. Upon abandonment of Tenant's self-insurance status, Tenant shall be required to provide insurance coverage and certification as outlined above.

PROOF OF INSURANCE REQUIREMENTS:

- A. Certificates that the insurance required herein is being maintained shall be provided to Landlord. The insurance will be issued by an insurance company reasonably acceptable to Landlord, or be provided through partial or total self-insurance likewise acceptable to Landlord.
- B. The Landlord is named as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation. Proof that the Landlord is named additional insured shall be made by the insurance certificate provided to the Landlord.
- C. In the event an occurrence policy cannot be provided, insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement shall be provided to Landlord.

INSURANCE NOTIFICATION REQUIREMENTS:

- A. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to Landlord.
- B. Tenant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Tenant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year (for an occurrence policy) or three (3) years (for a claims made policy). New certificates of insurance are subject to the reasonable approval of Landlord.

COMMENCEMENT OF PERFORMANCE:

Tenant shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance policy is achieved.

MATERIAL BREACH:

Failure of Tenant to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS:

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Landlord.

PRIMARY COVERAGE:

Tenant's insurance coverage shall be primary insurance as respects Landlord. Any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be in excess of Tenant's insurance and shall not contribute with it.

PREMIUM PAYMENTS:

The insurance companies shall have no recourse against Landlord, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by an insurance company.

TENANT'S OBLIGATIONS:

Tenant's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

WAIVER OF SUBROGATION:

All insurance policies carried by either party covering the Property and/or the Leased Premises shall expressly permit that party to waive any right on the part of the insurer to make any claim against the other party. Landlord and Tenant each hereby waive all claims and rights against the other and their respective partners, agents, officers and employees, for any death or injury to persons or damage or destruction of property or business which shall occur on or about the Leased Premises or the Property and shall result from any of the perils insured under any policies of insurance maintained by Landlord or Tenant, regardless of cause, including the negligence and intentional wrongdoing of either party and their respective partners, agents, officers and employees

15. Indemnity.

(a) To the fullest extent allowed by law, the Tenant shall defend, indemnify, and hold Landlord, its officers, agents, employees and volunteers harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Landlord's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with this Lease by Tenant, its agents or employees including Tenant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Landlord, Tenant, subcontractor(s) and employee(s) or any of these, except for the gross negligence or willful misconduct of Landlord, its officers and employees, and except as expressly proscribed by statute. Tenant agrees that it has inspected the Leased Premises and the location of Tenant's Facilities at the Leased Premises and is aware and in addition to indemnifying Landlord as set forth above it assumes any and all risks on behalf of its employees or agents associated with accessing the Leased Premises and Tenant's Facilities, including, but not limited to, climbing up to and down from the water storage tank, in order to maintain, repair or otherwise service Tenant's Facilities. Tenant shall be responsible for instructing all its agents or employees who go to the Leased Premises on the proper safety measures for accessing the site and all governmental rules, regulations or statutes that relate to the safe access of the site. The Tenant is responsible to ensure that its Facilities comply with all local, State and Federal laws and regulations, including all requirements of the Occupational Safety and Health Administration ("OSHA"). This duty of Tenant to indemnify and save the Landlord harmless includes the duties to defend set forth in California Civil Code Section 2778.

(b) The indemnification provisions of this Section 17 shall survive the expiration or earlier termination of this Lease to and until the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed hereunder.

16. Hazardous Substances.

(a) **Limitation on Hazardous Substances.** Tenant hereby covenants that Tenant shall not cause or permit any Hazardous Substances, as defined below, to be brought upon, kept, or used in or about the Leased Premises or the Property by Tenant or its agents, employees, contractors, or invitees unless such Hazardous Substances are used, kept, and stored safely, securely, and in a manner that complies with all laws regulating any such Hazardous Substances, including any applicable notice requirements.

(b) Indemnification.

- i. If Tenant breaches the covenant set forth in Section 18(a), or
- ii. if the presence of Hazardous substances on, in or about the Leased Premises, the Building, or the Property caused or permitted by Tenant, its employees, agents, contractors, or subcontractors results in contamination of the Leased Premises, the Building, or the Property, or
- iii. if contamination of the Leased Premises or the Property by Hazardous Substances otherwise occurs for which Tenant is legally liable to Landlord as finally determined by a court or other tribunal of competent jurisdiction, then Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including, without limitation, diminution in the value or the leasehold value of the Leased Premises or the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises or the Property, and sums paid in settlement of claims, reasonable attorneys' fees, Tenant fees, and expert fees and any and all costs incurred in connection with any investigation of site conditions and any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of the presence of Hazardous Substances on, in, or about the Leased Premises or the Property, or the soil or groundwater on or under the Leased Premises, the Building, or the Property) to the extent but only to the extent arising from Tenant's breach as provided in clause (i) of this Section 18.b or Tenant's causing or permitting the presence of such Hazardous Substances as provided in clause (ii) of this Section 18.b or to the extent of Tenant's liability determined as provided in clause (iii) of this Section 18.b.

(c) Survival. The indemnification provisions of this Section 18 shall survive the expiration or earlier termination of this Lease to and until the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed hereunder.

(d) Definition of Hazardous Substances. For purposes of this Section 18 the term "Hazardous Substances" shall be interpreted broadly to include any substance whose use, possession, or storage is licensed, regulated, or controlled by any federal, state, or local governmental, administrative, or regulatory agency or authority, including but not limited to substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1257 et seq., the Clean Air Act, 42 U.S.C. Section 2001 et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.

17. **Notices.** Except as otherwise provided for in this Lease to the contrary, all notices and other communications required or contemplated to be given under this Lease shall be in writing and shall be delivered either by (i) postage prepaid return receipt requested registered or certified mail, (ii) expedited messenger service, (iii) personal delivery, or (iv) overnight courier addressed to the party or parties for whom intended at the addresses shown below or such other address as the intended recipient previously shall have designated by written notice from time to time (provided, however, notice of a change of address shall be effective only upon receipt):

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

If to Tenant, to:

Manager, Land Asset Management
Technical and Land Services
245 Market Street, Mail Code N10A
San Francisco, CA 94105

Tom deAge - Land Agent
PG&E Technical Land Services
2555 Myrtle Avenue
Eureka, CA 95501

Each party shall make an ordinary, good faith effort to ensure that such party will accept or receive notices that are given in accordance with this Section, and that any person to be given notice actually receives such notice. All such notices and other communications shall be deemed to have been rendered or given (i) if sent by registered or certified mail, on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent, and, in the absence of such record of delivery, the effective date shall be presumed to have been the third (3rd) day after the date when it shall have been deposited in the mail; (ii) if sent by expedited messenger service, on the date it is officially recorded by the messenger service carrier as delivered to or refused by the intended recipient; (iii) if personally delivered, upon receipt; and (iv) if sent by overnight courier, one (1) day after delivery to an air courier for overnight expedited delivery.

18. **Mechanics' Liens.** Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished, and services rendered at the request of Tenant and

shall keep the Leased Premises and Property free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) days' prior written notice to Landlord before any labor is performed, supplies furnished, or services rendered and Landlord shall have the right to post notices of non-responsibility. If any such lien is filed, Tenant shall cause such lien to be released and removed within ten (10) business days after the date of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien, and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon at the maximum interest rate from the date of expenditure.

19. Interference. Landlord agrees that, on or after the date of this Lease, Landlord will not permit any other entity or person apart from Landlord's staff, agents, employees or officers to use any part of the Property or the Leased Premises or engage in any use of the Property or Leased Premises for any use or operations apart from Landlord's legitimate use which causes or could cause interference with Tenant's authorized signal(s) or frequency(ies), or the authorized physical location of Tenant's Facilities, However, Landlord has the right to lease any other portion of the water storage tank not being used by Tenant to third parties so long as any subsequent leases to a third party does not interfere with Tenant's use of the of the Leased Premises. Tenant shall provide Landlord with its transmitting frequency so that Landlord can prohibit use of that frequency by any third party who enters into a lease with Landlord for use of the Leased Premises. If Landlord breaches Landlord's non-interference obligations in violation of this Lease, Landlord, upon receiving notice from Tenant of any such breach, shall immediately take all reasonable steps necessary to correct and eliminate such interference, including, without limitation, enforcing provisions in any lease or other agreement between Landlord and the person(s) or entity(ies) causing such interference pursuant to which Landlord may compel such person(s) or entity(ies) to cease operation, modify their equipment or equipment operations, or remove equipment from the Property or Building. Landlord shall provide Tenant with complete updates of all aspects of the problem and Landlord's steps to correct or eliminate the interference. If Landlord's non-interference obligations under this Section cannot be fully satisfied or are not fully satisfied within thirty (30) days of receipt of written notice to Landlord, Tenant may, in addition to its other rights and remedies, terminate this Lease and Landlord shall promptly refund to Tenant all sums paid or incurred by Tenant in connection with the installation of Tenant's Facilities and all other equipment installed on the Leased Premises prorated over the period of the breach together with any prepayment of Rent or other charges paid by Tenant to Landlord during the period of the breach.

20. Subordination. Tenant agrees that this Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting the Property or the Leased Premises and the areas of the easements or any portion thereof; (b) the lien of any mortgage, deed of trust,

assignment of rents and leases, or other security instrument (and any advances thereunder) that may now exist or hereafter be executed in any amount for which the Property or the Leased Premises or any portion thereof, any ground leases or underlying leases, or Landlord's interest or estate therein, is specified as security; and (c) all modifications, renewals, supplements, consolidations, and replacements thereof, provided in all cases that Landlord shall obtain and deliver to Tenant the written agreement in the form (which shall be in a commercially reasonable form approved by Tenant and Landlord's lender) of the mortgagees or beneficiaries named in mortgages or deeds of trust thereafter executed or the assignee of any assignment of rents and leases hereafter executed to recognize the interest and not disturb the possession, use, and enjoyment of Tenant under this Lease in the event of foreclosure or default, provided Tenant is not in default (beyond the expiration of all applicable notice, cure, or grace periods) under the terms and conditions of this Lease, and provided further that Landlord shall obtain the agreement of any lessors' of ground leases or underlying leases hereafter executed to recognize the interest and not disturb the possession, use, and enjoyment of Tenant under this Lease in the event of termination of such ground lease or underlying lease. Subject to the foregoing, Landlord shall have the right to subordinate this Lease or cause this Lease to be subordinated to any such ground leases, underlying leases, or liens. If any ground lease or underlying lease terminates for any reason or any mortgage, deed of trust, assignment of rents and leases, or other security instrument is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the tenant of the successor in interest to Landlord at the option of such successor in interest; provided, however, that such successor in interest shall recognize the leasehold estate of Tenant and not disturb the possession, use, and enjoyment and all rights of Tenant under all of the terms, covenants, and conditions of the Lease for the remaining balance of the term, with the same force and effect as if such successor in interest were the Landlord under the Lease. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord (and reasonably approved by Tenant), any additional reasonable documents evidencing the priority or subordination of this Lease with respect to any such ground leases, underlying leases, mortgages, deeds of trust, assignment of rents and leases, or other security instruments, including, without limitation, the above-referenced subordination, attornment, and non-disturbance agreement. Subject to the foregoing, Tenant acknowledges and agrees that Tenant shall be bound by, and required to comply with, the provisions of any assignment of rents and leases with respect to the Leased Premises.

21. **Compliance with Law.** In connection with Tenant's use of the Leased Premises or the operation of Tenant's Facilities, Tenant shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county, and city governments, bureaus, and departments concerning the placement of antennae, and shall procure and maintain all necessary licenses and permits. Landlord shall cooperate,

where and if possible, by taking any reasonable actions which are essential to Tenant's compliance and procurement efforts.

22. Miscellaneous.

(a) **Entire Agreement.** The terms of this Lease (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Lease. The language in all parts of this Lease will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

(b) **Amendments and Modifications.** No amendment, modification, or supplement, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement, shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in this Lease.

(c) **Successors and Assigns.** This Agreement may not be assigned by Tenant without Landlord's prior consent (i) to any entity that assumes Tenant's obligations under this Lease; (ii) to Tenant's principal, affiliates, subsidiaries of its principal; (iii) to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission ("FCC") in which the Leased Premises is located by reason of a merger, acquisition, or other business reorganization; (iv) or to any entity which acquires or receives an interest in the majority of communications towers of Tenant in the market defined by the FCC in which the Leased Premises is located. Any other assignment also requires the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

(d) **Choice of Law.** This Lease shall be governed by and construed in accordance with the domestic laws of the State of California. In addition, this Agreement is subject to the applicable rules, regulations, and decisions of the Federal Communications Commission and is also subject to changes or modifications as the Commission may order.

(e) **Severability.** Any provisions or portion of this Lease prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provisions of this Lease. If the provisions of such applicable law may be waived, they are hereby waived to the end

that this Lease may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion of this Lease are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of this Lease shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions to the extent such interpretation is consistent with applicable law.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord

Georgetown Divide Public Utility District

By: Henry N. White
Henry N. White
Its: General Manager 9/5/08

Tenant

Pacific Gas and Electric Company

By: Loren Loo
Loren Loo,
Its: _____
Manager
Land Asset Management
Technical & Land Services

**EXHIBIT "A"
TO
LEASE AGREEMENT**

DESCRIPTION OF LEASED PREMISES

The Leased Premises are described as a portion of the vault and tower located atop the Landlord's water storage tank located at 6671 Chipmunk Ridge Road, Georgetown, California.

EXHIBIT "B"
TO
LEASE AGREEMENT

DESCRIPTION OF TENANT'S FACILITIES

Tenant's use of Landlord's building and tower is for the purpose of SCADA (Supervisory Control And Data Acquisition) to monitor its electric system for service reliability, and in some cases – operation of the system. Without Tenant's subject use, restoration of electricity in the event of an outage would be delayed and thus not acceptable to the general public and the California Public Utility Commission.

Equipment within Landlord's building comprises a Microwave Data System 2310 900 Mhz SCADA Repeater 928.8375 (Tx) / 952.8375 (Rx) and a MDS 9310 Master Spread Spectrum Radion 900-928 MHz.

Tenant also has a SCALA TY900 2' long by 6" wide Directional Yagi antenna on Landlord's Tower.

**CERTIFICATION OF
INSURANCE PROGRAM**

August 20, 2008

Issued to: Georgetown Divide Public Utility District
Attention: Henry White, General Manager
6425 Main Street
Georgetown, CA 95634

Re: Insurance Agreement for a land lease, telecom site Hotchkiss Hill.

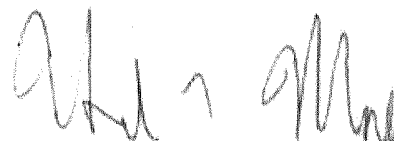
This letter certifies PG&E Corporation is insured under a major risk management program with large self-insured retentions and Pacific Gas and Electric Company ("PG&E"), a subsidiary, is covered under this program.

The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence/ \$10,000,000 aggregate
Business Automobile Liability: \$5,000,000 each occurrence/\$5,000,000 aggregate
Personal Injury & Property Damage Liability: \$5,000,000 each occurrence/\$5,000,000 aggregate

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

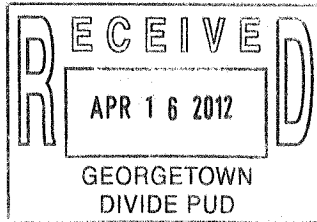
This letter shall remain in effect until the termination of the insurance agreement between PG&E and



HUDSON T. MARTIN



**Pacific Gas and
Electric Company**



Land & Environmental Manag
1850 Gateway Boulevard, 7th
Concord, CA 94520
(925) 459-8091
(925) 459-8112 fax
Pdd1@pge.com

March 12, 2012

Georgetown Divide Public Utility District
Hank White – General Manager
P.O. Box 4240
Georgetown, CA 95634

H 4/16/12
-FILE-

Re: Extension of Lease Agreement, Hotchkiss Hill, El Dorado County


Dear Mr. White,

Pacific Gas and Electric Company (PG&E) hereby exercises its option, pursuant to Sec. 2 of that certain lease agreement between Georgetown Divide Public Utility District and PG&E dated August 22, 2008, to extend the term of said lease for an additional period of five (5) years, commencing on July 15, 2012 and ending on July 14, 2017.

If you have any questions regarding this notification, please contact Mr. Perry Davis at (925) 459-8091. Thank you for your attention to this matter.

Sincerely,

Pacific Gas and Electric Company,
a California corporation

By: 
Marvin Penner
Manager, Land Management

LEASE AGREEMENT BETWEEN
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT AND
PACIFIC GAS AND ELECTRIC COMPANY.

Hotchkiss Hill Site

THIS LEASE AGREEMENT ("Lease") entered into as of this 11 day of April, 2018 (the "Effective Date"), by and between Georgetown Divide Public Utility District, a special district of the State of California ("Landlord"), and Pacific Gas and Electric Company ("Tenant"), a California corporation. Landlord and Tenant may be referred to herein individually as a "Party" or collectively as the "Parties". There are no other Parties to this Lease.

RECITALS

A. Landlord owns a vault and tower atop its water storage tank located at 6671 Chipmunk Ridge Road, in the Hotchkiss Hill Subdivision, one mile east of Georgetown, County of El Dorado, California (the "Property"), described on Exhibit "A" to this Lease, used for radio communications facilities.

B. Tenant desires to use a portion of the Property in connection with the operation and maintenance of Tenant's radio communication equipment ("Facilities"). The specifications and type of Facilities to be installed are attached as Exhibit "B." Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Lease.

C. Tenant initially leased the Premises at Hotchkiss Hill from Landlord pursuant to a lease agreement dated July 23, 1997. The current lease between the Parties expired on July 14, 2017. The Parties intend to continue the lease arrangement pursuant to the terms and conditions provided herein.

NOW, THEREFORE, for valuable consideration and in exchange of the mutual covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Leased Premises. Landlord hereby leases the Premises to Tenant and provides access to the Hotchkiss Hill water tank (the "Leased Premises").

2. Term.

(a) The initial lease term shall be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term shall terminate on the fifth (5th) annual anniversary of the Effective Date.

(b) This Lease shall automatically renew for one (1) additional five (5) year term (the "Extension Term"), upon the same terms and conditions.

(c) Unless (i) Landlord or Tenant notifies the other Party in writing of its intention to terminate this Lease pursuant to Section 3 prior to the expiration of the final Extension Term, or (ii) the Lease is terminated as otherwise permitted by this Lease prior to the end of the final Extension Term, then upon the final Extension Term this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either Party by giving the other Party written notice of its intention to terminate the Lease at least one hundred and eighty (180) days before the end of any such Annual Term.

(d) The Initial Term, any Extension Terms, and any Annual Terms are collectively referred to as the Term ("Term").

3. Termination.

(a) Either Party may terminate this Lease for any reason by giving written notice to the other Party of at least three hundred and sixty (360) days before the expiration of the applicable Term.

(b) Either Party may terminate this Lease by giving thirty (30) days' prior written notice if the other Party remains in default under this Lease after the applicable cure period.

4. Rent.

(a) In consideration of the rights granted by this Lease, Tenant shall pay Landlord the sum of Five Thousand Six Hundred Forty Dollars (\$5,640.00) prepaid per year, as rent ("Rent").

(b) The first annual payment of the Rent shall be due and payable upon execution of the Lease by Tenant, regardless of the Effective Date, and shall be deemed delinquent if not received by Landlord within fifteen (15) days from the Effective Date.

(c) The Rent shall be prepaid annually, and shall be due and payable each year on July 15. If the Rent is not received by Landlord on or before the thirtieth (30th) day of July each year, the Rent shall be deemed delinquent. Landlord shall provide Tenant written notice of Tenant's delinquency. Tenant shall have thirty (30) days from the date of written notice to cure delinquency. If Tenant fails to cure the delinquency, Tenant shall pay a late charge of ten percent (10%) of the sum of the Rent due ("Late Charge"). The Late Charge shall be due immediately. In the event Tenant is more than thirty (30) days delinquent paying Rent or the Late Charge, Landlord, at its sole option, may immediately terminate this Lease.

(d) On each annual anniversary of the Effective Date of this Lease, the amount of Rent payable shall be increased by Three percent (3%).

(e) In addition to Rent, Tenant shall pay to Landlord a one-time administrative review fee in the amount of Five Thousand dollars (\$5,000), payable within thirty (30) days of

the Effective Date.

4. Use.

(a) Tenant shall install, operate, and maintain its SCADA (Supervisory Control and Data Acquisition) and system radio communication equipment in accordance with the highest engineering standards now or hereinafter employed in the industry and in accordance with all applicable laws and regulations of the Federal Communications Commission or any other governmental agency having control or regulation over such operations ("Permitted Use"). In the event that Tenant's Permitted Use creates any interference with the operation of Landlord's equipment or the equipment of Landlord's other tenants at the Leased Premises, Tenant shall immediately, at its own expense, take such reasonable steps as may be recommended by Landlord to eliminate such interference. If Tenant is unable or refuses to eliminate such interference, Landlord may terminate this Lease and Tenant shall promptly remove its Facilities from the Leased Premises.

(b) There shall be no increase in the Permitted Use of the Leased Premises without the prior written approval of the Landlord.

(c) Upon the expiration or earlier termination of this Lease, Tenant shall remove all Tenant's Facilities from the Leased Premises and return the property to its original state except reasonable wear and tear at its sole cost.

5. Access. Landlord shall provide access to Tenant, Tenant's employees, agents, contractors, and subcontractors, to the Leased Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Tenant.

6. Maintenance and Repair. Landlord shall maintain and repair the Property and Leased Premises at its sole cost and expense. Tenant shall maintain any personal property installed by Tenant on the Leased Premises at its sole cost and expense. Any damage to the Leased Premises caused by Tenant, its sublessees, licensees, employees, agents, or invitees, shall be promptly repaired at the sole cost and expense of Tenant. If Tenant fails to make any repairs to the Leased Premises occasioned by the acts of Tenant, its employees, agents, or invitees, Landlord may, at its option, cause such repairs to be made and demand reimbursement from Tenant for the cost of the repairs. Failure to maintain and repair Tenant's Facilities shall be considered a material default. Tenant shall notify Landlord if Tenant becomes aware of necessary repairs on Landlord's Property.

7. Landlord's Representations and Warranties. Landlord does not represent or warrant that the Leased Premises are suitable for Tenant's intended use. Tenant may, at Tenant's option, conduct a title search of that portion of Landlord's Property that will be used by Tenant to conduct its business to ascertain its suitability for Tenant's intended use. Tenant is responsible for obtaining all required permits for Tenant's Facilities.

8. Surrender of Leased Premises. Upon the expiration or earlier termination of this Lease, Tenant will surrender the Leased Premises to Landlord and shall remove from the Leased

Premises all of Tenant's Facilities. Tenant shall return the Leased Premises substantially to its condition at the commencement of the Lease subject to reasonable wear and tear.

9. Default.

(a) Default by Tenant. The occurrence of any one or more of the following events shall constitute a material default under and breach of this Lease by Tenant:

i. **Nonpayment of Rent.** Failure to pay Rent or any other amount due and payable hereunder upon the date when such payment is due such failure continuing for a period of fifteen (15) days after receipt of written notice from Landlord to Tenant, specifying the alleged default and the applicable provisions of this Lease;

ii. **Other Obligations.** Failure to observe or perform any obligation, agreement, or provision under this Lease other than the payment of Rent or other monies due. Such failure continuing for thirty (30) days after Tenant receives written notice of such failure from Landlord specifying the alleged default and the applicable provisions of this Lease. If, however, the nature of such default is such that the same cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecutes the same to completion;

iii. **Violation of Law.** Tenant violates or allows a violation of any applicable law, rule, statute, ordinance, order, or regulation, including without limitation, all regulations of the Occupational Safety and Health Administration, applicable to the Tenant's Facilities and/ or Tenant's use of the Leased Premises or by reason of the exercise of any rights under or with respect to this Lease and does not cure such violation within thirty (30) days of the date of the notice from the Landlord to the Tenant specifying the alleged violation, the applicable provision of this Lease, and demanding such cure; or, if such violation is curable but not curable within such thirty (30) day period, within such period of time as is reasonably necessary to accomplish such cure.

iv. **Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of Tenant's assets, an assignment by Tenant for the benefit of its creditors, or the filing of a voluntary or involuntary petition in bankruptcy by Tenant's creditors, if such appointment, assignment, or petition remains undischarged for a period of ninety (90) days.

(b) Default by Landlord. Failure by Landlord to perform or observe any obligation, agreement, or provision under this Lease to be performed or observed by Landlord shall constitute a default by Landlord if the failure is not cured within thirty (30) days after receipt of written notice thereof has been given by Tenant to Landlord specifying the alleged default and the applicable provisions of this Lease; provided, however, that if the nature of Landlord's default is such that the same cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

10. Remedies upon Default.

(a) Landlord's Remedies. Upon the occurrence of a default by Tenant to perform or observe any obligation, agreement, or provision of this Lease (after the expiration of all applicable notice and cure periods), Landlord shall be entitled to the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

i. **Termination.** Landlord shall have the right, with or without notice immediately to terminate this Lease, and at any time thereafter recover possession of the Leased Premises and expel therefrom Tenant and repossess the Leased Premises, but not the Tenant's Facilities or Tenant's trade fixtures, without prejudice to any of the remedies that Landlord may have under this Lease or under law by reason of Tenant's default. Landlord maintains the right to sue Tenant, in a court of law, for all damages which result from Tenant's failure to comply with the terms and conditions of the Lease.

ii. **Continuation after Default.** This Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 10.a(i) above, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover the Rent as it becomes due without terminating this Lease ("Continuation After Default"). Landlord's Continuation After Default shall not be a waiver of any of its rights and remedies available to it under law and equity. Acts of maintenance, preservation, or efforts to rent the Leased Premises or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

iii. **Damages upon Termination.** Should Landlord terminate this Lease pursuant to the provisions of Section 10.a (i) above, Landlord shall have all its rights and remedies under this Lease in addition to any other rights and remedies to which Landlord may be entitled under applicable law.

(b) Tenant's Remedies. Upon the occurrence of a default by Landlord to perform or observe any obligation, agreement, or provision of this Lease (after the expiration of all applicable notice and cure periods), Tenant shall have the right to terminate this Lease upon ten (10) days' written notice to Landlord and at any time thereafter, subject to supervision of Landlord, remove its Tenant's Facilities from the Leased Premises without prejudice to any other rights and remedies available to Tenant at law or in equity.

11. Destruction of Leased Premises. If the Leased Premises, or Property, are destroyed or damaged by other than Tenant's acts or activities so as to hinder the effective use of any of the Tenant's Facilities in Tenant's judgment, Tenant may elect at any time up to ninety (90) days after the date of the damage or destruction to terminate this Lease. If this Lease is terminated by Tenant subject to this Section, all rights and obligations of Tenant to Landlord shall cease as of the date of the damage or destruction. Tenant shall have sixty (60) days from the date it terminates this Lease to remove Tenant's Facilities and all other personal property which it owns from the Leased Premises and the Property.

12. Termination for Operational Reasons. If Tenant determines that the Leased Premises are no longer appropriate for Tenant's operations for economic, environmental, or

{CW049301.6}

technological reasons or if Tenant does not secure or maintain all appropriate or applicable agreements, approvals, permits, and licenses or receive other requisite authorization for Tenant's intended use of the Leased Premises, Tenant may terminate the Lease upon ninety (90) days prior written notice to Landlord. In addition, if any such agreement, approval permit, license, or other requisite authorization is revoked or canceled for any reason, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord. Tenant shall act with due diligence to obtain and maintain such agreements, approvals, permits, and authorizations.

13. Insurance.

GENERAL INSURANCE REQUIREMENTS:

Tenant shall provide a certificate of insurance satisfactory to Landlord evidencing that Tenant maintains insurance that meets the following requirements. In lieu of this requirement, Tenant may provide proof of a policy of insurance satisfactory to Landlord and documentation evidencing that Tenant maintains said insurance so long as Tenant's insurance meets these same requirements and standards, and subject to Tenant assuming the same obligations as follows:

Full Workers' Compensation and Employer's Liability Insurance covering all employees performing work under the Lease as required by law in the State of California.

General liability coverage, of not less than \$5,000,000 per occurrence (\$10,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$5,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$5,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to Landlord. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Landlord, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Landlord. In the event that the Tenant employs other contractors (sub-contractors) as part of the work covered by this Lease, it shall be the Tenant's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Tenant shall have the right to self-insure with respect to any of the insurance requirements required under this Agreement. PG&E shall submit a letter of self-insurance signed by a duly authorized representative evidencing that Tenant's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions in this lease.

If Tenant is self-insured, Tenant shall provide Landlord with written acknowledgment of this fact at the time of the execution of this Lease. Thereafter, upon request, Tenant shall provide Landlord with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this Lease, Tenant abandons its self-insured status, Tenant

shall immediately notify Landlord of this fact. Upon abandonment of Tenant's self-insurance status, Tenant shall be required to provide insurance coverage and certification as outlined above.

PROOF OF INSURANCE REQUIREMENTS:

- A. Certificates that the insurance required herein is being maintained shall be provided to Landlord. The insurance will be issued by an insurance company reasonably acceptable to Landlord, or be provided through partial or total self-insurance likewise acceptable to Landlord.
- B. The Landlord is named as additional insured, but only insofar as the operations under this Lease are concerned. This provision shall apply to all liability policies except Workers' Compensation. Proof that the Landlord is named additional insured shall be made by the insurance certificate provided to the Landlord.
- C. In the event an occurrence policy cannot be provided, insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of performance of this Lease shall be provided to Landlord.

INSURANCE NOTIFICATION REQUIREMENTS:

- A. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to Landlord.
- B. Tenant agrees that the insurance required herein shall be in effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, Tenant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Lease, or for a period of not less than one (1) year (for an occurrence policy) or three (3) years (for a claims made policy). New certificates of insurance are subject to the reasonable approval of Landlord.

COMMENCEMENT OF PERFORMANCE:

Tenant shall not commence performance of this Lease unless and until compliance with each and every requirement of the insurance policy is achieved.

MATERIAL BREACH:

Failure of Tenant to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Lease.

REPORTING PROVISIONS:

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Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Landlord.

PRIMARY COVERAGE:

Tenant's insurance coverage shall be primary insurance as respects Landlord. Any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be in excess of Tenant's insurance and shall not contribute with it.

PREMIUM PAYMENTS:

The insurance companies shall have no recourse against Landlord, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by an insurance company.

TENANT'S OBLIGATIONS:

Tenant's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Lease.

WAIVER OF SUBROGATION:

All insurance policies carried by either party covering the Property and/or the Leased Premises shall expressly permit that party to waive any right on the part of the insurer to make any claim against the other party. Landlord and Tenant each hereby waive all claims and rights against the other and their respective partners, agents, officers and employees, for any death or injury to persons or damage or destruction of property or business which shall occur on or about the Leased Premises or the Property and shall result from any of the perils insured under any policies of insurance maintained by Landlord or Tenant, regardless of cause, including the negligence and intentional wrongdoing of either party and their respective partners, agents, officers and employees

14. Indemnity.

(a) To the fullest extent allowed by law, the Tenant shall defend, indemnify, and hold Landlord, its officers, agents, employees and volunteers harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Landlord's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with this Lease by Tenant, its agents or employees including Tenant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Landlord, Tenant, subcontractor(s) and employee(s) or any of these, except for the gross negligence or willful misconduct of Landlord, its officers and employees, and except as expressly proscribed by statute. Tenant agrees that it has inspected the Leased Premises and

the location of Tenant's Facilities at the Leased Premises and is aware and in addition to indemnifying Landlord as set forth above it assumes any and all risks on behalf of its employees or agents associated with accessing the Leased Premises and Tenant's Facilities, including, but not limited to, climbing up to and down from the water storage tank, in order to maintain, repair or otherwise service Tenant's Facilities. Tenant shall be responsible for instructing all its agents or employees who go to the Leased Premises on the proper safety measures for accessing the site and all governmental rules, regulations or statutes that relate to the safe access of the site. The Tenant is responsible to ensure that its Facilities comply with all local, State and Federal laws and regulations, including all requirements of the Occupational Safety and Health Administration ("OSHA"). This duty of Tenant to indemnify and save the Landlord harmless includes the duties to defend set forth in California Civil Code Section 2778.

(b) The indemnification provisions of this section shall survive the expiration or earlier termination of this Lease to and until the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed hereunder.

15. Hazardous Substances.

(a) Tenant shall be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or any time hereafter be in effect, unless such conditions or concerns are caused by the specific activities or omissions of Landlord, or its employees, agents, representatives or subtenants, and other legal owners of the Property in the past, present and future.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying Party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that Party's breach of its obligations or representations under this section.

(c) Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances from such contamination caused by the acts or omissions of the Landlord during the Term.

(d) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Leased Premises by Tenant.

(e) The indemnifications of this section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this section shall survive the expiration or termination of this Agreement.

(f) **Definition of Hazardous Substances.** For purposes of this Section 15, the term "Hazardous Substances" shall be interpreted broadly to include any substance whose use, possession, or storage is licensed, regulated, or controlled by any federal, state, or local governmental, administrative, or regulatory agency or authority, including but not limited to substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1257 et seq., the Clean Air Act, 42 U.S.C. Section 2001 et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.

16. Notices. All notices or communications required hereunder between Landlord and Tenant must be in writing, and may be given either personally, by registered or certified mail, or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) three (3) 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 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. Notices or communications shall be given to the Parties at their addresses set forth below:

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

If to Tenant, to:

Manager, Land Rights
Land Management
245 Market Street, Mail Code NIOA
San Francisco, CA 94105

And:

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GDPUD/PG&E Lease Agreement
Hotchkiss Hill

Sarah Gigliotti – Land Agent
PG&E Land Rights
111 Stony Circle
Santa Rosa, CA 95401

17. Mechanics' Liens. Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished, and services rendered at the request of Tenant and shall keep the Leased Premises and Property free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) days' prior written notice to Landlord before any labor is performed, supplies furnished, or services rendered and Landlord shall have the right to post notices of non-responsibility. If any such lien is filed, Tenant shall cause such lien to be released and removed within ten (10) business days after the date of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien, and Tenant shall pay Landlord such amounts expended by Landlord together with interest thereon at the maximum interest rate from the date of expenditure.

18. Interference. Landlord agrees that, on or after the date of this Lease, Landlord will not permit any other entity or person to interfere with Tenant's Permitted Use of the Leased Premises. However, Landlord has the right to lease any other portion of the Property not being used by Tenant to third parties so long as any subsequent leases to a third party does not interfere with Tenant's Permitted Use of the of the Leased Premises. Tenant shall provide Landlord with its transmitting frequency so that Landlord can prohibit use of that frequency by any third party who enters into a lease with Landlord for use of the Leased Premises. If Landlord breaches Landlord's non-interference obligations in violation of this Lease, Landlord, upon receiving notice from Tenant of any such breach, shall immediately take all reasonable steps necessary to correct and eliminate such interference, including, without limitation, enforcing provisions in any lease or other agreement between Landlord and the person(s) or entity(ies) causing such interference pursuant to which Landlord may compel such person(s) or entity(ies) to cease operation, modify their equipment or equipment operations, or remove equipment from the Property or Building. Landlord shall provide Tenant with complete updates of all aspects of the problem and Landlord's steps to correct or eliminate the interference. If Landlord's non-interference obligations under this section cannot be fully satisfied or are not fully satisfied within thirty (30) days of receipt of written notice to Landlord, Tenant may, in addition to its other rights and remedies, terminate this Lease and Landlord shall promptly refund to Tenant all sums paid or incurred by Tenant in connection with the installation of Tenant's Facilities and all other equipment installed on the Leased Premises prorated over the period of the breach together with any prepayment of Rent or other charges paid by Tenant to Landlord during the period of the breach.

19. Subordination. Tenant agrees that this Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting the Property or the Leased Premises and the areas of the easements or any

portion thereof; (b) the lien of any mortgage, deed of trust, assignment of rents and leases, or other security instrument (and any advances thereunder) that may now exist or hereafter be executed in any amount for which the Property or the Leased Premises or any portion thereof, any ground leases or underlying leases, or Landlord's interest or estate therein, is specified as security. All modifications, renewals, supplements, consolidations, and replacements thereof, provided in all cases that Landlord shall obtain and deliver to Tenant the written agreement in the form (which shall be in a commercially reasonable form approved by Tenant and Landlord's lender), of the mortgagees or beneficiaries named in mortgages or deeds of trust thereafter executed or the assignee of any assignment of rents and leases hereafter executed to recognize the interest and not disturb the possession, use, and enjoyment of Tenant under this Lease in the event of foreclosure or default, provided Tenant is not in default (beyond the expiration of all applicable notice, cure, or grace periods) under the terms and conditions of this Lease, and provided further that Landlord shall obtain the agreement of any lessors' of ground leases or underlying leases hereafter executed to recognize the interest and not disturb the possession, use, and enjoyment of Tenant under this Lease in the event of termination of such ground lease or underlying lease. Subject to the foregoing, Landlord shall have the right to subordinate this Lease or cause this Lease to be subordinated to any such ground leases, underlying leases, or liens. If any ground lease or underlying lease terminates for any reason or any mortgage, deed of trust, assignment of rents and leases, or other security instrument is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the tenant of the successor in interest to Landlord at the option of such successor in interest; provided, however, that such successor in interest shall recognize the leasehold estate of Tenant and not disturb the possession, use, and enjoyment and all rights of Tenant under all of the terms, covenants, and conditions of the Lease for the remaining balance of the term, with the same force and effect as if such successor in interest were the Landlord under the Lease. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord (and reasonably approved by Tenant), any additional reasonable documents evidencing the priority or subordination of this Lease with respect to any such ground leases, underlying leases, mortgages, deeds of trust, assignment of rents and leases, or other security instruments, including, without limitation, the above-referenced subordination, attornment, and non-disturbance agreement. Subject to the foregoing, Tenant acknowledges and agrees that Tenant shall be bound by, and required to comply with, the provisions of any assignment of rents and leases with respect to the Leased Premises.

20. Compliance with Law. In connection with Tenant's Permitted Use of the Leased Premises or the operation of Tenant's Facilities, Tenant shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county, and city governments, bureaus, and departments concerning the placement of antennae, and shall procure and maintain all necessary licenses and permits. Landlord shall cooperate, where and if possible, by taking any reasonable actions which are essential to Tenant's compliance and procurement efforts.

21. Co-Location/Sublease. Tenant is prohibited from subleasing the Leased Premises or any portion thereof to another party. Landlord reserves the right to lease any other portion of the Property, excluding the Leased Premises, to any other party as long as such lease and other tenant do not interfere with the Permitted Use or the rights of Tenant under this Lease.

22. Miscellaneous.

(a) **Entire Agreement**. The terms of this Lease including the Exhibits, all of which are hereby incorporated by reference are intended by the Parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Lease. The language in all parts of this Lease will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either Party.

(b) **Amendments and Modifications**. No amendment, modification, or supplement, including those by custom, usage of trade, or course of dealing, of any provision of this Lease, shall be binding on any of the Parties unless it is in writing and signed by the Parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in this Lease.

(c) **Successors and Assigns**. This Lease may not be assigned by Tenant without Landlord's prior consent (i) to any entity that assumes Tenant's obligations under this Lease; (ii) to Tenant's principal affiliates, subsidiaries of its principal; (iii) to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission ("FCC") in which the Leased Premises is located by reason of a merger, acquisition, or other business reorganization; (iv) or to any entity which acquires or receives an interest in the majority of communications towers of Tenant in the market defined by the FCC in which the Leased Premises is located. Any other assignment also requires the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

(d) **Choice of Law**. This Lease shall be governed by and construed in accordance with the domestic laws of the State of California. In addition, this Lease is subject to the applicable rules, regulations, and decisions of the Federal Communications Commission and is also subject to changes or modifications as the Commission may order.

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

(f) **Counterparts.** This Lease 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

(g) **Time is of the Essence.** Time is of the essence in this Lease and each covenant, term, and condition herein

(h) **Mandatory and Permissive.** “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive

(i) **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 Lease, 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.

(j) **Computation of Time.** Except where expressly provided to the contrary, as used in this Lease, the word “day” shall mean “calendar day,” and the computation of time shall include all Saturdays, Sundays and exclude any state and federal legal holidays for purposes of determining time periods specified in this Lease. If the final date of any period of time set out in this Lease falls upon a Saturday, Sunday, or state or federal legal holiday, then the time of such period shall be extended to the next day that is not a Saturday, Sunday, or state or federal legal holiday.

[Signatures on the following page]

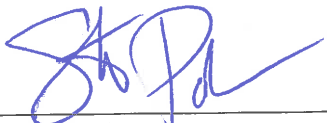
IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

Landlord

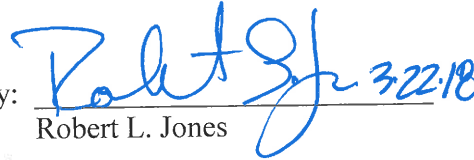
Tenant

Georgetown Divide Public Utility District

Pacific Gas and Electric Company

By:  _____
Steven Palmer

Its: General Manager

By:  _____
Robert L. Jones

Its: _____
Manager
Land Rights

EXHIBIT "A"
TO
LEASE

DESCRIPTION OF LEASED PREMISES

The Leased Premises are described as a portion of the vault and tower located atop the Landlord's water storage tank located at 6671 Chipmunk Ridge Road, Georgetown, California.

EXHIBIT "B" TO

LEASE

DESCRIPTION OF TENANT'S FACILITIES

Tenant's use of Landlord's building and tower is for the purpose of SCADA (Supervisory Control and Data Acquisition) to monitor its electric system for service reliability, and in some cases – operation of the system. Without Tenant's subject use, restoration of electricity in the event of an outage would be delayed and thus not acceptable to the general public and the California Public Utility Commission.

Equipment within Landlord's building comprises a Microwave Data System 2310 900 Mhz SCADA Repeater 928.8375 (Tx) 1952.8375 (Rx) and a MDS 9310 Master Spread Spectrum Radion 900-928 MHz.

Tenant also has a SCALA TY900 2' long by 6" wide Directional Yagi antenna on Landlord's Water Storage Tank.

RESOLUTION NO. 2018-18

**OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT
WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE
TELECOMMUNICATIONS SITE AT HOTCHKISS HILL TANK SITE**

WHEREAS, Pacific Gas and Electric Company (PG&E) has leased space for telecommunications facilities at the District's Hotchkiss Hill Tank Site (Site) since 1997; and

WHEREAS, through two agreements and subsequent extensions, the last term expired on July 14, 2017; and

WHEREAS, the District and PG&E have a desire to extend the Term to for five years, one five-year extension, and optional annual extensions; and

WHEREAS, in consideration of executing the agreement, PG&E will pay the District a one-time administrative review fee of \$5,000 and annual rent in the amount of \$5,640 for the first year subject to annual increases of 3% per year;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the General Manager is authorized to execute the Lease Agreement with PG&E.

PASSED AND ADOPTED on this 10th day of April 2018 by the following vote:


AYES: *Helpin, Hanschild, Souza, Uso, Waddle*

NOES:

ABSENT/ABSTAIN:

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

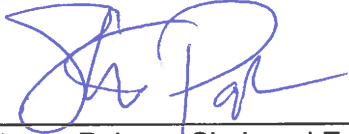
ATTEST:



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

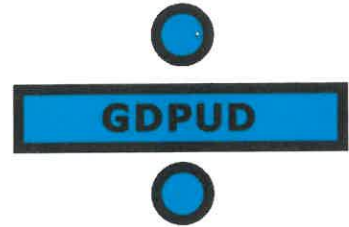
CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-18 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 10th day of April 2018.



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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 10, 2018
AGENDA ITEM 4.E.**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: DECLARATION OF PROJECTED WATER YEAR

PREPARED BY: Darrell Creeks, Operations 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.

BACKGROUND

Ordinance 2005-01, establishes rules and regulations for irrigation service in the Georgetown Divide Public Utility District. Section 3, Distribution of Water, states that the irrigation season shall generally be from May 1 through October 1 of each year. The Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by majority vote.

DISCUSSION

Stumpy Meadows Reservoir is full and Staff sees no climactic conditions which would impact the ability of the District to deliver irrigation water. Therefore, Staff is projecting a normal five-month season.

FISCAL IMPACT

There is no fiscal impact.

CEQA ASSESSMENT

Not a CEQA project.

RECOMMENDED ACTION

Staff recommends that the Board of Directors declare the irrigation season to be from May 1 through October 1 of 2018.

ATTACHMENTS

Resolution 2018-20

RESOLUTION NO. 2018-20

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

DECLARING THE 2018 PROJECTED WATER YEAR

WHEREAS, Ordinance 2005-01, establishes rules and regulations for irrigation service in the Georgetown Divide Public Utility District, and Section 3, Distribution of Water, states that the irrigation season shall generally be from May 1 through October 1 of each year; and

WHEREAS, The Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by majority vote; and

WHEREAS, Stumpy Meadows Reservoir is full and Staff sees no climactic conditions which would impact the ability of the District to deliver irrigation water; and

WHEREAS, Staff is projecting a normal five-month season.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT 2018 will be a normal water year.**

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10th day of April 2018, by the following vote:

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


NOES:

ABSENT/ABSTAIN:



Lon 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 2018-20 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 10th day of April 2018.



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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 10, 2018
AGENDA ITEM NO. 5.C.**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: GENERAL MANAGER'S REPORT

PREPARED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "SP", is written over the printed name of Steven Palmer.

RECRUITMENTS

I am pleased to announce that Maintenance Worker Brian Rule has assumed the role of Wastewater Technician, which was vacated by a recent resignation. This is an important position that is instrumental for the District to comply with the State Waste Discharge Permit for the wastewater zone, perform required septic inspections, and operate and maintain the disposal system. Recruitment is underway to fill the Maintenance Worker position that was vacated by Brian Rule.

Recruitment is underway to hire a person to backfill the Administrative Aide I position (Customer Service) that was vacated when Hannah Schnetz accepted the vacant Administrative Aide II position (Accounts Payable).

STRATEGIC PLANNING SESSION: Creating Stability and Looking to the Future

The Board held an all-day strategic planning workshop at the Cool Hall on March 30, 2018. The Board engaged in a professionally facilitated discussion regarding the following:

- Principals of a high performing Board
- Infrastructure, Operations, and Maintenance
- Water Resources and Storage Capacity
- Board Leadership Goals and Strategies
- Staffing Capacity, Quality, and Retention
- Financial Accountability and Management

At the peak, the General Manager counted 13 people in attendance (excluding Staff); with several others rotating in and out of the meeting. During closing statements at the meeting, reviews from those in attendance were overwhelmingly positive. It was very valuable for the General Manager to hear Board discussion about issues facing the District, and information gathered will inform the budget preparation. A meeting summary and planning document will be presented to the Board for adoption at a future Board meeting.

FISCAL YEAR 2018-2019 BUDGET PREPARATION

- ✓ March 30, 2018 – Strategic Planning Session: Creating Stability and Looking to the Future
- April 17, 2018 – Draft Budget Presentation to Finance Committee
- May 8, 2018 – Final Draft Budget Presentation to Board (Joint meeting with Finance Committee)
 - Draft Five Year Capital Improvement Plan Presentation to Board (Joint meeting)
- June 12, 2018 – Fiscal Year 2018-2019 Budget Adoption by Board
 - Five Year Capital Improvement Plan Adoption by Board

UPCOMING BOARD ITEMS

April

- ✓ Construction Management/Inspection Agreement for 2018-2019 Tank Recoating
- ✓ Construction Contract for 2018-2019 Tank Recoating
- ~~Professional Services Agreement(s) for Dam Inundation Maps and Emergency Action Plans~~
- ✓ Professional Services Agreement for Audit Services
- ~~Award Water Conservation, Supply Reliability, and Environmental Protection Project (aka CABY)~~
- ✓ Fiscal Year 2018-2019 El Dorado County Water Agency Cost Sharing Request
- ✓ PG&E Hotchkiss Hill Antenna Lease
- ✓ Consideration of Irrigation Applications
- ✓ Declaration of Projected Water Year
- ✓ Fishing Derby Resolution

May

- Draft Five-Year Capital Improvement Plan Update
- Final Draft Fiscal Year 2018-2019 Budget (Joint with Finance Committee)
- Set Proposition 4 Appropriation Limit Hearing
- Professional Services Agreement(s) for Dam Inundation Maps and Emergency Action Plans
- Award Water Conservation, Supply Reliability, and Environmental Protection Project (aka CABY)
- AT&T Hotchkiss Hill Antenna Lease

Future

- Board policy updates
- Update Financial Reserve Policy
- Wastewater Fee Review
- Capital Facility Charge Update
- District Fee Update
- Personnel Manual
- Five-Year Capital Improvement Plan Update
- Fiscal Year 2018-2019 Budget
- Review Irrigation Ordinance

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Manager's Report for April 2018

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

April 10, 2018, AGENDA ITEM #5.D.

Water Production for the Month of

March

Auburn Lake Trails Water Treatment Plant

11.557 million gallons
372,806 gallons/day average

Walton Lake Water Treatment Plant

15.159 million gallons
489,000 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)



Waste Water: Auburn Lake Trails

Average daily flows in the community disposal system were 63,490 gallons per day. This value does not exceed the limit of 71,800 gallons per day as identified in the Waste Discharge Requirements. A new magnetic flowmeter has been installed to improve accuracy.

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

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

Summary of Field Work Activities

Distribution Crew

- ✓ Repaired leaks: 5
- ✓ Repair/replace meters: 30
- ✓ Installed new service: 1 treated
- ✓ Adjusted altitude and pressure reducing valves

Maintenance Crew

The maintenance crew continued to use the excavator and brush cutters to clean over 3000 feet of canal. Replacing services in CABY Grant areas. Snow plowing and tree removal on upper canal.

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 10, 2018
Agenda Item No. 5E**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: ALT WATER TREATMENT PLANT PROJECT UPDATE

PREPARED BY: George Sanders, Engineering Consultant

APPROVED BY: Steven Palmer, PE, General Manager

This is a summary of the various work activities at the ALT Treatment Plant for the month of March. Attachment 1 is an updated flyer that will be posted on the District's website and Facebook.

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

Myers & Sons Construction

Construction activities at the site, during the month of March, have been within the Filter Building and the Raw Water Pump Station Building.

- Filter Building – This is the largest building at the site, approximately 5,500 SF. It is a metal building on a concrete slab with exterior footings. The Chlorine Contact Basin is below grade and under the center portion of this building.

Work activities during this reporting period have been as follows: 1) Installation of the Electrical Service Panel together with overhead conduits within the building. 2) Installation of the Blowers for the Clarifier/Filter Units and miscellaneous Piping relating to the same. 3) Installation of the Baffles in the Chlorine Contact Basin.

- Raw Water Pump Station Building – This is a metal building on a concrete slab with exterior footings, consisting of approximately 1350 SF.

PSOMAS

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

Youngdahl Consulting Group

This firm is under contract to provide the material testing of soils and concrete. This firm has not performed any material testing during this reporting period.

Foothill Associates

This firm is under contract with the District to assist with CEQA compliance together with implementation of the Storm Water Pollution Prevention Plan (SWPPP). This firm has not performed any work activities during this reporting period.

SWPPP – Myers & Sons Under the construction contract, Myers & Sons is responsible for the installation and maintenance of the storm water improvements together with the inspection and reporting of individual storm events. During the month of March the site experienced two qualifying rain events.

NEXGEN

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

Budget

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

Phase	Expended to Date	Budget
Construction	\$ 7,519,261	\$ 11,249,000
Construction Engineering, Construction Management, and Environmental	\$ 466,730	\$ 1,076,226
Total	\$ 7,985,991	\$ 12,325,226

Contract Change Orders

There were no Contract Change Orders processed during this reporting period. Prior Contract Change Orders are summarized as follows:

- Contract Change Order Number 1 resulted in a net increase in the contract amount by \$39,772. This Change Order was identified at the regular Board meeting in September.
- Contract Change Order Number 2 resulted in a net decrease in the contract amount by <\$970.41>. This Change Order was identified at the regular Board meeting in October.

- Contract Change Order Number 3, a no cost change order, increased the contract time by 17 days due to weather related days during the months of March, April, May and June of this year. This Change Order was identified at the regular Board meeting in November.
- Contract Change Order Number 4 resulted in a net increase in the contract amount by \$12,184.00. This Change Order relates to the placement of additional backfill material in the sludge drying beds and was identified at the regular Board meeting in February.

State SRF Payment Requests

The District has received seven reimbursement payments from the State Revolving Fund Loan Agreement for a total amount of \$ 4,870,205. The first payment was received during the month of June in the amount of \$ 1,157,141. The second payment was received in August in the amount of \$ 439,850. The third payment was received in September in the amount of \$ 68,457. The fourth payment was received in October in the amount of \$ 540, 675. The fifth payment was received in November in the amount of \$ 497,125. The sixth payment was received in December in the amount of \$ 550,310. The seventh payment was received in January in the amount of \$ 1,047,320. The eighth payment was received in February in the amount of \$218,722. The ninth payment was received in March in the amount of \$350,605. At the time of this report, the District has two outstanding reimbursement requests, in the amounts of \$891,256 (February) and \$766,107 (March).

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



GDPUD



AUBURN LAKE TRAILS WATER TREATMENT PLANT

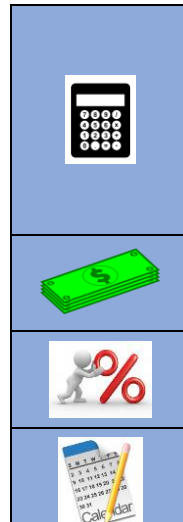
PROJECT UPDATE

UPCOMING ACTIVITIES:

- Filter Bldg.- Interior Rooms
- Filters – Filter Media & Pipes
- Power, Line Extension (PG&E)
- Raw Water Pump Station – Install Pumps and Pipes
- Sludge Drying Beds – Install exterior Vaults, Pipe and Pump Components

COMPLETED ACTIVITIES:

- Raw Water Siphon
- Temporary Finish Water Bypass Line
- Filter Bldg.- Footings, Slab and Exterior Building Chlorine Contact Basin with Baffles
- Raw Water Pump Station Footing, Slab & Building
- Concrete Pour – Sludge



CONTRACT UPDATE:

Original Contract Amount: \$ 10,249,000
 Contract Change Order #1: \$ 39,772
 Contract Change Order #2: (\$ 970)
 Contract Change Order #3: No Cost
 Contract Change Order #4: \$ 12,184
New Contract Amount \$10,299,986

Expended thru March 2018 **\$7,519,261**

Percent Complete **73%**

Anticipated Completion Date **December 2018**

PROJECT CONSTRUCTION SCHEDULE

		Issue Notice to Proceed Mobilization & Demolition		Complete Raw Water Siphon	First Concrete Pour - Filter Building	Complete Earthwork	Complete Chlorine Contact Basin	Erect Raw Water Pump Station Bldg.	Complete Concrete Filter Building	Filters Placed in Building	Erect Filter Building	Erect Filter Building	Erect Filter Building	100% complete Sludge Drying Beds	100% Complete Filter Building	100% Complete Filter Installation	100% Complete Raw Water Pump Station	100% Backwash Recovery Basin	100% Complete Site Work	100% Complete Filter Building	Operator Training	→	PROJECT 100% COMPLETE
J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
2017												2018											

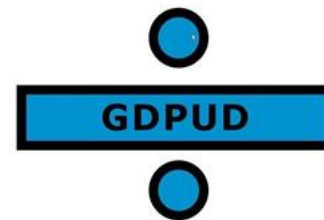
**GEORGETOWN DIVIDE
 PUBLIC UTILITY DISTRICT**
 6425 Main Street
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 Georgetown, CA 95634
www.gd-pud.org (530) 333-4356
 Steven Palmer, PE,
 General Manager

For additional information, contact:
George Sanders, Project Manager,
 at gsanders@gd-pud.org or
 Call (530) 333-4356

Mark Edson Dam - Dam Safety



**A Presentation for the
GDPUD Board of
Directors
April 10, 2018**



**GDPUD Board Meeting of 4/10/2018
AGENDA ITEM NO. 5.G.**

Trigger Mechanism and Required Action

Lake Oroville Spillway Incident - February 2017



Office of Governor
Edmund G. Brown Jr.



CALIFORNIA DEPARTMENT OF
WATER RESOURCES

Division of Safety of Dams (DSOD)

Part 1 - Spillway Comprehensive Condition Assessment

Part 2 - Emergency Action Plan and Inundation Mapping

Spillway Comprehensive Condition Assessment

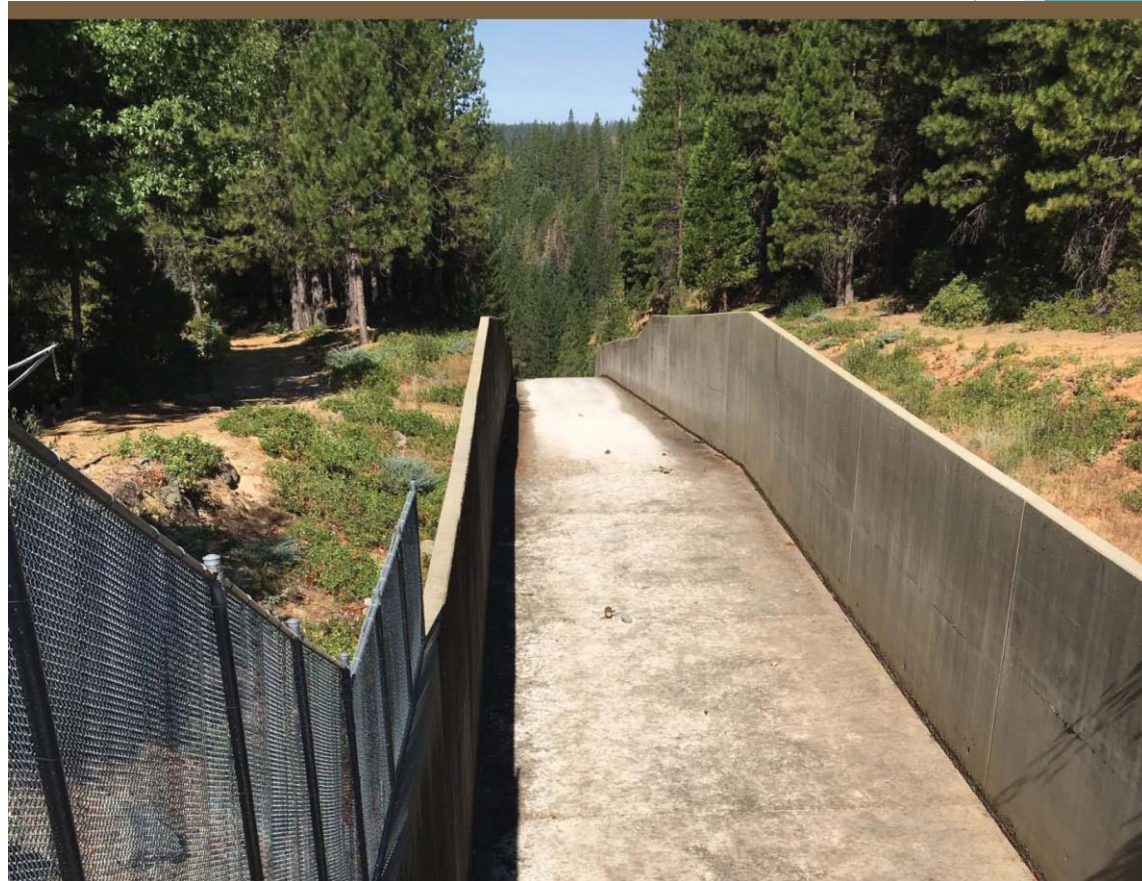
Mark Edson Dam, No. 460-3



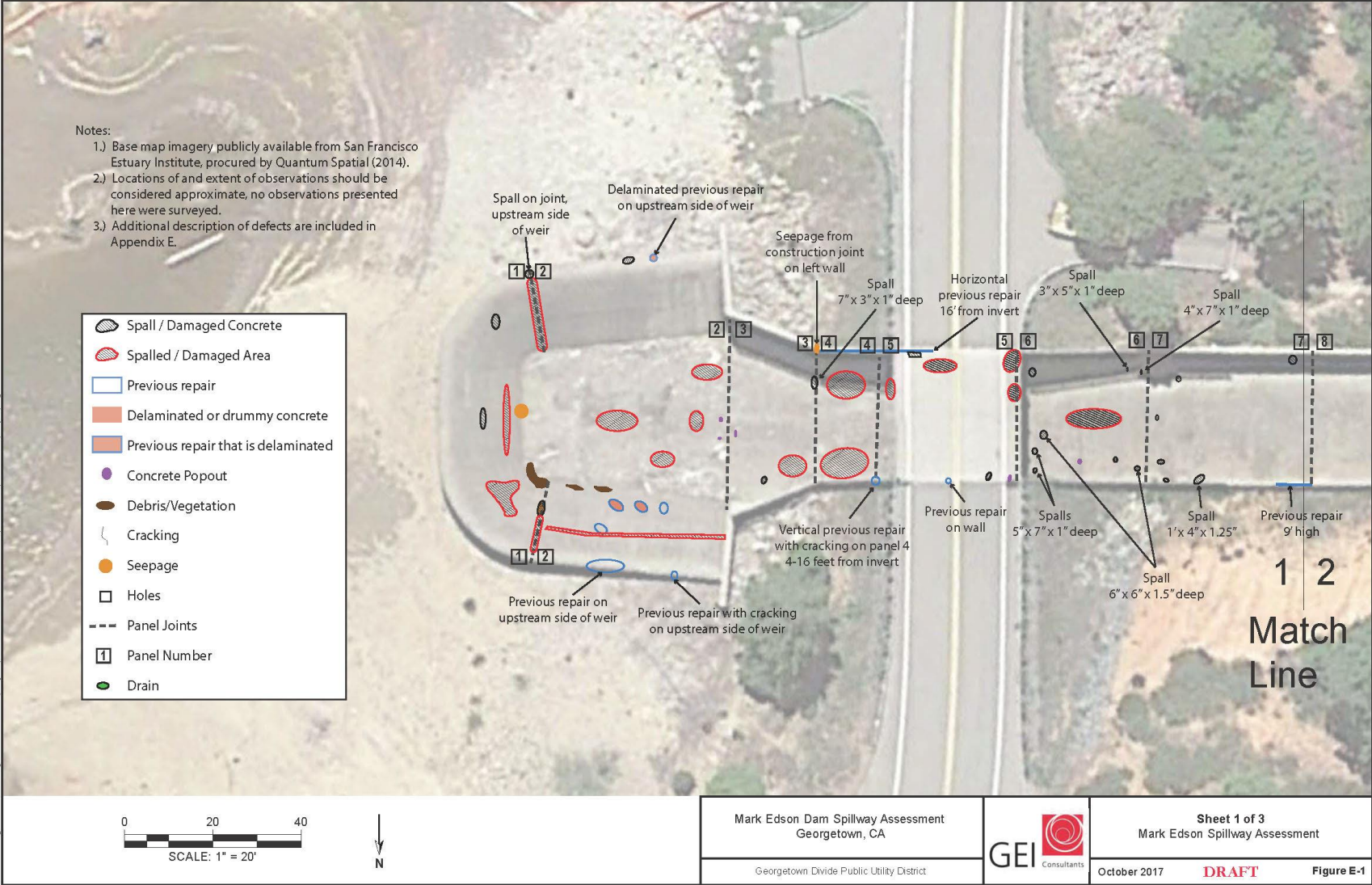
GEI Consultants
Consulting Engineers & Scientists

Spillway Evaluation Focus

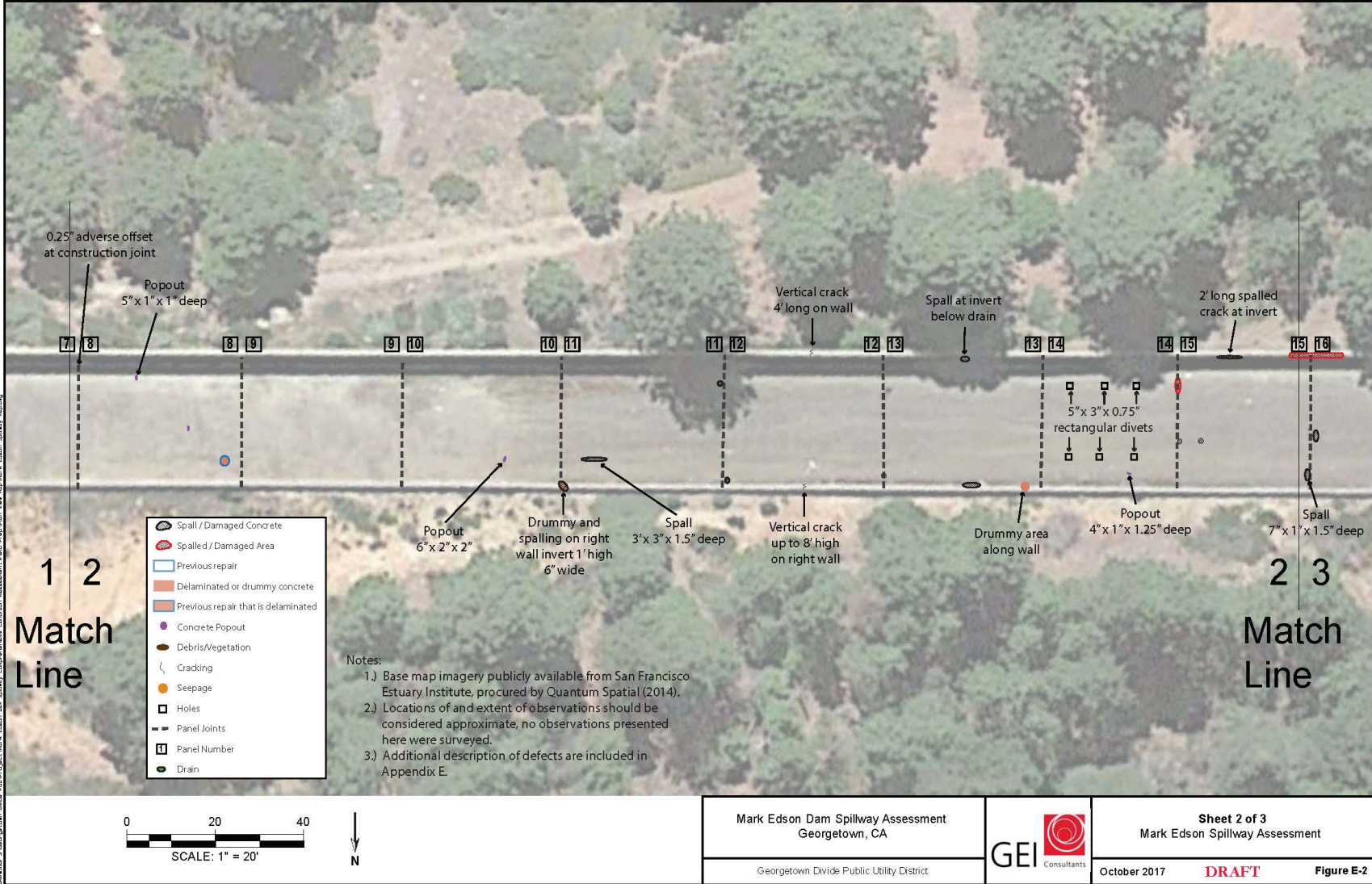
- Concrete Lining
- Existing Drainage System
- Potential for Slab Undermining
- Hydraulic Jacking
- Potential Geological Hazards



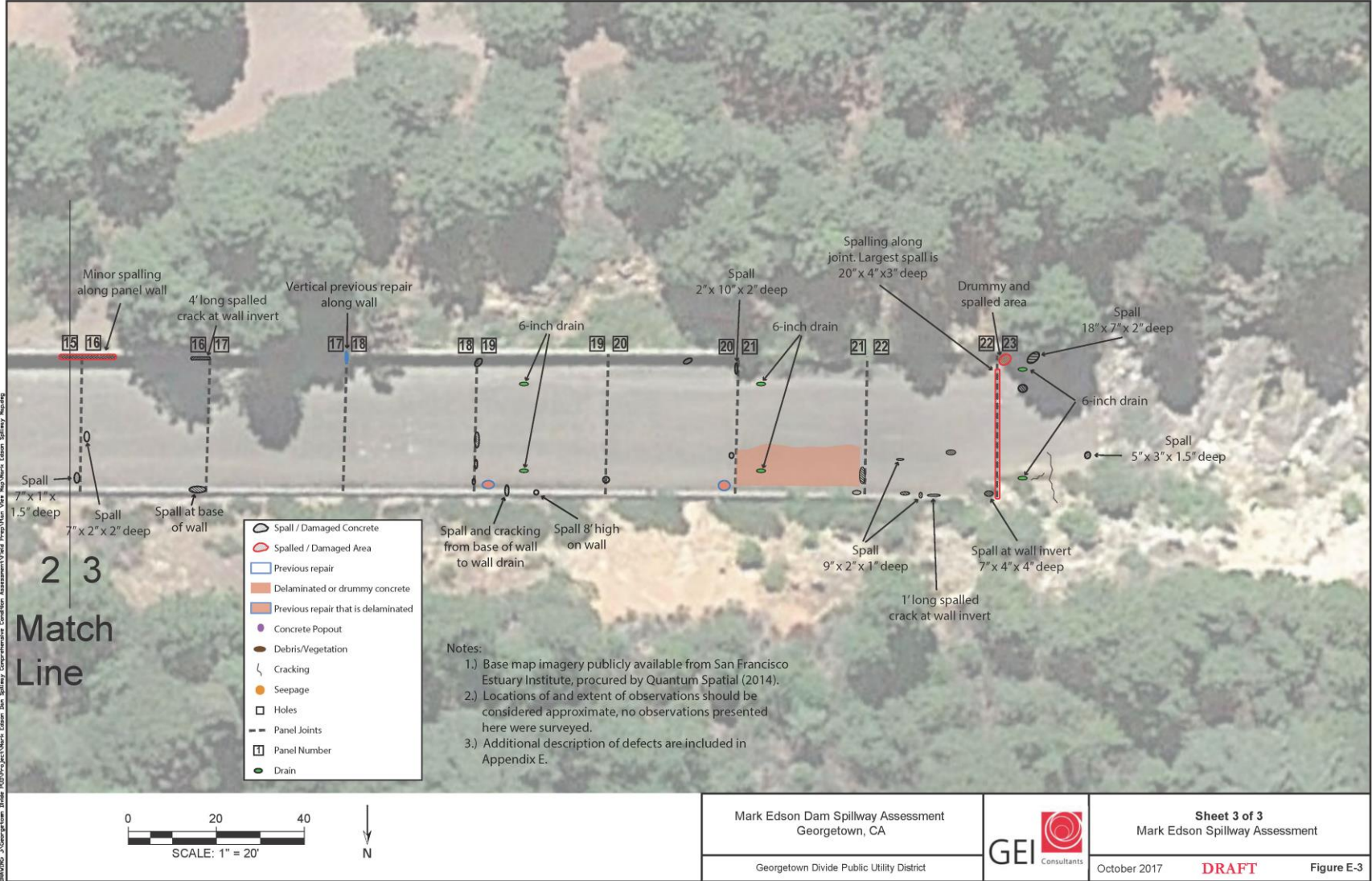
Spillway Comprehensive Condition Assessment Findings



Spillway Comprehensive Condition Assessment Findings



Spillway Comprehensive Condition Assessment Findings



Spillway Assessment Action Items

1. Development of a monitoring, inspection and maintenance program.
2. Develop a plan to repair:
 - Repair damaged areas of the spillway chute;
 - Remove large trees and shrubs within 50 feet of the spillway;
 - Fill large cracks and joints with sealant regularly; and
 - Excavate and repair drummy and patched area within the spillway weir and bathtub areas with fresh concrete.

Inundation Mapping and Emergency Action Plan Development and Objectives

Potential to impact downstream property should they fail or undergo an uncontrolled release.

- What areas will be flooded;
- How deep will the flood water get;
- When will the flood arrive;

- Identify potential emergency conditions;
- Preplan actions to be followed to minimize property damage and loss of life;

Mark Edson Dam

High Hazard Classification - January 1, 2019

Georgetown Control Dam

Significant Hazard Classification - January 1, 2021

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 10, 2018
AGENDA ITEM NO. 6.A.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDERATION OF IRRIGATION APPLICATIONS FOR 2018

PREPARED BY: Stephanie Beck, Administrative Aide III

APPROVED BY: Steven Palmer, PE, General Manager

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BACKGROUND

Ordinance 2005-01, An Ordinance Establishing Rules and Regulations for Irrigation Service in the Georgetown Divide Public Utility District, dictates the method of approving the irrigation applications received by the District. The Irrigation Applications are part of an annual process by which existing irrigation service accounts renew or modify their contracts with the Georgetown Divide Public Utility District, and new applications are considered for service on routes where available.

Applications are accepted every year between January 1 and March 1 for that calendar year's irrigation season. Ordinance 2005-01 states that applications will be considered for approval using the following priority system:

- Priority 1 – Parcels that received irrigation service during the immediately past irrigation season.
- Priority 2 – Parcels with most recent active irrigation service during the previous ten (10) irrigation seasons.
- Priority 3 – Applications for new irrigation service

DISCUSSION

Staff received and reviewed all irrigation requests in accordance with the priorities established in Ordinance 2005-01. A summary, by Route, of the 2018 Irrigation Applications is included with this report as **ATTACHMENT 1**. The summary presents staff recommendations for the 2018 irrigation season.

In general; Staff is recommending that the Board approve Priority 1 applications for all routes, approve all requests to reduce demand, and approve all Priority 3 applications as long they do not exceed the 2003 flow for that route. The following table lists the 2003 demand, 2018 demand, and available demand for each route.

Route	2003 Demand (Miner's Inch)	2018 Demand (Miner's Inch)	Available (Miner's Inch)
080 – Upper-Lower	43.5	32.5	11
081 – Cool-Cherry Acres	45	45	0
082 – C-CA/Croft	19.5	18.5	1
083 – Cunningham	8	8	0
084 – Garden Valley	58.5	49.5	9
085 – GV/Greenwood	24	20.5	3.5
086 – Hocket Hollow	21	18	3
087 – Kelsey Ditch	84.5	84	0.5 (1" min new)
088 – Kelsey Pipeline	7	6.0	1
089 – Main Ditch #1	66.5	66.5	0
090 – Main Ditch #2	113	78	35
091 – Pedro Hill Pipeline	8.5	8	0.5
092 – Pilot Hill Ditch	27	27	0
093 – Pilot Hill Pipeline	15.5	13	2.5
094 – Pilot Hill Estates	20	19.5	0.5
095 – Rattlesnake Bar	9.5	10.5	(-1)
096 – Spanish Dry Diggins	29	29	0
097 – Taylor Mine	32	29	3

As shown in the table, irrigation demand for 2018 is 55 miner inches less than the 2017 demand. This represents an 6% reduction in demand.

Customer 090/0165 – Main Ditch #2, requested a decrease from 25 miners inches to 8 miners inches after the March 1, 2018 closing date. The customer informed staff that has an error and they really need 10 miner's inches. Since there is water available in this route, staff recommends the Board approve this request. This modified request is reflected in the table.

Irrigation water deliveries are planned to commence on May 1, 2018.

FISCAL IMPACT

This action is necessary to begin delivering and billing for irrigation water and results in irrigation water revenue. Due to the newly adopted water rates, revenues are estimated to be \$200,000 more than last season.

RECOMMENDED ACTION

Staff recommends the Board approve all applications to reduce a contracted amount that are consistent with Ordinance 2005-01. This action results in flows reduced from the 2003 Safe and Reliable Demand threshold, established by the Board.

Staff recommends the Board approve all Priority 1 (P1) irrigation service accounts. This will assure that the flow in an established route will not exceed the Board established safe and reliable maximum flow.

Staff recommends the Board deny all Priority 2 (P2) and all Priority 3 (P3) requests that result in an increased flow for a specific route or are inconsistent with GDPUD Ordinance 2005-01.

ATTACHMENTS

1. Summary of 2018 Irrigation Applications
2. Customer Email
3. Resolution 2018-19

2018 IRRIGATION SEASON REQUEST SUMMARY

Routes	2003 Demand MI	2017 Active Accounts	2017 Demand MI	Requested Changes and Priority	2018 Demand MI	Staff Recommendation
Route 080: Upper-Lower Conduit	43.5	27	31.5		32.5	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests:				+1" (P3)		Approve APN 061-231-28 application for new service. (first applied 2018)
Route 081: Cool-Cherry Acres Ditch	45	26	45		45	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests :				+1" (P3)		Approve request to increase from 0 to 1". Activate account.
081/0090				-1" (P3)		Approve request to decrease from 4" to 3".
081/0125						
Route 082: C-CA / Croft Pipeline---Ext. #1,44	19.5	11	19.5		18.5	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests:				-1" (P3)		Approve request to decrease from 2" to 1".
082/0030						
Route 083: Cunningham Pipeline	8	9	8		8	Approve all P1 requests at 2003 flow.
Priority 1 (P1)	None					
Service Change Requests:						
Route 084: Garden Valley Pipeline	58.5	35	58.5		49.5	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests :				+1.5" (P3)		Approve request to increase from 1.5 to 3".
084/0047				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0070				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0080				-1" (P3)		Approve request to decrease from 3" to 2".
084/0095				-1" (P3)		Approve request to decrease from 2" to 1".
084/0128				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0135				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0165				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0180				-6" (P3)		Approve request to decrease from 16" to 10".
101/0130						
Route 085: G.V. / Greenwood Road Pipeline	24	26	22		20.5	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests :				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
085/0005				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
085/0070				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
085/0075						

2018 IRRIGATION SEASON REQUEST SUMMARY

Routes	2003 Demand MI	2017 Active Accounts	2017 Demand MI	Requested Changes and Priority	2018 Demand MI	Staff Recommendation
Route 086: Hocket Hollow Pipeline---Ext. #179	21	15	18		18	Approve all P1 requests at 2003 flow.
Priority 1 (P1)	None					
Service Change Requests :						
Route 087: Kelsey Ditch	84.5	56	84		84	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests :						
087/0030				+1" (P3)		Deny AB request. Results in increased flow. (first applied 2013)
087/0035				+0.5" (P3)		Deny request. Results in increased flow. (first applied 2017)
087/0100				+1" (P3)		Deny AB request. Results in increased flow. (first applied in 2015)
087/0120				-1" (P3)		Approve request to decrease from 3" to 2".
087/0175				+1" (P3)		Deny AB request. Results in increased flow. (first applied in 2016)
087/0220				+1" (P3)		Deny request. Results in increased flow. (first applied 2016)
087/0227				-1" (P3)		Approve request to decrease from 3" to 2".
087/0240				+1" (P3)		Approve request to increase from 0 to 1". Activate acct.(first applied 2011)
087/0320				+1" (P3)		Deny request. Results in increased flow. (first applied 2018)
087/0335				+1" (P3)		Approve request to increase from 0 to 1". Activate acct. (first applied 2012)
Route 088: Kelsey Pipeline	7	7	6.5		6.0	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests :						
088/0020				-0.5"		Approve request. Irrigation Service Revoked.
Route 089: Main Ditch #1	66.5	31	66.5		66.5	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests :						
089/0023				-1" (P3)		Approve request to decrease from 1" to 0".
089/0100				+1" (P3)		Deny Request. Results in increased flow. (first applied 2017)
				+1" (P3)		Approve APN 061-441-71 application for new service. (first applied 2016)
				+1" (P3)		Deny APN 061-571-72 application for new service. (first applied 2016)
Route 090: Main Ditch #2	113	50	113		78	Approve all P1 requests at 2003 flow.
Priority 1 (P1)						
Service Change Requests :						
090/0060				-1" (P3)		Approve request to decrease from 2" to 1".
090/0080				-1" (P3)		Approve request to decrease from 2" to 1".
090/0164				-2" (P3)		Approve request to decrease from 4" to 2".
090/0165				-15" (P3)		Approve request to decrease from 25" to 10".
090/0170				-14" (P3)		Approve request to decrease from 16" to 2".
090/0260				-2" (P3)		Approve request to decrease from 5" to 3".
Route 091: Pedro Hill Pipeline	8.5	7	8		8	Approve all P1 requests at 2003 flow.
Priority 1 (P1)	None					
Service Change Requests :						

2018 IRRIGATION SEASON REQUEST SUMMARY

Routes	2003 Demand MI	2017 Active Accounts	2017 Demand MI	Requested Changes and Priority	2018 Demand MI	Staff Recommendation
Route 092: Pilot Hill Ditch Priority 1 (P1) Service Change Requests : 101/0195	27	16	27		27	Approve all P1 requests at 2003 flow. Deny AB request. Results in increased flow. (first applied 2010) Deny APN 071-280-66 application for new service. (first applied 2015)
Route 093: Pilot Hill Pipeline Priority 1 (P1) Service Change Requests :	15.5	17	15.5	+1" (P3) +2" (P3)	13	Approve all P1 requests at 2003 flow. Approve request to decrease from 1.5" to 0.5". Approve request to decrease from 0.5" to 0". Approve request to decrease from 1" to 0.5". Approve request. Irrigation Service Revoked Approve request to increase from 0 to 0.5". Activate acct. (first applied 2014)
Route 094: Pilot Hill Estates Pipeline--Max 1 1/2" Priority 1 (P1) Service Change Requests :	20	15	20		19.5	Approve all P1 requests at 2003 flow. Approve request to decrease from 1.5" to 0.5". Approve request to increase from 0.5 to 1".
095: Rattlesnake Bar Rd. Pipelines Priority 1 (P1) Service Change Requests :	9.5 None	10	10.5	-1" (P3) +0.5" (P3)	10.5	Approve all P1 requests at 2003 flow.
096: Spanish Dry Diggins Ditch Priority 1 (P1) Service Change Requests :	29	15	29	+0.1" (P3) -1"	29	Approve request to increase from 0 to 1". Activate acct. (first applied 2018) Approve request. Irrigation Service Revoked.
097: Taylor Mine Ditch Priority 1 (P1) Service Change Requests :	32	25	32		29	Approve all P1 requests at 2003 flow. Approve request to decrease from 5" to 3". Approve request to decrease from 2" to 1".
TOTALS	632.0	398	614.5		562.5	
Water is available in the following routes prior to the start of the 2018 season:						
		Route 80	11	Route 88	1	
		Route 82	1	Route 90	35	
		Route 84	9	Route 91	0.5	
		Route 85	3.5	Route 93	2.5	
		Route 86	3	Route 94	0.5	
		Route 87	0.5	Route 97	3	

Stephanie Beck

GDPUD Board Meeting of
4/10/2018
AGENDA ITEM 6.A.
Attachment 2

From: Steven Palmer
Sent: Tuesday, March 27, 2018 10:20 AM
To: [REDACTED]
Cc: Stephanie Beck; Darrell Creeks
Subject: RE: Correction to Irrigation Water Application

[REDACTED]

Thank you for this.

We will include this in the report to the Board. It will be up to them if they want to approve, since your correction is a change outside of the normal application timeframe.

Steven Palmer, PE
General Manager
Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, California 95634

(530) 333-4356 Main
(530) 957-4413 Mobile
(530) 333-9442 Fax
spalmer@gd-pud.org

From: [REDACTED]
Sent: Tuesday, March 27, 2018 10:05 AM
To: Steven Palmer <spalmer@gd-pud.org>
Subject: Correction to Irrigation Water Application

Steve,

Good talking with you yesterday. As per our conversation, I am emailing with a request to correct my application for irrigation water. I am requesting 10 miner's inches (not 8). I miscalculated the proper request on the application I submitted previously.

Thank you.

[REDACTED]

RESOLUTION NO. 2018-19

**OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING IRRIGATION APPLICATIONS FOR THE 2018 IRRIGATION SEASON**

WHEREAS, Ordinance 2005-01, An Ordinance Establishing Rules and Regulations for Irrigation Service in the Georgetown Divide Public Utility District, dictates the method of approving the irrigation applications received by the District; and

WHEREAS, the Irrigation Applications are part of an annual process by which existing irrigation service accounts renew or modify their contracts with the Georgetown Divide Public Utility District, and new applications are considered for service on routes where available; and

WHEREAS, applications are accepted every year between January 1 and March 1 for that calendar year's irrigation season; and

WHEREAS, Ordinance 2005-01 states that applications will be considered for approval using the following priority system:

- Priority 1 – Parcels that received irrigation service during the immediately past irrigation season
- Priority 2 – Parcels with most recent active irrigation service during the previous ten (10) irrigation seasons
- Priority 3 – Applications for new irrigation service;

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

1. All applications to reduce a contracted amount that are consistent with Ordinance 2005-01 are approved. This action results in flows reduced from the 2003 Safe and Reliable Demand threshold, established by the Board.
2. The Board further approves all Priority 1 (P1) irrigation service accounts. This will assure that the flow in an established route will not exceed the Board established safe and reliable maximum flow.
3. The Board denies all Priority 2 (P2) and all Priority 3 (P3) requests that result in an increased flow for a specific route or are inconsistent with GDPUD Ordinance 2005-01.
4. These actions are summarized in the attached table.

PASSED AND ADOPTED on this 19th day of April 2018, by the following vote:

AYES:

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 2018-19, 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 19th day of April 2018.

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 10, 2018
AGENDA ITEM NO. 6.B.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: AWARD A CONSTRUCTION CONTRACT WITH UNIFIED FIELD SERVICES CORPORATION IN THE AMOUNT OF \$172,000 FOR WALTON LAKE TREATMENT PLANT #2 WATER STORAGE TANK RECOATING

PREPARED BY: Darrell Creeks, Operations 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.

BACKGROUND

The cleaning and maintenance of one water storage tank at the Walton Lake Treatment Plant is a project included in the FY 2017-18 Capital Budget. The need to clean and perform maintenance on this tank, as well as others within the District facilities, is identified in the State inspection reports. The proposed expenditure in the Budget is \$200,000. Funding dedicated to this project is within Fund 43.

DISCUSSION

On February 6, 2018, the District released a request for bids for the recoating of the interior and exterior of Walton Lake Treatment Plant #2 Water Storage Tank, an existing 300,000-gallon steel potable water storage tank, together with testing and proper disposal of all waste materials.

On March 30, 2018, the District received three completed bid proposals ranging from a high bid of \$286,740 to a low bid of \$172,000. The bid summary sheet is attached as **Attachment 1**.

Unified Field Services Corporation (UFSC) was selected as apparent low bidder with a bid of \$172,000. Staff reviewed and accepted the bid proposal and was able to contact three of the five references supplied by UFSC as previous similar projects. The three respondents were positive in their assessment of UFSC's performance on the listed projects. The fourth and fifth references did not respond to our inquiries. The references summary sheet is included as **Attachment 2**.

Due to the time-sensitive nature (increased seasonal demands for treated water) and short construction schedule (40 calendar days) of this project, staff recommends that the General Manager have "change order" authority in an amount not to exceed 10% of the contract amount. This will eliminate the need to return to the Board of Directors for minor changes to the project allowing for a timely completion of the project.

FISCAL IMPACT

The current total capital project budget is \$200,000. At this point in time, the projected expenditures are listed below:

Construction Inspection and Management	\$ 29,400
Construction Contract	\$172,000
<u>Construction Contingency</u>	<u>\$ 17,200</u>
Total	\$218,600

The projected expenditures exceed the capital project budget by \$18,600. A budget amendment is not required at this time because Staff does not anticipate exceeding the amount already planned to be used from capital reserves (Fund 43).

The five-year capital project budget does need to be revised, and a revised capital project budget detail sheet are included as Attachment 3.

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.”

RECOMMENDED ACTION

Staff recommends that the Board adopt the attached Resolution 2018-27 awarding the construction contract and authorizing the General Manager to execute a contract with Unified Field Services Corporation in the amount of \$172,000, authorizing the General Manager to approve change orders not to exceed 10% of the contract amount, and approve the revised capital project budget. The final contract is subject to the review of District Counsel.

ATTACHMENTS

1. Bid Sheet
2. References Summary Sheet
3. Revised Capital Project Budget
4. Resolution 2018-21

BID SUMMARY SHEET	
Project: Walton Lake Treatment Plant #2 Water Storage Tank Recoating Project	Due Date 03/30/2018 @ and Time: 2 PM Local Time
Facilitator: Darrell Creeks	Location: GDPUD Main Office

Contractor	Bid Amount
Unified Field Service Corporation	172,000.00
Olympus & Associates	173,872.50
Farr Construction	286,740.00

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

Prepared by: _____
Print Name: _____
Witness: _____
Print Name: _____

Experience Qualifications

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

Experience in work, of a nature similar to that covered in the bid extends, over a period of 20 years.

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

If yes, please explain:

List of Previous Contracts Completed by Contractor

	DATE	NAME OF PROJECT	CONTRACT AMOUNT	OWNER	PHONE #
1.	2018	Abrasive Blast and Coat Interior and Exterior of 2 Tanks @ CRC Kettleman City 29.1 Facility	\$150,000.00	California Resources Corp. Jerald Dunn.	970.250.2512
2.	2018	Abrasive Blast and Coat the Interior and Exterior of one 40'D X 24'H Tank. @ Mt. Poso South Plant	\$190,000.00	California Resources Corp. Carolina Andrade	661.747.2492.
3.	2016	Abrasive Blast and Coat the Interior and Exterior of 6 Tanks @ Vintage 35Z.	>1MM	Superior Tank Mike Anderson	661.205.9138.
4.	2018	Abrasive Blast and Coat the Interior of one 60'D X 32'H Tank.	\$200,000.00	Gerardo Parra California Resources Corp.	661.695.1051.
5.	2017	Abrasive Blast and Coat Interior and Exterior of on 55'D X 24'H Tank.	\$200,000.00	Superior Tank Mike Anderson	661.205.9138.

Please attach separate sheet, if needed.

Project Name: Annual Tank Recoating
Project Number:
Project Description: Recoat interior and exterior of water storage tank
Funding Sources:

Sources	Prior Years	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		218,600	223,000	227,000	232,000	237,000		1,137,600
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	218,600	223,000	227,000	232,000	237,000	0	1,137,600

Project Cost Estimate:

Elements	Prior Years	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Future Years	Total
Preliminary Engineering		0	0	0	0	0		0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering		29,400	30,000	30,000	31,000	32,000		152,400
Construction Contract		189,200	193,000	197,000	201,000	205,000		985,200
Other CIP Costs								0
Other - TBD								0
Total	0	218,600	223,000	227,000	232,000	237,000	0	1,137,600

RESOLUTION NO. 2018-21

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

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE
A CONSTRUCTION CONTRACT WITH UNIFIED FIELD SERVICES
CORPORATION FOR AN AMOUNT NOT TO EXCEED \$172,000 FOR THE
RECOATING OF WALTON LAKE STORAGE TANK #2, AUTHORIZING THE
GENERAL MANAGER TO APPROVE CHANGE ORDERS NOT TO EXCEED
10% OF THE CONTRACT AMOUNT, AND APPROVING THE REVISED
CAPITAL PROJECT BUDGET**

WHEREAS, a Utility Service Group water storage tank inspection was conducted in 2015 which identified several storage tanks in the Georgetown Divide Public Utility District in need of cleaning and recoating, including the Walton Lake Storage Tank #2; and

WHEREAS, a notice inviting bids to select a contractor to perform the recoating of Walton Lake Storage Tank #2 was issued on February 6, 2018, and three (3) bids were received on March 30, 2018; and

WHEREAS, after reviewing bids, District Staff have determined that Unified Field Services Corporation was the lowest responsive and responsible bidder; and

WHEREAS, the Unified Field Services Corporation bid is in the amount of \$172,000; and

WHEREAS, the project expenditures are expected to be of \$218,600, which exceeds the total project budget of \$200,000.

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

1. The construct contract is awarded to Unified Field Services Corporations.
2. The General Manager is authorized to execute a construction contract with Unified Field Services Corporation in the amount of \$172,000 for the recoating of Walton Lake Storage Tank #2.
3. The General Manager is authorized to approve change orders not to exceed 10% of the contract amount.
4. The capital project budget is revised as shown on Attachment 3.

PASSED AND ADOPTED on this 10th day of April 2018, by the following vote:

AYES: *Halpin, Henschild, Souza, Uso, Wadde*

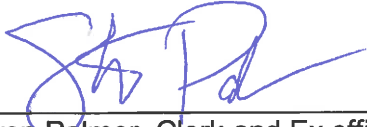
NOES:

ABSENT/ABSTAIN:



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

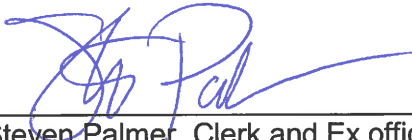
ATTEST:



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 2018-21 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 10th day of April 2018.



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


REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 10, 2018
AGENDA ITEM NO. 6.C.



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONTRACT WITH BAY AREA COATING CONSULTANTS

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Steven Palmer, PE, General Manager 

BACKGROUND

The cleaning and maintenance of one water storage tank at the Walton Lake Treatment Plant is a project included in the FY 2017-18 Capital Budget. The need to clean and perform maintenance on this tank, as well as others within the District facilities, is identified in the State inspection reports. The proposed expenditure in the Budget is \$200,000. Funding dedicated to this project is within Fund 43.

DISCUSSION

On February 6, 2018, the District released a request for proposals for the Inspection Services for the recoating of the interior and exterior of Walton Lake Treatment Plant #2 Water Storage Tank, an existing 300,000-gallon steel potable water storage tank.

On March 6, 2018, the District received three proposals from Bay Area Coating Consultants (BACC), CSI Services, and West Coast Consultants. Proposals were reviewed by Operations Manager Darrell Creeks, Chief Water Treatment Plant Operator Marty Ceirante, and General Manager Steven Palmer. BACC was selected as having the experience and qualifications best suited for the Project. BACC provided similar services for the District in 2017 with the inspection services for Walton Lake Storage Tank #1, and they provided excellent service.

BACC's hourly rate will be \$105.00 per hour with a not to exceed amount of \$29,400.00.

FISCAL IMPACT

The current total capital project budget is \$200,000. At this point in time, the projected expenditures are listed below:

Construction Inspection and Management	\$ 29,400
Construction Contract	\$172,000
<u>Construction Contingency</u>	<u>\$ 17,200</u>
Total	\$218,600

The projected expenditures exceed the capital project budget by \$18,600. A budget amendment is not required at this time because Staff does not anticipate exceeding the amount already planned to be used from capital reserves (Fund 43).

The five-year capital project budget does need to be revised, and a revised capital project budget detail sheet was presented in Agenda Item 6B.

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.”

RECOMMENDED ACTION

It is Staff’s recommendation that the Board authorize the General Manager to enter into a contract with Bay Area Coating Consultants, Inc., for inspection services for the Inspection Services for the recoating of the interior and exterior of Walton Lake Treatment Plant #2 Water Storage Tank. The amount of this contract not to exceed \$29,400. Final contract to be subject to the review and approval of District Counsel.

ATTACHMENTS

1. Resolution 2018-22

RESOLUTION NO. 2018-22

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

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT WITH BAY AREA COATING
CONSULTANTS INC. AN AMOUNT NOT TO EXCEED \$29,400 FOR THE
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE
RECOATING OF WALTON LAKE STORAGE TANK #2**

WHEREAS, a Utility Service Group water storage tank inspection was conducted in 2015 which identified several storage tanks in the Georgetown Divide Public Utility District in need of cleaning and recoating, including the Walton Lake Storage Tank #2;

WHEREAS, a request for proposals to select a consultant to perform the construction management and inspection services for the recoating of Walton Lake Storage Tank #2 was issued on February 6, 2018, and three (3) proposals were received on March 6, 2018; and

WHEREAS, after reviewing proposals, District Staff have determined that based on qualifications Bay Area Coating Consultants Inc. was the most qualified bidder;

WHEREAS, the Bay Area Coating Consultants Inc. proposal is for an hourly fee of \$105 per hour with a not to exceed amount of \$29,400;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** the General Manager is authorized to execute a professional services agreement with Bay Area Coating Consultant Inc. in the amount of \$29,400 for the recoating of Walton Lake Storage Tank #2.

PASSED AND ADOPTED on this 10th day of April 2018, by the following vote:

AYES:

Halpin, Hanschild, Souza, Uso, Wadde

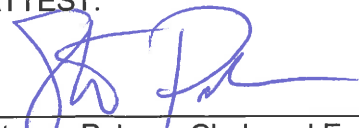
NOES:

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 2018-22 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 10th day of April 2018.



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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 10th day of April 2018, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. District has determined that consultant services are required for the preparation of financial audits for the fiscal years ending June 30, 2018, 2019, and 2020 (The “Project”).

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

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

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

AGREEMENT

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

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

3. Compensation. District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$65,835.00, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide the District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant: Kenneth Macias
Lance, Soll & Lunghard, LLP
2151 River Plaza Drive Suite 150
Sacramento, CA 95833

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

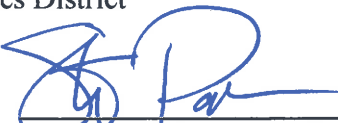
L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

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

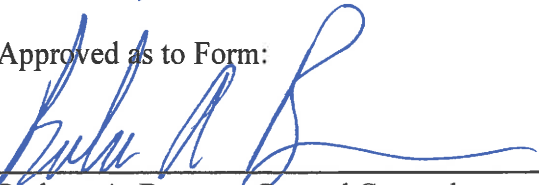
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven V. Palmer, General Manager

Date: 4/10/18

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

Kenneth Macias
Lance, Soll, & Lunghard, LLP

By: 
Kenneth Macias

Date: April 4, 2018

EXHIBIT A

Services

SERVICES TO BE PERFORMED

1. LSL will perform a financial and compliance audit to determine (a) whether the combined financial statements of the District fairly present the financial position and the results of financial operations in accordance with generally accepted accounting principles, and (b) whether the District has complied with laws and regulations that may have a material effect upon the financial statements.
2. LSL will prepare the Financial Statements.
3. LSL will examine the District's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the General Manager. The examination shall be made and reports rendered in accordance with generally accepted government auditing standards. In addition, the auditors shall communicate any reportable conditions found during the audit that can be defined as either a significant or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.
4. LSL will make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the General Manager.
5. Under the requirements of the Federal Government's program covering a single audit for all federal grant funds, auditors shall conduct an audit in accordance with the Single Audit Act Amendments of 1996, Uniform Guidance and generally accepted auditing standards as well as generally accepted governmental auditing standards.
6. LSL will submit a management letter setting forth their findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope, usually associated with such an examination relating to, but not limited to,
 - a) Improvement in systems of internal control,
 - b) Improvement in accounting system,
 - c) Apparent noncompliance with laws, rules, and regulations, and
 - d) Any other material or significant matter

EXHIBIT B

**Rates
APPENDIX A**

Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	10	\$ 280	\$ 210	\$ 2,100
Manager	22	\$ 190	\$ 150	\$ 3,300
Supervisory Staff	75	\$ 150	\$ 115	\$ 8,625
Other (Specify) Staff	88	\$ 110	\$ 90	\$ 7,920
Sub-Total				\$ 21,945
Other Expenses				\$ -
Total				\$ 21,945

APPENDIX B

All-Inclusive Maximum Price by Report	Optional Years				
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
District Financial Statements	\$ 18,050	\$ 18,050	\$ 18,050	\$ 18,410	\$ 18,780
Single Audit	\$ 3,390	\$ 3,390	\$ 3,390	\$ 3,460	\$ 3,530
Financial Transactions Report	\$ 510	\$ 510	\$ 510	\$ 520	\$ 530
Total	\$ 21,945	\$ 21,945	\$ 21,945	\$ 22,390	\$ 22,840

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 10, 2018
AGENDA ITEM NO. 6.D.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: AUTHORIZE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP IN THE AMOUNT OF \$65,835.00 FOR AUDIT SERVICES FOR FY 2017/18, FY 2018/19, AND FY 2019/20

PREPARED BY: Christina Cross, Management Analyst

APPROVED BY: Steven Palmer, PE, General Manager



BACKGROUND

The District issued a request for proposal (RFP) on February 26, 2018. The RFP was circulated through formal bidding avenues. The deadline for proposals was March 23, 2018. The District received five proposals from the following firms:

- Lance, Soll & Lungard, LLP (LSL CPAs) (Sacramento)
- Richardson & Company (Sacramento)
- Fechter & Company (Sacramento)
- Badawi & Associates (Oakland)
- Nigro & Nigro (Oakland)

DISCUSSION

On Wednesday, March 28, District staff along with two members of the Finance Committee, Sierra Nyokka and Tom Crawford, reviewed proposals and ranked proposals based on criteria such as location, experience with water district and other similar agencies, firms' staff experience, audit approach, use of technology, training offerings, and price. After thorough review the District chose to schedule interviews with LSL CPAs and Richardson & Company on Monday, April 2, 2018.

A Special Finance Committee meeting was held on Tuesday, April 3, where based on its thorough selection and interview process, the District recommended LSL CPAs. After careful consideration the Finance Committee agreed and moved to recommend the Board approve a contract for audit services with LSL CPAs.

FISCAL IMPACT

The Professional Services Agreement contract annual amount is \$21,945. This amount includes the optional task of a single audit in the amount of \$3,390 per year. The single audit is only required if the District receives over \$750,000 amount in federal funds each year. Due to the funding from the State Revolving Fund Loan and the CABY grant, a single audit may be required during the term of this

agreement. The cost for the single audit is \$3,390 per year, and these funds will only be spent if the single audit is required and the work is authorized by Staff. The total for three years with a single audit each year is \$65,835.

CEQA ASSESSMENT

Not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board approve and authorize the General Manager to execute the professional services agreement for audit services with LSL CPAs for fiscal years 2017-18, 2018-19, 2019-20; with an option for two additional years.

ATTACHMENTS

1. Professional Services Agreement for audit services LSL CPAs
2. Resolution 2018-23

RESOLUTION NO. 2018-23

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

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL &
LUNGHARD, LLP IN THE AMOUNT OF \$65,835.00 FOR AUDIT SERVICES
FOR FY 2017/18, FY 2018/19, AND FY 2019/20**

WHEREAS, a request for proposals to select a qualified firm to prepare the annual audit was issued and five proposals were received on March 23, 2018; and

WHEREAS, after reviewing proposals and conducting interviews, District Finance Committee, and District Staff and consultants have determined that Lance, Soll & Lunghard, LLP (LSL) is well qualified and provided the District with a preferred proposal and scope of work; and

WHEREAS, the LSL proposal is for a time and materials fee not to exceed \$65,835 for three fiscal years;

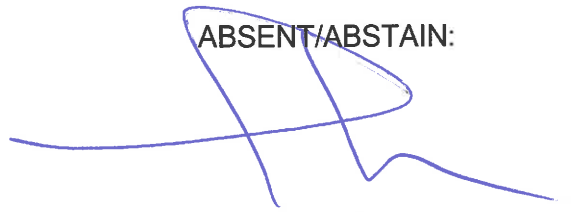
NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the attached Professional Services Agreement for audit services with Lance, Soll, & Lunghard, LLP (LSL CPAs) is approved and the General Manager is authorized to execute the agreement in the amount of \$65,835.

PASSED AND ADOPTED on this 10th day of April 2018, by the following vote:

AYES: *Halpin, Honschild, Souza, Uso, Waddle*


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 2018-23, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 10th day of April 2018.



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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 10, 2018
AGENDA ITEM NO. 6.E.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF \$17,000.00 FROM PROPERTY TAX REVENUE FOR THE LOW-INCOME RATE ASSISTANCE PROGRAM

PREPARED BY: Christina Cross, Management Analyst

APPROVED BY: Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, General Manager, written over the name.

BACKGROUND

During the March 13, 2018, Regular Board Meeting a low-income rate assistance program for treated water customers was approved. The Board of Directors requested that staff pro rate the \$35,000.00 for expenses for the remainder of the fiscal year and return with a budget amendment to fund the program for this year.

DISCUSSION

Management Analyst Christina Cross calculated the prorated costs associated with the Low-Income Rate Assistance Program (LIRA). The Board of Directors approved \$35,000 for a full fiscal year. Since there are 4 months remaining in the current fiscal year, \$35,000 was divided by 12 months and then multiplied by 4 months. The amount that staff is recommending be allocated to subsidies for the LIRA this fiscal year is \$12,000.

Staff time to administer the program was estimated to cost \$15,000 per fiscal year. Applying the same method of dividing \$15,000 by 12 and multiplying by the remaining 4 months brings the administrative costs for the remainder of this fiscal year to \$5,000. Therefore, the total prorated cost being taken from Property Tax Revenue for the fiscal year 2017-2018 is \$17,000.

Additionally, the Board directed the General Manager to review whether or not the LIRA subsidies should be retroactive to the January and February billing cycle. The General Manager has reviewed the appropriateness of making the subsidies retroactive and recommends against this approach for the following reasons:

1. Inconsistent with industry standard practice.
All examples of LIRA programs found by Staff, allowed for subsidizes to take effect 30 days after the application was approved, or on the next billing cycle. Establishing a policy that allows for the subsidy to be retroactive is not consistent with standard practice in the utility industry.
2. Not equitable to all customers
The LIRA Program is only in its beginning stages. The Board is just now approving the budget for the Program at this meeting, and consequently very little outreach has been performed. Few customers have been informed of the

Program. The most equitable approach is to make the Program effective for the billing cycle after a customer's application has been reviewed and accepted. This ensures a level playing field for all customers.

3. Difficult to implement

Making subsidies retroactive to January and February 2018 presents several implementation challenges. For example, applications have been submitted with current PG&E bills reflecting CARE Program participation that may not have been effective during January 2018. Additionally, while billing software allows the District to create special rates for LIRA participants, it is much more cumbersome to adjust bills that have already been issued and paid. Staff would need to manually enter credits to each LIRA participants account.

FISCAL IMPACT

Due to restrictions imposed by Proposition 218, LIRA Programs cannot be funded by water rate revenues. They must be funded by other revenue sources such as property tax, hydroelectric revenue, SMUD revenue, lease revenue, or voluntary contributions.

Fiscal Year 2017-2018 budget does not include any funding for a LIRA Program. At this point, Board direction has been to set aside \$35,000 for a LIRA program each fiscal year. For the remainder of the Fiscal year 2017-2018 the prorated amount for the program is \$17,000. The budget needs to be amended to \$12,000 for use in the LIRA subsidies, and \$5,000 for use in LIRAP administration from property tax revenue.

CEQA ASSESSMENT

Not a CEQA project.

RECOMMENDED ACTION

Staff recommends that the Board adopt Resolution 2018-24 to approve the budget amendment allocating funds from Property Tax Revenue to the appropriate accounts.

ALTERNATIVES

Provide Staff with alternative direction regarding LIRA budget amounts.

ATTACHMENTS

1. Budget Amendment 2018-17
2. Resolution 2018-24

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Administrative Directive 2018-17
Budget Change Request Form
 Fiscal Year 2017-16

Date: 4/10/2018

To: Steven Palmer, PE, General Manager

From: Christina Cross, Management Analyst

Source of Funds or Transfer from:

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>		
		<u>Current Budget</u>	<u>Budget Change</u>	<u>Amended Budget</u>
Property Tax Revenue	10-4050-LIA	\$ 1,569,000	(17,000)	1,552,000
		\$		-
		\$		-
		\$		-
<i>Total:</i>		\$	<u>(17,000)</u>	

New Appropriation or Transfer to:

<u>Account Description</u>	<u>Account Number</u>	<u>Amount</u>		
		<u>Current Budget</u>	<u>Budget Change</u>	<u>Amended Budget</u>
Low Income Rate Assistance Program	Fund 10	-	12,000	12,000
Labor	10-5500-5010-LIA	\$ 105,925	5,000	110,925
		\$		-
		\$		-
<i>Total:</i>		\$	<u>17,000</u>	

Reason for change:

Property Tax Revenue for Low Income Rate Assistance Program

Requested by: _____ Date: _____
Christina Cross, Management Analyst

General Manager: _____ Date: _____
Steven Palmer, PE, General Manager

Recommended: Yes: No:

Approved: Yes: No:

RESOLUTION NO. 2018-24

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

**ADOPTING A BUDGET AMENDMENT IN THE AMOUNT OF \$12,000.00 FROM
PROPERTY TAX REVENUE FOR THE LOW-INCOME RATE ASSISTANCE PROGRAM**

WHEREAS, the Board of Directors of the Georgetown Divide Public Utility District (“District”) desires to amend the budget to include funding from Property Tax Revenue to the Low-Income Assistance Program;

WHEREAS, the District wishes to prorate the original amount of \$35,000 for the remaining four months of the current fiscal year for the Low-Income Rate Assistance Program;

WHEREAS, the District wishes to prorate the original amount of \$15,000 for the remaining four months of the current fiscal year for staff time;

WHEREAS, the District is limited to the funds that can be used to facilitate the Low-Income Rate Assistance Program as well as the staff time used to administer the program.

WHEREAS, the budget amendment, dated April 10, 2018 was presented to and reviewed by the Board on April 10, 2018;

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

1. A budget amendment in the amount of \$7,000 to fund the Low-Income Rate Assistance Program for the remainder of FY 2017/2018 is approved.
2. A budget amendment in the amount of \$5,000 to cover administrative costs to facilitate the program for the remainder of FY 2017/2018 is approved.

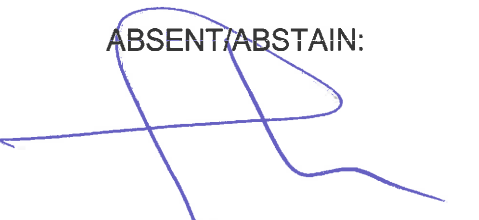
PASSED AND ADOPTED on this 10th day of April 2018 by the following vote:

AYES:

Halpin, Hamschild, Souza, Uso, Wadde

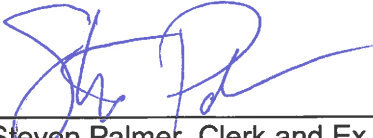
NOES:

ABSENT/ABSTAIN:



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

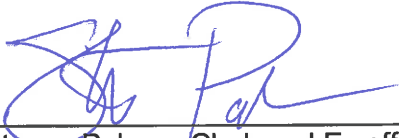
ATTEST:



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 2018-24, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 10th day of April 2018.



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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF FEBRUARY 13, 2018
AGENDA ITEM NO. 6.F.**



**AGENDA
SECTION:**

NEW BUSINESS

SUBJECT:

**APPROVE REIMBURSEMENT FOR DIRECTOR EXPENSES
INCURRED FOR ATTENDANCE AT THE ACWA SPRING
CONFERENCE**

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, PE, General Manager" in the "APPROVED BY" section.

BACKGROUND

In the past, Directors and the General Manager have participated in the conferences offered by the Association of California Water Agencies to connect and stay current with the water industry. Program offerings include Statewide Issue Forums, Town Hall discussions, Region Programs and sessions covering a wide range of topics including groundwater management, water rates issues, crisis communications, affordable drinking water issues, municipal finance, and more.

DISCUSSION

The 2018 ACWA Spring Conference is scheduled for May 8-11, in Sacramento. The conference brochure is included as Attachment 2.

In accordance with Board adopted District policy, conference attendance and travel by Directors is paid for on a reimbursement basis. Directors must pay for their own conference registration fees, hotels, travel, and meals then request reimbursement after attending the conference and reporting back to the full Board.

The following directors have expressed a desire to attend the conference:

Director Lon Uso

Director Jesse Hanschild

Cash advances or use of District credit cards for these purposes is not permitted.

FISCAL IMPACT

The expenditure for participation in the ACWA Spring Conference has been budgeted for in the amount of \$4,740 for the 2017/2018 Fiscal year. Registration for this conference is typically around \$700 per attendee and hotel rooms average about \$180 per night. This should cover up to three attendees, including the General Manager.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Approve attendance by Director Lon Uso and Director Jesse Hanschild at the ACWA Spring Conference in Sacramento and approve reimbursements for conference and travel-related expenses incurred by their participation.

ALTERNATIVES

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

ATTACHMENTS

1. Resolution 2018-25
2. ACWA Spring Conference Brochure

RESOLUTION 2018-25

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

**AUTHORIZING REIMBURSEMENT OF CONFERENCE AND TRAVEL-RELATED EXPENSES
RELATED TO PARTICIPATION BY IN THE 2018 ACWA SPRING CONFERENCE**

WHEREAS, the 2018 Spring Conference of the Association of California Water Agencies (ACWA) is scheduled for May 8-11, 2018, in Sacramento, California; and

WHEREAS, the General Manager and Directors of the Georgetown Divide Public Utility District have participated in conferences offered by ACWA to connect and stay current with the water industry; and

WHEREAS, the offerings include Statewide Issue Forums, Town Hall discussions, Region Programs and sessions covering a wide range of topics including groundwater management, water rates issues, crisis communications, affordable drinking water issues, municipal finance; and

WHEREAS, in accordance with Board-adopted District policy, expenses for conference attendance and travel by Directors are paid for on a reimbursement basis with conference attendees providing a report to the Board of Directors on conference activities; and

WHEREAS, the following Directors have indicated a desire to attend the 2018 ACWA Spring Conference:
Director Lon Uso
Director Jesse Hanschild

WHEREAS, the amount of \$4,740 for the 2017/2018 Fiscal Year has been budgeted for expenditures related to participation in the ACWA Spring Conference;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT reimbursements for conference and travel-related expenses for participation by Directors Lon Uso and Jesse Hanschild in the 2018 ACWA Spring Conference are approved.

PASSED AND ADOPTED on this 10th day of April 2018, by the following vote:

AYES: *Hanschield, Souza, Uso, Wadle*

NAYS:

ABSENT/ABSTAIN: *Helpin*



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

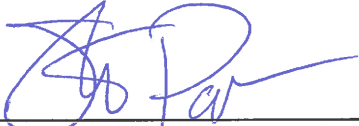
ATTEST:



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 2018-26 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 10th day of April 2018.



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

CAWATER: BUILDING FOR THE FUTURE

ACWA 2018 SPRING CONFERENCE & EXHIBITION
MAY 8-11, 2018 | SACRAMENTO

CAWATER: BUILDING FOR THE FUTURE

ACWA 2018 SPRING CONFERENCE & EXHIBITION | SACRAMENTO



I invite you to attend ACWA's 2018 Spring Conference & Exhibition, "CA Water: Building for the Future" May 8-11, in Sacramento.

California's weather and political climate in recent years has challenged us. We've gone from record-setting drought to record-setting rain. Increasing regulatory, environmental, and economic pressures are pushing water agencies across California to find new ways to provide reliable and affordable service to their customers. These extraordinary times have also highlighted the critical role of water infrastructure, sound conservation, and good water policy.

ACWA's Spring Conference welcomes diverse perspectives- agricultural and urban, large and small agencies- to attend more than 80 meeting and program sessions to help you stay informed and updated on a variety of local, statewide, and federal water issues, important and critical information that you and your organizations need to know. Networking opportunities will allow you to connect with the California water community, learn best practices, and exchange ideas. The conference also offers continuing education credits in the legal, energy, financial, and drinking water for professionals seeking contact hours.

And as always, the ACWA Exhibit Hall will be filled with vendors' products and services that may offer you just the right solutions for your water agency's needs. From legal and financial to energy and operations, the Exhibit Hall showcases what's new in our industry.

Please join us in Sacramento as we continue to build for the future!

Best regards,

A handwritten signature in black ink that reads "Brent Hastey". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brent Hastey
ACWA President

CONFERENCE HIGHLIGHTS

THURSDAY LUNCHEON

Thursday, May 10 | 11:45 AM - 1:45 PM



ACWA Welcomes Karla Nemeth to Speak at the Thursday Luncheon

Keynote Speaker: Karla Nemeth, Director, California Department of Water Resources

Karla Nemeth was appointed Director of the California Department of Water Resources by Governor Edmund G. Brown Jr. on January 10, 2018. As its newest director, Ms. Nemeth will oversee DWR operations, including maintaining the California State Water Project, managing floodwaters, monitoring dam safety, conducting habitat restoration, and providing technical assistance and funding for projects for local water needs

Nemeth worked at the California Natural Resources Agency as Governor Brown's deputy secretary and senior advisor for water policy since 2014. She was Bay Delta Conservation Plan project manager from 2009 to 2014.

TOWN HALL

Thursday, May 10 | 2:00 - 3:15 PM

Can Trust Be Rebuilt? What's Next for Oroville?



Come hear about the progress and next stages of the repair of Oroville Dam since last year's crisis. After 188,000 people were forced to evacuate due to the failure of the dam's main spillway and the deterioration of the emergency spillway, the Department

of Water Resources is under the microscope as the dissection of the crisis continues. Locals have brought a lawsuit to recoup damages from DWR for allegedly failing to maintain the spillway in a safe condition with more suits almost certain to follow. The State Water Contractors have been dragged into the discussion over accusations about their concerns about costs leading to maintenance and safety study delays at the dam.

Will the communities that have traditionally provided stalwart support of water storage continue to embrace Oroville or future storage? Will the crisis of Oroville Dam influence the fate of future above-ground storage projects? Come hear from the major players in this fascinating discussion in real time.

Check the ACWA website for updated conference information.

WWW.ACWA.COM



THURSDAY DINNER & ENTERTAINMENT

Thursday, May 10
7:00 - 10:00 PM

Welcome to the world of Garibaldi! Artists transform an empty canvas into a work of art through their skill, experience, inspiration and senses. David Garibaldi's life and transition into a world-renowned performance painter is no different. His show 'Rhythm and Hue' is a music and color experience. Large pop portraits explode together on stage in minutes to music. Paint, sound, and entertainment collide for an entertaining show that has brought people around the world to their feet.

Come experience an empty canvas coming to life with music-driven-art revealing a portrait of passion and purpose!

Ticket required. Attire is casual.

CONFERENCE PROGRAMS

Programs are subject to change without notice.

ATTORNEYS PROGRAMS

These programs have been approved by the State Bar of California for attorneys to receive general MCLE credits.

Wednesday, May 9 | 10:00 - 11:30 AM

After the Fires and the Floods: Emergency Preparedness for the 21st Century

Panelists will briefly describe recent fire and flood events that resulted in environmental disasters and the subsequent legal and practical responses to those disasters. The role of legal counsel, legal issues that arise, steps to take to obtain state and federal assistance, and other issues that arise within the first few days and subsequent weeks, will be discussed.

Wednesday, May 9 | 2:00 - 3:15 PM

Water Conservation, Waste & Unreasonable Use

This panel will review recent actions by the State Water Resources Control Board and the Public Utilities Commission to establish permanent water conservation regulations, including permanent prohibitions of water use practices deemed wasteful or unreasonable, and the law relating to these actions.

Thursday, May 10 | 9:30 - 11:00 AM

Are Adjudications an Alternative? How SGMA and Groundwater Adjudications Will Work Together or Not

As GSA's statewide begin implementing SGMA by developing groundwater sustainability plans or alternatives, many are evaluating their options to meet sustainability goals, including possible adjudications. This panel will discuss what adjudications are, how they work, how 2015 legislation will govern future adjudications, what results from any adjudication, how future adjudications might interact with SGMA and other possible groundwater litigation may occur. Walk away with a basic understanding of the procedural and substantive realities of adjudications so that you can assess your options as SGMA implementation advances.

Thursday, May 10 | 2:00 - 3:15 PM

Water Transfers and SGMA

Water transfers will play a critical role in successfully carrying out GSPs mandated by SGMA. For example, water transfers could provide imported surface water for use in lieu of existing groundwater pumping to implement "in lieu recharge" projects that help achieve sustainable yield. This panel will explore roles that water transfers could play in SGMA implementation, assess obstacles to successful use of transfers, and consider potential solutions.

ENERGY COMMITTEE PROGRAMS

These programs may count toward the Certified Energy Manager (CEM) continuing education credit.

Wednesday, May 9 | 10:00 - 11:30 AM

Decarbonizing the Economy: Where's the Market Going and How Does it Impact My Agency?

California leads the nation with ambitious goals and programs to combat climate change. With a current state target to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030 and discussions of a zero carbon future, ACWA's members are uniquely positioned to help decarbonize the economy while becoming more energy efficient. This program will explore the State's changing policies and markets that will affect your agency and create opportunities for integrated management of water and energy resources.

Wednesday, May 9 | 2:00 - 3:15 PM

New Frontiers in the Energy-Water Nexus

Recognizing that achieving the State's climate change goals will require effective regional and local level participation, this program will look at innovators leading the way in decarbonizing the water sector. This program will drill down into the new advances in policy, technology, and innovation and the lessons learned from water agencies that are contributing to the State's energy and greenhouse gas reduction goals. This program is coordinated with the Decarbonizing the Economy program that addresses the changing policies and market that will affect the ability of water agencies to achieve the State's carbon goals.

FINANCE PROGRAMS

CPAs may receive continuing education credit by attending these programs.

Wednesday, May 9 | 10:00 - 11:30 AM

Cannabis: Fiscal Implications from a State United in Legalization, Divided on Permitting

The legalization of cannabis in California manifested obvious fiscal and environmental impacts, and some not so obvious. Hear the full spectrum on the pervasive implications of a State divided on the issue of permitting and the dilemma of federal vs California legal acceptance - advancement in water-use efficiencies, impact of ACWA's headwaters efforts, degradation from illegal groves, sewer flow infusion, cannabis banking, and much more.

CONFERENCE PROGRAMS

State Water Resources Control Board Drinking Water Contact Hours may be available for qualifying programs.

Wednesday, May 9 | 3:30 - 4:45 PM

Latest Developments and Hot Topics in Public Financing (SGMA, SRF, and WIFIA)

Overview of potential impact on local agencies from the Sustainable Groundwater Management Act (SGMA): Given Prop 218 and Prop 26 how will agencies fund the associated studies and on-going administrative expense? Once these financial costs are covered, what are the financial tools agencies have to fund long term basin recharge? Overview of alternatives to traditional bond financing: What are the latest developments with SRF funding in California and infrastructure funding from the Federal Government through the Water Infrastructure Finance & Innovation Act (WIFIA).

Thursday, May 10 | 9:30 - 11:00 AM

A Data Driven Water Utility: Success through Integrated Communications, Planning and Operations

In an era of data overload from AMI and increasing data acquisition, hear how three agencies thrive by investing in innovations through enhanced revenue recovery, demand forecasting, water budgeting, predictive maintenance, water loss reduction, dashboards, targeted

WATER INDUSTRY TRENDS PROGRAMS

Wednesday, May 9 | 10:00 - 11:30 AM

Should California Improve Water Supply and Runoff Forecasts? The Benefits of NASA's Airborne Snow Observatory

The Airborne Snow Observatory (ASO), an integrated imaging spectrometer and LiDAR system housed at the Jet Propulsion Laboratory, delivers comprehensive, near real-time maps of snow water equivalent and snow reflectivity in mountain basins. This technology shows promise to significantly improve reservoir operations for integrated and multi-objective water management, including downstream flood control and identifying excess flows that could be used for groundwater replenishment. If incorporated into State operations, the technology could also provide detailed watershed scale information that can assist with assessments for forest fires, transportation, landslide risk, tree mortality and ecosystem management, and recreation. Come hear about how this technology can complement existing capabilities and lead to better management of California's annual snowpack, our largest and rapidly changing water supply.

Wednesday, May 9 | 3:30 - 4:45 PM

What's next for IRWM? From Silos to Regional Self-Reliance

Water management in California continues to be in transition - shifting over the past twenty years from the conflicts borne of "silos" towards the more locally-driven practice of regional self-reliance. In the last fifteen years, since the passage of Proposition 50, which created the Integrated Regional Water Management (IRWM) Program, water management has undoubtedly become more integrated - with a focus on building new partnerships to implement multi-benefit projects and programs that serve the needs of all communities. However, the transition is not yet complete and the successes are unevenly distributed in California. Today, it is important to consider how to continue statewide success in practicing regional self-reliance for the next twenty years to come. IRWM practitioners and other stakeholders worked very closely with the California Department of Water Resources over a three-year period to identify the actions needed to sustain and broaden IRWM. How can progress be made in implementing these actions and what are the priorities? Are other actions necessary? Are there even greater improvements to be made on the IRWM Program? Is there a better way to share the benefits from the knowledge gained, policies instituted, and programs implemented to places where success is delayed or not yet present? Is there a way IRWM can be even more effective in helping regions become self-reliant and sustainable? What role should the state play in this transition?

Thursday, May 10 | 2:00 - 3:15 PM

Adapting to Declining Flows in Utility Systems

The California Urban Water Agencies (CUWA) recently released a white paper "Adapting to Change: Utility Systems and Declining Flows" to provide decision makers, water and wastewater system managers, and other stakeholders an understanding of the impacts of declining system flows resulting from substantial reductions in indoor water use, and to describe how utilities are adapting to these circumstances. CUWA developed this white paper in consultation with its member water agencies and in partnership with California Association of Sanitation Agencies (CASA), Water Research Foundation (WRF), WaterReuse California, and California Water Environment Association (CWEA). The results and recommendations from this white paper are intended to inform long-term state water conservation policy and indoor water use water use efficiency standards.

CONFERENCE PROGRAMS

State Water Resources Control Board Drinking Water Contact Hours may be available for qualifying programs.

STATEWIDE ISSUE FORUM

Wednesday, May 9 | 2:00 - 3:15 PM

California Water Plan Update 2018: Greater Sustainability and How to Pay For It?

The Department of Water Resources has released for public comment the Public Review Draft of the California Water Plan, Update 2018. This edition estimates the need for additional State funding of approximately \$3.8 billion over the first five years (2019-2023) and up to \$93 Billion over 50 years – of which about 85% is for local and regional infrastructure and ecosystem projects, as well as operations and maintenance improvements. The plan also recommends actions to improve the way the State regulates, plans, and invests in water management, as well as how return on investment is tracked. For the near term, Update 2018 recommends using the State General Fund and General Obligations bonds; and for the longer term, recommends a feasibility study to explore new (novel) funding mechanisms such as water user fees (taxes), assessments, and surcharges to fund water infrastructure and planning. Comments are due later in May. Come hear about the goals, objectives, actions and new implementation tools of Update 2018, and listen to some perspectives from members of the ACWA work group tasked with helping inform ACWA comments.

Wednesday, May 9 | 3:30 - 4:45 PM

Cannabis is Here! The Impact of Cannabis Cultivation and Sale on Water Resources, Local Governments and California

With the legalization of adult use cannabis in November 2016 and the launch of a statewide licensing framework on January 1, 2018, many local governments must now license and regulate this once underground industry and consider its impact on water resources. Meanwhile, many other localities have been waiting for the state to begin licensing before they adopt local ordinances that authorize cannabis cultivation and sale. As a result there

are many cities and counties that are now considering how best to regulate and permit cannabis businesses. In addition, in October 2017 the State Water Resources Control Board adopted the Cannabis Cultivation Policy - Principles and Guidelines for Cannabis Cultivation.

Wednesday, May 9 | 3:30 - 4:45 PM

Check-in on the California Water Commission's Water Storage Investment Program

The California Water Commission (CWC) has been evaluating 11 storage projects competing for Water Storage Investment Program (WSIP) funding of up to \$2.7 Billion from Proposition 1. This evaluation process involves scoring of "Public Benefits" (PBR), "Relative Environmental Value" (REV), "Resiliency", and "Implementation Risk". These scores will be used by the CWC to rank the projects and make final funding decisions.

At the CWC meeting scheduled for May 1-3 the CWC will reach an important milestone by determining the PBRs for each project. Come hear how this process is going, how the PBR determination process went, and what remaining evaluation steps remain before the CWC makes its final funding decision in late July.

Thursday, May 10 | 9:30 - 11:00 AM

The Bay-Delta Water Quality Control Plan Update: Now What Happens?

The State Water Board is expected to adopt proposed changes to the Water Quality Control Plan for the San Francisco Bay/ Sacramento- San Joaquin Delta Estuary (Bay-Delta Plan) this year. Among its considerations, the proposals would increase flow requirements to a starting point of 40 percent of unimpaired flows. If the State Water Board adopts the proposed Bay-Delta Plan update, how could it be implemented? What is the potential for non-flow measures and adaptive management? What might be the effects on WaterFix and storage? Where does all this leave agricultural and urban water agencies?



2018 SPRING CONFERENCE GOLF TOURNAMENT

Tuesday, May 8, 2018 • Haggin Oaks Golf Complex, Sacramento, CA

ENTER TO PLAY >> WWW.ACWA.COM

ACWA SPRING CLE2018

CONTINUING LEGAL EDUCATION FOR WATER PROFESSIONALS



REGIONAL ISSUES

Wednesday, May 9 | 2:00 - 3:15 PM

Pathways to the Water Workforce

ACWA Region 10 will host a program on the future of the water industry's workforce. Retirements and turnover have increased the need for water agencies to find qualified, high quality candidates in all levels of their workforce. Learn how the next generation of water leaders are developing knowledge and skills through educational programs and what water agencies are doing to tap into local resources to find talented employees.

Thursday, May 10 | 9:30 - 11:00 AM

Responding to the Extremes: Insider Look at Managing Water in Times of Fire, Drought & Floods

Over the last few years, areas of Region 1 have suffered terrible drought, followed by massive flooding, devastating wild fires and an earthquake thrown in for good measure. This program will discuss the various challenges raised by these events, actions taken by impacted water agencies and lessons learned. Additionally, the program will highlight the importance of building relationships with federal, state and local emergency management agencies in order to expedite recovery efforts when a natural disaster impacts your district.

NEW TO THE AGENDA:

Regions 6-10 Membership Meetings MOVED to AM!

Membership Meetings for Region 6, 7, 8, 9 and 10 are now meeting Thursday, May 10 at 7:45 - 9:15 AM. Be sure to check the conference program for the location.

Wednesday Prize Drawing Fiesta Reception in the Exhibit Hall (5-6 PM)

BACK BY POPULAR DEMAND - Enjoy a fiesta themed reception, mingle with your peers and exhibitors and win great prizes! *All raffle prizes will be drawn on Wednesday night (excluding the Grand Prize) and you must be present to win.*

EARN UP TO 6 HOURS OF MCLE CREDIT AND SPECIALTY CREDIT!

THE WORKSHOP WILL INCLUDE PROGRAMS SUCH AS:

- Federal Reserved Rights: Coming to a Water Source Near You?
- The ESA, State Water Rights, and Reinitiation of Consultation
- Ethics in SGMA
- Wireless Technology and Contracts
- Identification and Elimination of Implicit Bias

Continental breakfast, networking lunch, materials and presentations are included.



REGISTRATION

Registration is available online at
<http://bit.ly/acwacle18>

Pre-registration and cancellation deadline is **April 20, 2018**, 4:30 p.m. (PST).

Cost

Advantage Preregistration – \$250 Standard Preregistration – \$375

To be eligible for "Advantage" Pricing you MUST be an ACWA Public Agency member, Associate or Affiliate.

SAVE \$50

IF ATTENDING ACWA'S 2018 SPRING CONFERENCE & EXHIBITION



HOTELS

Hyatt Regency Sacramento - 1209 L Street, Sacramento
Sheraton Grand Sacramento Hotel - 1230 J Street, Sacramento

Single/Double: **\$205/night** (subject to taxes & fees)

Hotel link will be provided with attendee confirmation email.

The workshop will take place at the Sacramento Convention Center.



ACWA EXHIBIT HALL

WHAT'S HAPPENING IN THE HALL...

- **Dedicated Exhibit Hall Hours**
One-on-one time with vendors from around the U.S. whose products and services may offer you just the right solutions for your agency.
- **Tuesday Welcome Reception**
Enjoy exhibitor sponsored appetizers while connecting with the water community
- **NEW! Wednesday Prize Drawing Fiesta Reception**
Enjoy a Fiesta Themed reception, mingle with your peers and exhibitors and win great prizes! *All raffle prizes will be drawn on Wednesday night (excluding the Grand Prize) and you must be present to win.* The drawing will take place during the reception from 5-6pm.
- **NEW! Exhibitor Demonstrations**
Check out these new demos! Join select exhibitors for a 40-minute demonstration to learn about their products and services. Check the conference agenda for details on times and the topics of discussion.
- **Exhibitor Game Card - WIN THE GRAND PRIZE!**
Attendees will receive an exhibitor prize game card when they check into the conference. Go to the participating exhibitors and answer the questions on the game card. Enter the completed drawing card at the ACWA Booth by Thursday at 11:30 AM.
- **Grand Prize Drawing - MUST PLAY TO WIN!**
Attendees must complete and turn-in their exhibitor game cards to the ACWA booth to be eligible and you must be present to win. Drawing will be held during the Thursday morning break.

THANK YOU TO OUR SPONSORS

EXCLUSIVE PARTNER FRIDAY BREAKFAST

ACWA JPIA

2018 SPRING CONFERENCE SPONSORS

Bartle Wells & Associates

Black & Veatch Corporation

Carollo Engineers

CH2M

Coachella Valley Water District

Eastern Municipal Water District

Harris & Associates

Irvine Ranch Water District

Kronick Moskowitz Tiedemann & Girard

Lincoln Financial Advisors

Mesa Water District

Metropolitan Water District of Southern California

National Meter & Automation/ Badger Meter

Nossaman LLP

Stantec

Todd Groundwater

Turlock Irrigation District

Water Replenishment District (WRD)

West Yost Associates

***For more information about sponsorship,
contact Ashley Kravchuk at (916) 441-4545.***

CONFERENCE AGENDA

ACWA JPIA - MONDAY, MAY 7

8:30 - 10:00 AM

- ACWA JPIA Program Committee

10:15 - 11:15 AM

- ACWA JPIA Executive Committee

1:30 - 4:00 PM

- ACWA JPIA Board of Directors

4:00 - 5:00 PM

- ACWA JPIA Town Hall

5:00 - 6:00 PM

- ACWA JPIA Reception

TUESDAY, MAY 8

8:00 AM - 9:45 AM

- Agriculture Committee

8:00 AM - 6:00 PM

- Registration

8:30 AM - Noon

- ACWA JPIA Seminars

9:00 AM - 4:00 PM

- Legal Affairs Committee CLE Spring Workshop

10:00 - 11:45 AM

- Groundwater Committee
- Local Government Committee

11:00 AM - Noon

- Outreach Task Force

Noon - 2:00 PM

- ACWA 101 & Luncheon
- Committee Lunch Break

1:00 - 2:45 PM

- Energy Committee
- Finance Committee
- Scholarship & Awards Subcommittee
- Water Management Committee

1:30 - 3:30 PM

- ACWA JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)

3:00 - 4:45 PM

- Communications Committee
- Federal Affairs Committee
- Membership Committee
- Water Quality Committee

5:00 - 6:30 PM

- Welcome Reception in the Exhibit Hall

WEDNESDAY, MAY 9

7:30 AM - 5 PM

- Registration

8:00 - 9:45 AM

- Opening Breakfast (*Ticket Required*)

8:30 AM - Noon & 1:30 - 5:00 PM

- Exhibit Hall

10:00 - 11:30 AM

- Attorneys Program
- Energy Committee Program
- Exhibitor Demos
- Finance Program
- Region Issue Forum
- Statewide Issue Forum
- Water Industry Trends Program

11:30 - 11:45 AM

- Networking in the Exhibit Hall

11:45 AM - 1:45 PM

- General Session Luncheon (*Ticket Required*)

2:00 - 3:15 PM

- Attorneys Program
- Communications Committee Program
- Energy Committee Program
- Exhibitor Case Study
- Region Program
- Statewide Issue Forum
- Water Industry Trends Program

3:30 - 4:45 PM

- Exhibitor Case Study
- Finance Program
- Statewide Issue Forums
- Water Industry Trends Program

3:30 - 5:30 PM

- Legal Affairs Committee

5:00 - 6:00 PM

- Prize Drawing Fiesta Night in the Exhibit Hall

5:30 - 7:00 PM

- CalDesal Hosted Mixer
- CH2M Hosted Reception

THURSDAY, MAY 10

7:30 AM - 4 PM

- Registration

7:45 - 9:15 AM

- Regions 6-10 Membership Meetings

8:00 AM - Noon

- Exhibit Hall

8:00 - 9:15 AM

- Networking Continental Breakfast, Exhibit Hall (*Ticket Required*)

9:30 - 11:00 AM

- Attorneys Program
- Exhibitor Demos
- Finance Program
- Region Issue Forum
- Statewide Issue Forum

9:30 - 11:45 AM

- Ethics Training (AB 1234) - *Limited Seating*

11:00 - 11:30 AM

- Prize Drawings in the Exhibit Hall

11:45 AM - 1:45 PM

- General Session Luncheon (*Ticket Required*)

2:00 - 3:15 PM

- Attorneys Program
- Exhibitor Case Studies
- Federal Issues Forum
- Town Hall
- Water Industry Trends Program

3:30 - 5 PM

- Regions 1-5 Membership Meetings

6:00 - 7:00 PM

- Gen Jam Reception

7:00 - 10:00 PM

- Dinner & Entertainment (*Ticket Required*)

FRIDAY, MAY 11

8:00 - 9:30 AM

- Registration

8:30 - 10:00 AM

- ACWA's Hans Doe Past Presidents' Breakfast in Partnership with ACWA JPIA (*Ticket Required*)

OTHER EVENTS

TUESDAY, MAY 8

7:00 AM - 4 PM

- ACWA Spring Conference Golf Tournament

THURSDAY, MAY 10

6:45 - 8:30 AM

- San Joaquin Valley Agricultural Water Committee

All conference programs are subject to change.

REGISTRATION TERMS & CONDITIONS

WHO IS ELIGIBLE FOR “ACWA ADVANTAGE” PRICING?

ACWA Advantage pricing is available to the following registrants:

- An officer or director of an ACWA member agency.
- A person directly employed by an ACWA public agency member, affiliate or associate organization. This does not include independent contractors, service providers, or third-party vendors.
- Any ACWA board member whose fee is paid for by member agency.
- Any state or federal administrative or legislative personnel in elected, appointed or staff positions.
- Staff of ACWA/JPIA and Water Education Foundation.
- Any individual or honorary life member of ACWA.

MEMBERSHIP INFORMATION - *Become a Member & Save on ACWA Events*

If you are interested in learning more about becoming an ACWA Associate, contact Ashley Kravchuk at AshleyK@acwa.com. For public agency membership, please contact Tiffany Giammona at TiffanyG@acwa.com.

CANCELLATIONS & CHANGES

All registration changes and cancellations must be made in writing by the event registration deadline. Valid cancellation requests will receive a refund of any registration fees paid minus a \$75 processing charge. For payments originally made by credit card, refunds can be issued back onto the credit card within 60 days. Otherwise, a refund will be issued by check. No refunds or registration changes will be granted after the registration deadline. Submit request in writing to Teresa Taylor at TeresaT@acwa.com.

SUBSTITUTIONS

Event registrations are transferable from one participant to another within the same organization. Please submit your request in writing before the event registration deadline to Teresa Taylor at TeresaT@acwa.com. Include the original registrant’s name, the new person’s name, title and email address with your request. After the registration deadline, substitutions will be handled on-site. Only one substitution is permitted per original registrant. The individual submitting the substitution request is responsible for all financial obligations (including any balance due) associated with the original registration. There is no fee to transfer an eligible registration.

SPECIAL REQUESTS & ACCOMMODATIONS

Special requests must be submitted in writing to Teresa Taylor at TeresaT@acwa.com. Participants are encouraged to submit changes and special requests as soon as possible. If you have a disability that requires an accommodation, please contact Teresa Taylor at TeresaT@acwa.com or call toll free at (888) 666-2292 to discuss your needs.

REFUNDS

Except as otherwise provided in this document, all payments and fees are nonrefundable after the registration deadline.

MEAL TICKETS

After the registration deadline, meal tickets are not eligible for exchange, refund or credit after the event registration deadline.

NONATTENDANCE

Registrants who fail to attend the event, in part or in whole, are not eligible for a refund or credit and will be billed for any balance due.

GUEST REGISTRATION

Guest registration is available to a spouse, companion or guest of an ACWA event registrant. Guest registration is not available to any employees of a public agency, associate or affiliate/mutual water company. Guest registration is also not available to anyone with a professional reason to attend for purposes of learning or business. The guest registration includes admission to the receptions and the ability to purchase meal tickets and attend meal functions.

CONSENT

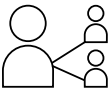
Registration and attendance at, or participation in, this event constitutes an agreement by the registrant to ACWA’s use and distribution (both now and in the future) of the registrant’s name, title, organization and mailing address as well as the registrant’s image or voice in photographs, videotapes, electronic reproductions and audiotapes.

REGISTRATION, MEALS AND HOTEL PRICING SHEET



REGISTER ONLINE

Register online by **April 20, 2018** at **www.acwa.com** to take advantage of the advance pricing.



REGISTER ON SOMEONE'S BEHALF

Select from a list of people affiliated with your company in your account. If the registrant is not listed, you will need to create a Portal profile for the registrant before registering.

REGISTRATION OPTIONS <i>Advantage pricing applies to ACWA public agency members, associates & affiliates. Standard pricing applies to non-members of ACWA.</i>	ADVANCE DEADLINE: 4/20/18		ONSITE	
	ADVANTAGE	STANDARD	ADVANTAGE	STANDARD
Full Conference Registration & Meals Package	\$699	N/A	N/A	N/A
Full Conference Registration Only (meals sold separately)	\$555	\$830	\$575	\$850
One-Day Conference Registration (meals sold separately) Wednesday: Registration includes Welcome Reception on Tuesday evening -OR- Thursday: Registration includes ability to purchase a ticket for Friday breakfast	\$320	\$470	\$340	\$490
Guest Conference Registration (meals sold separately) Guest registration is not available to anyone with a professional reason to attend.	\$45	\$45	\$45	\$45
MEAL FUNCTIONS	ADVANCE		ONSITE	
Wednesday Opening Breakfast - May 9	\$45		\$50	
Wednesday Luncheon - May 9	\$50		\$55	
Thursday Networking Continental Breakfast - May 10	\$35		\$40	
Thursday Luncheon - May 10	\$50		\$55	
Thursday Dinner - May 10	\$65		\$70	
Friday Breakfast - May 11	\$45		\$50	

HOTEL INFORMATION

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rate. **Conference special rate is available February 26 - April 16**, based on availability.

HOTELS

Hyatt Regency Sacramento - 1209 L Street
Sheraton Grand Sacramento - 1230 J Street

RATES FOR BOTH HOTELS

Single/Double \$205 per night

Rate above do not include tax or city assessment. Occupancy Tax 12%, STMD Marketing Fee 3%, CA Tourism fee 0.27% = 15.27% total tax per night.

IMPORTANT DATES

For those **registering for conference prior to February 26**, hotel information will be provided via e-mail on February 26.

For those registering for conference from **February 26 to April 16**, your confirmation e-mail will include hotel reservation information and an opportunity to receive a conference special hotel rate.

QUESTIONS?

Contact us at (888) 666-2292

Cancellation deadline: April 20, 2018 4:30 p.m. (PST)

Conference terms and conditions available at acwa.com in the event section.



910 K Street, Ste. 100, Sacramento, CA 95814

CAWATER: **BUILDING** FOR THE FUTURE

ACWA 2018 SPRING CONFERENCE & EXHIBITION
MAY 8-11, 2018 | SACRAMENTO

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 10, 2018
AGENDA ITEM NO. 6.G.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: AUTHORIZE GENERAL MANAGER TO SUBMIT PROJECT FUNDING COST SHARE GRANT PROGRAM REQUESTS TO EL DORADO COUNTY WATER AGENCY FOR FY 2018-2019

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 El Dorado County Water Agency ("Agency") has a program in place where funding is made available to local water purveyors for projects that help to improve water supply reliability and water quality. This is a cost share grant program where the Agency will contribute 70% of the costs for water rights related projects (aka "First Priority"), and 50% of the cost for other eligible projects (aka "Third Priority").

As defined by the Agency's Expenditure Priority Policy (Attachment 1), priorities are:

- First Priority – "To preserve, protect, support and defend existing water rights and supplies, as well as to develop and obtain new water rights and supplies."
- Second Priority – Agency administrative operations.
- Third Priority – "Support of the activities of Purveyors and the areas they serve." Activities include long- and short-range surveys, water management plans, development of procedures or techniques, exploratory work, permit fees, engineering and geological studies, environmental and mitigation feasibility studies. The Agency's ad valorem property tax revenues cannot be used to fund actual construction of "works."

Additional program information from the Agency is included as Attachment 2.

Applications for program funding for Fiscal Year 2018-2019 are due to the Agency by Friday, April 20, 2018. The Agency Board is anticipated to take initial action on May 9, 2018 with final approval by the agency Board on June 13, 2018.

DISCUSSION

The District recently executed Fiscal Year 2017-2018 cost sharing agreements with the Agency for an update to the geographic information system and development of an asset management system in the amount of \$18,500. The currently adopted operating budget and five-year capital improvement plan do not include any additional projects that fit the

criteria for the Agency Program. Since the District is just beginning development of its Fiscal Year 2018-2019 budget and updating the five-year capital improvement plan, Staff also reviewed the capital replacement schedule in the newly adopted rate study, the 2009 Options to Increase Water Supply study, the 2002 Water System Reliability Study, and discussion from the March 10, 2018 strategic planning workshop to develop recommendations for this Program. Staff is recommending the District prepare and submit applications for the following projects:

A. North Fork American River Pumping Plant Evaluation

This Project would further evaluate the North Fork American River Pumping Plant option that was reviewed in the 2009 Options to Increase Water Supply study. This would include analysis of the water rights that would be utilized by the District at this location, a conceptual engineering design, and an engineering evaluation of the capital and operating costs. At this time, the cost of this evaluation is estimated to be \$100,000, and the cost share request would be for \$50,000. These numbers are approximate and will change as the application is prepared.

B. Main Ditch Reliability Project - 2018

This Project would improve the Main Ditch by installing pipe or lining a section of the Main Ditch identified in the 2002 Water System Reliability Study. The request would fund 50% of the engineering cost. This Project is included in the current five-year capital improvement plan as the Annual Canal Lining Program with an annual amount of \$100,000. At this time, the total estimated project cost would be approximately \$300,000, the engineering cost is estimated to be \$54,000, and the cost share request would be for \$27,000. These numbers are approximate and will change as the application is prepared.

C. Pipeline Replacement Project - 2018

This Project would identify and replace segments of treated water pipeline which have experienced a high rate of repairs in recent years or were identified as high priority in the 2002 Water System Reliability Study. This would likely include water mains in Kit Fox Court and Angel Camp Court. The request would fund 50% of the engineering cost. This Project will be proposed for inclusion in the update of the five-year capital improvement plan. At this time, the total estimated project cost would be approximately \$330,000, the engineering cost is estimated to be \$60,000, and the cost share request would be for \$30,000. These numbers are approximate and will change as the application is prepared.

The Agency requires that Projects be ranked if multiple projects are submitted. For cost sharing Program purposes, Staff recommends that the Projects be ranked in the order listed above. Staff's recommendation for ranking is based on the Agency's funding criteria and the amount of District funding potentially available for each Project.

Following Board approval, Staff will prepare and submit the applications to the Agency. If the Agency Board approves any or all of the applications, then Staff will bring the cost sharing agreements to the District Board for approval.

FISCAL IMPACT

Authorizing the preparation and submitting the applications does not commit the District funds. The proposed Projects are not included in the current operating budget, and only the Ditch Reliability Project is included in the current five-year capital improvement plan (Annual Canal Lining). All of these Projects will be proposed for the Fiscal Year 2018-2019 budget and the updated capital improvement plan. If the applications and agreements are approved by the Agency Board, then the District Board will be asked to approve those agreements and any necessary budget actions at a future meeting.

CEQA ASSESSMENT

This action is not a project as defined by the California Environmental Quality Act (CEQA).

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District direct Staff to prepare the applications with the recommended ranking.

ATTACHMENTS

1. Agency Expenditure Priority Policy
2. Cost Share Program Information



El Dorado County Water Agency

Shiva Frentzen
Board of Supervisors

Dale Coco, M.D.
El Dorado Irrigation District

Kelly Sheehan
South Tahoe P.U.D.

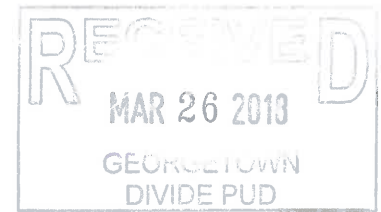
Michael Ranalli
Board of Supervisors

Brian Veerkamp
Board of Supervisors

Kenneth V. Payne, P.E.
General Manager

March 22, 2018

Mr. Steve Palmer, General Manager
Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634



RE: Fiscal Year 2018-2019 Project Funding Cost Share Grant Requests

Dear Steve:

I write to you today regarding the El Dorado County Water Agency's Cost Share Grant Program that provides project funding for member purveyors such as Georgetown Divide Public Utility District. The Agency's program is one of the many ways we are working to assist the needs of our local purveyors.

In past years, the Water Agency has typically funded up to 50% of the cost of each qualifying project selected for funding. Award of contracts for the Cost Share Program are contingent upon available funds within the Agency. Upon award, funds will be made available in the form of reimbursement for actual expenditures incurred by the purveyor during Fiscal Year 2018-2019 for work performed by independent consultants and qualifying permit fees. I anticipate taking a list of eligible projects depending upon available funds within the Agency to the Board of Directors for funding consideration at its regular meeting of May 9, 2018. Cost share contracts will be approved by the Board on June 13, 2018.

If you are interested in submitting an application (one for each project), we ask that you review the attached policy for eligibility criteria and fill out the application on our website at:

http://www.edcgov.us/Water/Project_Funding_Cost_Share_Grant_Requests.aspx

Please submit your completed application(s) by Friday, April 20, 2018 to EDCWA Board Clerk Julianne van Leeuwen at:

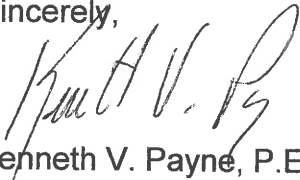
julianne.vanleeuwen@edcgov.us

March 22, 2018
Project Funding Requests
Page 2

Once we receive this information, we will contact your staff to schedule a meeting by phone or in person to review your proposed project(s).

If you experience difficulty in accessing the application website or have questions about the application process, please contact EDCWA staff: Julianne van Leeuwen, Board Clerk at 530/621-6635 or Tami Scowcroft, Business Services Officer at 530/621-6678.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken V. Payne". The signature is written in a cursive style with a large, looped initial "K".

Kenneth V. Payne, P.E.
General Manager

Enc: El Dorado County Water Agency Expenditure Priority Policy B-1003



**EL DORADO COUNTY WATER AGENCY
BOARD OF DIRECTORS'**

Subject:	Policy No. B-1003	Page 1 of 5
EXPENDITURE PRIORITY POLICY	Date Adopted: April 14, 2010	Revised Date: April 11, 2012

1.00 POLICY

Section 96-11 of the El Dorado County Water Agency Act ("Act"), provides that the Agency has the power as limited in the Act to do any and all lawful acts necessary in order that sufficient water may be available for any present or future beneficial use or uses of the lands or inhabitants within the Agency. The Agency acknowledges that these goals can be accomplished in some areas of the County through financial assistance to El Dorado County public special district water purveyors ("Purveyor(s)") and through projects in areas not served by any Purveyor.

Nothing in this Expenditure Policy No. B-1003 ("Policy"), including the identification and illustrative definition of Priorities, Principles and Procedures, shall be or be considered or deemed to be, expressly, by implication or by practice, course of conduct or action, as a delegation, assignment, agreement or transfer by the Board or the Agency of any statutory power of the Agency, or of its right to set, receive, budget and expend, or modification of or change to its allocation of, ad valorem property tax revenues, including the application or use of those revenues to or for any lawful purposes funded pursuant to this Policy.

1.01 Priorities

In their order of importance, the Agency establishes these priorities for the lawful expenditure of Agency funds received from its allocation of ad valorem property tax revenues in each fiscal year as follows:

1.01.1 First Priority

To preserve, protect, support and defend existing water rights and supplies, as well as to develop and obtain new water rights and supplies by, but not limited to, the filing and full prosecution of applications for assignments and releases from priority of State Filed Applications, transfers, exchanges, purchases and conservation of all such water, and the performance of, and compliance with, all necessary or required acts, laws, permits, licenses, rules and regulations.

1.01.2 Second Priority

Agency administrative operations, including costs of staff, salaries and benefits, facilities, consultants, studies, investigations, reports, membership or participation in regional or statewide alliances and organizations and appropriate fiscal reserves all related to the exercise of the powers specified by the Act and in performance of the priorities described in this Policy.

1.01.3 Third Priority

Support of the activities of Purveyors and the areas they serve, as well as projects in areas of El Dorado County not served by any Purveyor, not otherwise supported by the Agency through this Policy. The Agency recognizes that Purveyors are stand alone statutory entities with obligations to provide services for which organized, as well as funding mechanisms to meet those statutory and regulatory mandated obligations. The activities shall include, but not be limited to, long and short range surveys, regional and purveyors specific water management plans, development of procedures or techniques, exploratory work, permit fees, engineering and geological studies, environmental and mitigation feasibility studies, among others, in Purveyors' service areas and in areas not served by any Purveyor ("Applicants"). While it is understood that Applicants may be utilizing their staff, facilities and resources to support the performance of such activities, Agency funds shall not be used for Applicants' administrative and operating costs and expenses. Funding may be used for non-administrative engineering and/or environmental project management and technical staff working directly on the subject project. The activities may include the joint construction, operation and maintenance of works and facilities as allowed and conditioned by Section 96-12 of the Act, so long as the Agency's ad valorem property tax revenues are not used for the actual construction of the works.

2.00 RESTRICTION ON USE OF AGENCY FUNDS

As required by Section 47 of the Act, no ad valorem property tax revenues of the Agency shall be spent for "the cost of constructing any works". "Works" is defined in Section 3(e) of the Act as follows:

"'Work' or 'works' includes dams and dam sites, reservoirs and reservoir sites, and all conduits and other facilities useful in the control, conservation, diversion and transmission of water, power generation and transmission facilities, and all land, property, franchises, easements, rights of way and privileges necessary or useful to operate or maintain any of the foregoing."

3.00 COST SHARING PRINCIPLES ("Principles")

As a process that would provide long term Agency assistance within El Dorado County that is fair and consistent with the needs of all areas of the County, for each fiscal year's revenues of the Agency in excess of those reasonably necessary or required to meet the anticipated First and Second Priorities, the Agency establishes the following Principles that shall govern (i) all Agency cost sharing expenditures and (ii) the financial arrangements the Agency is authorized to enter into with all Applicants:

- (a) All projects and the use of Agency funds shall comply with Section 47 of the Act.
- (b) Each project must meet the following criteria for financial assistance:
 - (i) project is within purposes which Agency can fund; and
 - (ii) project bears a reasonable nexus to the Agency's mission.

- (c) Agency funding to Applicants may be provided as a direct grant or may be provided as a grant with Applicant matching funds and/or in-kind contributions of approved and Policy compliant projects. Applicant in-kind contributions may include non-administrative engineering, environmental or other technical staff of Applicant performing such functions as project design, project permitting, or project management for the approved and Policy compliant project. Administrative and operating costs are excluded. Historically the Agency has contributed 70% of costs for water rights related projects (First Priority) and 50% for all other eligible projects (Third Priority).
- (d) For South Tahoe Public Utility District ("STPUD") and Tahoe City Public Utility District ("TCPUD"), such Agency funding shall be based on shared Agency ad valorem property tax revenues (calculated as a percentage of a set base amount of \$400,000 for STPUD and \$70,000 for TCPUD [the "Base Amount"]), payable as follows:
 - (i) for fiscal year 2007-2008, 80% of such Base Amount,
 - (ii) for fiscal year 2008-2009, 70% of such Base Amount,
 - (iii) for fiscal year 2009-2010, 60% of such Base Amount,
 - (iv) for fiscal year 2010-2011, 50% of such Base Amount, and
 - (v) for fiscal years 2011-2012 and beyond, on the same basis as is generally provided in this Section 3.00 of the Policy, excluding this subsection 3.00(d); provided, Section 3.00(f), below, shall not be applicable to this provision until fiscal year 2011-2012 and beyond, and provided, further, Section 4.00, below shall not be applicable to this provision until fiscal year 2007-2008 and beyond, such payments to be made in two installments, the first on or about January 15 and the second on or about June 15 of each applicable fiscal year through fiscal year 2010-2011.
- (e) All funds shall be made available by the Agency to each of the Applicants on a reimbursement of actual costs expended basis, as demonstrated by copies of each Applicant's paid invoices and, when in-kind contribution credit is sought, copies of each participating person's job description, time spent and confirming payroll reports to be submitted to the Agency by March 1 and the following July 15 of each year for projects during the applicable budgeted fiscal year. Agency shall process such reimbursement payment requests to the El Dorado County Auditor/Controller not more often than twice each fiscal year, the first such processing to be submitted no later than March 15 and the second no later than August 15; however, this paragraph shall not limit the Agency's participation in continuing or multi-year projects.
- (f) All approved funding not disbursed during the applicable fiscal year shall lapse and become part of the Agency's general funds.
 - (i) Applicants may request extensions of current approved funding as part of the next funding cycle to be considered for funding by the Board.
- (g) Agency funding for projects in areas not served by any water provider shall be on such terms and funding as are provided in Section 4.00 below and related administrative procedures.

- (h) The Board shall annually evaluate all expenditures for contribution to the Agency's purposes and mission and compliance with Section 47 of the Act and approve a list of certified projects.
- (i) Once the Board has approved a certified list of projects, the General Manager at his or her discretion may authorize the substitution of another project from the certified list, so long as the total funding does not exceed the original funding amount approved by the Board for the Applicant requesting the project substitution.

4.00 PROCEDURES TO IMPLEMENT GRANT PROGRAM

Proposals from Applicants must be submitted to the Agency as provided by this Policy and related administrative procedures for consideration by the Agency during its annual budget process. The General Manager will develop proposed projects for areas not served by any water providers. Agency expenditures for cost sharing shall be included in each fiscal year budget. The General Manager will develop an Administrative Procedure to implement the following:

- (a) Requests for grant applications from Applicants
- (b) Review process of applications
- (c) Submittal to board for review and certification of project list
- (d) Approval from board for funding of projects and agreement execution
- (e) Notification of results to Applicants
- (f) Method for Applicants to request reimbursements
- (g) Procedures for extensions of funding of current approved projects to successive fiscal year budgets

5.00 EFFECTIVE DATE AND SUPERSESSION

This Policy shall be effective upon its adoption and shall supersede all prior policies, amendments, letters of intent, or positions of Agency on this subject.

5.01 Resolutions

Resolution Number

n/a

WA-3-2012

Date Board Approved

April 10, 2010

April 11, 2012 #10

6.00 RELATED ADMINISTRATIVE PROCEDURES

<u>Number</u>	<u>Description</u>
AP-2034	Grant Process



El Dorado County Water Agency Cost Share Grant Program 2018-2019

This cost share grant is made by the El Dorado County Water Agency ("Agency") to assist in funding projects eligible under Section 96-11 of the El Dorado County Water Agency Act ("Agency Act") and Board Expenditure Priority Policy (No. B-1003).

Eligible Projects

Examples of eligible projects include, but are not be limited to, long and short range surveys, regional and purveyor specific water management plans, development of procedures or techniques, exploratory work, permit fees, engineering and geological studies, environmental and mitigation feasibility studies, in the applicant's service areas or jurisdiction.

Ineligible Projects

Funds may not be used for applicant's administrative or operating costs and expenses, nor construction of "works" as defined in Sections 3(e) and 47 of the Agency's Act.

Term

The term of the cost share grant funding is July 1 through June 30 of each fiscal year.

Extensions

Projects that extend over multiple years may be submitted; however, Agency may only commit funding for a single fiscal year. Applicant must request funding extensions as part of the next application cycle to be considered for funding beyond the initial term.

Approval of Projects and Funding Amounts

Each project, and the associated funding request, will be evaluated based on the Agency's Expenditure Priority Policy and applicant's needs. All projects and available funding are subject to the Agency's Board of Directors annual review at its regular meeting in April. Approved projects and their respective funding levels will be placed on a certified project list. Historically the Agency has contributed 70% of costs for water rights related projects (Priority One) and 50% for all other eligible projects.

Matching Funds and In-kind Contributions

Typically projects should include at least 50% of matching funds by the applicant. The matching funds requirement may be met using "hard" costs, such as consultant fees, or as in-kind staff cost contributions. Staff costs include the hourly rate, plus benefits. In-kind contributions are limited to non-administrative engineering, environmental and other technical staff working directly on the subject project. In-kind contributions cannot exceed applicant's share of its required total matching funds (generally 50% of total project costs). Applicants may not request reimbursement for in-kind costs. In-kind costs may only be used to meet the applicant's matching funds requirement.

Reimbursement Dates

Expenditures will be reimbursed twice annually in March and August.

Ranking Multiple Funding Requests

If submitting multiple projects, applicant should rank projects in order of applicant's funding priorities. Generally, eligible projects will be funded in order of the applicant's priority, but the Water Agency will perform its own priority ranking based on its Expenditure Priority Policy and Strategic Plan and may recommend an alternate ranking of projects.

Cost Share Grant Agreements

Cost share grant agreements for the projects on the certified lists and their levels of funding will be submitted to the Water Agency's Board of Directors as part of the annual budget adoption process in June.

Project Changes

Applicant may request a substitution or revision for projects on the certified list by December 31. However, if granted, only new expenditures incurred after the date of execution of the amendment to the cost share grant agreement for the revised or substituted project will be eligible for reimbursement.

Deadlines

See Cost Share Grant Checklist for submission deadlines and award schedule.

Questions

Contact Julianne van Leeuwen at julianne.vanleeuwen@edcgov.us or (530) 621-6635 with website and general submission questions.



El Dorado County Water Agency Cost Share Grant Application Checklist

Submission Deadline: April 20, 2018

The following documentation must be submitted by the deadline:

- Cover Sheet
 - Project Description
 - Description of Work and Funding Requirements
 - Description of Project Goals and Objectives
-

Schedule

April 20, 2018	Submission Deadline
April 23-27, 2018	Agency staff reviews projects for compliance and requests additional information from Applicant
May 9, 2018	Board certifies project list
May 9, 2018	Board approves initial funding available for projects
June 13, 2018	Board approves final funding of projects with budget and authorizes the execution of agreements

Questions

Contact Julianne van Leeuwen at julianne.vanleeuwen@edcgov.us or by phone at (530) 621-6635 with website and general submission questions.